



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

**Thursday, January 18, 2024**

**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. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR MEETING**

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

### **2. INVOCATION**

### **3. PLEDGE OF ALLEGIANCE**

### **4. APPROVAL OF AGENDA**

### **5. PRESENTATIONS**

#### **A. RECOGNITION TO OUTGOING MAYOR CHRIS BARAJAS**

**6. PUBLIC APPEARANCE/COMMENTS**

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

**7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS**

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

**A. MAYOR GUILLERMO SILVA**

- 1. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF JANUARY 18, 2024**

**B. MAYOR PRO TEM BRIAN BERKSON**

- 1. UPDATE ON THE NORTHWEST TRANSPORTATION NOW COALITION MEETING OF JANUARY 11, 2024**
- 2. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY – AUDIT AND FINANCE COMMITTEE MEETING OF JANUARY 12, 2024**
- 3. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF JANUARY 18, 2024**

**C. COUNCIL MEMBER LESLIE ALTAMIRANO**

- 1. UPDATE ON THE WESTERN RIVERSIDE COUNTY - REGIONAL CONSERVATOIN AUTHORITY MEETING OF JANUARY 8, 2024**



**D. COUNCIL MEMBER CHRIS BARAJAS**

- 1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS - SPECIAL EXECUTIVE COMMITTEE STRATEGIC PLANNING SESSION OF JANUARY 12, 2024**
- 2. UPDATE ON THE INLAND REGIONAL ENERGY NETWORK (I-REN) EXECUTIVE COMMITTEE MEETING OF JANUARY 16, 2024**

**9. CITY MANAGER'S UPDATE**

- A. AB1234 REPORT – CALIFORNIA CONTRACT CITIES ASSOCIATION ANNUAL SACRAMENTO LEGISLATIVE ORIENTATION TOUR**
- B. UPDATE ON ORGANIZED RETAIL THEFT PREVENTION PROGRAM GRANT AND MANUFACTURED HOUSING AND OPPORTUNITY AND REVITALIZATION PROGRAM GRANT AWARDS**

**10. APPROVAL OF MINUTES**

**A. DECEMBER 21, 2023 REGULAR MEETING**

**11. CONSENT CALENDAR**

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

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

- B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$5,052,938.96**

Requested Action: That the City Council ratify the check registers dated November 29, and December 7, 13, 21, and 28, 2023 as well as the payroll registers dated November 24, 30 and December 8 and 22, 2023.

- C. ORDINANCE NO. 2024-01**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2024-01, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 21003 (CZ 21003) TO CHANGE THE ZONE FROM MEDIUM-MANUFACTURING TO MANUFACTURING-SERVICE COMMERCIAL TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

**D. ORDINANCE NO. 2024-02**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2024-02, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 19001 (DA 19001) BETWEEN THE CITY AND PROFICIENCY CAPITAL, LLC TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

**E. ORDINANCE NO. 2024-03**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2024-03, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP FOR CHANGE OF ZONE NO. 21011 CONSISTING OF APPROXIMATELY 3.84 ACRES LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) CHANGING THE ZONING MAP FROM ONE FAMILY DWELLINGS (R-1) TO PLANNED UNIT DEVELOPMENT (PUD) (LAS PALMAS PROJECT)**

**F. ORDINANCE NO. 2024-04**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2024-04, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 22002 TO CHANGE THE ZONE FROM ONE-(1) FAMILY DWELLINGS MEDIUM MANUFACTURING (R-1) AND INDUSTRIAL PARK (I-P) TO SPECIFIC PLAN (SP) ZONE TO PERMIT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

**G. ORDINANCE NO. 2024-05**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2024-05, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 22001 (DA 22001) BETWEEN THE CITY AND MCCUNE & ASSOCIATES TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

**H. AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE CITY RECORDS**

Requested Action: That the City Council adopt Resolution No. 2024-01, entitled:

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

**I. COMPLIANCE REPORT FOR AB1600 DEVELOPMENT IMPACT FEES**

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

**J. CONSIDERATION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE GOLDENWEST BOOSTER PUMP SITE**

Requested Action: That the City Council approve the Purchase and Sale Agreement between the City of Jurupa Valley and the Rubidoux Community Services District for the Goldenwest Booster Pump Site, a portion of City-owned parcel measuring 0.28 acres, 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.

**K. INITIATION OF THE FOLLOWING ACTIONS: 1) REPEAL THE EMERALD MEADOWS RANCH SPECIFIC PLAN (SP 337); AND 2) AMENDMENTS TO THE CITY OF JURUPA VALLEY GENERAL PLAN LAND USE AND ZONING MAPS FOR CERTAIN PROPERTIES LOCATED WITHIN THE EMERALD MEADOWS RANCH SPECIFIC PLAN (SP 337) BOUNDARY ALONG THE NORTH SIDE OF 34<sup>TH</sup> STREET AND ON THE WEST SIDE OF WALLACE STREET**

Requested Action: That the City Council initiate the following:

1. Repeal the Emerald Meadows Ranch Specific Plan (SP 337); and
2. Amendments to the City of Jurupa Valley General Plan Land Use and Zoning Maps for certain properties located within the Emerald Meadows Ranch Specific Plan (SP 337) boundary along the north side of 34<sup>th</sup> Street and on the west side of Wallace Street.

**L. INITIATION OF A ZONING CODE AMENDMENT TO UPDATE DEVELOPMENT STANDARDS, PROCESSING REQUIREMENTS, AND USE REQUIREMENTS IN CERTAIN ZONES THAT APPLY TO AUTOMOBILE FUELING STATIONS AND TRUCK FUELING STATIONS**

Requested Action: That the City Council initiate a Zoning Code Amendment to update development standards, processing requirements, and use requirements in certain zones that apply to automobile fueling stations and truck fueling stations.

**M. INITIATION OF AN AMENDMENT TO CHAPTER 9.245 OF THE MUNICIPAL CODE CONCERNING OUTDOOR ADVERTISING DISPLAYS AND THE SPECIAL OUTDOOR ADVERTISING DISPLAY OVERLAY ZONE MAP**

Requested Action: That the City Council initiate an amendment to Chapter 9.245 of the Municipal Code concerning outdoor advertising displays and the Special Outdoor Advertising Display Overlay Zone Map.

**N. OPEN PURCHASE ORDER FOR PUBLIC WORKS STREET SUPPLIES**

Requested Action: That the City Council approve the open purchase order with Fastenal Company for the purchase of Public Works street supplies for an amount not to exceed \$50,000 for fiscal year 2023-24.

**O. CONSIDERATION AND APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH RSG, INC. FOR THE RIO VISTA SPECIFIC PLAN**

Requested Action: That the City Council authorize the City Manager to execute the Second Amendment for professional services for the Rio Vista Specific Plan.

**P. MID-YEAR BUDGET AMENDMENTS FISCAL YEAR 2023-2024**

Requested Action: That the City Council approve the Fiscal Year 2023-2024 Mid-Year Budget Amendments to the City's Budget as presented in the exhibit attached to the staff report.

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

**13. PUBLIC HEARING**

**A. PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 23235: 3<sup>RD</sup> REQUEST FOR A ONE (1) YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP (TPM) NO. 37483 & 1<sup>ST</sup> REQUEST FOR A ONE (1) YEAR EXTENSION OF TIME FOR CONDITIONAL USE PERMIT (CUP) NO. 21007; LOCATION: NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-031-009; 169-032-002 & 169-032-004); (APPLICANT: SUMMER EAGLE LLC & RE-UP LLC)**

Requested Action: That the City Council conduct a public hearing, receive public testimony, and adopt Resolution No. 2024-02, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DETERMINING NO FURTHER CEQA REVIEW REQUIRED, APPROVING A THIRD ONE-YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP NO. 37483 FOR A SCHEDULE "E" SUBDIVISION OF APPROXIMATELY 5.36 ACRES OF REAL PROPERTY LOCATED SOUTH OF STATE ROUTE 60, NORTH OF LINCOLN AVENUE AND BEN NEVIS BOULEVARD, EAST OF DALLEY WAY, AND WEST OF PEDLEY ROAD (APNS: 169-031-003, -004, -005, -**

**006, -008, -009; 169-032-002, -004), AND APPROVING A ONE YEAR EXTENSION OF TIME FOR CONDITIONAL USE PERMIT NO. 21007 TO PERMIT CONSTRUCTION OF A GAS STATION, A CONVENIENCE STORE, INCLUDING THE SALE OF MOTOR VEHICLE FUEL, AND A DRIVE-THRU RESTAURANT PAD ON APPROXIMATELY 1.84 ACRES OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003, -004, -005, -006, -008, -009) IN THE SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE**

**14. COUNCIL BUSINESS**

**A. CONSIDERATION OF A FUNDING REQUEST FROM REACH OUT FOR THE 2022 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION GRANT**

Requested Action: That the City Council review the Reach Out Application for the 2022 California Violence Intervention and Prevention (CalVIP) Grant and discuss their request for a \$600,000 General Fund allocation toward the program.

**B. APPOINTMENT OF CITY DELEGATE AND ALTERNATE FOR THE 2024 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) ANNUAL REGIONAL CONFERENCE AND GENERAL ASSEMBLY**

Requested Action: That the City Council select a Delegate and Alternate for the SCAG General Assembly meeting on Thursday, May 2 - Friday, May 3, 2024 at the JW Marriott Desert Springs Resort in Palm Desert, California.

**15. COUNCIL MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**16. CITY ATTORNEY'S REPORT**

**17. COUNCIL MEMBER REPORTS AND COMMENTS**

**18. ADJOURNMENT**

Adjourn to the Regular Meeting of February 1, 2024 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).*



**MINUTES  
OF THE REGULAR MEETING  
OF THE JURUPA VALLEY CITY COUNCIL  
December 21, 2023**

**1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION**

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

Mayor Chris Barajas called the closed session meeting to order at 6:05 p.m.

**2. CONVENE TO CLOSED SESSION**

**A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS**

There were no public comments regarding the closed session items.

*City Attorney Peter Thorson announced that Mayor Pro Tem Guillermo Silva will not be participating in the closed session as he has a business dispute with one of the defendants.*

- B. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.** The City Council met in closed session with the City Attorney and Special Counsel pursuant to Government Code Section 54956.9(d)(1) with respect to two matters of pending litigation: 1) *City of Jurupa Valley v. Juan Carmelo Nunez Salazar, et al.* (Riverside Superior Court Case No. RIC2002036); and 2) *City of Jurupa Valley v. Juan Carmelo Nunez, et al.* (Riverside Superior Court Case No. CVRI2202444).

**3. RECONVENE IN OPEN SESSION**

**A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION**

City Attorney Peter Thorson reported that Mayor Pro Tem Guillermo Silva did not participate in the closed session and was not present in the room where the cases were discussed. The Council provided direction to legal counsel in Case No. CVRI2202444 for the settlement of this case through a stipulated judgment. There were no other reportable actions taken.

**4. 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

Mayor Chris Barajas called the regular meeting to order at 7:01p.m.

## 5. CITY COUNCIL REORGANIZATION

*Pursuant to Resolution No. 2013-01, the City Council shall select from among its members a Mayor and Mayor Pro Tem to serve for the following year. The Mayor and Mayor Pro Tem shall take office on January 1 of each year. The term of office for the Mayor and the Mayor Pro Tem shall be a calendar year from January 1 through December 31.*

### A. ELECTION OF MAYOR

The City Clerk explained the nomination procedure.

There were no public comments.

**Council Member Brian Berkson nominated Guillermo Silva to serve as Mayor. There being no further nominations, the nominations were closed. Guillermo Silva received a majority vote and was elected to serve as Mayor for a term expiring December 31, 2024.**

|                   |  |
|-------------------|--|
| <b>Ayes:</b>      | <b>L. Altamirano, C. Barajas, B. Berkson, G. Silva</b> |
| <b>Noes:</b>      | <b>None</b>  |
| <b>Absent:</b>    | <b>None</b>  |
| <b>Abstained:</b> | <b>A. Carmona</b>                                      |

### B. ELECTION OF MAYOR PRO TEM

**Council Member Leslie Altamirano nominated Council Member Brian Berkson to serve as Mayor Pro Tem. There being no further nominations, the nominations were closed. Council Member Brian Berkson received a majority vote and was elected to serve as Mayor Pro Tem for a term expiring December 31, 2024.**

|                   |  |
|-------------------|--|
| <b>Ayes:</b>      | <b>L. Altamirano, C. Barajas, B. Berkson, G. Silva</b> |
| <b>Noes:</b>      | <b>None</b>  |
| <b>Absent:</b>    | <b>None</b>  |
| <b>Abstained:</b> | <b>A. Carmona</b>                                      |

Mayor-Elect Guillermo “Willy” Silva thanked his family, friends, and supporters for allowing him the opportunity to serve as Mayor. He shared a story about his childhood and how his parents struggled for the American dream. He spoke about working hard to achieve his dreams and he urged parents to encourage their kids to “shoot for the stars.” He thanked his family for making him what he is today.

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

7. **PLEDGE OF ALLEGIANCE** was led by Mayor-Elect Guillermo Silva.

8. **APPROVAL OF AGENDA**

Council Member Armando Carmona requested an amendment to the Agenda based on the proposed batching of the General Plan Amendments as it is “an effort to rip apart our General Plan which is guiding the vision of the City.” He expressed his view that this is an effort to steamroll projects and appease developers.

Further discussion followed.

**A motion was made by Council Member Armando Carmona, to approve the Agenda with the following changes: “Consider the Las Palmas and Vernola Ranch development projects separately and not approve their associated General Plan Amendment applications which are being batched together.”**

**MOTION FAILED FOR LACK OF A SECOND**

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to approve the Agenda.**

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

**Noes: A. Carmona**

**Absent: None**

9. **PRESENTATIONS**

10. **PUBLIC APPEARANCE/COMMENTS**

Myrna Torres spoke in support of new housing and the misinformation and alternative facts that are being shared through social media. She stated there is a “Tale of Two Cities” within the Jurupa Valley community. She discussed the contributing factors to housing challenges and those who argue against affordable housing. (Pamela Blynn donated her time to Ms. Torres).

George Ruiz discussed what he sees is a division amongst the City Council. He encouraged members of the Council to show more unity and to be present at all community events which reflects a spirit of inclusion and belonging as a growing community.

**11. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS**

Council Member Armando Carmona thanked all those who helped him put together a very successful toy drive last week for local children in the community. He stated that for the record he is in favor of development as long as the current rezoning efforts do not continue to allow more development and destroy Jurupa Valley's equestrian way of life, which he believes is trying to displace "Mexicanos" that are trying to protect their culture and lifestyle. He discussed campaign contributions which may impact such development decisions, asking that a recusal be made when voting on such developments. He looks forward to improving the current unity on the City Council.

Council Member Brian Berkson wished everyone a very happy and healthy holiday.

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

**A. MAYOR CHRIS BARAJAS**

1. Mayor Chris Barajas gave an update on the Western Riverside Council of Governments – Administration and Finance Committee meeting of December 13, 2023

**B. COUNCIL MEMBER BRIAN BERKSON**

1. Council Member Brian Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of December 8, 2023.
2. Council Member Brian Berkson gave an update on the Riverside County Transportation Commission meeting of December 13, 2023.
3. Council Member Brian Berkson gave an update on the Riverside Transit Agency meeting of December 14, 2023.

**13. CITY MANAGER'S UPDATE**

City Manager Rod Butler reported that City Hall will be closed for the Christmas holiday on Monday, December 25, Tuesday, December 26, and Monday, January 1, 2024. City Hall will resume regular office hours on Tuesday, January 2, 2024. He reminded Council that since the January 4, 2024 meeting was canceled, the next regularly scheduled Council meeting will be January 18, 2024.

**14. APPROVAL OF MINUTES**

**A. DECEMBER 7, 2023 REGULAR MEETING**

A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to approve the Minutes of the December 7, 2023 Agenda.

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

**15. CONSENT CALENDAR**

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

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

**B. ORDINANCE NO. 2023-18**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2023-18, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE (CZ 23007) OF APPROXIMATELY 9 ACRES OR REAL PROPERTY LOCATED NORTH OF MISSION BOULEVARD BETWEEN CAMINO REAL AND SOTO AVENUE (APNS: 174-160-003, 174-160-010, 174-180-021, AND 174-150-022) FROM LIMITED AGRICULTURE (A-1) TO GENERAL COMMERCIAL (C-1/C-P) AND DETERMINE THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**C. ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE AA (CANTU GAS PM 37679) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”), NORTHWEST CORNER OF CANTU GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY INTERSECTION**

1. Requested Action: That the City Council adopt Resolution No. 2023-97, entitled:

**A RESOLUITON OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE AA AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2024-2025 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION**

2. Requested Action: That the City Council adopt Resolution No. 2023-98, entitled:

**A RESOLUITON OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE REPORT OF THE ENGINEER REGARDING THE PROPOSED ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE AA AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF JURUPA VALLEY LIGHTING DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2024-2025**

3. Requested Action: That the City Council adopt Resolution No. 2023-99, entitled:

**A RESOLUITON OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE AA AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2024-2025 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS**

**D. APPROVAL OF ACQUISITION OF REAL PROPERTY FROM LENNAR HOMES OF CALIFORNIA, LLC, CONSISTING OF FOUR LOTS WITH A CUMULATIVE AREA OF 3.8 ACRES**

1. Requested Action: That the City Council adopt Resolution No. 2023-100, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, AUTHORIZING ACCEPTANCE OF THE GRANT DEED FOR APN: 157-190-006, 157-190-007, 157-190-008, 157-190-009 PURSUANT TO GOVERNMENT CODE SECTION 7050 AND DEVELOPMENT AGREEMENT NO. 1302 AS A PART OF THE APPROVAL OF THE RIVERBEND COMMUNITY**

2. That the City Council authorize the Mayor to sign the Certificate of Acceptance of the quitclaim deed and authorize the City Manager to execute all property transfer documents on behalf of the City.

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

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

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

**17. PUBLIC HEARINGS**

- A. **PUBLIC HEARING TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION'S DENIAL OF MASTER APPLICATION (MA) NO. 17132: "RUBIDOUX COMMERCE PARK" – 1.18 MILLION SQUARE-FOOT INDUSTRIAL PARK WITH 5 BUILDINGS; LOCATED EASTERLY OF MONTANA AVENUE, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25<sup>TH</sup> STREET, NORTHERLY OF 28<sup>TH</sup> STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET AND EAST OF 28<sup>TH</sup> STREET; (APPLICANT: PROFICIENCY CAPITAL, LLC) (CONTINUED FROM THE DECEMBER 7, 2023 MEETING)**

Jim Pechous, Principal Planner Consultant, summarized the proposed development and the entitlements being sought by Proficiency Capital. Mr. Pechous described the location of the project which is in the Rubidoux area or eastern part of the city. He reported that the current site is currently vacant. At the March 17, 2022 Study Session, the Council did not support a 1,261,904 square foot warehouse and distribution center due to impacts on residential, the large size of the building, high volume of truck routes, and number of truck bay doors. As a result, the Council gave direction to the applicant to revise the project to an industrial use that conforms to the existing General Plan land use. As a result, the applicant revised the project and changed the land use from a warehouse use to an industrial park/manufacturing use which is consistent with the General Plan. He reported that a public outreach meeting was held and there was general support for the project. He noted that at the November 23, 2023 Planning Commission meeting, the



Commission voted 3-1 to deny the proposed Industrial Park development. After the meeting, the applicant appealed the Planning Commission's decision. Mr. Pechous provided an overview of the proximity to residential, proposed street improvements, project access, truck routes, internal project truck circulation, architectural design, and the landscape plan.

Joe Perez, Community Development Director provided a summary of the proposed Development Agreement. He reported that the Riverside Community College District has indicated their interest in securing a portion of this site for the Inland Empire Technical Trade Center campus. Mr. Perez outlined the Council's action, which is to either 1) affirm the Planning Commission's action and adopt a Resolution to deny MA 17132; or 2) adopt resolutions and ordinances to approve the entitlements and certify the EIR to approve the Rubidoux Commerce Park project and initiate a Code Amendment that introduces appropriate standards and broadens the areas within the city where educational facilities can be located, including the M-SC zone.

Further discussion followed.

Brandon Fender, Senior Associate at RSG, Inc., provided information regarding the valuation of the building using market lease rates. He offered to answer any questions.

Matt Englhard, representing Proficiency Capital, gave a brief PowerPoint presentation. He provided an overview of the proposed Rubidoux Commerce Park and offered to answer any questions.

Mayor Chris Barajas opened the public hearing.

The following individuals spoke in support of the project:

Dennis Sunny  
Jonathan Daly  
Omar Kovian  
Robert Ramos  
Louie Lopez  
John Sicily  
John Zambrano  
David Martinez  
Juanye McDonald  
Junior Ortiz  
Zach Strasser  
Charlie Schlatter  
Brandon Burton

Dr. Lakshmi Jayaram, Ramboll Group, stated that the distance guidance provided by the California Air Resources Board is outdated and the project is no longer for a warehouse. She stated that the proponent's analysis shows the maximum residential cancer risk associated with truck emissions from the project are well below the South Coast AQMD significance threshold, therefore, in her opinion, establishing a buffer distance of 1,000 feet or greater between the proposed project and the proposed Emerald Ridge residential community should not be a condition for project approval.

The following individuals spoke in opposition to the project:

Cindy Shearer  
Gary Conner  
Adrian Cantero

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

Further discussion followed.

**A motion was made by Council Member Armando Carmona, seconded by Council Member Brian Berkson to affirm the Planning Commission's action and adopt Resolution No. 2023-101, to deny the project, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, DENYING JURUPA VALLEY, DENYING MASTER APPLICATION NO. 17132 CONSISTING OF CHANGE OF ZONE (CZ 21003), TENTATIVE PARCEL MAP NO. 37677 (TPM 37677), SITE DEVELOPMENT PERMIT NO. 19008 (SDP 19008), AND A DEVELOPMENT AGREEMENT NO. 19001 (DA 19001) BETWEEN THE CITY AND PROFICIENCY CAPITAL, LLC TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET, AND MAKING A FINDING PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (RUBIDOUX COMMERCE PARK)**

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to adopt Resolution No. 2023-102, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS**

**Ayes: L. Altamirano, C. Barajas, G. Silva**

**Noes: B. Berkson, A. Carmona**

**Absent: None**

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to introduce Ordinance No. 2024-01, entitled:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING CHANGE OF ZONE NO. 21003 (CZ 21003) TO CHANGE THE ZONE FROM MEDIUM-MANUFACTURING TO MANUFACTURING-SERVICE COMMERCIAL TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

**Ayes: L. Altamirano, C. Barajas, G. Silva**

**Noes: B. Berkson, A. Carmona**

**Absent: None**

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to introduce Ordinance No. 2024-02, entitled:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, APPROVING DEVELOPMENT AGREEMENT NO. 19001 (DA 19001) BETWEEN THE CITY AND PROFICIENCY CAPITAL, LLC TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

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

A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to adopt Resolution No. 2023-103, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING MASTER APPLICATION NO. 17132 CONSISTING OF TENTATIVE PARCEL MAP NO. 37677 (TPM 37677) AND SITE DEVELOPMENT PERMIT NO. 19008 (SDP 19008), TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

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

A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to initiate a Code Amendment that introduces appropriate standards and broadens the areas within the City where educational facilities can be located, including the M-SC Zone.

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

- B. PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 21272 LAS PALMAS: GENERAL PLAN AMENDMENT (GPA) NO. 21009; CHANGE OF ZONE (CZ) NO. 21011 AND TENTATIVE TRACT MAP (TTM) NO. 37857 AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM; PROJECT: LAS PALMAS PLANNED RESIDENTIAL DEVELOPMENT - SUBDIVIDE 3.84 ACRES OF LAND INTO 36 LOTS FOR SINGLE-FAMILY DETACHED HOMES; LOCATION: NORTH OF 45<sup>TH</sup> STREET BETWEEN OPAL STREET AND PACIFIC AVENUE (APNs: 182-190-015, 182-190-016, AND 182-190-017); (APPLICANT: RC HOBBS COMPANY)**

Miguel Del Rio, Senior Planner, presented the staff report. Mr. Del Rio summarized the project, which includes 36 lots for single-family detached homes. The entitlements for the project include a General Plan Amendment, Change of Zone, and a Tentative Tract Map.

Council Member Armando Carmona asked whether this is the same developer that had a separate project on Hudson Street, which caused a major flooding issue with one of the neighbors. He questioned whether this issue has been resolved.

Octavio Duran, Assistant City Engineer, responded that all the issues have been addressed. He also noted that the City's engineering team reviews the hydrology reports and the grading to ensure the project will meet all of the City's requirements for grading and water quality.

Further discussion followed regarding the PUD zoning which allows for more creative projects and public amenities.

Council Member Brian Berkson requested that the developer install concrete tiles on all of the roofs, concrete walkways in the courtyards, and concrete sidewalks to ensure a longer lifespan and durability for high traffic areas.

Mayor Chris Barajas opened the public hearing.

Bob Beers, representing RC Hobbs, (applicant), spoke on behalf of the project. He agreed to install concrete tile on all the roofs, however, he asked for reconsideration to install asphalt on the courtyards, as all of the internal streets are maintained by the HOA. He addressed the drainage issues on Hudson and described how the wall design caused a problem with the inlet and the adjoining property owner. He offered to answer any questions.

Bernard Murphy spoke in support of this project, stating that if you want to do something about homelessness, you need to build homes.

Vicky Goedhart voiced opposition to the project as she experienced flooding issues due to the project on Hudson Street. She expressed her view that the developer is an irresponsible builder and she has spent approximately \$100,000 in attorney fees to resolve the issue flooding issues on her property.

Masaki Mendoza spoke in support of the project, citing various research studies that when you build more housing, the cost of housing will lead to lower prices. He encouraged the Council to support the development of high density homes to keep housing affordable.

Adrian Cantero stated that rural residents that want to work are being evicted because they cannot afford the housing.

Bob Beers, representing RC Hobbs, (applicant), stated that they are trying to build an affordable housing project which is innovative and he believes it will provide additional housing for residents and their families.

Council Member Leslie Altamirano stated that she was concerned about the comments made by Ms. Goedhart. She asked how the City can protect residents from any future issues.

Joe Perez, Community Development Director, responded that City staff will be vigilant in terms of reviewing plans and will also, through the inspection process work to ensure similar issues do not occur.

Council Member Armando Carmona voiced opposition to the project as he believes it is appealing a developer who is trying to increase density where it is not necessary.

Further discussion followed.

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

**A motion was made by Council Member Brian Berkson, seconded by Council Member Leslie Altamirano, to adopt Resolution No. 2023-104, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM TO ALLOW FOR THE SUBDIVISION AND DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, and 182-190-017) (LAS PALMAS PROJECT)**

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

**Noes: A. Carmona**

**Absent: None**

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to introduce Ordinance No. 2024-03, entitled:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP FOR CHANGE OF ZONE NO. 21011 CONSISTING OF APPROXIMATELY 3.84 ACRES LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) CHANGING THE**

**ZONING MAP FROM ONE FAMILY DWELLINGS (R-1) TO PLANNED UNIT DEVELOPMENT (PUD) (LAS PALMAS PROJECT)**

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

**A motion was made by Council Member Leslie Altamirano, seconded by Council Member Brian Berkson, to adopt Resolution No. 2023-105 as amended to include the following conditions: 1) developer shall install concrete tile on all the roofs; 2) developer shall install concrete sidewalks; and 3) with a strong recommendation that the developer upgrade the courtyards from asphalt to concrete, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING TENTATIVE TRACT MAP NO. 37857 TO ALLOW FOR THE SUBDIVISION AND DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) (LAS PALMAS PROJECT)**

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

- C. PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 22153 (GPA22003, SP266A5, CZ22002, SP22001, TTM38504, DA22001) TO ESTABLISH THE VERNOLA RANCH SPECIFIC PLAN TO ALLOW UP TO 1,576 RESIDENTIAL DWELLING UNITS (SINGLE-FAMILY, MULTI-FAMILY, TOWNHOMES, AND OTHER HOUSING TYPES), RECREATION AREAS, A NETWORK OF TRAILS AND PARKS, INTERNAL STREET NETWORK, OPEN SPACE, LANDSCAPING, AND STREET IMPROVEMENTS ON 153-ACRES; SPECIFIC PLAN AMENDMENT NO. 266A5 TO REMOVE PLANNING AREAS 10, 13, 15, AND 20 FROM THE I-15 CORRIDOR SPECIFIC PLAN; CHANGE OF ZONE NO. 22002 TO APPLY THE VERNOLA RANCH SPECIFIC PLAN ZONE; DEVELOPMENT AGREEMENT NO. 22001; AND TENTATIVE TRACT MAP NO. 38504 TO SUBDIVIDE 198.87 GROSS ACRES TO ALLOW THE DEVELOPMENT, AND CERTIFY AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; LOCATION: GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH, LIMONITE TO THE SOUTH; (APPLICANT: MCCUNE & ASSOCIATES, INC.)**



Roberto Gonzalez, Senior Planner, presented the staff report. Mr. Gonzalez summarized the project, which is for 1,576 residential units on a 153-acre project site, with 10.23 acres designated as Open Space - Recreation. The site includes a 9-acre School Overlay for a future school, should the Jurupa Unified School District choose to acquire the land. The required entitlements are a General Plan Amendment, Change of Zone, Specific Plan Amendment, Tentative Tract Map, and Development Agreement. Mr. Gonzalez highlighted the proposed right-of-way improvements, various traffic calming measures, open space features and amenities. He added that the project will be subject to the City's inclusionary housing ordinance, which provides options for affordable housing.

Joe Perez, Community Development Director, summarized the benefits of the project which will transform a vacant site into a vibrant residential neighborhood, replace the current 20.1 industrial use with a residential use which will provide support for new businesses in the Jurupa Valley area, eliminate public nuisance and safety issues, and provide major transportation improvements to improve public safety, such as traffic calming measures, a new traffic signal, bike path, multi-purpose trail, and aesthetics. He noted that the project also supports the City's housing goals as it allows for a variety of housing types and is subject to the City's inclusionary housing ordinance to provide affordable housing.

Further discussion followed.

Octavio Duran, Assistant City Engineer, provided additional information regarding the project's traffic analysis and traffic impact studies.

Mayor Chris Barajas opened the public hearing.

The City Clerk announced that she received a letter of support from the Center for Community Action and Environmental Justice and the Inland Equity Votes California Partnership Action Fund that included a petition of support.

Fayres Hall, Albert A. Webb Associates (representing the applicant), provided some background of the project, including how the City Council requested a complete redesign which included more and diversified housing options, a replacement of the industrial land use with apartments which is a more compatible use, and traffic calming measures on Pats Ranch Road with three roundabouts.

Geoff Smith, Lennar (applicant), spoke on behalf of the project. He described the project and pointed out various amenities such as a tree lined boulevard and open space that will create a sense of arrival to Vernola Ranch. He reported that 25% of the overall community will be reserved for open space, trails, and the Vernola Ranch Park. He highlighted the project's architecture and elevations, and the proposed school site. He offered to answer any questions.

Adrian Cantero spoke regarding the current mental health epidemic. He questioned why more teachers will be hired when there are existing teachers that are suffering from a lack of resources.

Cindy Shier spoke in opposition to the project, stating that she believes that the current equestrian lifestyle is being pushed out by high density housing. She voiced concern that the project will bring additional traffic congestion to the area and she will miss the quality of life that she once knew.

Robert Garcia stated that as a board member of the Jurupa Unified School District, he wanted to dispel any misconceptions that the Jurupa Valley Schools are going to be overcrowded, noting that District's schools are currently down 18,000 students. He spoke in favor of the project.

George Ruiz, spoke in favor of the project as Jurupa Valley is deserving of this type of housing. He stated the median income of Jurupa Valley is going up which means there are residents that can afford this type of housing. The project will also encourage additional commercial development that residents have been asking for.

Masaki Mendoza spoke in support of the project, referencing how it is in the interests of preserving the environment. He encouraged the Council to take the lead in choosing to provide denser housing which will make housing more affordable for future generations.

Lisa Lane spoke in opposition to the project as it will add a minimum of 3,500 or more cars and the traffic, noise and pollution will be extreme. She asked the Council to require the builder to add an on/off ramp at Bellegrave to accommodate the additional traffic. Also, the Canadian geese and other migratory birds use this as a feeding/resting area.

Anthony Kelly, Jr., stated that affordable housing is a beautiful blessing, however, the goal of government is to protect the wellbeing of its constituents and no one would like to live next to 1.3 million square ft. of warehousing.

Rick Bondar, (applicant), spoke in support of the project and offered to answer any questions.

Further discussion followed.

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to adopt Resolution No. 2023-106, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF**

**OVERRIDING CONSIDERATIONS FOR THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS, INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to introduce Ordinance No. 2024-04, as amended to include that the concrete sidewalk will be required unless the Jurupa Community Services District deems it unfeasible, entitled:**

*City Attorney Peter Thorson clarified that all six of the owners should be listed in the ordinance, not just the one applicant.*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING CHANGE OF ZONE NO. 22002 TO CHANGE THE ZONE FROM ONE-(1) FAMILY DWELLINGS MEDIUM MANUFACTURING (R-1) AND INDUSTRIAL PARK (I-P) TO SPECIFIC PLAN (SP) ZONE TO PERMIT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to introduce Ordinance No. 2024-05, entitled:**

*City Attorney Peter Thorson clarified that all six of the owners should be listed in the ordinance, not just the one applicant.*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING DEVELOPMENT AGREEMENT NO. 22001 (DA 22001) BETWEEN THE CITY AND MCCUNE & ASSOCIATES TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to adopt Resolution No. 2023-107, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING SPECIFIC PLAN NO. 22001, SPECIFIC PLAN AMENDMENT NO. 266A5, AND TENTATIVE TRACT MAP NO. 38504 TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS, INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN)**

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

**D. PUBLIC HEARING TO CONSIDER GENERAL PLAN AMENDMENT BATCH:**

**(1) LAS PALMAS - MASTER APPLICATION (MA) NO. 21272: GENERAL PLAN AMENDMENT (GPA) NO. 21009; CHANGE OF ZONE (CZ) NO. 21011 AND TENTATIVE TRACT MAP (TTM) NO. 37857 AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM; LAS PALMAS PLANNED RESIDENTIAL DEVELOPMENT - SUBDIVIDE 3.84 ACRES OF LAND INTO 36 LOTS FOR SINGLE-FAMILY DETACHED HOMES LOCATED**

**NORTH OF 45TH STREET BETWEEN OPAL STREET AND PACIFIC AVENUE (APNs: 182-190-015, 182-190-016, and 182-190-017); APPLICANT: RC HOBBS COMPANY**

**(2) VERNOLA RANCH SPECIFIC PLAN - MASTER APPLICATION (MA) NO. 22153: (GPA22003, SP266A5, CZ22002, SP22001, TTM38504, DA22001) TO ESTABLISH THE VERNOLA RANCH SPECIFIC PLAN TO ALLOW UP TO 1,576 RESIDENTIAL DWELLING UNITS (SINGLE-FAMILY, MULTI-FAMILY, TOWNHOMES, AND OTHER HOUSING TYPES), RECREATION AREAS, A NETWORK OF TRAILS AND PARKS, INTERNAL STREET NETWORK, OPEN SPACE, LANDSCAPING, AND STREET IMPROVEMENTS ON 153-ACRES; SPECIFIC PLAN AMENDMENT NO. 266A5 TO REMOVE PLANNING AREAS 10, 13, 15, AND 20 FROM THE I-15 CORRIDOR SPECIFIC PLAN; CHANGE OF ZONE NO. 22002 TO APPLY THE VERNOLA RANCH SPECIFIC PLAN ZONE; DEVELOPMENT AGREEMENT NO. 22001; AND TENTATIVE TRACT MAP NO. 38504 TO SUBDIVIDE 198.87 GROSS ACRES TO ALLOW THE DEVELOPMENT, AND CERTIFY AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; LOCATION: GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH, LIMONITE TO THE SOUTH; APPLICANT: MCCUNE & ASSOCIATES, INC.**

Joe Perez, Community Development Director, presented the staff report. Mr. Perez reported that the state of California limits the number of General Plan Amendments that can be approved in any calendar year. The City Council has previously approved three different batched amendments and this would be the fourth that would be allowed.

Further discussion followed.

Mayor Chris Barajas opened the public hearing.

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to adopt Resolution No. 2023-108, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, APPROVING (1) GENERAL PLAN AMENDMENT NO. 22003 TO CHANGE THE LAND USE DESIGNATION OF APN 160-050-005 FROM BUSINESS PARK (BP) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO VERY HIGH DENSITY RESIDENTIAL (VHDR), APN 160-050-029 FROM BP TO HIGH DENSITY RESIDENTIAL (HDR), APN 160-050-**

**063 FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO HDR, APN 160-050-067 FROM BP AND MDR TO HDR AND MEDIUM HIGH DENSITY RESIDENTIAL (MHDR), AND APN 160-050-070 FROM BP AND MDR TO MHDR, HDR, HIGHEST DENSITY RESIDENTIAL (HHDR) AND OPEN SPACE RESIDENTIAL (OS-R) ON 153 ACRES LOCATED EAST OF INTERSTATE 15 (I-15), WEST OF PATS RANCH ROAD, SOUTH OF BELLEGRAVE AVENUE, AND NORTH OF LIMONITE AVENUE TO ALLOW THE CONSTRUCTION OF 1,576 RESIDENTIAL DWELLING UNITS (VERNOLA RANCH SPECIFIC PLAN PROJECT); AND (2) GENERAL PLAN AMENDMENT NO. 21009 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM MDR TO HDR ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) TO ALLOW FOR THE DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES (LAS PALMAS PROJECT)**

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

**Noes: A. Carmona**

**Absent: None**

## **18. COUNCIL BUSINESS**

### **A. APPOINTMENTS TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

City Clerk Victoria Wasco presented the staff report.

Mayor Chris Barajas invited the following individuals to address the Council and share why they are interested in serving on the Community Development Advisory Committee:

George Ruiz  
Sonia Wraich

**A motion was made by Council Member Brian Berkson, seconded by Mayor Chris Barajas, to appoint George Ruiz to fill an unscheduled vacancy on the Community Development Advisory Committee for a term expiring in December 2026.**

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

**Noes: None**

**Absent: None**

**A motion was made by Mayor Chris Barajas, seconded by Council Member Brian Berkson, to appoint Sonia Wraich to fill an unscheduled vacancy on the Community Development Advisory Committee for a term expiring in December 2026.**

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

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

Staff Report presented by Victoria Wasko, City Clerk. In accordance with Ordinance No. 2019-04, the terms of the members of the City's Planning Commission shall be subject to reconfirmation by the City Council in December of each year.

**A motion was made by Mayor Pro Tem Guillermo Silva, seconded by Mayor Chris Barajas, to reconfirm the appointment of Rachel Lopez, pursuant to Ordinance No. 2019-04.**

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

**A motion was made by Council Member Armando Carmona, seconded by Mayor Chris Barajas, to reconfirm the appointment of Joanna Medina, pursuant to Ordinance No. 2019-04.**

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

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Chris Barajas, to reconfirm the appointment of David McEachern, pursuant to Ordinance No. 2019-04.**

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

**C. ANNUAL RECONFIRMATION PROCESS FOR MEMBERS OF THE PLANNING COMMISSION**

Staff Report presented by Victoria Wasko, City Clerk. In accordance with Ordinance No. 2013-11, the terms of the members of the City's Planning Commission shall be subject to reconfirmation by the City Council in December of each year.

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to reconfirm the appointment of Hakan Jackson, pursuant to Ordinance No. 2013-11.**



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

**A motion was made by Mayor Chris Barajas, seconded by Mayor Pro Tem Guillermo Silva, to reconfirm the appointment of Penny Newman, pursuant to Ordinance No. 2013-11.**

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

**A motion was made by Council Member Brian Berkson, seconded by Council Member Leslie Altamirano, to reconfirm the appointment of Arleen Pruitt, pursuant to Ordinance No. 2013-11.**

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

**A motion was made by Mayor Pro Tem Guillermo Silva, seconded by Council Member Leslie Altamirano, to reconfirm the appointment of Laura Shultz, pursuant to Ordinance No. 2013-11.**

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

**A motion was made by Council Member Armando Carmona, to reconfirm the appointment of Yesenia Villagomez, pursuant to Ordinance No. 2013-11.**

#### **MOTION DIED FOR LACK OF A SECOND**

*Following the vote, the City Clerk was directed to advertise the unscheduled vacancy pursuant to Jurupa Valley Municipal Code § 2.35.030.*

#### **D. ANNUAL RECONFIRMATION PROCESS FOR MEMBERS OF THE PUBLIC WORKS ADVISORY COMMITTEE**

Staff Report presented by Victoria Wasko, City Clerk. In accordance with Ordinance No. 2022-13, the terms of the members of the City's Public Works Advisory Committee shall be subject to reconfirmation by the City Council in December of each year.

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to reconfirm the appointment of Jose Cuellar, pursuant to Ordinance No. 2022-13.**

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

**A motion was made by Council Member Brian Berkson, seconded by Council Member Leslie Altamirano, to reconfirm the appointment of Uriel De La Torre, pursuant to Ordinance No. 2022-13.**

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

**A motion was made by Mayor Chris Barajas, seconded by Council Member Leslie Altamirano, to reconfirm the appointment of Robert Galindo, pursuant to Ordinance No. 2022-13.**

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

**A motion was made by Council Member Brian Berkson, seconded by Mayor Chris Barajas, to reconfirm the appointment of Mayra Jackson, pursuant to Ordinance No. 2022-13.**

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

**A motion was made by Mayor Pro Tem Guillermo Silva, seconded by Mayor Chris Barajas, to reconfirm the appointment of Alondra Munoz, pursuant to Ordinance No. 2022-13.**

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

**A motion was made by Council Member Armando Carmona, seconded by Council Member Brian Berkson, to reconfirm the appointment of Uriel De La Torre, pursuant to Ordinance No. 2022-13.**

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

**E. APPOINTMENT OF REPRESENTATIVES AND ALTERNATES TO REGIONAL BOARDS AND COMMITTEES**

City Clerk Victoria Wasko reported that the Council is being asked to consider appointments to various regional Boards and/or Committees for the 2024 calendar year.

**A motion was made by Council Member Leslie Altamirano, seconded by Council Member Brian Berkson, to approve travel and/or reimbursement of expenses to attend upcoming conferences and make the following appointments for the 2024 Calendar Year:**

1. Northwest Mosquito and Vector Control District (2-year term) – Mayor-Elect Guillermo Silva, Representative. (No alternate required)
2. Public Entity Risk Management Authority (PERMA) – City Manager Rod Butler, Representative, Connie Cardenas, Administrative Services Director, Alternate
3. Riverside County Transportation Commission (RCTC) – Mayor Pro Tem-Elect Brian Berkson, Representative, Council Member Armando Carmona, Alternate
4. Riverside Transit Agency (RTA) – Mayor Pro Tem-Elect Brian Berkson, Representative, Council Member Armando Carmona, Alternate
5. Western Riverside Council of Governments (WRCOG) – Council Member Chris Barajas, Representative, Mayor Pro Tem-Elect Brian Berkson, Alternate
6. Western Riverside County Regional Conservation Authority (RCA) Council Member Leslie Altamirano, Representative, Mayor-Elect Guillermo Silva, Alternate
7. City Celebration Committee – Mayor-Elect Guillermo Silva and Mayor Pro Tem-Elect Brian Berkson
8. Legislative Ad Hoc Committee - Mayor-Elect Guillermo Silva and Mayor Pro Tem-Elect Brian Berkson

**E.2 CONSIDERATION OF A RESOLUTION APPROVING A REVISED FAIR POLITICAL PRACTICES COMMISSION FORM 806 REFLECTING THE APPOINTMENTS MADE TO THE REGIONAL BOARDS AND COMMISSIONS**

**A motion was made by Council Member Leslie Altamirano, seconded by Mayor Pro Tem Guillermo Silva, to adopt Resolution No. 2023-109, entitled:**

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

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

**19. CITY ATTORNEY’S REPORT**

City Attorney Peter Thorson had no report.

**20. COUNCIL MEMBER REPORTS AND COMMENTS**

Council Member Leslie Altamirano announced that a food and toy giveaway will be held at the Sikh Food Pantry on Mission Blvd. in Rubidoux on Saturday. They are also looking for volunteers. She thanked all the local businesses that provided support to the various toy drives held throughout the city.

Mayor Pro Tem Silva thanked all the community organizations and volunteers who came out to support the “Christmas with Friends” event. He conveyed a Merry Christmas and Happy New Year to all.

Council Member Armando Carmona wished everyone a happy holiday. He stated that he grew up in Jurupa Valley and he loves the city. He expressed his view that the City Council removed the only Latina from the Planning Commission, which is an example of the “corruption and tyranny” that is occurring. He promised to continue to work for the community.

**21. ADJOURNMENT**

There being no further business before the City Council, Mayor Chris Barajas adjourned the meeting at 1:32 a.m.

The next meeting of the Jurupa Valley City Council will be held January 18, 2024 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

---

Victoria Wasko, CMC  
City Clerk

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 11.B

**CHECK REGISTERS**

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### **RECOMMENDATION**

That the City Council ratify the check registers dated November 29, and December 7, 13, 21, and 28, 2023 as well as the payroll registers dated November 24, 30 and December 8 and 22, 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 December 7, 2023 includes a \$16,469.60 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

### **OTHER INFORMATION**

None.

### **FINANCIAL IMPACT**

Check registers:

|            |                 |
|------------|-----------------|
| 11/29/2023 | \$ 1,043,050.26 |
| 12/07/2023 | \$ 769,262.30   |
| 12/13/2023 | \$ 1,863,434.90 |
| 12/21/2023 | \$ 463,407.27   |

12/28/2023 \$ 13,593.93

Payroll registers:

11/24/2023 \$ 259,655.61

11/30/2023 \$ 3,126.08

12/08/2023 \$ 351,680.71

12/22/2023 \$ 285,727.90

TOTAL \$ 5,052,938.96

**ALTERNATIVES**

1. Not ratify the attached check registers.

Prepared by:



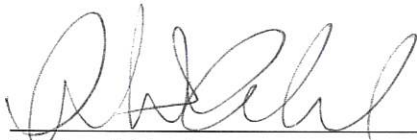
Connie Cardenas  
Administrative Services Director

Submitted by:



Rod B. Butler  
City Manager

Reviewed by:



Michael Flad  
Assistant City Manager

**Attachments:**

1. Check registers dated November 29 and December 7, 13, 21, and 28, 2023.
2. Payroll registers dated November 24, 30, and December 8 and 22, 2023.

Bank : chase CHASE BANK

| Check # | Date       | Vendor | Invoice                     | Inv Date        | Description | Amount Paid                  | Check Total |
|---------|------------|--------|-----------------------------|-----------------|-------------|------------------------------|-------------|
| 20262   | 11/29/2023 | 03415  | AMAZON.COM SERVICES LLC     | 1QYW-TV64-3FQ1  | 11/27/2023  | NOV 2023 SUPPLIES - COMMUNI  | 496.69      |
|         | Voucher:   |        |                             | 14YX-YYN3-QQF\  | 11/19/2023  | NOV 2023 SUPPLIES - PUBLIC W | 460.35      |
|         |            |        |                             | 11JR-7Y6Q-KXRM  | 11/28/2023  | NOV 2023 SUPPLIES - COMMUNI  | 297.65      |
|         |            |        |                             | 16FK-1HLV-GHGF  | 11/1/2023   | NOV 2023 SUPPLIES - NON DEP  | 246.75      |
|         |            |        |                             | 1MH9-3FTR-7XFP  | 11/9/2023   | NOV 2023 SUPPLIES - CITY MAN | 241.25      |
|         |            |        |                             | 1TWK-HRF1-64DF  | 11/8/2023   | NOV 2023 SUPPLIES - NON DEP  | 191.79      |
|         |            |        |                             | 1LH9-HJYN-6XGN  | 11/3/2023   | NOV 2023 SUPPLIES - PUBLIC W | 146.10      |
|         |            |        |                             | 1KJF-9GCH-16FR  | 11/7/2023   | NOV 2023 SUPPLIES - I.T      | 106.65      |
|         |            |        |                             | 11LF-7M1M-DTPD  | 11/1/2023   | NOV 2023 SUPPLIES - PUBLIC W | 76.55       |
|         |            |        |                             | 1CKH-PWTF-6VFI  | 11/10/2023  | NOV 2023 SUPPLIES - CITY MAN | 34.47       |
|         |            |        |                             | 13MX-1HGM-CNR   | 11/15/2023  | NOV 2023 SUPPLIES - PUBLIC W | 30.16       |
|         |            |        |                             | 1LCX-YF1K-6V9R  | 11/14/2023  | NOV 2023 SUPPLIES - I.T      | 28.00       |
|         |            |        |                             | 1KJF-9GCH-4XVR  | 11/8/2023   | NOV 2023 SUPPLIES - PUBLIC W | 18.85       |
|         |            |        |                             | 1V9K-LQXQ-1X9K  | 11/20/2023  | NOV 2023 SUPPLIES - H.R      | 18.20       |
|         |            |        |                             |                 |             |                              | 2,393.46    |
| 20263   | 11/29/2023 | 03030  | AMERICAN RENTALS, INC.      | 170827          | 9/7/2023    | POP-UP LIGHT RENTAL - PLANNI | 354.07      |
|         | Voucher:   |        |                             |                 |             |                              | 354.07      |
| 20264   | 11/29/2023 | 03939  | ANDERSON, MITCHELL HUNTER   | 112823          | 11/28/2023  | SANTA PHOTO BOOTH - JV TREE  | 700.00      |
|         | Voucher:   |        |                             |                 |             |                              | 700.00      |
| 20265   | 11/29/2023 | 01367  | APSCREEN                    | 16704           | 11/15/2023  | EMPLOYMENT BACKGROUND C      | 190.00      |
|         | Voucher:   |        |                             |                 |             |                              | 190.00      |
| 20266   | 11/29/2023 | 03540  | AT&T CORP                   | 000020826799    | 11/13/2023  | FIRE ALARM LANDLINE OCT 202  | 60.98       |
|         | Voucher:   |        |                             |                 |             |                              | 60.98       |
| 20267   | 11/29/2023 | 03539  | AT&T MOBILITY NATIONAL ACCT | 287314715062X11 | 11/12/2023  | NOV 2023 WIRELESS SVCS- ACC  | 2,010.00    |
|         | Voucher:   |        |                             |                 |             |                              | 2,010.00    |
| 20268   | 11/29/2023 | 03734  | BADAWI & ASSOCIATES         | 1510            | 11/6/2023   | 2023 AUDIT PROGRESS BILLING  | 19,759.50   |
|         | Voucher:   |        |                             |                 |             |                              | 19,759.50   |
| 20269   | 11/29/2023 | 03267  | BARBOSA GENERAL CONSTRUCT   | 1079            | 11/21/2023  | HOME REHAB PROGRAM - CLIEI   | 10,000.00   |
|         | Voucher:   |        |                             |                 |             |                              | 10,000.00   |
| 20270   | 11/29/2023 | 02927  | BLAIS & ASSOCIATES, LLC     | BA_6499_2023    | 11/15/2023  | OCT 2023 JYV GRANT RESEARC   | 2,640.00    |
|         | Voucher:   |        |                             | BA_6435_2023    | 11/15/2023  | OCT 2023 PROF SVCS EECBG V   | 1,670.75    |
|         |            |        |                             |                 |             |                              | 4,310.75    |
| 20271   | 11/29/2023 | 03837  | CARDENAS, EDITH             | B22-003784 CDWI | 8/18/2023   | B22-003784 CDWD 3930 MENNE   | 2,000.00    |
|         | Voucher:   |        |                             |                 |             |                              | 2,000.00    |
| 20272   | 11/29/2023 | 03195  | CINTAS                      | 4172173364      | 10/27/2023  | OCT 2023 WEEKLY UNIFORM CL   | 177.03      |
|         | Voucher:   |        |                             |                 |             |                              | 177.03      |

| Bank : chase CHASE BANK |            | (Continued) |  |            |                              |             |             |
|-------------------------|------------|-------------|--|------------|------------------------------|-------------|-------------|
| Check #                 | Date       | Vendor      | Invoice                                  | Inv Date   | Description                  | Amount Paid | Check Total |
| 20273                   | 11/29/2023 | 00024       | CITY OF BREA, - ACCOUNT RECIASIT001333   | 11/16/2023 | OCT 2023 IT SERVICES         | 2,760.00    | 2,760.00    |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20274                   | 11/29/2023 | 00196       | CIVIC SOLUTIONS, INC 100123              | 11/3/2023  | BILLING FOR OCTOBER 2023     | 162,929.25  | 162,929.25  |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20275                   | 11/29/2023 | 01100       | COLONIAL LIFE INS CO 120123              | 12/1/2023  | DEC 2023 EMP. CAFETERIA PLAI | 8,089.28    | 8,089.28    |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20276                   | 11/29/2023 | 03936       | CONTRERAS, MAYRA ALEXZAND208             | 11/16/2023 | CITY HALL - HOLIDAY DECOR SV | 1,665.00    | 1,665.00    |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20277                   | 11/29/2023 | 03831       | CORDOVA, ALEJANDRO B23-001515            | 8/24/2023  | B23-001515 2140 GAIL DR      | 286.50      | 286.50      |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20278                   | 11/29/2023 | 01540       | COUNTY OF RIVERSIDE, EMERG23-24Q1        | 10/13/2023 | JULY-SEP 2023 AGREEMENT FOI  | 20,000.00   | 20,000.00   |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20279                   | 11/29/2023 | 01360       | COUNTY OF RIVERSIDE, SHERIF SH0000044460 | 11/15/2023 | OCT 2023 EXTRA DUTY CITY COU | 876.07      | 876.07      |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20280                   | 11/29/2023 | 01360       | COUNTY OF RIVERSIDE, SHERIF SH0000044462 | 11/15/2023 | 71362 EXTRA DUTY GRADE SEP   | 559.24      | 559.24      |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20281                   | 11/29/2023 | 01360       | COUNTY OF RIVERSIDE, SHERIF SH0000044461 | 11/15/2023 | OCT 2023 EXTRA DUTY - COMMI  | 260.75      | 260.75      |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20282                   | 11/29/2023 | 03839       | DELANY, SALMON B21-002373 CDW            | 8/18/2023  | B21-002373 CDWD 4545 RUTILE  | 10,000.00   | 10,000.00   |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20283                   | 11/29/2023 | 00015       | EDISON - SOUTHERN CALIFORNI700668382079  | 11/15/2023 | JVOC ELECTRIC CHARGES        | 1,845.33    | 1,845.33    |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20284                   | 11/29/2023 | 00015       | EDISON - SOUTHERN CALIFORNI700829302049  | 11/17/2023 | CFD 2013-001 STREET LIGHT EL | 280.84      |             |
|                         |            | Voucher:    | 700795567570                             | 11/17/2023 | CFD TRAFFIC SIGNAL ELECTRIC  | 150.66      | 431.50      |
| 20285                   | 11/29/2023 | 00015       | EDISON - SOUTHERN CALIFORNI700578058410  | 11/17/2023 | LLMD ELECTRIC CHARGES        | 189.92      |             |
|                         |            | Voucher:    | 700840023377                             | 11/17/2023 | LLMD ELECTRIC CHARGES        | 87.48       | 277.40      |
| 20286                   | 11/29/2023 | 00015       | EDISON - SOUTHERN CALIFORNI700819583760  | 11/17/2023 | CFD 2013-001 ELECTRIC CHARG  | 144.56      |             |
|                         |            | Voucher:    | 700819591642                             | 11/17/2023 | CFD 2013-001 ELECTRIC CHARG  | 2.01        | 146.57      |
| 20287                   | 11/29/2023 | 02180       | EMPIRE GROUP OF COMPANIES 63345          | 9/18/2023  | BUSINESS CARDS               | 59.81       | 59.81       |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20288                   | 11/29/2023 | 00587       | FASTENAL COMPANY CAJUR64514              | 10/31/2023 | PUBLIC WORKS SUPPLIES        | 760.60      | 760.60      |
|                         |            | Voucher:    |  |            |                              |             |             |
| 20289                   | 11/29/2023 | 03935       | FAT SHOT 121623-1                        | 11/21/2023 | CATERING: STAFF QUATERLY CI  | 2,646.00    | 2,646.00    |
|                         |            | Voucher:    |  |            |                              |             |             |



| Bank : chase CHASE BANK |            |          | (Continued)                             |            |                             |                              |             |            |
|-------------------------|------------|----------|---|------------|-----------------------------|------------------------------|-------------|------------|
| Check #                 | Date       | Vendor   | Invoice                                 | Inv Date   | Description                 | Amount Paid                  | Check Total |            |
| 20290                   | 11/29/2023 | 03935    | FAT SHOT                                | 121623-2   | 11/21/2023                  | CATERING: STAFF QUARTERLY C  | 1,764.00    | 1,764.00   |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20291                   | 11/29/2023 | 02966    | FRANCHISE TAX BOARD                     | 110123     | 9/6/2023                    | PAYMENT WITHHOLDING NOV 20   | 150.00      | 150.00     |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20292                   | 11/29/2023 | 03829    | GONZALEZ, RAYMOND                       | B23-001518 | 9/8/2023                    | B23-001518 11526 ANTIGUA DR  | 180.00      | 180.00     |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20293                   | 11/29/2023 | 01842    | GRANICUS, LLC                           | 174059     | 10/30/2023                  | ENTERPRISE - GOVERNMENT E    | 121,310.71  |            |
|                         |            | Voucher: | 175472                                  | 12/1/2023  | DEC 2023 VIDEO STREAMING SV | 1,813.65                     | 123,124.36  |            |
| 20294                   | 11/29/2023 | 03268    | HARRIS & ASSOCIATES, INC.               | 60329      | 11/15/2023                  | OCT 2023 PROF SVCS PROJ#12   | 5,502.50    | 5,502.50   |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20295                   | 11/29/2023 | 00033    | HR GREEN                                | 168650     | 11/7/2023                   | OCT 2023 PROF SVCS           | 150,380.19  | 150,380.19 |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20296                   | 11/29/2023 | 03926    | HUGHES, PATRICK                         | 00189      | 11/22/2023                  | COUNCIL DIAZ - AUDIO REPAIRS | 450.00      | 450.00     |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20297                   | 11/29/2023 | 03833    | IBARRIA, JOSE                           | B22-002102 | 9/5/2023                    | B22-002102 6088 FELSPAR ST   | 562.30      | 562.30     |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20298                   | 11/29/2023 | 00051    | JOE A. GONSALVES & SON                  | 161190     | 11/16/2023                  | DEC 2023 LEGISLATIVE SERVICE | 3,000.00    | 3,000.00   |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20299                   | 11/29/2023 | 01968    | KOA CORPORATION                         | JC36045-8  | 10/30/2023                  | 71376 OCT 2023 PROF SVCS SUI | 24,440.44   | 24,440.44  |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20300                   | 11/29/2023 | 02993    | LEGALSHIELD                             | 111523     | 11/15/2023                  | NOV 2023 LEGALSHIELD BENEFI  | 95.70       | 95.70      |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20301                   | 11/29/2023 | 02990    | LIBERTY DENTAL PLAN OF CA, IN0001662369 |            | 11/13/2023                  | DEC 2023 DENTAL HMO          | 324.34      | 324.34     |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20302                   | 11/29/2023 | 03590    | LINCOLN FINANCIAL GROUP                 | 4628689427 | 11/10/2023                  | DEC 2023 INSURANCE PREMIUM   | 4,951.74    | 4,951.74   |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20303                   | 11/29/2023 | 01369    | MCE CORPORATION                         | 2310005    | 11/1/2023                   | OCT 2023 STREET MAINTENANC   | 53,500.00   |            |
|                         |            | Voucher: | 2310004                                 | 11/2/2023  | OCT 2023 SPRAYING HERBICIDE | 3,526.38                     | 57,026.38   |            |
| 20304                   | 11/29/2023 | 03436    | MCNAY, HEATHER LYNN                     | 113023     | 11/28/2023                  | 2023 JV CITY HALL CHRISTMAS  | 550.00      | 550.00     |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20305                   | 11/29/2023 | 03501    | MILLER GASES & EQUIPMENT C01014557      |            | 9/12/2023                   | PUBLIC WORKS SUPPLIES - STR  | 2,947.13    | 2,947.13   |
|                         |            | Voucher: |   |            |                             |                              |             |            |
| 20306                   | 11/29/2023 | 02988    | MUNICIPAL DENTAL POOL                   | 120123     | 12/1/2023                   | DEC 2023 DELTA DENTAL PPO    | 2,341.03    | 2,341.03   |
|                         |            | Voucher: |   |            |                             |                              |             |            |

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| 20307   | 11/29/2023 | 02078  | PATH OF LIFE MINISTRIES      | OCT2023        | 10/31/2023  | OCT 2023 PATH OF LIFE - PSG H | 12,755.31   | 12,755.31  |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20308   | 11/29/2023 | 03827  | PENA, JOE                    | B21-002945 CDW | 9/7/2023    | B21-002945 CDWD 10710 50TH S  | 5,000.00    | 5,000.00   |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20309   | 11/29/2023 | 00003  | PETTY CASH                   | 112823         | 11/28/2023  | 2023 JV CHRISTMAS TREE LIGH   | 800.00      | 800.00     |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20310   | 11/29/2023 | 03828  | PONCE, JOSE                  | B22-001623 CDW | 9/7/2023    | B22-001623 CDWD 7509 LAKESIDE | 1,500.00    | 1,500.00   |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20311   | 11/29/2023 | 03938  | RAMBOLL AMERICAS ENGINEERING | 1940029585     | 9/26/2023   | CS22003 AUG 2023 JV APPALOO   | 125.93      | 125.93     |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20312   | 11/29/2023 | 03609  | RC HOBBS COMPANY             | B22-002877 CDW | 7/6/2023    | B22-002877 CDWD 8432 BROTH    | 5,000.00    |            |
|         | Voucher:   |        |                              |                |             |                               |             |            |
|         |            |        |                              | B22-002875 CDW | 7/6/2023    | B22-002875 CDWD 8408 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002878 CDW | 7/5/2023    | B22-002878 CDWD 8444 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002879 CDW | 7/5/2023    | B22-002879 CDWD 8456 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002896 CDW | 7/3/2023    | B22-002896 CDWD 8516 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002843 CDW | 7/3/2023    | B22-002843 CDWD 9019 BLACK T  | 5,000.00    |            |
|         |            |        |                              | B22-002842 CDW | 7/3/2023    | B22-002842 CDWD 9093 60TH ST  | 5,000.00    |            |
|         |            |        |                              | B22-002895 CDW | 7/3/2023    | B22-002895 CDWD 8504 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002902 CDW | 7/3/2023    | B22-002902 CDWD 8407 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002899 CDW | 7/3/2023    | B22-002899 CDWD 8419 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002898 CDW | 7/3/2023    | B22-002898 CDWD 8431 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002897 CDW | 7/3/2023    | B22-002897 CDWD 8491 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002894 CDW | 7/3/2023    | B22-002894 CDWD 8492 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002882 CDW | 7/5/2023    | B22-002882 CDWD 8480 BROTH    | 5,000.00    |            |
|         |            |        |                              | B22-002881 CDW | 7/5/2023    | B22-002881 CDWD 8468 BROTH    | 5,000.00    | 75,000.00  |
| 20313   | 11/29/2023 | 03413  | RCS SAFETY, LLC, ROADWAY COA | 72596          | 11/17/2023  | STREET CLOSURE FOR VETERA     | 15,622.00   | 15,622.00  |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20314   | 11/29/2023 | 03776  | REYES, MANUEL                | B23-000445     | 6/9/2023    | B23-000445 9215 BELDEN CIR    | 285.70      | 285.70     |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20315   | 11/29/2023 | 01463  | RIVERSIDE PERSONNEL, SERVICE | 89951          | 11/22/2023  | STAFFING SERVICES WEEK EN     | 974.70      | 974.70     |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20316   | 11/29/2023 | 00262  | RIVSIDE CNTY DEPT ANIMAL SV  | AN0000002811   | 11/21/2023  | OCT 2023 ANIMAL SERVICES      | 130,832.87  | 130,832.87 |
|         | Voucher:   |        |                              |                |             |                               |             |            |
| 20317   | 11/29/2023 | 03581  | ROADPOST USA INC.            | RU08349056     | 11/24/2023  | EOC SATELITE PHONE PREPAID    | 334.75      | 334.75     |
|         | Voucher:   |        |                              |                |             |                               |             |            |

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| 20318                   | 11/29/2023 | 02947  | RSG, INC.                   | I011058        | 10/31/2023                  | CS22005 RSG3099 - RIO VISTA C  | 3,487.50    | 6,225.00 |
|                         | Voucher:   |        | I011059                     | 10/31/2023     | CS23001 RSG3272 RUBIDOUX C  | 2,737.50                       |             |          |
| 20319                   | 11/29/2023 | 01261  | RUBIDOUX COMMUNITY SVCS D   | 15000000-00    | 11/10/2023                  | RCSD LLMD WATER CHARGES        | 1,379.18    | 6,051.05 |
|                         | Voucher:   |        | 15058100-00                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 1,226.42                       |             |          |
|                         |            |        | 15058200-00                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 996.52                         |             |          |
|                         |            |        | 15058000-00                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 798.08                         |             |          |
|                         |            |        | 15012980-01                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 329.54                         |             |          |
|                         |            |        | 15009600-02                 | 11/10/2023     | RCSD JVOC BLDG IRRIGATION C | 297.21                         |             |          |
|                         |            |        | 15026710-00                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 261.78                         |             |          |
|                         |            |        | 15062100-00                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 183.47                         |             |          |
|                         |            |        | 15013000-01                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 164.11                         |             |          |
|                         |            |        | 15009200-02                 | 11/10/2023     | RCSD JVOC BLDG WATER CHAR   | 157.29                         |             |          |
|                         |            |        | 15009400-02                 | 11/10/2023     | RCSD JVOC BLDG CAR WASH C   | 108.96                         |             |          |
|                         |            |        | 15075004-02                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 106.90                         |             |          |
|                         |            |        | 15058400-00                 | 11/10/2023     | RCSD LLMD WATER CHARGES     | 41.59                          |             |          |
| 20320                   | 11/29/2023 | 03123  | RYAN, KEVIN P.              | 042            | 11/17/2023                  | ARPA ADMINISTRATIVE SVCS       | 2,400.00    | 2,400.00 |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20321                   | 11/29/2023 | 03834  | SAENZ, DAVID                | B22-000585     | 8/22/2023                   | B22-000585 11300 LITTLE DIPPEI | 262.50      | 262.50   |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20322                   | 11/29/2023 | 03832  | SERNA, RUTH                 | B22-001506     | 8/24/2023                   | B22-001506 6038 MISSION BLVD   | 199.50      | 199.50   |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20323                   | 11/29/2023 | 03911  | SMS DIGITAL, KOLA FM RADIO  | IN-1231016271  | 11/29/2023                  | VETERAN'S DAY PARADE ADVEF     | 1,500.00    | 1,500.00 |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20324                   | 11/29/2023 | 02282  | SOUTHERN CALIFORNIA LIGHTIN | 23-1094-2      | 7/18/2023                   | REMAINING BALANCE FOR HOLI     | 4,600.00    | 4,600.00 |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20325                   | 11/29/2023 | 02554  | STANDARD INSURANCE COMPAN   | 120123         | 12/1/2023                   | DEC 2023 LIFE INSURANCE PRE    | 1,238.08    | 1,238.08 |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20326                   | 11/29/2023 | 02970  | STATEWIDE TRAFFIC SAFETY &  | 13011598       | 11/6/2023                   | PUBLIC WORKS STREET SIGNS      | 614.32      | 614.32   |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20327                   | 11/29/2023 | 02349  | STERICYCLE, INC.            | 8005295497     | 11/28/2023                  | NOV 2023 RECYCLE               | 187.14      | 187.14   |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20328                   | 11/29/2023 | 03836  | SUAREZ, JEFFREY             | B22-001618 CDW | 8/21/2023                   | B22-001618 CDWD 7338 LAKESIE   | 1,000.00    | 1,000.00 |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |
| 20329                   | 11/29/2023 | 03933  | SUPERFLY PHOTO, BE SOCIAL E | 20231116-01    | 11/16/2023                  | PHOTO BOOTH TREE LIGHTING      | 550.00      | 550.00   |
|                         | Voucher:   |        |                             |                |                             |                                |             |          |

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| Check #                   | Date       | Vendor      | Invoice                    | Inv Date       | Description                     | Amount Paid                     | Check Total  |           |
| 20330                     | 11/29/2023 | 00370       | T&B PLANNING, INC          | 23-1705        | 11/25/2023                      | CS19002 SEP-OCT 2023 RUBIDO     | 17,024.15    |           |
|                           | Voucher:   |             | 23-1488                    | 10/7/2023      | CS22001- SEP 2023 926-012 VER   | 13,995.26                       | 31,019.41    |           |
| 20331                     | 11/29/2023 | 00100       | THE GAS COMPANY            | 112123         | 11/21/2023                      | OCT 2023 GAS SVCS - CITY HALI   | 15.29        | 15.29     |
|                           | Voucher:   |             |                            |                |                                 |                                 |              |           |
| 20332                     | 11/29/2023 | 03426       | TKE ENGINEERING, INC.      | 2023-573       | 11/1/2023                       | 71382 JULY 2023 GUARD RAIL IN   | 15,955.00    |           |
|                           | Voucher:   |             | 2023-739                   | 11/1/2023      | 71404 AUG 2023 OLD MIRA LOM/    | 11,595.00                       |              |           |
|                           |            |             | 2023-738                   | 11/1/2023      | 71382 AUG 2023 GUARD RAIL IN:   | 9,331.84                        |              |           |
|                           |            |             | 2023-737                   | 11/1/2023      | CIP#21113 AUG 2023 MISSION &    | 6,857.50                        |              |           |
|                           |            |             | 2023-572                   | 11/1/2023      | CIP#21113 JULY 2023 MISSION &   | 5,905.00                        |              |           |
|                           |            |             | 2023-740                   | 11/1/2023      | 71394 AUG 2023 VAN BUREN PA\    | 3,955.00                        |              |           |
|                           |            |             | 2023-497                   | 11/1/2023      | CIP#21113 MAY-JUNE 2023 MISSI   | 3,782.50                        |              |           |
|                           |            |             | 2023-574                   | 11/1/2023      | 71404 JULY 2023 OLD MIRA LOM.   | 1,467.50                        |              |           |
|                           |            |             | 2023-575                   | 11/1/2023      | 71394 JULY 2023 VAN BUREN PA'   | 1,425.00                        | 60,274.34    |           |
| 20333                     | 11/29/2023 | 03183       | TRUE CLEAN SOURCE          | 71             | 11/10/2023                      | 11/13/23-11/17/23 JANITORIAL SV | 1,440.00     |           |
|                           | Voucher:   |             | 69                         | 11/3/2023      | 10/30/23-11/03/23 JANITORIAL SV | 1,440.00                        | 2,880.00     |           |
| 20334                     | 11/29/2023 | 00030       | TYLER TECHNOLOGIES         | 045-445533     | 12/1/2023                       | JAN-DEC 2024 MAINTENANCE &      | 8,361.51     | 8,361.51  |
|                           | Voucher:   |             |                            |                |                                 |                                 |              |           |
| 20335                     | 11/29/2023 | 02994       | ULINE, INC.                | 153958886      | 9/15/2023                       | 2 SIT/STAND DESKSTOP RISER      | 752.32       | 752.32    |
|                           | Voucher:   |             |                            |                |                                 |                                 |              |           |
| 20336                     | 11/29/2023 | 01295       | VAN DYKE LANDSCAPE ARCHITE | 23146          | 9/30/2023                       | SEP 2023 PROFESSIONAL SVCS      | 19,743.49    | 19,743.49 |
|                           | Voucher:   |             |                            |                |                                 |                                 |              |           |
| 20337                     | 11/29/2023 | 01236       | WHITE CAP, L.P.            | 50024308815    | 10/27/2023                      | PUBLIC WORKS SUPPLIES - PEF     | 4,310.00     | 4,310.00  |
|                           | Voucher:   |             |                            |                |                                 |                                 |              |           |
| 20338                     | 11/29/2023 | 03840       | YAM, JUDY                  | B22-001200 CDW | 8/31/2023                       | B22-001200 CDWD 5509 STOCKE     | 10,000.00    |           |
|                           | Voucher:   |             | B22-001153 CDW             | 8/31/2023      | B22-001153 CDWD 5509 STOCKE     | 1,000.00                        | 11,000.00    |           |
| 20339                     | 11/29/2023 | 03835       | ZAVALA, ROSA               | B22-000851 CDW | 8/22/2023                       | B22-000851 CDWD 10054 BERKS     | 2,400.00     |           |
|                           | Voucher:   |             | B22-000851                 | 8/22/2023      | B22-000851 10054 BERKSHIRE D    | 1,181.55                        | 3,581.55     |           |
| Sub total for CHASE BANK: |            |             |                            |                |                                 |                                 | 1,043,335.96 |           |

78 checks in this report.

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| Grand Total All Checks:                       | <u>1,043,335.96</u> |
| Check #19757 - VOIDED/Check #20314 -Reissued: | (285.70)            |
| Grand Total All Checks:                       | 1,043,050.26        |

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| 753     | 11/1/2023  | 00044  | CHASE CARD SERVICES        | 102123           | 11/1/2023  | OCT 2023                       | 16,469.60   | 16,469.60   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 754     | 11/1/2023  | 01082  | ICMA-RC                    | PPE102723401a    | 11/1/2023  | PPE 10/27/23 PLAN # 100284 CIT | 32,303.85   | 32,303.85   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 755     | 11/1/2023  | 01082  | ICMA-RC                    | PPE102723457b    | 11/1/2023  | PPE 10/27/23 PLAN# 307290 CITY | 11,641.39   | 11,641.39   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 756     | 11/1/2023  | 01470  | WILMINGTON TRUST, NATIONAL | 101623           | 11/1/2023  | 2024 INT. COP SERIES 2016      | 85,400.00   | 85,400.00   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 757     | 11/1/2023  | 00052  | QUADIENT FINANCE USA, INC. | 092923           | 11/1/2023  | SEP 2023 POSTAGE 7900 0440 8   | 4,444.97    | 4,444.97    |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 758     | 11/9/2023  | 01082  | ICMA-RC                    | PPE103123401a    | 11/9/2023  | PPE 10/31/23 PLAN# 100284 CITY | 225.00      | 225.00      |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 759     | 11/9/2023  | 01082  | ICMA-RC                    | PPE103123457b    | 11/9/2023  | PPE 10/31/23 PLAN# 307290 CITY | 4,459.64    | 4,459.64    |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 760     | 11/9/2023  | 01470  | WILMINGTON TRUST, NATIONAL | 20231026-54198-4 | 11/9/2023  | ADMINISTRATIVE FEES 2023-24    | 3,000.00    | 3,000.00    |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 761     | 11/16/2023 | 01082  | ICMA-RC                    | PPE111023457b    | 11/16/2023 | PPE 11/10/23 PLAN# 307290 CITY | 11,503.59   | 11,503.59   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 762     | 11/16/2023 | 01082  | ICMA-RC                    | PPE111023401a    | 11/16/2023 | PPE 11/10/23 PLAN# 100284 CITY | 29,624.95   | 29,624.95   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 763     | 11/22/2023 | 00052  | QUADIENT FINANCE USA, INC. | 103023           | 11/22/2023 | OCT 2023 POSTAGE 7900 0440 8   | 3,155.71    | 3,155.71    |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 764     | 11/28/2023 | 00044  | CHASE CARD SERVICES        | 112123           | 11/28/2023 | NOV 2023                       | 14,948.69   | 14,948.69   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 765     | 11/30/2023 | 01082  | ICMA-RC                    | PPE112423457b    | 11/30/2023 | PPE 11/24/23 PLAN# 307290 CITY | 13,082.24   | 13,082.24   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 766     | 11/30/2023 | 01082  | ICMA-RC                    | PPE112423401a    | 11/30/2023 | PPE 11/24/23 PLAN# 100284 CITY | 29,681.73   | 29,681.73   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 777     | 11/9/2023  | 01251  | WEX BANK                   | 92960985         | 11/9/2023  | OCT 2023 FUEL CHARGES          | 8,158.72    | 8,158.72    |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 20340   | 12/7/2023  | 03384  | ACE FENCE COMPANY          | 21353            | 8/30/2023  | RFQ VARIOUS GUARDRAIL REPA     | 20,205.00   | 20,205.00   |
|         | Voucher:   |        |                            |                  |            |                                |             |             |
| 20341   | 12/7/2023  | 03925  | AGUIRRE, MARIANA           | MA22263          | 10/24/2023 | MA22263 4367 AVON ST           | 327.07      | 327.07      |
|         | Voucher:   |        |                            |                  |            |                                |             |             |

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|-------------------------|-----------|----------|--|------------|------------------------------|-------------|-------------|
| Check #                 | Date      | Vendor   | Invoice                                    | Inv Date   | Description                  | Amount Paid | Check Total |
| 20342                   | 12/7/2023 | 02573    | ALTA LANGUAGE SERVICES, INC 15687102       | 11/30/2023 | LISTENING & SPEAKING TEST (I | 55.00       | 55.00       |
|                         |           | Voucher: |  |            |                              |             |             |
| 20343                   | 12/7/2023 | 01367    | APSCREEN 16751                             | 11/30/2023 | EMPLOYMENT BACKGROUND C      | 155.00      | 155.00      |
|                         |           | Voucher: |  |            |                              |             |             |
| 20344                   | 12/7/2023 | 01782    | AVANCE PUBLIC OUTREACH & C10325            | 11/11/2023 | TRANSLATION SERVICES FOR P   | 1,032.88    |             |
|                         |           | Voucher: | 10323                                      | 11/11/2023 | TRANSLATION SERVICES FOR P   | 834.53      |             |
|                         |           |          | 10324                                      | 11/11/2023 | TRANSLATION SERVICES FOR P   | 732.88      | 2,600.29    |
| 20345                   | 12/7/2023 | 01546    | BMW MOTORCYCLES OF, RIVER:6032730/1        | 7/1/2023   | FEB 2023 MOTORCYCLE MAINT    | 391.11      |             |
|                         |           | Voucher: | 6032732/1                                  | 7/1/2023   | FEB 2023 MOTORCYCLE MAINT.   | 260.89      | 652.00      |
| 20346                   | 12/7/2023 | 01546    | BMW MOTORCYCLES OF, RIVER:6034755/2        | 11/21/2023 | NOV 2023 MOTORCYCLE MAINT.   | 913.03      |             |
|                         |           | Voucher: | 6033899/1                                  | 7/20/2023  | JULY 2023 MOTORCYCLE MAINT   | 87.50       | 1,000.53    |
| 20347                   | 12/7/2023 | 03908    | CARMONA, MICHAEL B21-002922                | 10/20/2023 | B21-002922 6940 36TH ST      | 1,034.40    | 1,034.40    |
|                         |           | Voucher: |  |            |                              |             |             |
| 20348                   | 12/7/2023 | 03512    | CBE OFFICE SOLUTIONS IN2685170             | 12/5/2023  | NOV 2023 COLOR & B/W COPIES  | 1,753.89    | 1,753.89    |
|                         |           | Voucher: |  |            |                              |             |             |
| 20349                   | 12/7/2023 | 02393    | CHARTER COMMUNICATIONS, - I170522901112123 | 11/21/2023 | DEC 2023 ENTERPRISE VOICE    | 119.97      | 119.97      |
|                         |           | Voucher: |  |            |                              |             |             |
| 20350                   | 12/7/2023 | 03195    | CINTAS 4175070598                          | 11/24/2023 | NOV 2023 WEEKLY UNIFORM CL   | 177.03      |             |
|                         |           | Voucher: | 4174423589                                 | 11/17/2023 | NOV 2023 WEEKLY UNIFORM CL   | 177.03      |             |
|                         |           |          | 4713600997                                 | 11/10/2023 | NOV 2023 WEEKLY UNIFORM CL   | 177.03      | 531.09      |
| 20351                   | 12/7/2023 | 03893    | CMAX COMMERCIAL MAINT INC 22643            | 11/8/2023  | POWER WASHING LIMONITE AT    | 15,780.00   | 15,780.00   |
|                         |           | Voucher: |  |            |                              |             |             |
| 20352                   | 12/7/2023 | 03886    | CORONEL, VICENTE B23-001947                | 10/6/2023  | B23-001947 6361 MANN AVE     | 286.50      | 286.50      |
|                         |           | Voucher: |  |            |                              |             |             |
| 20353                   | 12/7/2023 | 00099    | COUNTY OF RIVERSIDE, TLMAAITL0000016980    | 10/4/2023  | JUNE 2023 SLF COSTS          | 34,042.85   |             |
|                         |           | Voucher: | TL0000017020                               | 10/24/2023 | AUG 2023 SLF COSTS           | 32,054.88   |             |
|                         |           |          | TL0000017045                               | 10/31/2023 | SEP 2023 SLF COSTS           | 14,088.03   |             |
|                         |           |          | TL0000017086                               | 11/21/2023 | OCT 2023 SLF COSTS           | 13,560.86   |             |
|                         |           |          | TL0000017003                               | 10/16/2023 | JULY 2023 SLF COSTS          | 3,980.12    | 97,726.74   |

| Bank : chase CHASE BANK |           | (Continued) |                              |              |                               |                              |             |
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| Check #                 | Date      | Vendor      | Invoice                      | Inv Date     | Description                   | Amount Paid                  | Check Total |
| 20354                   | 12/7/2023 | 00015       | EDISON - SOUTHERN CALIFORNIA | 700372248355 | 11/14/2023                    | CITY HALL ELECTRIC CHARGES   | 36,171.80   |
|                         | Voucher:  |             | 700815571293                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC     | 554.20                       |             |
|                         |           |             | 700765736838                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC     | 191.27                       |             |
|                         |           |             | 700815541890                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC     | 140.75                       |             |
|                         |           |             | 700822414039                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC     | 110.17                       |             |
|                         |           |             | 700816006076                 | 12/1/2023    | LLMD ZONE C STREET LIGHT EL   | 103.96                       |             |
|                         |           |             | 700573815163                 | 11/15/2023   | PUMP STATION ELECTRIC         | 11.46                        | 37,283.61   |
| 20355                   | 12/7/2023 | 00015       | EDISON - SOUTHERN CALIFORNIA | 700795394586 | 12/1/2023                     | CFD 2015-001 STREET LIGHT EL | 1,876.82    |
|                         | Voucher:  |             | 700575534083                 | 12/1/2023    | PUMP STATION ELECTRIC         | 168.02                       |             |
|                         |           |             | 700575417683                 | 12/1/2023    | PUMP STATION ELECTRIC         | 56.53                        |             |
|                         |           |             | 700575357463                 | 12/1/2023    | PUMP STATION ELECTRIC         | 47.30                        |             |
|                         |           |             | 700806215342                 | 11/27/2023   | JV GRADE SEP PROJ ELECTRIC    | 14.24                        |             |
|                         |           |             | 700576248853                 | 12/1/2023    | PUMP STATION ELECTRIC         | 8.19                         | 2,171.10    |
| 20356                   | 12/7/2023 | 00015       | EDISON - SOUTHERN CALIFORNIA | 700386851202 | 12/1/2023                     | STREET LIGHT ELECTRIC        | 7,856.37    |
|                         | Voucher:  |             | 700111080101                 | 11/28/2023   | TRAFFIC SIGNAL ELECTRIC       | 3,053.30                     |             |
|                         |           |             | 700182611739                 | 12/1/2023    | STREET LIGHT ELECTRIC         | 716.13                       |             |
|                         |           |             | 700253324638                 | 12/1/2023    | CFD 2013-001 STREET LIGHT EL  | 349.03                       |             |
|                         |           |             | 700565016657                 | 11/28/2023   | LLMD ELECTRIC CHARGES         | 212.10                       |             |
|                         |           |             | 700023315511                 | 12/1/2023    | STREET LIGHT ELECTRIC         | 160.87                       |             |
|                         |           |             | 700133734550                 | 12/1/2023    | CFD 2013-001 STREET LIGHT EL  | 142.57                       |             |
|                         |           |             | 700564880958                 | 11/28/2023   | LLMD ELECTRIC CHARGES         | 114.23                       |             |
|                         |           |             | 700352590495                 | 12/1/2023    | CFD14-001 STREET LIGHT ELEC   | 110.17                       |             |
|                         |           |             | 700525999116                 | 12/1/2023    | STREET LIGHT ELECTRIC         | 110.17                       |             |
|                         |           |             | 700329171665                 | 12/1/2023    | STREET LIGHT ELECTRIC         | 91.89                        |             |
|                         |           |             | 700185117975                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC     | 84.89                        |             |
|                         |           |             | 700575074951                 | 12/1/2023    | TRAFFIC SIGNAL LIGHT ELECTRIC | 54.23                        |             |
|                         |           |             | 700374434693                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC     | 49.08                        |             |
|                         |           |             | 700078039170                 | 12/1/2023    | STREET LIGHT ELECTRIC         | 36.79                        |             |
|                         |           |             | 700563513864                 | 12/1/2023    | STREET LIGHT ELECTRIC         | 18.28                        | 13,160.10   |



| Bank : chase CHASE BANK |           | (Continued) |                              |              |                              |                              |             |           |
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| Check #                 | Date      | Vendor      | Invoice                      | Inv Date     | Description                  | Amount Paid                  | Check Total |           |
| 20357                   | 12/7/2023 | 00015       | EDISON - SOUTHERN CALIFORNIA | 700381004324 | 12/1/2023                    | LMD STREET LIGHT ELECTRIC    | 1,402.78    |           |
|                         | Voucher:  |             | 700133835691                 | 12/1/2023    | CFD 14-002 STREET LIGHT ELEC | 1,112.47                     |             |           |
|                         |           |             | 700186227314                 | 12/1/2023    | STREET LIGHT ELECTRIC        | 369.06                       |             |           |
|                         |           |             | 700396738936                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 303.73                       |             |           |
|                         |           |             | 700390998556                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 167.28                       |             |           |
|                         |           |             | 700404491458                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 159.03                       |             |           |
|                         |           |             | 700399867790                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 138.74                       |             |           |
|                         |           |             | 700393730724                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 114.02                       |             |           |
|                         |           |             | 700347917422                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC    | 73.37                        |             |           |
|                         |           |             | 700032972768                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC    | 73.37                        |             |           |
|                         |           |             | 700395461061                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 57.11                        |             |           |
|                         |           |             | 700398319430                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 57.11                        |             |           |
|                         |           |             | 700404180856                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 57.11                        |             |           |
|                         |           |             | 700404381223                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 57.11                        |             |           |
|                         |           |             | 700406000921                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 36.79                        |             |           |
|                         |           |             | 700385257772                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 28.56                        |             |           |
|                         |           |             | 700398120982                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 28.56                        |             |           |
|                         |           |             | 700407261012                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 28.56                        |             |           |
|                         |           |             | 700336117875                 | 12/1/2023    | CFD STREET LIGHT ELECTRIC    | 28.56                        |             |           |
|                         |           |             | 700340926752                 | 11/30/2023   | LLMD ELECTRIC CHARGES        | 24.19                        |             |           |
|                         |           |             | 700386701557                 | 12/1/2023    | LMD STREET LIGHT ELECTRIC    | 18.28                        |             | 4,335.79  |
| 20358                   | 12/7/2023 | 00015       | EDISON - SOUTHERN CALIFORNIA | 700837989411 | 10/23/2023                   | CFD 2013-001 STREET LIGHT EL | 629.14      |           |
|                         | Voucher:  |             | 700800769602                 | 12/1/2023    | CFD 2013-001 STREET LIGHT EL | 259.03                       |             |           |
|                         |           |             | 700800792335                 | 12/1/2023    | CFD 2014-003 STREET LIGHT EL | 238.84                       |             |           |
|                         |           |             | 700839998119                 | 11/17/2023   | LLMD ELECTRIC CHARGES        | 51.77                        |             |           |
|                         |           |             | 700845071320                 | 11/17/2023   | LLMD IRR ELECTRIC CHARGES    | 41.77                        |             |           |
|                         |           |             | 700839111072                 | 12/1/2023    | STREET LIGHT ELECTRIC        | 33.58                        |             | 1,254.13  |
| 20359                   | 12/7/2023 | 02180       | EMPIRE GROUP OF COMPANIES    | 63744        | 10/24/2023                   | BUSINESS CARDS: L.A.         | 70.69       | 70.69     |
|                         | Voucher:  |             |                              |              |                              |                              |             |           |
| 20360                   | 12/7/2023 | 00587       | FASTENAL COMPANY             | CAJUR64864   | 11/15/2023                   | PUBLIC WORKS SUPPLIES        | 349.52      | 349.52    |
|                         | Voucher:  |             |                              |              |                              |                              |             |           |
| 20361                   | 12/7/2023 | 03352       | FLOCK SAFETY                 | INV-21955    | 9/11/2023                    | FLOCK FALCON CAMERAS         | 50,000.00   |           |
|                         | Voucher:  |             | INV-26617                    | 11/22/2023   | FLOCK FALCON CAMERAS         | 12,500.00                    |             | 62,500.00 |
| 20362                   | 12/7/2023 | 01039       | HINDERLITER, DE LLAMAS & ASS | ESIN033585   | 11/28/2023                   | OCT-DEC 2023 CONTRACT SRVI   | 7,734.21    | 7,734.21  |
|                         | Voucher:  |             |                              |              |                              |                              |             |           |

| Bank : chase CHASE BANK |           | (Continued) |                                     |            |                            |                            |             |
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| Check #                 | Date      | Vendor      | Invoice                             | Inv Date   | Description                | Amount Paid                | Check Total |
| 20363                   | 12/7/2023 | 03579       | HOLLIDAY ROCK                       | 1566717    | 9/14/2023                  | STREET MATERIAL FOR POTHOL | 449.48      |
|                         | Voucher:  |             | 1557819                             | 8/15/2023  | STREET MATERIAL FOR POTHOL | 412.04                     | 861.52      |
| 20364                   | 12/7/2023 | 03905       | HURTADO, JOSE CHIRSTIAN             | B23-000924 | 10/17/2023                 | B23-000924 7325 FONT AVE   | 262.50      |
|                         | Voucher:  |             |                                     |            |                            |                            | 262.50      |
| 20365                   | 12/7/2023 | 00679       | JURUPA AREA PARK AND REC DI:111123  | 11/11/2023 | VETERAN'S CELEBRATION PAR  | 7,076.17                   | 7,076.17    |
|                         | Voucher:  |             |                                     |            |                            |                            |             |
| 20366                   | 12/7/2023 | 00199       | JURUPA COMMUNITY SERVICES 24035-002 | 11/22/2023 | LLMD WATER CHARGES         | 875.84                     |             |
|                         | Voucher:  |             | 21573-004                           | 11/22/2023 | LLMD WATER CHARGES         | 557.11                     |             |
|                         |           |             | 21846-002                           | 11/22/2023 | LLMD WATER CHARGES         | 489.38                     |             |
|                         |           |             | 41535-002                           | 11/22/2023 | LLMD WATER CHARGES         | 416.92                     |             |
|                         |           |             | 41542-002                           | 11/22/2023 | LLMD WATER CHARGES         | 392.13                     |             |
|                         |           |             | 21844-002                           | 11/22/2023 | LLMD WATER CHARGES         | 322.14                     |             |
|                         |           |             | 15160-002                           | 11/22/2023 | WATER & SEWER              | 263.85                     |             |
|                         |           |             | 21576-002                           | 11/22/2023 | LLMD WATER CHARGES         | 263.38                     |             |
|                         |           |             | 42890-002                           | 11/22/2023 | LLMD WATER CHARGES         | 213.66                     |             |
|                         |           |             | 21574-005                           | 11/22/2023 | LLMD WATER CHARGES         | 202.22                     |             |
|                         |           |             | 42322-002                           | 11/22/2023 | LLMD WATER CHARGES         | 190.99                     |             |
|                         |           |             | 37986-004                           | 11/22/2023 | LLMD WATER CHARGES         | 172.84                     |             |
|                         |           |             | 42271-002                           | 11/22/2023 | LLMD WATER CHARGES         | 141.37                     |             |
|                         |           |             | 30159-003                           | 11/22/2023 | LLMD WATER CHARGES         | 135.16                     |             |
|                         |           |             | 30162-003                           | 11/22/2023 | LLMD WATER CHARGES         | 127.71                     |             |
|                         |           |             | 43371-002                           | 11/22/2023 | LLMD WATER CHARGES         | 125.38                     |             |
|                         |           |             | 30161-003                           | 11/22/2023 | LLMD WATER CHARGES         | 120.93                     |             |
|                         |           |             | 23830-003                           | 11/22/2023 | LLMD WATER CHARGES         | 120.93                     |             |
|                         |           |             | 30163-003                           | 11/22/2023 | LLMD WATER CHARGES         | 120.93                     |             |
|                         |           |             | 34405-003                           | 11/22/2023 | LLMD WATER CHARGES         | 118.60                     |             |
|                         |           |             | 30160-003                           | 11/22/2023 | LLMD WATER CHARGES         | 73.40                      |             |
|                         |           |             | 22280-002                           | 11/22/2023 | LLMD WATER CHARGES         | 71.14                      |             |
|                         |           |             | 21562-002                           | 11/22/2023 | LLMD WATER CHARGES         | 64.36                      |             |
|                         |           |             | 21575-002                           | 11/22/2023 | LLMD WATER CHARGES         | 64.36                      |             |
|                         |           |             | 44918-002                           | 11/22/2023 | CFD WATER CHARGES          | 64.36                      |             |
|                         |           |             | 37985-003                           | 11/22/2023 | LLMD WATER CHARGES         | 55.31                      |             |
|                         |           |             | 44921-002                           | 11/22/2023 | LLMD WATER CHARGES         | 51.49                      |             |
|                         |           |             | 41478-001                           | 11/22/2023 | WATER & SEWER              | 34.91                      | 5,850.80    |

| Bank : chase CHASE BANK |           | (Continued) |   |            |                               |             |             |  |
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| Check #                 | Date      | Vendor      | Invoice                                 | Inv Date   | Description                   | Amount Paid | Check Total |  |
| 20367                   | 12/7/2023 | 00199       | JURUPA COMMUNITY SERVICES 2024-00000006 | 11/22/2023 | DEC 2023 GRAFFITI ABATEMENT   | 8,333.32    |             |  |
|                         | Voucher:  |             | 2024-00000005                           | 11/7/2023  | NOV 2023 GRAFFITI ABATEMENT   | 8,333.32    | 16,666.64   |  |
| 20368                   | 12/7/2023 | 01679       | JURUPA UNIFIED SCHOOL DISTR1466         | 11/17/2023 | 2023JV CHRISTMAS TREE LIGHT   | 2,660.00    | 2,660.00    |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20369                   | 12/7/2023 | 03389       | KILEY & ASSOCIATES, LLC. PM231130       | 11/30/2023 | NOV 2023 PROFESSIONAL SERV    | 4,500.00    | 4,500.00    |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20370                   | 12/7/2023 | 03741       | LI, SUE B23-000564                      | 7/6/2023   | B23-000564 7165 PERALTA PL    | 181.70      | 181.70      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20371                   | 12/7/2023 | 01369       | MCE CORPORATION 2310011                 | 11/1/2023  | OCT 2023 ADDITIONAL WORK LC   | 1,100.59    | 1,100.59    |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20372                   | 12/7/2023 | 00848       | MOBILE MODULAR STORAGE 301249591        | 11/12/2023 | DEC 2023 STORAGE #742458, 74  | 325.40      | 325.40      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20373                   | 12/7/2023 | 02988       | MUNICIPAL DENTAL POOL 298197            | 11/15/2023 | 09/01/23-08/31/24 GROUP BENEF | 500.00      | 500.00      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20374                   | 12/7/2023 | 01517       | OFFICE DEPOT, INC 340267113001          | 11/13/2023 | NOV 2023 OFFICE SUPPLIES - N  | 1,745.12    |             |  |
|                         | Voucher:  |             | 340651795001                            | 10/31/2023 | OCT 2023 OFFICE SUPPLIES - CI | 186.24      |             |  |
|                         |           |             | 341574693001                            | 11/6/2023  | NOV 2023 OFFICE SUPPLIES - BI | 78.20       |             |  |
|                         |           |             | 337750881001                            | 10/19/2023 | NOV 2023 OFFICE SUPPLIES - C  | 69.63       |             |  |
|                         |           |             | 337502614001                            | 10/27/2023 | OCT 2023 OFFICE SUPPLIES - N  | 66.97       | 2,146.16    |  |
| 20375                   | 12/7/2023 | 03604       | PERMIT ADVISORS B20-000944              | 3/16/2023  | B20-000944 6301 PATS RANCH R  | 168.75      | 168.75      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20376                   | 12/7/2023 | 00003       | PETTY CASH 120523                       | 12/5/2023  | REPLENISH PETTY CASH          | 341.47      | 341.47      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20377                   | 12/7/2023 | 00005       | PUBLIC ENTITY RISK MGMT AUTIINV160      | 12/1/2023  | LIABILITY TRUST ACCT DEPOSIT  | 15,809.00   | 15,809.00   |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20378                   | 12/7/2023 | 01612       | PVP COMMUNICATIONS 133299               | 8/9/2023   | HELMET COMMUNICATIONS - SH    | 2,797.89    | 2,797.89    |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20379                   | 12/7/2023 | 01732       | RECINOS, SOFIA 120123                   | 11/13/2023 | HEATERS FOR 2023 JV CHRISTM   | 960.00      | 960.00      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20380                   | 12/7/2023 | 00185       | REGIONAL CONSERVATION AGEI113023        | 11/30/2023 | NOV 2023 MSHCP FEES           | 141,527.31  | 141,527.31  |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20381                   | 12/7/2023 | 03123       | RYAN, KEVIN P. 043                      | 12/1/2023  | ARPA ADMINISTRATION           | 3,200.00    | 3,200.00    |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |
| 20382                   | 12/7/2023 | 03942       | SBR BROADCASTING, DBA KCALIN-1231116600 | 11/30/2023 | VETERANS DAY PARADE ADVER     | 450.00      | 450.00      |  |
|                         | Voucher:  |             |   |            |                               |             |             |  |

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| 20383                     | 12/7/2023 | 03911    | SMS DIGITAL, KOLA FM RADIO          | IN-1231016271  | 10/31/2023  | VETERAN'S DAY EVENT ADVERT    | 1,500.00    |
|                           |           | Voucher: |                                     | IN-1231116593  | 11/30/2023  | VETERANS DAY PARADE ADVER     | 921.00      |
| 20384                     | 12/7/2023 | 03737    | SUNBELT RENTALS INC.                | 146375793-0001 | 10/25/2023  | PUBLIC WORKS SUPPLIES - COI   | 542.25      |
|                           |           | Voucher: |                                     |                |             |                               | 542.25      |
| 20385                     | 12/7/2023 | 03288    | TRIPEPI, SMITH & ASSOCIATES, I11293 |                | 11/30/2023  | NOV 2023 COMMUNICATIONS &     | 3,251.25    |
|                           |           | Voucher: |                                     |                |             |                               | 3,251.25    |
| 20386                     | 12/7/2023 | 00883    | TYCO INTEGRATED SECURITY, L39420082 |                | 10/16/2023  | INSTALLATION CHARGE 100% C    | 1,843.94    |
|                           |           | Voucher: |                                     |                |             |                               | 1,843.94    |
| 20387                     | 12/7/2023 | 03258    | VIDA FANTASTICA                     | ARPALEAP-2023# | 12/3/2023   | LEAP GRANT PAYMENT- ARPA PI   | 10,000.00   |
|                           |           | Voucher: |                                     |                |             |                               | 10,000.00   |
| 20388                     | 12/7/2023 | 01088    | WEST COAST ARBORISTS, INC           | 207352         | 10/21/2023  | 10/21/23 TREE MAINT EDDIE D S | 4,800.00    |
|                           |           | Voucher: |                                     |                |             |                               | 4,800.00    |
| Sub total for CHASE BANK: |           |          |                                     |                |             |                               | 769,431.05  |

64 checks in this report.

|                         |                   |
|-------------------------|-------------------|
| Grand Total All Checks: | <u>769,431.05</u> |
| Check #18897 - VOIDED:  | 168.75            |
| Grand Total All Checks: | 769,262.30        |



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

Customer Service:  
1-800-945-2028

Mobile: Download the  
Chase Mobile® app today

| December 2023 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
| 26            | 27 | 28 | 29 | 30 |    | 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            | 2  | 3  | 4  | 5  | 6  |    |

New Balance

**\$14,948.69**

Minimum Payment Due

**\$2,989.00**

Payment Due Date

**12/15/23**

**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)

## ACCOUNT SUMMARY

Account Number: XXXX XXXX XXX5666

|                    |                    |
|--------------------|--------------------|
| Previous Balance   | \$16,469.60        |
| Payment, Credits   | -\$16,969.60       |
| Purchases          | +\$15,448.69       |
| Cash Advances      | \$0.00             |
| Balance Transfers  | \$0.00             |
| Fees Charged       | \$0.00             |
| Interest Charged   | iQ..QQ.            |
| <b>New Balance</b> | <b>\$14,948.69</b> |

|                                      |                     |
|--------------------------------------|---------------------|
| Opening/Closing Date                 | 10/22/23 - 11/21/23 |
| Credit Limit                         | \$25,000            |
| Available Credit                     | \$10,051            |
| 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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Y 9 21 23/11/21

Page 1 of 3

06630 MA DA 26277

32510000010002627701



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

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

42463152932456660029890001494869000000003

Payment Due Date: 12/15/23  
New Balance: \$14,948.69  
Minimum Payment Due: \$2,989.00

Account number: XXX XXXX XXX 5666

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

26277 BEX 9 32523 C  
CONSUELO L CARDENAS  
CITY JURUPA VALLEY  
8930 LIMONITE AVE  
JURUPA VALLEY CA 92509-5019

CARDMEMBER SERVICE  
PO BOX6294  
CAROL STREAM IL 60197-6294

⑆500016028⑆15452432456665⑈



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

11/01      STATERBROS090 RIVERSIDE CA      107.91  
MEETING VICTORIA WASKO  
TRANSACTIONS THIS CYCLE (CARD 4932) \$107.91

11/01      Payment Thank You - Web      -16,469.60

11/01      ZOOM.US 888-799-9666 WWW.ZOOM.US CA      subscription      199.90

11/02      PAYFLOW/PAYPAL PAYFLOW-SUPPO NE - subscription      39.10

11/09      SAMS CLUB RENEWAL ONTARIO CA - subscription      119.63  
CONSUELO L CARDENAS  
TRANSACTIONS THIS CYCLE (CARD 5666) \$16110.97-  
INCLUDING PAYMENTS RECEIVED

10/22      FACEBK UUZ3LTP272 650-5434800 CA      Advertisement      126.38

10/23      CO OF RIVERSIDE TRANSPORT 951-9551800 CA      Veteran's Day Parade      414.00

10/23      CO RIVERSIDE TRANSPORTATI 951-9550533 IN      Veteran's Day Parade      9.44

10/25      TST\* BUSHFIRE EASTVALE 909-930-5596 CA      Meeting      149.11

10/26      TST\* BUSHFIRE EASTVALE 909-930-5596 CA      Meeting      13.75

10/31      DRI\*UPRINTING 888-888-4211 CA      Veteran's Day Parade      71.45

11/03      NATL STDNT CLEARINGHOUSE 703-742-4200 VA      HR      34.95

11/03      NATL STDNT CLEARINGHOUSE 703-742-4200 VA      HR      24.95

11/03      PANERA BREAD #601819 0 951-493-1895 CA      Meeting      63.43

11/03      THE UPS STORE 990 928-7730188 AZ      Postage      57.58

11/08      WP\*Government Tax Semi San Francisco CA      Registration      495.00

11/10      PAYPAL \*CALIFORNIA 562-622-5533 CA      Registration      675.00

11/10      PAYPAL \*CALIFORNIA 562-622-5533 CA      Registration      675.00

11/13      ENTERPRISE RENT-A-CAR RIVERSIDE CA      Veteran's Day Parade      269.44

11/13      ENTERPRISE RENT-A-CAR HEMET CA      Veteran's Day Parade      450.08

11/13      ENTERPRISE RENT-A-CAR RIVERSIDE CA      Veteran's Day Parade      312.94

11/13      ENTERPRISE RENT-A-CAR RIVERSIDE CA      Veteran's Day Parade      312.94

11/13      ENTERPRISE RENT-A-CAR RIVERSIDE CA      Veteran's Day Parade      312.94

11/13      ENTERPRISE RENT-A-CAR RIVERSIDE CA      Veteran's Day Parade      312.94

11/15      TST\* JO MISSION STEAKHOUS Jurupa Valley CA      Meeting      245.62

11/20      DRI\*UPRINTING 888-888-4211 CA      Veteran's Day Parade      164.19  
MICHAEL FLAD  
TRANSACTIONS THIS CYCLE (CARD 4781) \$5191.13

10/23      WAL-MART #5663 JURUPA VALLEY CA      Meeting Com Dev      36.21

10/23      GRAINGER 877-2022594 IL      RSO Commercial Truck      145.37

10/24      USPS PO 0549920793 JURUPA VALLEY CA      Postage      9.65

10/25      BESTBUYCOM806805433772 888BESTBUY MN      Ipad Supplies      139.00

10/26      SAMSClub #4709 CORONA CA      Halloween Event      22.00

10/26      SAMS CLUB #4709 951-582-0319 CA      Halloween Event      117.34

10/26      AMERICAN RED CROSS 800-733-2767 DC      First Aid Kit - Events      328.52

10/28      SAMS CLUB #4709 951-582-0319 CA      Halloween Event      63.84

10/27      99 CENTS ONLY STORE #379 EASTVALE CA      Halloween Event      13.47

10/29      ATT\*BILL PAYMENT 800-288-2020 TX      JVOC Internet Device      192.60

10/30      WEB\*NETWORKSOLUTIONS 888-6429675 FL      Subscription      9.99

10/30      99 CENTS ONLY STORES #285 RIVERSIDE CA      Halloween Event      15.09

10/31      JUAN POLLO 31 RIVERSIDE CA      Halloween Event      646.50

10/31      WAL-MART #5663 JURUPA VALLEY CA      Halloween Event      17.98

11/01      PATTON SALES CORP PALMDALE CA      Supplies - Public Works      287.43

11/06      STAMPS.COM 855-608-2677 TX      Postage      19.99

11/08      CALIFORNIA WATER ENVIRON 510-382-7800 CA      Conf Registration      875.00

11/09      DICKEYS CA-0723 EASTVALE CA      Meeting      82.13

11/11      EXXON CIRCLE K STORES #27 RIVERSIDE CA      Veteran's Day Parade      62.23

11/14      WM SUPERCENTER #2842 CORONA CA      November Birthday      23.77

11/14      SAMSClub.COM 888-746-7726 AR      November Birthday      38.42

11/15      NUGGET CASINO RESORT - H SPARKS NV      RSO CNOA CONF HOTEL      527.99

11/15      NUGGET CASINO RESORT - H SPARKS NV      RSO CNOA CONF HOTEL      527.99

11/15      BUDGET BLINDS OF FONTA 909-519-6264 CA      Blinds City Hall      336.00

11/15      NUGGET CASINO RESORT - H SPARKS NV      RSO CNOA CONF HOTEL      527.99

11/15      NUGGET CASINO RESORT - H SPARKS NV      RSO CNOA CONF HOTEL      527.99

11/15      NUGGET CASINO RESORT - H SPARKS NV      RSO CNOA CONF HOTEL      527.99

11/17      MONOPRICE, INC. 877-271-2592 CA      I.T. Supplies      518.02

11/16      WWW.SUPERFLYPHOTO.COM WWW.SUPERFLYPHOTO.COM      Tree Lighting      150.00

11/16      91 EXPRESS LANES 800-600-9191 CA      Toll Fees      28.50

11/17      HEMBORG FORD, INC. NORCO CA      RSO Commercial Truck Equipment      452.71

## ACCOUNT ACTIVITY (CONTINUED)

| Date of Transaction | Merchant Name or Transaction Description                               | \$ Amount |
|---------------------|--|-----------|
| 11/17               | PATTON SALES CORP PALMDALE CA <b>Supplies – Public Works</b>           | 99.07     |
| 11/17               | HP *HP.COM STORE 888-345-5409 CA <b>Laptop– Public Works</b>           | 989.05    |
| 11/19               | SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <b>Subscriptions</b>         | 435.00    |
| 11/20               | SUNSHINE GROWERS ONTARIO 909-923-7277 CA <b>Tree Lighting</b>          | 441.78    |
|                     | REBECCA ABEYTA<br>TRANSACTIONS THIS CYCLE (CARD 5628) \$9236.61        |           |
| 11/02               | ASSOCIATION OF ENVIRONMEN 760-7992740 CA                               | 65.00     |
| 11/09               | <b>Registration</b>  | 23.69     |
|                     | TST* JD Mission Steakhouse Jurupa Valley CA                            |           |
|                     | <b>Meeting</b>   |           |
|                     | DIANNE GUEVARA<br>TRANSACTIONS THIS CYCLE (CARD 6816) \$88.69          |           |
| 10/24               | CACEO 800-3502254 CA <b>Credit</b>                                     | -500.00   |
| 10/24               | PAR*FOGO IRVINE IRVINE CA <b>Conference</b>                            | 47.41     |
| 10/25               | BELLA CUBA INC SANTA ANA CA <b>Conference</b>                          | 26.28     |
| 10/25               | HILTON HOTELS COSTA MESA COSTA MESA CA <b>Conference</b>               | 108.00    |
| 10/27               | WAL-MART #5663 JURUPA VALLEY CA <b>Meeting</b>                         | 68.62     |
| 11/07               | COSTCO BY INSTACART HTTPSINSTACAR CA <b>Supplies</b>                   | 138.13    |
| 11/13               | CRAFTSMAN BOOK COMPANY 800-829-8123 CA <b>Books/Supplies</b>           | 77.28     |
|                     | JOSE LUIS IBARRA GENIZ<br>TRANSACTIONS THIS CYCLE (CARD 9243) \$34.28- |           |

### 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                | 18.49%(v)(d)                 | -0-                              | -0-              |
| <b>CASH ADVANCES</b>     |                              |                                  |                  |
| Cash Advances            | 29.49%(v)(d)                 | - 0 -                            | - 0 -            |
| <b>BALANCE TRANSFERS</b> |                              |                                  |                  |
| Balance Transfers        | 18.49%(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.



apChkLst  
12/13/2023 12:44:10PM

Final Check List  
City of Jurupa Valley

Page: 1

Bank : chase CHASE BANK

| Check # | Date       | Vendor | Invoice                                    | Inv Date     | Description                  | Amount Paid                  | Check Total |           |
|---------|------------|--------|--|--------------|------------------------------|------------------------------|-------------|-----------|
| 20389   | 12/13/2023 | 00450  | ALL AMERICAN ASPHALT                       | 204682       | 11/1/2023                    | MISSION BLVD PAVEMENT REHA   | 61,438.30   | 61,438.30 |
|         | Voucher:   |        |  |              |                              |                              |             |           |
| 20390   | 12/13/2023 | 03931  | ALPHA SECURITY GROUP                       | 120723       | 12/7/2023                    | GATE REPAIR & ONE YEAR WAR   | 7,346.40    | 7,346.40  |
|         | Voucher:   |        |  |              |                              |                              |             |           |
| 20391   | 12/13/2023 | 03540  | AT&T CORP                                  | 000020908234 | 12/1/2023                    | FIRE ALARM LANDLINE NOV 202  | 60.98       | 60.98     |
|         | Voucher:   |        |  |              |                              |                              |             |           |
| 20392   | 12/13/2023 | 01366  | CALIFORNIA NEWSPAPERS PRT#0011630260       | 10/31/2023   | OCT 2023 PUBLIC NOTICES PO#  | 1,207.54                     |             |           |
|         | Voucher:   |        | 0011630244                                 | 10/31/2023   | PO# RES 2023-79 OCT 2023 PUB | 1,184.18                     |             |           |
|         |            |        | 0011628143                                 | 10/31/2023   | MA22153 OCT 2023 PUBLIC NOT  | 871.74                       |             |           |
|         |            |        | 0011628787                                 | 10/31/2023   | MA22153 OCT 2023 PUBLIC NOT  | 871.74                       |             |           |
|         |            |        | 0011629172                                 | 10/31/2023   | MA16045 OCT 2023 PUNBLIC NO  | 794.75                       |             |           |
|         |            |        | 0011633686                                 | 11/30/2023   | PO#MA22153 NOV 2023 PUBLIC I | 770.19                       |             |           |
|         |            |        | 0011635208                                 | 11/30/2023   | NOV 2023 PUBLIC NOTICES PO#  | 629.37                       |             |           |
|         |            |        | 0011627246                                 | 10/31/2023   | MA22123 OCT 2023 PUBLIC NOT  | 621.90                       |             |           |
|         |            |        | 0011628316                                 | 10/31/2023   | MA21272 OCT 2023 PUBLIC NOT  | 567.64                       |             |           |
|         |            |        | 0011628315                                 | 10/31/2023   | PO#PC-SB9 OCT 2023 PUBLIC N  | 559.85                       |             |           |
|         |            |        | 0011633683                                 | 11/30/2023   | PO#MA21256 NOV 2023 PUBLIC I | 558.50                       |             |           |
|         |            |        | 0011634562                                 | 11/30/2023   | MA 17132 NOV 2023 PUBLIC NOT | 554.69                       |             |           |
|         |            |        | 0011631720                                 | 11/30/2023   | PO#MA22123 NOV 2023 PUBLIC I | 505.32                       |             |           |
|         |            |        | 0011633877                                 | 11/30/2023   | PO#PH-CZ23007 NOV 2023 PUBL  | 504.84                       |             |           |
|         |            |        | 0011634418                                 | 11/30/2023   | NOV 2023 PUBLIC NOTICES PO#  | 471.46                       |             |           |
|         |            |        | 0011635200                                 | 11/30/2023   | PO#MA22044 NOV 2023 PUBLIC I | 450.51                       |             |           |
|         |            |        | 0011632471                                 | 11/30/2023   | NOV 2023 PUBLIC NOTICES PO#  | 419.64                       |             |           |
|         |            |        | 0011631823                                 | 11/30/2023   | NOV 2023 PUBLIC NOTICES PO#  | 386.41                       |             |           |
|         |            |        | 0011629532                                 | 10/31/2023   | MA23244 OCT 2023 PUBLIC NOT  | 355.25                       |             | 12,285.52 |
| 20393   | 12/13/2023 | 03943  | CAROLYNA MESSINA & ASSOC., IAUG-NOV2023    | 11/30/2023   | COACHING PROGRAM             | 2,756.25                     |             | 2,756.25  |
|         | Voucher:   |        |  |              |                              |                              |             |           |
| 20394   | 12/13/2023 | 02393  | CHARTER COMMUNICATIONS, - 1170523101120123 | 12/1/2023    | DEC 2023 BUSINESS ENTERPRI   | 70.79                        |             | 70.79     |
|         | Voucher:   |        |  |              |                              |                              |             |           |
| 20395   | 12/13/2023 | 03439  | CITRUS MOTORS ONTARIO INC 23C859           | 12/8/2023    | 2023 FORD ESCAPE VIN#1FMCU   | 33,022.23                    |             | 33,022.23 |
|         | Voucher:   |        |  |              |                              |                              |             |           |
| 20396   | 12/13/2023 | 03661  | CIVICA LAW GROUP, APC                      | 11351        | 11/1/2023                    | OCT 2023 PROF SVCS IN REF TC | 4,253.38    |           |
|         | Voucher:   |        | 11349                                      | 11/1/2023    | OCT 2023 PROF SVCS IN REF TC | 3,307.73                     |             |           |
|         |            |        | 11350                                      | 11/1/2023    | OCT 2023 PROF SVCS IN REF TC | 744.24                       |             | 8,305.35  |

| Bank : chase CHASE BANK |            | (Continued) |                             |              |             |                                 |             |           |
|-------------------------|------------|-------------|-----------------------------|--------------|-------------|---------------------------------|-------------|-----------|
| Check #                 | Date       | Vendor      | Invoice                     | Inv Date     | Description | Amount Paid                     | Check Total |           |
| 20397                   | 12/13/2023 | 02082       | CIVICPLUS, LLC              | 283190       | 11/14/2023  | MUNICODE PAGES 11.7.23          | 4,920.38    | 4,920.38  |
|                         |            | Voucher:    |                             |              |             |                                 |             |           |
| 20398                   | 12/13/2023 | 03613       | DENNIS JANDA, INC.          | 16174        | 11/8/2023   | MA22344 IP-SA ER LLC 1ST PLAN   | 1,762.50    |           |
|                         |            | Voucher:    |                             | 16176        | 11/8/2023   | MA23237 MISSION BLVD PROPE      | 1,372.50    |           |
|                         |            |             |                             | 16168        | 11/8/2023   | DED23-002 2ND & 3RD PLAN CHI    | 1,072.50    |           |
|                         |            |             |                             | 16177        | 11/8/2023   | MA23092 LLA23003 EDWARD MC      | 957.50      |           |
|                         |            |             |                             | 16173        | 11/8/2023   | DED23-006 AVALON CENTURY C      | 887.50      |           |
|                         |            |             |                             | 16175        | 11/8/2023   | ASST SURVEYOR PREP OF FIEL      | 812.50      |           |
|                         |            |             |                             | 16169        | 11/8/2023   | MA23159 THE DISTRICT EAST 3F    | 657.50      |           |
|                         |            |             |                             | 16179        | 11/14/2023  | MA23335 HP-SA ER LLC 2ND PL     | 600.00      |           |
|                         |            |             |                             | 16172        | 11/8/2023   | MA23152 CPM UNION ST 9950 UI    | 587.50      |           |
|                         |            |             |                             | 16167        | 11/8/2023   | FTR38258 4TH & 5TH PLAN CHE     | 580.00      |           |
|                         |            |             |                             | 16166        | 11/8/2023   | FTR38257 ASST SURVEYOR 4TH      | 580.00      |           |
|                         |            |             |                             | 16170        | 11/8/2023   | MA23160 3RD PLAN CHECK DIS      | 472.50      |           |
|                         |            |             |                             | 16171        | 11/8/2023   | CPM23004 LLA EM RANCH OWNI      | 472.50      | 10,815.00 |
| 20399                   | 12/13/2023 | 03591       | DOOR & WINDOW GUARD SYSTE   | I-0000242282 | 11/29/2023  | (11/29/23-12/23/23) SECURITY EC | 638.35      |           |
|                         |            | Voucher:    |                             | I-0000237145 | 11/22/2023  | (11/23/23-12/23/23) SECURITY EC | 252.47      | 890.82    |
| 20400                   | 12/13/2023 | 00015       | EDISON - SOUTHERN CALIFORNI | 700785942342 | 12/4/2023   | JV GRADE SEP PROJ ELECTRIC      | 66.63       |           |
|                         |            | Voucher:    |                             | 700780087481 | 12/4/2023   | JV GRADE SEP PROJ ELECTRIC      | 55.91       | 122.54    |
| 20401                   | 12/13/2023 | 00015       | EDISON - SOUTHERN CALIFORNI | 600001004463 | 12/1/2023   | TRAFFIC SIGNAL ELECTRIC         | 8,543.56    | 8,543.56  |
|                         |            | Voucher:    |                             |              |             |                                 |             |           |
| 20402                   | 12/13/2023 | 00015       | EDISON - SOUTHERN CALIFORNI | 700094115003 | 12/5/2023   | CFD TRAFFIC SIGNAL ELECTRIC     | 120.65      |           |
|                         |            | Voucher:    |                             | 700197919854 | 12/4/2023   | STREET LIGHT ELECTRIC (HAWI     | 115.46      |           |
|                         |            |             |                             | 700094412669 | 12/5/2023   | TRAFFIC SIGNAL CHARGES          | 114.23      |           |
|                         |            |             |                             | 700567128732 | 12/4/2023   | STREET LIGHT ELECTRIC           | 101.99      |           |
|                         |            |             |                             | 700324745536 | 12/4/2023   | SIGNAL LIGHT ELECTRIC CHARC     | 83.51       |           |
|                         |            |             |                             | 700564966945 | 12/4/2023   | STREET LIGHT ELECTRIC           | 55.91       |           |
|                         |            |             |                             | 700427459341 | 12/5/2023   | SIGNAL LIGHT ELECTRIC CHARC     | 36.25       |           |
|                         |            |             |                             | 700557791066 | 12/4/2023   | STREET LIGHT ELECTRIC           | 26.00       |           |
|                         |            |             |                             | 700199054653 | 12/4/2023   | STREET LIGHT ELECTRIC (HAWI     | 12.06       | 666.06    |
| 20403                   | 12/13/2023 | 00015       | EDISON - SOUTHERN CALIFORNI | 700615190010 | 12/6/2023   | CFD 2014-001 LIGHT ELECTRIC     | 289.42      | 289.42    |
|                         |            | Voucher:    |                             |              |             |                                 |             |           |
| 20404                   | 12/13/2023 | 01278       | FAIR HOUSING CNCL OF RIVERS | 093023       | 9/30/2023   | FAIR HOUSING & LANDLORD/TE      | 3,740.57    |           |
|                         |            | Voucher:    |                             | 120523       | 12/5/2023   | FAIR HOUSING & LANDLORD/TE      | 3,372.91    | 7,113.48  |

| Bank : chase CHASE BANK |            | (Continued) |                                     |            |                                |             |             |
|-------------------------|------------|-------------|-------------------------------------|------------|--------------------------------|-------------|-------------|
| Check #                 | Date       | Vendor      | Invoice                             | Inv Date   | Description                    | Amount Paid | Check Total |
| 20405                   | 12/13/2023 | 03625       | IE GENERAL ENGINEERING INC. 7       | 11/28/2023 | 71376 PROG PAYMENT 7 FOR SL    | 317,753.96  | 317,753.96  |
|                         |            | Voucher:    |                                     |            |                                |             |             |
| 20406                   | 12/13/2023 | 02659       | JACKSON, HAKAN HONON 112923         | 11/29/2023 | NOV 2023 PLANNING COMM MTC     | 150.00      |             |
|                         |            | Voucher:    | 102523                              | 10/25/2023 | SEP/OCT 2023 PLANNING COMM     | 100.00      | 250.00      |
| 20407                   | 12/13/2023 | 00199       | JURUPA COMMUNITY SERVICES 23829-003 | 12/6/2023  | JCSD WATER CHARGES             | 371.86      |             |
|                         |            | Voucher:    | 23342-003                           | 12/6/2023  | JCSD WATER CHARGES             | 303.92      |             |
|                         |            |             | 25472-003                           | 12/6/2023  | JCSD WATER CHARGES             | 220.37      |             |
|                         |            |             | 40163-003                           | 12/6/2023  | IRR WATER CHARGES              | 206.74      |             |
|                         |            |             | 23828-003                           | 12/6/2023  | JCSD WATER CHARGES             | 188.80      |             |
|                         |            |             | 23875-003                           | 12/6/2023  | JCSD WATER CHARGES             | 188.80      |             |
|                         |            |             | 21933-002                           | 12/6/2023  | JCSD WATER CHARGES             | 159.28      |             |
|                         |            |             | 28035-003                           | 12/6/2023  | 9801 FAIRFOR (IRR)             | 147.98      |             |
|                         |            |             | 45383-001                           | 12/6/2023  | JCSD WATER CHARGES-JV GRA      | 120.93      |             |
|                         |            |             | 23343-002                           | 12/6/2023  | JCSD WATER CHARGES             | 120.86      | 2,029.54    |
| 20408                   | 12/13/2023 | 02081       | NEWMAN, PENNY 112923                | 11/29/2023 | NOV 2023 PLANNING COMM MTC     | 100.00      |             |
|                         |            | Voucher:    | 102523                              | 10/25/2023 | SEP/OCT 2023 PLANNING COMM     | 100.00      | 200.00      |
| 20409                   | 12/13/2023 | 01992       | PRUITT, ARLEEN F. 112923            | 11/29/2023 | NOV 2023 PLANNING COMM MTC     | 150.00      |             |
|                         |            | Voucher:    | 102523                              | 10/25/2023 | SEP/OCT 2023 PLANNING COMM     | 100.00      | 250.00      |
| 20410                   | 12/13/2023 | 03726       | RRM DESIGN GROUP 2955-01-1123       | 12/8/2023  | CONSULTING SVCS FOR PERMI      | 27,486.25   | 27,486.25   |
|                         |            | Voucher:    |                                     |            |                                |             |             |
| 20411                   | 12/13/2023 | 02955       | SAFETYNETT, INC. 56020              | 11/30/2023 | HP CARTRIDGE TONER SUPPLIE     | 3,159.21    | 3,159.21    |
|                         |            | Voucher:    |                                     |            |                                |             |             |
| 20412                   | 12/13/2023 | 03894       | SAFEWORK INC 0000455-2              | 11/28/2023 | OCT 2023 CONSTR MGMNT FOR      | 585.00      | 585.00      |
|                         |            | Voucher:    |                                     |            |                                |             |             |
| 20413                   | 12/13/2023 | 01273       | SANTAANA RIVER WATER COMP4002-1     | 12/7/2023  | LLMD WATER CHARGES             | 345.09      |             |
|                         |            | Voucher:    | 4000-1                              | 12/7/2023  | LLMD WATER CHARGES             | 331.65      |             |
|                         |            |             | 1534-4                              | 12/7/2023  | CFD 13-001 WATER CHARGES       | 146.40      |             |
|                         |            |             | 4001-1                              | 12/7/2023  | LLMD WATER CHARGES             | 98.40       | 921.54      |
| 20414                   | 12/13/2023 | 02129       | SHULTZ, LAURA 112923                | 11/29/2023 | NOV 2023 PLANNING COMM MTC     | 150.00      |             |
|                         |            | Voucher:    | 102523                              | 10/25/2023 | SEP/OCT 2023 PLANNING COMM     | 100.00      | 250.00      |
| 20415                   | 12/13/2023 | 00100       | THE GAS COMPANY 120523              | 12/5/2023  | NOV 2023 GAS SVCS - 5293 MIS   | 133.83      | 133.83      |
|                         |            | Voucher:    |                                     |            |                                |             |             |
| 20416                   | 12/13/2023 | 03183       | TRUE CLEAN SOURCE 74                | 12/8/2023  | 12/4/23-12/8/23 JANITORIAL SVC | 1,440.00    | 1,440.00    |
|                         |            | Voucher:    |                                     |            |                                |             |             |

| Bank : chase CHASE BANK   |            |          | (Continued)         |            |                            |                             |              |              |
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| Check #                   | Date       | Vendor   | Invoice             | Inv Date   | Description                | Amount Paid                 | Check Total  |              |
| 20417                     | 12/13/2023 | 03009    | UNITED PET CARE LLC | 30028180   | 12/1/2023                  | DEC 2023 PET INSURANCE BENI | 205.00       | 205.00       |
|                           |            | Voucher: |                     |            |                            |                             |              |              |
| 20418                     | 12/13/2023 | 03725    | URBAN 3, LLC        | AC000427   | 11/30/2023                 | CONSULTING SVCS INV# AC0004 | 32,582.20    | 32,582.20    |
|                           |            | Voucher: |                     |            |                            |                             |              |              |
| 20419                     | 12/13/2023 | 03390    | VANCE CORPORATION   | 2          | 10/1/2023                  | 71394 PROGRESS PAYMENT #2   | 1,205,693.29 |              |
|                           |            | Voucher: | 3                   | 10/1/2023  | PROGRESS PAYMENT #3 OLD M  | 99,598.00                   |              | 1,305,291.29 |
| 20420                     | 12/13/2023 | 03863    | VELOSIMO INC.       | 1343       | 9/27/2023                  | 12MO. SUBSCRIP SERVICE TERI | 12,000.00    | 12,000.00    |
|                           |            | Voucher: |                     |            |                            |                             |              |              |
| 20421                     | 12/13/2023 | 03499    | VILLAGOMEZ, YESENIA | 112923     | 11/29/2023                 | NOV 2023 PLANNING COMM MTG  | 150.00       |              |
|                           |            | Voucher: | 102523              | 10/25/2023 | SEP/OCT 2023 PLANNING COMM | 100.00                      |              | 250.00       |
| Sub total for CHASE BANK: |            |          |                     |            |                            |                             | 1,863,434.90 |              |

33 checks in this report.

Grand Total All Checks: 1,863,434.90

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| Check # | Date       | Vendor   | Invoice                                    | Inv Date   | Description                  | Amount Paid | Check Total |
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| 20422   | 12/21/2023 | 02632    | AMERITAS LIFE INSURANCE COF120123          | 12/1/2023  | DEC 2023 VISION              | 688.16      | 688.16      |
|         |            | Voucher: |  |            |                              |             |             |
| 20423   | 12/21/2023 | 01367    | APSCREEN 16805                             | 12/15/2023 | EMPLOYMENT BACKGROUND C      | 185.00      | 185.00      |
|         |            | Voucher: |  |            |                              |             |             |
| 20424   | 12/21/2023 | 03406    | ARAGON GEOTECHNICAL, INC. 8703             | 11/28/2023 | 71394 VAN BUREN PAVEMENT R   | 9,914.50    | 9,914.50    |
|         |            | Voucher: |  |            |                              |             |             |
| 20425   | 12/21/2023 | 03540    | AT&T CORP 000020977082                     | 12/13/2023 | FIRE ALARM LANDLINE DEC 202  | 56.96       | 56.96       |
|         |            | Voucher: |  |            |                              |             |             |
| 20426   | 12/21/2023 | 01682    | AUTOMATED GATE SERVICES, IN0013534         | 10/30/2023 | JVOC GATE DIAGNOSTIC         | 420.00      |             |
|         |            | Voucher: | 0015341                                    | 11/30/2023 | GATE MAINTENANCE - CITY HAL  | 411.00      | 831.00      |
| 20427   | 12/21/2023 | 03890    | BANUELOS, JULIE B21-001980                 | 10/6/2023  | B21-001980 7347 LIPPIZAN DR  | 148.07      | 148.07      |
|         |            | Voucher: |  |            |                              |             |             |
| 20428   | 12/21/2023 | 03281    | BASIC BACKFLOW 42545                       | 10/31/2023 | OCT 2023 TEST & CERTIFY VALV | 350.00      |             |
|         |            | Voucher: | 43115                                      | 12/5/2023  | TEST & CERTIFY VALVES AT SEN | 35.00       | 385.00      |
| 20429   | 12/21/2023 | 00376    | CALTRANS SL240242                          | 12/17/2023 | JULY-SEP 2023 SIGNALS & LIGH | 11,571.91   | 11,571.91   |
|         |            | Voucher: |  |            |                              |             |             |
| 20430   | 12/21/2023 | 03945    | CDCE, INC. 142103                          | 12/14/2023 | ROUTER & MODEM               | 4,117.04    |             |
|         |            | Voucher: | 142106                                     | 12/18/2023 | PANORAMA SHARKEE 5 IN 1 AN   | 414.84      | 4,531.88    |
| 20431   | 12/21/2023 | 01087    | CDG MATERIALS, INC. 202311-172             | 11/15/2023 | PUBLIC WORKS SUPPLIES        | 285.00      |             |
|         |            | Voucher: | 202311-171                                 | 11/15/2023 | PUBLIC WORKS SUPPLIES        | 285.00      |             |
|         |            |          | 202311-173                                 | 11/15/2023 | PUBLIC WORKS SUPPLIES        | 285.00      | 855.00      |
| 20432   | 12/21/2023 | 02393    | CHARTER COMMUNICATIONS, - 1170523001120123 | 12/1/2023  | DEC 2023 BUSINESS INTERNET   | 2,340.26    | 2,340.26    |
|         |            | Voucher: |  |            |                              |             |             |
| 20433   | 12/21/2023 | 03195    | CINTAS 4176498059                          | 12/8/2023  | DEC 2023 WEEKLY UNIFORM CL   | 177.03      |             |
|         |            | Voucher: | 4175783822                                 | 12/1/2023  | DEC 2023 WEEKLY UNIFORM CL   | 177.03      | 354.06      |
| 20434   | 12/21/2023 | 03941    | CORKY'S PEST CONTROL 3599527               | 11/20/2023 | PEST CONTROL & TRAPS         | 325.00      | 325.00      |
|         |            | Voucher: |  |            |                              |             |             |
| 20435   | 12/21/2023 | 01020    | CRIME SCENE STERI-CLEAN, LLC100            | 12/10/2023 | BIO-HAZARD CLEAN-UP SVCS 1   | 900.00      | 900.00      |
|         |            | Voucher: |  |            |                              |             |             |
| 20436   | 12/21/2023 | 03473    | CUELLAR, JOSE L. JR 101223                 | 10/12/2023 | OCT 2023 PUBLIC WORKS ADVIS  | 50.00       | 50.00       |
|         |            | Voucher: |  |            |                              |             |             |
| 20437   | 12/21/2023 | 03632    | DE LA TORRE, URIEL 101223                  | 10/12/2023 | OCT 2023 PUBLIC WORKS ADVIS  | 50.00       | 50.00       |
|         |            | Voucher: |  |            |                              |             |             |

| Bank : chase CHASE BANK |            |        | (Continued)                  |              |             |                              |             |           |
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| Check #                 | Date       | Vendor | Invoice                      | Inv Date     | Description | Amount Paid                  | Check Total |           |
| 20438                   | 12/21/2023 | 03410  | DEANS ELECTRIC               | 1520         | 12/4/2023   | POWER OUTLET INSTALLATION    | 296.00      | 296.00    |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20439                   | 12/21/2023 | 00015  | EDISON - SOUTHERN CALIFORNIA | 700668382079 | 12/15/2023  | JVOC ELECTRIC CHARGES        | 1,901.62    | 1,901.62  |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20440                   | 12/21/2023 | 00015  | EDISON - SOUTHERN CALIFORNIA | 700078631678 | 12/9/2023   | TRAFFIC SIGNAL ELECTRIC      | 37.94       | 37.94     |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20441                   | 12/21/2023 | 00587  | FASTENAL COMPANY             | CAJUR65202   | 11/28/2023  | PUBLIC WORKS SUPPLIES        | 646.94      |           |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
|                         |            |        |                              | CAJUR65491   | 12/6/2023   | PUBLIC WORKS SUPPLIES        | 349.52      | 996.46    |
| 20442                   | 12/21/2023 | 03736  | FIRE RISK MANAGEMENT SERVICE | 1010124      | 1/1/2024    | JAN 2024 MEDICAL INSURANCE   | 46,762.36   | 46,762.36 |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20443                   | 12/21/2023 | 02733  | GALINDO, ROBERT              | 101223       | 10/12/2023  | OCT 2023 PUBLIC WORKS ADVISE | 50.00       | 50.00     |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20444                   | 12/21/2023 | 01356  | GOLDEN STAR TECHNOLOGY, INC. | INV95630     | 12/11/2023  | 11TH GEN TABLET FOR POLICE   | 3,602.85    | 3,602.85  |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20445                   | 12/21/2023 | 02729  | GOVERNMENTJOBS.COM, INC.     | INV-30541    | 9/21/2023   | 4 HR SOFTWARE ANNUAL SUBS    | 16,614.00   | 16,614.00 |
|                         | Voucher:   |        |                              |              |             |                              |             |           |
| 20446                   | 12/21/2023 | 02660  | JACKSON, MAYRA               | 101223       | 10/12/2023  | OCT 2023 PUBLIC WORKS ADVISE | 50.00       | 50.00     |
|                         | Voucher:   |        |                              |              |             |                              |             |           |

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| 20447   | 12/21/2023 | 00199  | JURUPA COMMUNITY SERVICES     | 41884-002  | 12/13/2023  | CFD WATER CHARGES             | 681.34      |           |
|         | Voucher:   |        |                               | 40893-002  | 12/13/2023  | CFD WATER CHARGES             | 674.56      |           |
|         |            |        |                               | 43074-002  | 12/13/2023  | CFD WATER CHARGES             | 611.49      |           |
|         |            |        |                               | 43864-002  | 12/13/2023  | CFD IRR WATER CHARGES         | 448.63      |           |
|         |            |        |                               | 40164-002  | 12/13/2023  | IRR WATER CHARGES             | 429.36      |           |
|         |            |        |                               | 41009-002  | 12/13/2023  | LLMD WATER CHARGES            | 421.44      |           |
|         |            |        |                               | 43927-003  | 12/13/2023  | CFD WATER CHARGES             | 324.40      |           |
|         |            |        |                               | 43868-002  | 12/13/2023  | CFD IRRI WATER CHARGES        | 238.10      |           |
|         |            |        |                               | 40264-002  | 12/13/2023  | LLMD WATER CHARGES            | 233.93      |           |
|         |            |        |                               | 40917-002  | 12/13/2023  | CFD WATER CHARGES             | 191.06      |           |
|         |            |        |                               | 41885-002  | 12/13/2023  | CFD WATER CHARGES             | 188.80      |           |
|         |            |        |                               | 40895-002  | 12/13/2023  | CFD WATER CHARGES             | 161.54      |           |
|         |            |        |                               | 42064-002  | 12/13/2023  | LLMD WATER CHARGES            | 160.83      |           |
|         |            |        |                               | 43381-002  | 12/13/2023  | LLMD WATER CHARGES            | 120.93      |           |
|         |            |        |                               | 43055-002  | 12/13/2023  | LLMD WATER CHARGES            | 120.93      |           |
|         |            |        |                               | 40265-002  | 12/13/2023  | LLMD WATER CHARGES            | 120.93      |           |
|         |            |        |                               | 40916-002  | 12/13/2023  | LLMD WATER CHARGES            | 64.36       |           |
|         |            |        |                               | 21723-002  | 12/13/2023  | LLMD WATER CHARGES            | 55.31       |           |
|         |            |        |                               | 21722-002  | 12/13/2023  | LLMD WATER CHARGES            | 53.05       |           |
|         |            |        |                               | 21845-002  | 12/13/2023  | LLMD WATER CHARGES            | 41.75       | 5,342.74  |
| 20448   | 12/21/2023 | 00656  | K&A ENGINEERING, INC          | 19235      | 8/24/2023   | 71381 CIP19108 JULY 2023 MARK | 16,724.35   |           |
|         | Voucher:   |        |                               | 19319      | 9/27/2023   | 71381 CIP19108 AUG2023 MARKI  | 1,672.00    | 18,396.35 |
| 20449   | 12/21/2023 | 02990  | LIBERTY DENTAL PLAN OF CA, IN | 0001664154 | 12/5/2023   | JAN 2024 DENTAL HMO           | 324.34      | 324.34    |
|         | Voucher:   |        |                               |            |             |                               |             |           |
| 20450   | 12/21/2023 | 03590  | LINCOLN FINANCIAL GROUP       | 4640517284 | 1/1/2024    | JAN 2024 INSURANCE PREMIUM    | 5,051.98    | 5,051.98  |
|         | Voucher:   |        |                               |            |             |                               |             |           |
| 20451   | 12/21/2023 | 00244  | LOWE'S HIW, INC               | 100223     | 10/2/2023   | SEP 2023 SUPPLIES - MAINTENA  | 1,017.44    |           |
|         | Voucher:   |        |                               | 110223     | 11/2/2023   | OCT 2023 SUPPLIES - MAINTEN   | 532.18      | 1,549.62  |
| 20452   | 12/21/2023 | 03282  | MADOLE & ASSOCIATES, INC.     | A9118      | 10/31/2023  | JUL-OCT 2023 ST IMPRVMT PL    | 482.20      | 482.20    |
|         | Voucher:   |        |                               |            |             |                               |             |           |
| 20453   | 12/21/2023 | 01676  | MASONS SAW & LAWNMOWER S      | 644275     | 10/5/2023   | PUBLIC WORKS SUPPLIES         | 1,534.32    |           |
|         | Voucher:   |        |                               | 646915     | 11/2/2023   | PUBLIC WORKS SUPPLIES         | 418.47      |           |
|         |            |        |                               | 644276     | 10/5/2023   | PUBLIC WORKS SUPPLIES         | 49.00       |           |
|         |            |        |                               | 649613     | 12/5/2023   | PUBLIC WORKS SUPPLIES         | 46.81       |           |
|         |            |        |                               | 649614     | 12/5/2023   | PUBLIC WORKS SUPPLIES         | 32.27       | 2,080.87  |



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| Check #                 | Date       | Vendor | Invoice                     | Inv Date       | Description | Amount Paid                   | Check Total |            |
| 20454                   | 12/21/2023 | 01369  | MCE CORPORATION             | 2310003        | 11/7/2023   | OCT 2023 LANDSCAPE MAINTEN    | 140,540.77  |            |
|                         | Voucher:   |        |                             | 2311004        | 12/1/2023   | NOV 2023 SPRAYING HERBICIDE   | 5,275.42    |            |
|                         |            |        |                             | 2311009        | 12/1/2023   | NOV 2023 PRE EMERGENT APPL    | 2,709.61    | 148,525.80 |
| 20455                   | 12/21/2023 | 03543  | MEDINA, ROGELIO             | B21-002420 CDW | 11/21/2023  | B21-002420 CDWD 3510 NOVAK    | 3,200.00    | 3,200.00   |
|                         | Voucher:   |        |                             |                |             |                               |             |            |
| 20456                   | 12/21/2023 | 00848  | MOBILE MODULAR STORAGE      | 301255208      | 11/18/2023  | DEC 2023 STORAGE CONT. #732   | 157.64      | 157.64     |
|                         | Voucher:   |        |                             |                |             |                               |             |            |
| 20457                   | 12/21/2023 | 03408  | MUNOZ, ALONDRA              | 101223         | 10/12/2023  | OCT 2023 PUBLIC WORKS ADVIS   | 50.00       | 50.00      |
|                         | Voucher:   |        |                             |                |             |                               |             |            |
| 20458                   | 12/21/2023 | 01517  | OFFICE DEPOT, INC           | 343315276001   | 12/1/2023   | DEC 2023 OFFICE SUPPLIES - BI | 220.54      |            |
|                         | Voucher:   |        |                             | 341571638001   | 11/29/2023  | NOV 2023 OFFICE SUPPLIES - P. | 134.09      |            |
|                         |            |        |                             | 343530462001   | 12/5/2023   | DEC 2023 OFFICE SUPPLIES - CI | 74.71       |            |
|                         |            |        |                             | 343611078001   | 12/5/2023   | DEC 2023 OFFICE SUPPLIES - CI | 51.45       |            |
|                         |            |        |                             | 341832677001   | 11/30/2023  | NOV 2023 OFFICE SUPPLIES- H.I | 36.84       |            |
|                         |            |        |                             | 344478333001   | 12/1/2023   | DEC 2023 OFFICE SUPPLIES - N  | 36.14       |            |
|                         |            |        |                             | 341618133001   | 11/30/2023  | NOV 2023 OFFICE SUPPLIES - H. | 34.46       |            |
|                         |            |        |                             | 344478333001   | 12/1/2023   | DEC 2023 OFFICE SUPPLIES - H. | 18.52       |            |
|                         |            |        |                             | 341618134001   | 11/29/2023  | NOV 2023 OFFICE SUPPLIES - N  | 16.37       |            |
|                         |            |        |                             | 343611079001   | 12/5/2023   | DEC 2023 OFFICE SUPPLIES - CI | 9.88        | 633.00     |
| 20459                   | 12/21/2023 | 03385  | PACIFIC PRODUCTS & SERVICES | 32771          | 10/27/2023  | PUBLIC WORKS STREET SIGNS     | 2,865.07    |            |
|                         | Voucher:   |        |                             | 32920          | 11/29/2023  | PUBLIC WORKS STREET SIGNS     | 2,549.63    | 5,414.70   |
| 20460                   | 12/21/2023 | 01222  | PLANETBIDS, INC.            | 1023223        | 10/25/2023  | BID MGMT SUPPORT SYSTEM SI    | 8,386.68    | 8,386.68   |
|                         | Voucher:   |        |                             |                |             |                               |             |            |
| 20461                   | 12/21/2023 | 02022  | QUADIENT LEASING USA, INC.  | Q1098856       | 12/8/2023   | 1/9/24-4/8/24 POSTAGE MACHINE | 694.78      | 694.78     |
|                         | Voucher:   |        |                             |                |             |                               |             |            |

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| 20462   | 12/21/2023 | 01261  | RUBIDOUX COMMUNITY SVCS D  | 15058200-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 1,906.44    |
|         | Voucher:   |        |                            | 15058000-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 1,753.98    |
|         |            |        |                            | 15000000-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 1,313.84    |
|         |            |        |                            | 15058100-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 543.98      |
|         |            |        |                            | 15009600-02  | 12/10/2023  | RCSD JVOC BLDG IRRIGATION C     | 268.17      |
|         |            |        |                            | 15012980-01  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 232.74      |
|         |            |        |                            | 15026710-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 201.28      |
|         |            |        |                            | 15013000-01  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 200.41      |
|         |            |        |                            | 15009200-02  | 12/10/2023  | RCSD JVOC BLDG WATER CHAR       | 157.29      |
|         |            |        |                            | 15062100-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 137.49      |
|         |            |        |                            | 15009400-02  | 12/10/2023  | RCSD JVOC BLDG CAR WASH C       | 108.96      |
|         |            |        |                            | 15075004-02  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 87.54       |
|         |            |        |                            | 15058400-00  | 12/10/2023  | RCSD LLMD WATER CHARGES         | 44.01       |
|         |            |        |                            |              |             |                                 | 6,956.13    |
| 20463   | 12/21/2023 | 03123  | RYAN, KEVIN P.             | 44           | 12/15/2023  | ARPA ADMINISTRATIVE SVCS        | 2,800.00    |
|         | Voucher:   |        |                            |              |             |                                 | 2,800.00    |
| 20464   | 12/21/2023 | 03266  | SENERGY HEATING & AIR      | 16732494     | 12/5/2023   | CITY HALL - INSTALL NEW PRIM/   | 2,513.00    |
|         | Voucher:   |        |                            |              |             |                                 | 2,513.00    |
| 20465   | 12/21/2023 | 03874  | SOLUTIONS ELECTRICAL CORP  | 326          | 11/15/2023  | INSTALL & REPLACE CIRCUITS A    | 2,006.74    |
|         | Voucher:   |        |                            |              |             |                                 | 2,006.74    |
| 20466   | 12/21/2023 | 01032  | STATE WATER RES CONTROL    | BCSW-0273388 | 12/9/2023   | 7/1/23-6/30/24 ANNUAL PERMIT F  | 44,169.00   |
|         | Voucher:   |        |                            |              |             |                                 | 44,169.00   |
| 20467   | 12/21/2023 | 02970  | STATEWIDE TRAFFIC SAFETY & | 13011629     | 11/13/2023  | STREET MESSAGE BOARD - VE1      | 2,200.00    |
|         | Voucher:   |        |                            | 13011697     | 11/30/2023  | STREET STRIPING                 | 319.09      |
|         |            |        |                            |              |             |                                 | 2,519.09    |
| 20468   | 12/21/2023 | 01258  | STC TRAFFIC, INC.          | 6594         | 11/29/2023  | OCT 2023 ON CALL TRAFFIC EN     | 6,840.00    |
|         | Voucher:   |        |                            | 6455         | 9/25/2023   | MA16045 MAY 2023 ON-CALL TR/    | 5,900.00    |
|         |            |        |                            | 6595         | 11/29/2023  | MA22248 OCT 2023 ON CALL TR/    | 540.00      |
|         |            |        |                            | 6596         | 11/29/2023  | MA17132 OCT 2023 ON CALL TR/    | 480.00      |
|         |            |        |                            |              |             |                                 | 13,760.00   |
| 20469   | 12/21/2023 | 02390  | STORER, CLINTON J.         | 1277         | 12/4/2023   | BEE HIVE REMOVAL - HARVEST      | 250.00      |
|         | Voucher:   |        |                            |              |             |                                 | 250.00      |
| 20470   | 12/21/2023 | 03409  | TELECHECK SERVICES, INC.   | L344055045   | 11/1/2023   | NOV 2023 BANK SERVICE FEES      | 110.00      |
|         | Voucher:   |        |                            |              |             |                                 | 110.00      |
| 20471   | 12/21/2023 | 00100  | THE GAS COMPANY            | 120423       | 12/4/2023   | NOV 2023 GAS SVCS - CITY HAL    | 53.20       |
|         | Voucher:   |        |                            |              |             |                                 | 53.20       |
| 20472   | 12/21/2023 | 03183  | TRUE CLEAN SOURCE          | 73           | 12/1/2023   | 11/28/23-12/01/23 JANITORIAL SV | 1,152.00    |
|         | Voucher:   |        |                            | 72           | 11/22/2023  | 11/20/23-11/22/23 JANITORIAL SV | 864.00      |
|         |            |        |                            |              |             |                                 | 2,016.00    |

Bank : chase CHASE BANK

(Continued)

| Check #                   | Date       | Vendor | Invoice                             | Inv Date   | Description                    | Amount Paid | Check Total |
|---------------------------|------------|--------|-------------------------------------|------------|--------------------------------|-------------|-------------|
| 20473                     | 12/21/2023 | 00883  | TYCO INTEGRATED SECURITY, L39420081 | 10/16/2023 | SECURITY SYSTEM - PRO RATE:    | 322.00      |             |
|                           | Voucher:   |        | 38744994                            | 7/1/2023   | TIME & MATERIAL SERVICE - CIT  | 139.97      | 461.97      |
| 20474                     | 12/21/2023 | 03126  | UNION PACIFIC RAILROAD COMF90130774 | 11/14/2023 | 71362 INSTALL FLASHING LIGHT   | 39,403.73   | 39,403.73   |
|                           | Voucher:   |        |                                     |            |                                |             |             |
| 20475                     | 12/21/2023 | 01295  | VAN DYKE LANDSCAPE ARCHITE23185     | 10/31/2023 | CFD2022-001 OCT 2023 PROFES    | 4,718.75    |             |
|                           | Voucher:   |        | 23185                               | 10/31/2023 | CFD2023-001 OCT 2023 PROFES    | 3,937.50    |             |
|                           |            |        | 23185                               | 10/31/2023 | CFD2020-001 OCT 2023 PROFES    | 2,658.14    |             |
|                           |            |        | 23185                               | 10/31/2023 | PW120-016 OCT 2023 PROFESSK    | 2,482.42    |             |
|                           |            |        | 23185                               | 10/31/2023 | ZONE AA OCT 2023 PROFESSIOI    | 1,917.12    |             |
|                           |            |        | 23185                               | 10/31/2023 | ZONE GG OCT 2023 PROFESSIO     | 1,750.00    |             |
|                           |            |        | 23185                               | 10/31/2023 | LMA-009 OCT 2023 PROFESSION    | 1,501.50    |             |
|                           |            |        | 23185                               | 10/31/2023 | ZONE EE OCT 2023 PROFESSIOI    | 937.50      |             |
|                           |            |        | 23185                               | 10/31/2023 | ZONE LL OCT 2023 PROFESSION    | 622.76      |             |
|                           |            |        | 23185                               | 10/31/2023 | CFD2019-001 OCT 2023 PROFES    | 535.18      |             |
|                           |            |        | 23185                               | 10/31/2023 | CFD2019-002 OCT 2023 PROFES    | 500.00      |             |
|                           |            |        | 23185                               | 10/31/2023 | IP22-010 OCT 2023 PROFESSION   | 125.00      | 21,685.87   |
| 20476                     | 12/21/2023 | 01873  | WARREN-ANDERSON FORD INC F25740     | 12/18/2023 | MAINTENANCE -15 FORD C-MAX     | 238.73      | 238.73      |
|                           | Voucher:   |        |                                     |            |                                |             |             |
| 20477                     | 12/21/2023 | 02972  | WAXIE SANITARY SUPPLY 82048155      | 10/17/2023 | SANITARY SUPPLIES              | 2,278.62    |             |
|                           | Voucher:   |        | 82048157                            | 10/17/2023 | JVOC SANITARY SUPPLIES         | 1,030.91    | 3,309.53    |
| 20478                     | 12/21/2023 | 01088  | WEST COAST ARBORISTS, INC 207189    | 10/31/2023 | 10/16/2023-10/31/2023 TREE MAI | 4,608.00    |             |
|                           | Voucher:   |        | 207653                              | 11/15/2023 | 11/01/2023-11/15/2023 TREE MAI | 2,296.00    | 6,904.00    |
| 20479                     | 12/21/2023 | 02057  | WEST VALLEY WATER DISTRICT 121223   | 12/12/2023 | NOV 2023 - 1090 HALL           | 57.21       | 57.21       |
|                           | Voucher:   |        |                                     |            |                                |             |             |
| 20480                     | 12/21/2023 | 01236  | WHITE CAP, L.P. 50024683491         | 11/30/2023 | PUBLIC WORKS SUPPLIES - PET    | 3,636.57    | 3,636.57    |
|                           | Voucher:   |        |                                     |            |                                |             |             |
| 20481                     | 12/21/2023 | 00029  | WRCOG, WESTERN RIVERSIDE C1603      | 11/17/2023 | FY 23/24 SOLID WASTE COOPEF    | 6,767.77    | 6,767.77    |
|                           | Voucher:   |        |                                     |            |                                |             |             |
| Sub total for CHASE BANK: |            |        |                                     |            |                                |             | 463,407.27  |

60 checks in this report.

Grand Total All Checks: 463,407.27

Bank : chase CHASE BANK

| Check #                   | Date       | Vendor   | Invoice                          | Inv Date      | Description                  | Amount Paid                    | Check Total |
|---------------------------|------------|----------|----------------------------------|---------------|------------------------------|--------------------------------|-------------|
| 20482                     | 12/28/2023 | 02927    | BLAIS & ASSOCIATES, LLC          | BA_6616_2023  | 12/15/2023                   | NOV 2023 JVV GRANT RESEARC     | 2,640.00    |
|                           |            | Voucher: | BA_6557_2023                     | 12/15/2023    | NOV 2023 PROF SVCS EECBG C   | 1,670.75                       | 4,310.75    |
| 20483                     | 12/28/2023 | 02082    | CIVICPLUS, LLC                   | 283972        | 12/1/2023                    | ONLINE CODE HOSTING PREMIL     | 1,225.00    |
|                           |            | Voucher: |                                  |               |                              |                                | 1,225.00    |
| 20484                     | 12/28/2023 | 00015    | EDISON - SOUTHERN CALIFORNIA     | 700829302049  | 12/19/2023                   | CFD 2013-001 TRAFFIC SIGNAL E  | 322.31      |
|                           |            | Voucher: | 700837989411                     | 12/19/2023    | CFD 2013-001 STREET LIGHT EL | 321.70                         |             |
|                           |            |          | 700795567570                     | 12/19/2023    | CFD TRAFFIC SIGNAL ELECTRIC  | 164.77                         |             |
|                           |            |          | 700839998119                     | 12/19/2023    | LLMD ELECTRIC CHARGES        | 65.84                          |             |
|                           |            |          | 700845071320                     | 12/19/2023    | LLMD IRR ELECTRIC CHARGES    | 16.77                          | 891.39      |
| 20485                     | 12/28/2023 | 00015    | EDISON - SOUTHERN CALIFORNIA     | 700578058410  | 12/19/2023                   | LLMD ELECTRIC CHARGES          | 186.69      |
|                           |            | Voucher: | 700840023377                     | 12/19/2023    | LLMD ELECTRIC CHARGES        | 92.87                          |             |
|                           |            |          | 700573815163                     | 12/15/2023    | PUMP STATION ELECTRIC        | 11.46                          |             |
|                           |            |          | 700283355030                     | 12/19/2023    | CFD IRR ELECTRICAL CHARGES   | 1.42                           | 292.44      |
| 20486                     | 12/28/2023 | 00015    | EDISON - SOUTHERN CALIFORNIA     | 700819583760  | 12/19/2023                   | CFD 2013-001 ELECTRIC CHARG    | 135.40      |
|                           |            | Voucher: | 700819591642                     | 12/19/2023    | CFD 2013-001 ELECTRIC CHARG  | 28.25                          | 163.65      |
| 20487                     | 12/28/2023 | 02180    | EMPIRE GROUP OF COMPANIES        | 64212         | 12/8/2023                    | BUSINESS CARDS: R.A.           | 59.81       |
|                           |            | Voucher: |                                  |               |                              |                                | 59.81       |
| 20488                     | 12/28/2023 | 01688    | FCS INTERNATIONAL, INC           | 00075422      | 12/18/2023                   | CS16002 NOV 2023 RIO VISTA EI  | 2,802.50    |
|                           |            | Voucher: |                                  |               |                              |                                | 2,802.50    |
| 20489                     | 12/28/2023 | 02982    | FONG, ALEX                       | 102023        | 10/20/2023                   | PHOTOGRAPHY FOR 12.14.23       | 1,200.00    |
|                           |            | Voucher: |                                  |               |                              |                                | 1,200.00    |
| 20490                     | 12/28/2023 | 03938    | RAMBOLL AMERICAS ENGINEERING     | 1940029488    | 9/22/2023                    | CS22003 AUG 2023 JV - APPALOCH | 1,553.64    |
|                           |            | Voucher: |                                  |               |                              |                                | 1,553.64    |
| 20491                     | 12/28/2023 | 03581    | ROADPOST USA INC.                | RU08351282    | 12/24/2023                   | EOC SATELITE PHONE PREPAID     | 334.75      |
|                           |            | Voucher: |                                  |               |                              |                                | 334.75      |
| 20492                     | 12/28/2023 | 03288    | TRIPEPI, SMITH & ASSOCIATES, INC | 110925        | 9/30/2023                    | SEP 2023 COMMUNICATIONS & I    | 2,260.00    |
|                           |            | Voucher: |                                  |               |                              |                                | 2,260.00    |
| 20493                     | 12/28/2023 | 03911    | SMS DIGITAL, KOLA FM RADIO       | IN-1231116593 | 11/30/2023                   | VETERANS DAY PARADE ADVERT     | 921.00      |
|                           |            | Voucher: |                                  |               |                              |                                | 921.00      |
| Sub total for CHASE BANK: |            |          |                                  |               |                              |                                | 16,014.93   |

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12 checks in this report.

|                         |                  |
|-------------------------|------------------|
| Grand Total All Checks: | <u>16,014.93</u> |
| Check #20383 - VOIDED:  | 2,421.00         |
| Grand Total All Checks: | 13,593.93        |

**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 11/29/23: \$259,655.61**

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

**TRANSACTION SUMMARY****SUMMARY BY TRANSACTION TYPE -**

|   |                   |
|---|-------------------|
| TOTAL ELECTRONIC FUNDS TRANSFER (EFT)                   | 259,655.61        |
| CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT            | <b>259,655.61</b> |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES | 43,790.81         |
| CASH REQUIRED FOR CHECK DATE 11/29/23                   | 303,446.42        |

**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<br/>&amp; OTHER TOTALS</b> |
|--------------------|----------------------|-----------------------|----------------|---------------------------|------------------|--|
| 11/28/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Direct Deposit | Net Pay Allocations       | 207,216.49       | 207,216.49                                       |
| 11/28/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Taxpay®        | Employee Withholdings     |                  |  |
|                    |                      |                       |                | Medicare                  | 4,118.23         |  |
|                    |                      |                       |                | Fed Income Tax            | 29,906.60        |  |
|                    |                      |                       |                | CA Income Tax             | 14,261.63        |  |
|                    |                      |                       |                | <b>Total Withholdings</b> | <b>48,286.46</b> |  |
|                    |                      |                       |                | Employer Liabilities      |                  |  |
|                    |                      |                       |                | Medicare                  | 4,039.61         |  |
|                    |                      |                       |                | CA Disability             | 113.05           |  |
|                    |                      |                       |                | <b>Total Liabilities</b>  | <b>4,152.66</b>  | 52,439.12  |
|                    |                      |                       |                | <b>EFT FOR 11/28/23</b>   |                  | <b>259,655.61</b>                                |
|                    |                      |                       |                | <b>TOTAL EFT</b>          |                  | <b>259,655.61</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> |
|--------------------|-----------------------------------|-----------------------|----------------|-------------------------|------------------|--------------|
| 11/29/23           | Refer to your records for account | Information           | Payroll        | Employee Deductions     |                  |              |
|                    |                                   |                       |                | 401A Contributions      | 4,014.53         |              |
|                    |                                   |                       |                | 401a EE Pretax          | 6,064.92         |              |
|                    |                                   |                       |                | 457b EE Catch Up        | 1,900.00         |              |
|                    |                                   |                       |                | 457b EE Pretax          | 10,501.11        |              |
|                    |                                   |                       |                | 457b EE Roth            | 681.13           |              |
|                    |                                   |                       |                | Med FSA EE Pretax       | 1,026.84         |              |
|                    |                                   |                       |                | <b>Total Deductions</b> | <b>24,188.53</b> |              |
|                    |                                   |                       |                | Other Items             |                  |              |
|                    |                                   |                       |                | 401a ER                 | 19,602.28        |              |

**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 11/29/23: \$259,655.61****REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.)** - *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>     |
|--|---|-----------------------|----------------|---------------------|------------------|
| 11/29/23   | Refer to your records for account Information |                       | Payroll        | Other Items (cont.) |                  |
|  |   |                       |                | 401a ER Catch Up    |                  |
|  |   |                       |                | TOTAL OTHER ITEMS   | 19,602.28        |
| <b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b> |   |                       |                |                     | <b>43,790.81</b> |

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - *This information serves as a record of payment.*

| <u>DUE DATE</u> | <u>PRODUCT</u> | <u>DESCRIPTION</u> |           |
|-----------------|----------------|--------------------|-----------|
| 12/06/23        | Taxpay®        | FED IT PMT Group   | 38,064.44 |
| 12/06/23        | Taxpay®        | CA IT PMT Group    | 14,374.68 |



**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/05/23: \$3,126.08**

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

**TRANSACTION SUMMARY****SUMMARY BY TRANSACTION TYPE -**

|   |          |
|---|----------|
| TOTAL ELECTRONIC FUNDS TRANSFER (EFT)                   | 3,126.08 |
| CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT            | 3,126.08 |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES | 6,825.00 |
| CASH REQUIRED FOR CHECK DATE 12/05/23                   | 9,951.08 |

**TRANSACTION DETAIL**

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

| <u>TRANS. DATE</u> | <u>BANK NAME</u>     | <u>ACCOUNT NUMBER</u> | <u>PRODUCT</u> | <u>DESCRIPTION</u>        |               | <b>BANK DRAFT AMOUNTS<br/>&amp; OTHER TOTALS</b> |
|--------------------|----------------------|-----------------------|----------------|---------------------------|---------------|--|
| 12/04/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Direct Deposit | Net Pay Allocations       | 2,870.47      | 2,870.47   |
| 12/04/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Taxpay®        | Employee Withholdings     |               |  |
|                    |                      |                       |                | Medicare                  | 113.28        |  |
|                    |                      |                       |                | Fed Income Tax            | 16.25         |  |
|                    |                      |                       |                | <b>Total Withholdings</b> | <b>129.53</b> |  |
|                    |                      |                       |                | Employer Liabilities      |               |  |
|                    |                      |                       |                | Medicare                  | 113.28        |  |
|                    |                      |                       |                | CA Unemploy               | 12.40         |  |
|                    |                      |                       |                | CA Emp Train              | 0.40          |  |
|                    |                      |                       |                | <b>Total Liabilities</b>  | <b>126.08</b> | 255.61   |
|                    |                      |                       |                | <b>EFT FOR 12/04/23</b>   |               | <b>3,126.08</b>                                  |
|                    |                      |                       |                | <b>TOTAL EFT</b>          |               | <b>3,126.08</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> |
|--------------------|---|-----------------------|----------------|-------------------------|-----------------|--------------|
| 12/05/23           | 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 12/05/23: \$3,126.08

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

| TRANS. DATE   | BANK NAME                                     | ACCOUNT NUMBER | PRODUCT | DESCRIPTION       | TOTAL    |
|---|---|----------------|---------|-------------------|----------|
| 12/05/23  | Refer to your records for account information |                | Payroll | Other Items       |          |
|   |   |                |         | 401a ER           | 225.00   |
|   |   |                |         | TOTAL OTHER ITEMS | 225.00   |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES |   |                |         |                   | 6,825.00 |

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

| DUE DATE | PRODUCT | DESCRIPTION      |        |
|----------|---------|------------------|--------|
| 12/08/23 | Taxpay® | FED IT PMT Group | 242.81 |

**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/13/23: \$351,680.71**

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

**TRANSACTION SUMMARY****SUMMARY BY TRANSACTION TYPE -**

|   |                   |
|---|-------------------|
| TOTAL ELECTRONIC FUNDS TRANSFER (EFT)                   | 351,680.71        |
| CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT            | <b>351,680.71</b> |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES | 108,119.19        |
| CASH REQUIRED FOR CHECK DATE 12/13/23                   | 459,799.90        |

**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<br/>&amp; OTHER TOTALS</b> |
|--------------------|----------------------|-----------------------|----------------|---------------------------|------------------|--|
| 12/12/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Direct Deposit | Net Pay Allocations       | 267,587.78       | 267,587.78                                       |
| 12/12/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Taxpay®        | Employee Withholdings     |                  |  |
|                    |                      |                       |                | Medicare                  | 5,697.38         |  |
|                    |                      |                       |                | Fed Income Tax            | 49,048.87        |  |
|                    |                      |                       |                | CA Income Tax             | 23,136.56        |  |
|                    |                      |                       |                | <b>Total Withholdings</b> | <b>77,882.81</b> |  |
|                    |                      |                       |                | Employer Liabilities      |                  |  |
|                    |                      |                       |                | Medicare                  | 5,530.14         |  |
|                    |                      |                       |                | CA Disability             | 277.69           |  |
|                    |                      |                       |                | CA Unemploy               | 389.72           |  |
|                    |                      |                       |                | CA Emp Train              | 12.57            |  |
|                    |                      |                       |                | <b>Total Liabilities</b>  | <b>6,210.12</b>  | 84,092.93  |
|                    |                      |                       |                | <b>EFT FOR 12/12/23</b>   |                  | <b>351,680.71</b>                                |
|                    |                      |                       |                | <b>TOTAL EFT</b>          |                  | <b>351,680.71</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> |
|--------------------|---|-----------------------|----------------|----------------------|----------|--------------|
| 12/13/23           | Refer to your records for account Information |                       | Payroll        | Employee Deductions  |          |              |
|                    |   |                       |                | 401A Contributions   | 4,176.46 |              |
|                    |   |                       |                | 401a EE Catch Up     | 977.40   |              |
|                    |   |                       |                | 401a EE Pretax       | 5,773.03 |              |
|                    |   |                       |                | 457b EE Catch Up     | 4,400.00 |              |
|                    |   |                       |                | 457b EE Pretax       | 9,181.00 |              |
|                    |   |                       |                | 457b EE Roth         | 740.39   |              |
|                    |   |                       |                | EE Post-Tax Other In | 5,806.28 |              |
|                    |   |                       |                | EE Pretax Other Ins  | 2,819.03 |              |

**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/13/23: \$351,680.71****REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.)** - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

| <u>TRANS. DATE</u>   | <u>BANK NAME</u>                  | <u>ACCOUNT NUMBER</u> | <u>PRODUCT</u> | <u>DESCRIPTION</u>          | <u>TOTAL</u>      |
|--|-----------------------------------|-----------------------|----------------|-----------------------------|-------------------|
| 12/13/23   | Refer to your records for account | Information           | Payroll        | Employee Deductions (cont.) |                   |
|  |                                   |                       |                | Med FSA EE Pretax           | 1,026.84          |
|  |                                   |                       |                | TO-PIA DEN EE PRE           | 2,648.98          |
|  |                                   |                       |                | TO-PIA MED EE PRE           | 43,540.88         |
|  |                                   |                       |                | TO-PIA VIS EE PRE           | 646.36            |
|  |                                   |                       |                | VPDI-LT                     | 2,079.15          |
|  |                                   |                       |                | VPDI-ST                     | 2,959.87          |
|  |                                   |                       |                | Wage Garnishmnt Ngps        | 75.00             |
|  |                                   |                       |                | <b>Total Deductions</b>     | <b>86,850.67</b>  |
|  |                                   |                       |                | Other Items                 |                   |
|  |                                   |                       |                | 401a ER                     | 20,742.23         |
|  |                                   |                       |                | 401a ER Catch Up            | 526.29            |
|  |                                   |                       |                | <b>TOTAL OTHER ITEMS</b>    | <b>21,268.52</b>  |
| <b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b> |                                   |                       |                |                             | <b>108,119.19</b> |

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - This information serves as a record of payment.

| <u>DUE DATE</u> | <u>PRODUCT</u> | <u>DESCRIPTION</u> |           |
|-----------------|----------------|--------------------|-----------|
| 12/20/23        | Taxpay®        | FED IT PMT Group   | 60,276.39 |
| 12/20/23        | Taxpay®        | CA IT PMT Group    | 23,414.25 |

**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/27/23: \$285,727.90**

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

**TRANSACTION SUMMARY****SUMMARY BY TRANSACTION TYPE -**

|   |            |
|---|------------|
| TOTAL ELECTRONIC FUNDS TRANSFER (EFT)                   | 285,727.90 |
| CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT            | 285,727.90 |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES | 47,368.71  |
| CASH REQUIRED FOR CHECK DATE 12/27/23                   | 333,096.61 |

**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<br/>&amp; OTHER TOTALS</b> |
|--------------------|----------------------|-----------------------|----------------|---------------------------|------------------|--|
| 12/26/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Direct Deposit | Net Pay Allocations       | 229,559.55       | 229,559.55                                       |
| 12/26/23           | JPMORGAN CHASE BANK, | xxxxxxxxxxxx176       | Taxpay®        | Employee Withholdings     |                  |  |
|                    |                      |                       |                | Medicare                  | 4,708.13         |  |
|                    |                      |                       |                | Fed Income Tax            | 30,760.06        |  |
|                    |                      |                       |                | CA Income Tax             | 15,647.65        |  |
|                    |                      |                       |                | <b>Total Withholdings</b> | <b>51,115.84</b> |  |
|                    |                      |                       |                | Employer Liabilities      |                  |  |
|                    |                      |                       |                | Medicare                  | 4,426.98         |  |
|                    |                      |                       |                | CA Disability             | 271.00           |  |
|                    |                      |                       |                | CA Unemploy               | 343.45           |  |
|                    |                      |                       |                | CA Emp Train              | 11.08            |  |
|                    |                      |                       |                | <b>Total Liabilities</b>  | <b>5,052.51</b>  | 56,168.35  |
|                    |                      |                       |                | <b>EFT FOR 12/26/23</b>   |                  | <b>285,727.90</b>                                |
|                    |                      |                       |                | <b>TOTAL EFT</b>          |                  | <b>285,727.90</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> |
|--------------------|---|-----------------------|----------------|---------------------|----------|--------------|
| 12/27/23           | Refer to your records for account Information |                       | Payroll        | Employee Deductions |          |              |
|                    |   |                       |                | 401A Contributions  | 4,890.72 |              |
|                    |   |                       |                | 401a EE Catch Up    | 496.28   |              |
|                    |   |                       |                | 401a EE Pretax      | 6,322.45 |              |
|                    |   |                       |                | 457b EE Catch Up    | 4,400.00 |              |
|                    |   |                       |                | 457b EE Pretax      | 7,895.73 |              |
|                    |   |                       |                | 457b EE Roth        | 785.82   |              |
|                    |   |                       |                | Med FSA EE Pretax   | 1,026.84 |              |

# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/27/23: \$285,727.90

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

| TRANS. DATE   | BANK NAME                                     | ACCOUNT NUMBER | PRODUCT | DESCRIPTION                 | TOTAL     |
|---|---|----------------|---------|-----------------------------|-----------|
| 12/27/23  | Refer to your records for account Information |                | Payroll | Employee Deductions (cont.) |           |
|   |   |                |         | Wage Garnishmnt Ngps        | 75.00     |
|   |   |                |         | Total Deductions            | 25,892.84 |
|   |   |                |         | Other Items                 |           |
|   |   |                |         | 401a ER                     | 20,953.78 |
|   |   |                |         | 401a ER Catch Up            | 522.09    |
|   |   |                |         | TOTAL OTHER ITEMS           | 21,475.87 |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES   |   |                |         |                             | 47,368.71 |
| PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment. |   |                |         |                             |           |
|   |   | DUE DATE       | PRODUCT | DESCRIPTION                 |           |
|   |   | 01/04/24       | Taxpay® | FED IT PMT Group            | 39,895.17 |
|   |   | 01/04/24       | Taxpay® | CA IT PMT Group             | 15,918.65 |

**ORDINANCE NO. 2024-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 21003 (CZ 21003) TO CHANGE THE ZONE FROM MEDIUM-MANUFACTURING TO MANUFACTURING-SERVICE COMMERCIAL TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

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

**Section 1. Background.** On July 5, 2018, the City Council considered Proficiency Capital, LLC's (the "Applicant") request for a General Plan Amendment ("GPA") to allow a logistics use on the project site, which is located westerly of west Riverside Canal, southerly of 25th Street, northerly of 28th Street, and two parcels located southeast of the west Riverside Canal and northwest of Avalon street, and east of 28th Street. This is outside the General Plan Mira Loma and Agua Mansa Warehouse and Distribution Center Overlays. The City Council, without consideration of the merits of the proposed project, initiated a GPA to analyze and review the Applicant's request to develop the Rubidoux Commerce Park on the Project site. In 2022, the Planning Commission and City Council held study sessions on the proposed project. On March 17, 2022, the City Council stated they were not supportive of the proposed distribution warehouse use at this project site and the Applicant decided to modify the proposed project in response to these comments.

**Section 2. Project.** The Applicant applied for Change of Zone No. 21003, Site Development Permit No. 19008, Tentative Parcel Map No. 37677, and Development Agreement No. 19001 (collectively, Master Application No. 17132 or MA No. 17132) to permit the construction of a proposed 1.18 million square foot industrial complex consisting of five buildings on the property located westerly of West Riverside Canal, southerly of 25th Street, northerly of 28th Street, and two parcels located southeast of the West Riverside Canal and northwest of Avalon Street, and east of 28th Street (APNs: 178-030,001, 002, 003, 006, 008, 009, 010, 178-070-001, 002, 003 (the "Project")). These applications were filed in a manner in accord with the City of Jurupa Valley General Plan and the Jurupa Valley Municipal Code. This Ordinance addresses Change of Zone No. 21003. Site Development Permit No. 19008 and Tentative Parcel Map No. 37677 will be addressed by resolution. Development Agreement No. 19001 will be addressed by a separate ordinance.

**Section 3. Procedural Findings.** The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) The application for MA No. 17132 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and local law, including the California Environmental Quality Act.

(b) On November 8, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 17132, 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 voted 3-1 to deny the Project, and directed staff to prepare a resolution of denial. On November 29, 2023 the Planning Commission adopted a resolution denying the Project.

(c) The Applicant timely appealed the denial of the Project.

(d) On December 21, 2023, the City Council of the City of Jurupa held a public hearing on MA No. 17132, 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.

(e) 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 an Environmental Impact Report (“EIR”) should be prepared. An EIR was prepared (SCH # 2020110449 ) for the Project. Change of Zone No. 21003 was included in the Project Description for the EIR and its impacts analyzed therein.

(f) On December 21, 2023, the City Council of the City of Jurupa Valley considered the proposed Project, Change of Zone No. 21003, and the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, at a duly noticed and conducted public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, Development Agreement, EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations prior to prior to adopting this Ordinance.

(g) Following the public hearing, the City Council adopted Resolution No. 2023-102, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED EASTERLY OF MONTANA AVENUE, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK),” that included Change of Zone No. 21003 in the Project Description.



(h) Following the public hearing, the City Council also adopted Ordinance No. 2024-02, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING DEVELOPMENT AGREEMENT NO. 19001 (DA 19001) BETWEEN THE CITY AND PROFICIENCY CAPITAL, LLC TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK).”

(i) Following the public hearing, the City Council also adopted Resolution No. 2023-103, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING MASTER APPLICATION NO. 17132 CONSISTING OF TENTATIVE PARCEL MAP NO. 37677 (TPM 37677) AND SITE DEVELOPMENT PERMIT NO. 19008 (SDP 19008), TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)” which approvals are vested by the Development Agreement.

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

**Section 4. Change of Zone.**

(a) The Applicant is seeking approval of Change of Zone No. 21003 to rezone four parcels located Easterly of Montana Avenue, Westerly of West Riverside Canal, Southerly of 25<sup>th</sup> Street, and Northerly of 28<sup>th</sup> Street (APNs: 178-030,001, 002, 003, 006, 008, 009, 010, 178-070-001, 002, 003) from Manufacturing-Manufacturing Medium (M-M) to Manufacturing-Service Commercial (M-SC) 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 9.285.020(C) of the Jurupa Valley Municipal Code states that an application of the change of zone shall not be set for a public hearing unless: (1) all procedures required by the Jurupa Valley Rules Implementing the California Environmental Quality Act (Pub. Resources Code Section 21000 et seq.) to hear a matter have been completed, and (2) the requested change of zone is consistent with the Jurupa Valley General Plan.

(d) 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.

(e) 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.

(f) Section 9.285.040.(5) provides that after closing the public hearing the City Council shall render its decision within a reasonable time and may approve, modify, or disapprove the recommendation of the Planning Commission.

**Section 5. Findings for Approval of Change of Zone.** In approving Change of Zone No. 21003, the City Council of the City of Jurupa Valley finds and determines that:

(a) Change of Zone No. 21003 to change the zone for the Project site from Medium-Manufacturing to Manufacturing-Service Commercial (M-SC) is necessary to ensure consistency with the General Plan which designates the Project site as Light Industrial.

**Section 6. Approval of Change of Zone 21003.** The City Council of the City of Jurupa Valley hereby approves Change of Zone No. 21003 to rezone four parcels located Easterly of Montana Avenue, Westerly of West Riverside Canal, Southerly of 25<sup>th</sup> Street, and Northerly of 28<sup>th</sup> Street (APNs: 178-030,001, 002, 003, 006, 008, 009, 010, 178-070-001, 002, 003) from Manufacturing-Manufacturing Medium (M-M) to Manufacturing-Service Commercial (M-SC) as depicted in Exhibit "A".

**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 shall take effect thirty (30) days after its adoption.

**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.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 18<sup>th</sup> day of January, 2024.

---

Guillermo Silva  
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. 2024-01 was regularly introduced at a regular meeting of the City Council held on the 21<sup>st</sup> day of December, 2023 and thereafter at a regular meeting held on the 18<sup>th</sup> day of January, 2024, 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 18<sup>th</sup> day of January, 2024.

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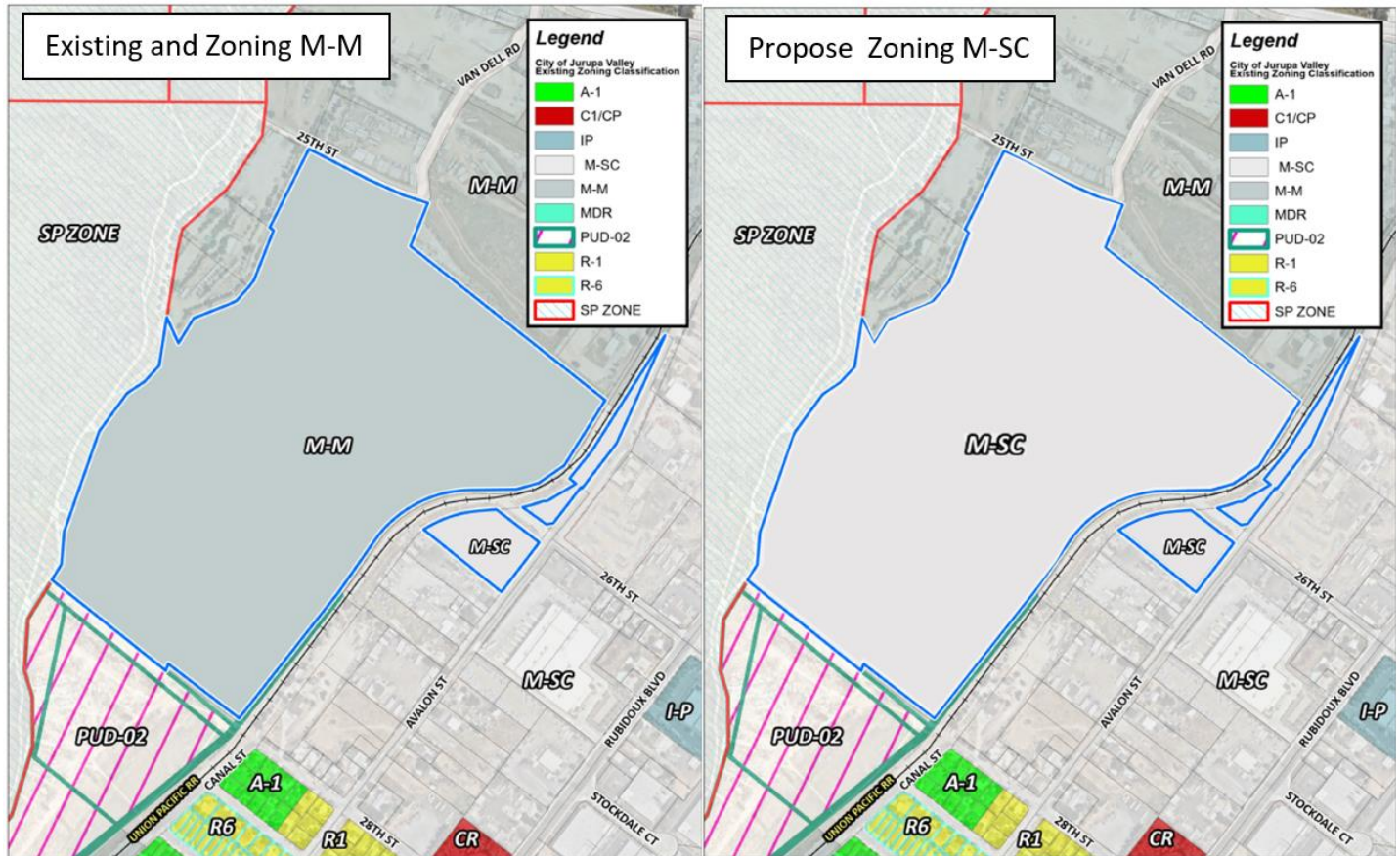
Victoria Wasko, City Clerk  
City of Jurupa Valley

## **Exhibit A**

Change of Zone (CZ 21003)

## Exhibit A

### Change of Zone from M-M Zone to M-SC



**ORDINANCE NO. 2024-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 19001 (DA 19001) BETWEEN THE CITY AND PROFICIENCY CAPITAL, LLC TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)**

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

**Section 1. Background.** On July 5, 2018, the City Council considered Proficiency Capital, LLC's (the "Applicant") request for a General Plan Amendment ("GPA") to allow a logistics use on the project site, which is located westerly of west Riverside Canal, southerly of 25th Street, northerly of 28th Street, and two parcels located southeast of the west Riverside Canal and northwest of Avalon street, and east of 28th Street. This is outside the General Plan Mira Loma and Agua Mansa Warehouse and Distribution Center Overlays. The City Council, without consideration of the merits of the proposed project, initiated a GPA to analyze and review the Applicant's request to develop the Rubidoux Commerce Park on the Project site. In 2022, the Planning Commission and City Council held study sessions on the proposed project. On March 17, 2022, the City Council stated they were not supportive of the proposed distribution warehouse use at this project site and the Applicant decided to modify the proposed project in response to these comments.

**Section 2. Project.** The Applicant applied for Change of Zone No. 21003, Site Development Permit No. 19008, Tentative Parcel Map No. 37677, and Development Agreement No. 19001 (collectively, Master Application No. 17132 or MA No. 17132) to permit the construction of a proposed 1.18 million square foot industrial complex consisting of five buildings on the property located westerly of West Riverside Canal, southerly of 25th Street, northerly of 28th Street, and two parcels located southeast of the West Riverside Canal and northwest of Avalon Street, and east of 28th Street (APNs: 178-030,001, 002, 003, 006, 008, 009, 010, 178-070-001, 002, 003 (the "Project")). These applications were filed in a manner in accord with the City of Jurupa Valley General Plan and the Jurupa Valley Municipal Code. This Ordinance addresses Development Agreement No. 19001. Change of Zone No. 21003 will be addressed by a separate ordinance. Site Development Permit No. 19008 and Tentative Parcel Map No. 37677 will be addressed by resolution.

**Section 3. Procedural Findings.** The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) The application for MA No. 17132 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and local law, including the California Environmental Quality Act.

(b) On November 8, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 17132, 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 voted 3-1 to deny the Project, and directed staff to prepare a resolution of denial. On November 29, 2023 the Planning Commission adopted a resolution denying the Project.

(c) The Applicant timely appealed the denial of the Project.

(d) On December 21, 2023, the City Council of the City of Jurupa held a public hearing on MA No. 17132, 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.

(e) The proposed Development Agreement between Proficiency Capital, LLC, (“Owner”) and the City of Jurupa Valley DA 19001 (“Development Agreement”) provides the Owner vested rights to proceed with the development of the Project Site in accordance with the terms and conditions of the Development Agreement. By entering into the Development Agreement, the City is securing certain public benefits which enhance the public health, safety and welfare. The term of the Development Agreement is for ten (10) years. The benefit of the Development Agreement for the Owner is the protection of the approvals. The Development Agreement includes community benefits that would be provided. The estimated total benefit amount, based on a 10 year projection (discounted at net present value), is \$12,848,618.

(f) Pursuant to the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code § 21000 *et seq.*) and the State CEQA 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 an Environmental Impact Report (“EIR”) should be prepared. An EIR was prepared (SCH # 2020110449 ) for the Project. Development Agreement No. 19001 was included in the Project Description for the EIR and its impacts analyzed therein.

(g) On December 21, 2023, the City Council of the City of Jurupa Valley considered the proposed Project, including Development Agreement No. 19001, the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, at a duly noticed and conducted public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, Development Agreement No. 19001, the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations prior to adopting this Ordinance.



(h) Following the public hearing, the Council adopted Resolution No. 2023-102, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED EASTERLY OF MONTANA AVENUE, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK),” that included Development Agreement No. 19001 in the Project Description.

(i) Following the public hearing, the Council also adopted Ordinance No. 2024-01, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING CHANGE OF ZONE NO. 21003 (CZ 21003) TO CHANGE THE ZONE FROM MEDIUM-MANUFACTURING TO MANUFACTURING-SERVICE COMMERCIAL TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK).

(j) Following the public hearing, the Council also adopted Resolution No. 2023-103, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING MASTER APPLICATION NO. 17132 CONSISTING OF TENTATIVE PARCEL MAP NO. 37677 (TPM 37677) AND SITE DEVELOPMENT PERMIT NO. 19008 (SDP 19008), TO PERMIT THE CONSTRUCTION OF AN APPROXIMATE 1.18 MILLION SQUARE FOOT INDUSTRIAL PARK WITH FIVE BUILDINGS LOCATED, WESTERLY OF WEST RIVERSIDE CANAL, SOUTHERLY OF 25TH STREET, NORTHERLY OF 28TH STREET, AND TWO PARCELS LOCATED SOUTHEAST OF THE WEST RIVERSIDE CANAL AND NORTHWEST OF AVALON STREET, AND EAST OF 28TH STREET (RUBIDOUX COMMERCE PARK)” which approvals are vested by the Development Agreement.

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

**Section 4. Development Agreement.**

(a) The Applicant is seeking approval of Development Agreement No. 19001, which agreement would provide: (i) the Applicant with assurance that development of the Project may proceed subject to the rules and regulations in effect at the time of Project approval, (ii) the City with assurance that certain obligations of the Applicant’s will be met.

(b) California Government Code Sections 65864-65869.5 (the “Development Agreement Act”) authorize the City to enter into a binding development agreement for the

development of real property within its jurisdiction with persons having legal or equitable interest in such real property.

(c) Section 65867 of the Development Agreement Act provides that a public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement shall be given as provided in Government Code Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

(d) Section 65867.5(b) of the Development Agreement Act provides that a development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

**Section 5. Findings for Approval of Development Agreement.** In approving Development Agreement No. 19001, the Jurupa Valley City Council hereby makes the following findings:

(a) The Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5 in that the Development Agreement specifies in detail and contains the following:

1) Provisions in Section 9 requiring periodic review at least every twelve months, at which time the Owner shall be required to demonstrate good faith compliance with the terms of the Development Agreement (California Government Code Section 65865.1).

2) Duration of the Development Agreement, as specified in Section 3.3 of the Agreement as being ten (10) years (Government Code Section 65865.2).

3) The permitted uses of the property, the density and intensity of use, the maximum height and size of the proposed buildings, and provisions for reservation or dedication of land for public purposes are set forth in Title 7, Subdivisions of the Jurupa Valley Municipal Code, and Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code which is part of the Project Approvals incorporated into the Development Agreement by Section 2.14 thereof and vested by the Development Agreement (Government Code Section 65865.2).

4) Terms and conditions in the Project Approvals and the Development Agreement, require the Developer to construct all necessary public improvements necessary to access and improve the Property for the proposed uses (Government Code Section 65865.2).

(b) Pursuant to Section 65867.5, the provisions of the Development Agreement are consistent with the City's General Plan, and each element thereof, as amended, and the following goals and policies, in that the Development Agreement incorporates by reference and vests the Project Approvals, as defined therein, including but not limited to the Tentative Parcel Map No. 37677:

1) The Development Agreement will obligate the Owner, as consideration for the Development Agreement, to make Community Benefit Contributions of an

estimated \$12,848,618 based on a 10 year projection (discounted at net present value), for: (1) the enhancement or construction of public facilities; (2) maintenance of infrastructure; (3) supplement public safety; (4) public improvements for the Belltown Neighborhood; (5) provide payments for a planning study for the Rubidoux Downtown Master Plan, that would establish goals, objectives, and policies designed to protect residential neighborhoods consistent with the General Plan; (6) convey to the City the land and existing building designated as “Building 5” on the Project site for One Dollar ; and (7) partner with a local non-profit organization, approved by the City Manager, to provide meals and food to the community.

2) The Project Approvals vested by the Development Agreement are consistent with the City’s General Plan, in that the proposed Project Approvals are intended to subdivide the Project site into five parcels to allow the construction of five industrial buildings. The subdivision will be consistent with the Land Use Objectives of the General Plan to strengthen the employment base, and promote a more balanced range of land uses that meets the needs and values of the wider community, and ensure that vacant land and resources are used wisely.

3) The Project Approvals vested by the Development Agreement are consistent with the following Land Use Element goal: LUE 2 Attract high quality commercial, office, and industrial areas offering a range of retail, service and employment uses that complement rather than compete with one another.

4) The design or improvement of the Project Approvals vested by the Development Agreement is consistent with the City’s General Plan in that the proposed subdivision would subdivide the project site into the 5 industrial building consistent with the Light Industrial land use designation to accommodate the land uses, preliminary grading and utilities plan, street improvements, and infrastructure improvements associated with the Project.

(b) Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council finds and determines that: (1) this Agreement provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within City; (ii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of City and its residents; (iii) adopting this Agreement is consistent with City’s General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of City’s police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

(c) Pursuant to Section 65867.5(c), a Development Agreement that includes a subdivision shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with the provisions of Government Code section 66473.7. Section 4.10 of the Development Agreement provides that the Project includes a subdivision as defined in Government Code Section 66473.7. Any tentative map prepared for the subdivision shall comply with Government Code Section 66473.7 by imposing a condition that sufficient water supply be available to service the residential subdivisions.

(d) The Project includes a subdivision as defined in Government Code Section 66473.7. Any tentative map prepared for the subdivision shall comply with Government Code Section 66473.7 by imposing a condition that sufficient water supply be available to service the residential subdivisions.

Section 6.     **Approval of Development Agreement.** The City Council of the City of Jurupa Valley hereby approves the Development Agreement between the City of Jurupa Valley and Proficiency Capital, LLC, in substantially the form submitted to the City Council and authorizes the Mayor to execute the Development Agreement on behalf of the City in substantially the form submitted to the City Council. Upon execution by all parties, an original shall be kept on file in the Office of the City Clerk. City Clerk is directed to record this Development Agreement in the Official Records of the County of Riverside within ten (10) days of the effective date of this Ordinance.

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 shall take effect thirty (30) days after its adoption.

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 18<sup>th</sup> day of January, 2024.

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Guillermo Silva  
Mayor

ATTEST:

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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. 2024-02 was regularly introduced at a regular meeting of the City Council held on the 21<sup>st</sup> day of December, 2023 and thereafter at a regular meeting held on the 18<sup>th</sup> day of January, 2024, 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 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Victoria Wasko, City Clerk  
City of Jurupa Valley

**ORDINANCE NO. 2024-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP FOR CHANGE OF ZONE NO. 21011 CONSISTING OF APPROXIMATELY 3.84 ACRES LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) CHANGING THE ZONING MAP FROM ONE FAMILY DWELLINGS (R-1) TO PLANNED UNIT DEVELOPMENT (PUD) (LAS PALMAS PROJECT)**

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

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

(a) RC Hobbs Company (the “RC Hobbs”) has applied for General Plan Amendment No. 21009, Change of Zone No. 21011, and Tentative Tract Map No. 37857, (Master Application No. 21272 or MA No. 21272) to permit the construction 36 single-family detached homes on a 3.84-acre site located north of 45th Street, between Opal Street and Pacific Avenue (the “Project”). Change of Zone No. 21011 is the subject matter of this ordinance. General Plan Amendment No. 21009 and Tentative Tract Map No. 37857 were considered by separate resolutions.

(b) The Project was processed, including but not limited to all public notices, in the time and manner prescribed by State and local law, including the California Environmental Quality Act, Public Resources Code 21000, et seq. and the California Environmental Quality Act Guidelines, 14 Cal. Code Regs 15000 et seq. (collectively referred to as “CEQA”).

(c) Pursuant to CEQA (Cal. Pub. Res. Code § 21000 et seq.) and the State CEQA 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 that 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.

(d) On November 8, 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 to address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing, and voted 3 to 1 (Penny Newman was absent) to recommend that the City Council approve the Project.

(e) On December 21, 2023, the City Council of the City of Jurupa Valley held a public hearing on the on the Project, at which time all persons interested in the Project had the opportunity to address the City Council on these matters. Following the receipt of public testimony, the City Council closed the public hearing.

(f) Following the public hearing, the City Council adopted Resolution No. 2023-104, entitled: “A RESOLUTION OF THE CITY COUNCIL OF JURUPA VALLEY ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM TO ALLOW FOR THE SUBDIVISION AND DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) (LAS PALMAS PROJECT).”

(g) Following the public hearing, the City Council also adopted Resolution No. 2023-108, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING (1) GENERAL PLAN AMENDMENT NO. 22003 TO CHANGE THE LAND USE DESIGNATION OF APN 160-050-005 FROM BUSINESS PARK (BP) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO VERY HIGH DENSITY RESIDENTIAL (VHDR), APN 160-050-029 FROM BP TO HIGH DENSITY RESIDENTIAL (HDR), APN 160-050-063 FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO HDR, APN 160-050-067 FROM BP AND MDR TO HDR AND MEDIUM HIGH DENSITY RESIDENTIAL (MHDR), AND APN 160-050-070 FROM BP AND MDR TO MHDR, HDR, HIGHEST DENSITY RESIDENTIAL (HHDR) AND OPEN SPACE RESIDENTIAL (OS-R) ON 153 ACRES LOCATED EAST OF INTERSTATE 15 (I-15), WEST OF PATS RANCH ROAD, SOUTH OF BELLEGRAVE AVENUE, AND NORTH OF LIMONITE AVENUE TO ALLOW THE CONSTRUCTION OF 1,576 RESIDENTIAL DWELLING UNITS (VERNOLA RANCH SPECIFIC PLAN PROJECT); AND (2) GENERAL PLAN AMENDMENT NO. 21009 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM MDR TO HDR ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) TO ALLOW FOR THE PROPOSED SMALL LOT SINGLE-FAMILY DETACHED DWELLINGS AT A DENSITY OF 9.3 DWELLINGS UNITS PER ACRE (LAS PALMAS PROJECT)” thereby approving General Plan Amendment No. 21009.

(h) Following the public hearing, the City Council also adopted Resolution No. 2023-105, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING TENTATIVE TRACT MAP NO. 37857 TO ALLOW FOR THE SUBDIVISION AND DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015, 182-190-016, AND 182-190-017) (LAS PALMAS PROJECT).”

## **Section 2.**            **Change of Zone.**

(a) RC Hobbs has initiated Change of Zone No. 21011 to rezone approximately 3.84 acres of real property located north of 45th Street between Opal Street and Pacific Avenue



(APN: 182-190-015, 182-190-016, and 182-190-017), changing the zoning map from One Family Dwellings (R-1) to Planned Unit Development Zone (PUD), as shown on Exhibit “A”.

(b) Pursuant to Jurupa Valley Municipal Code Section 9.238.080(1), the PUD zoning district may be approved only for a project that incorporates at least five of the following features:

1) Residential clustering that will provide for new neighborhoods combined with abundant open space.

2) Commercial development that provides products or services not currently available within the city.

3) Preservation of abundant natural open space.

4) The project will provide a substantial public amenity, for example, a significant public plaza, a public park, trails or a similar improved open space feature, including provisions for guaranteed long-term maintenance not at the expense of the city.

5) The project includes significant environmental benefits, such as preservation, enhancement and/or creation of a significant natural feature or open spaces with a minimum area of one-half (½) acre.

6) Additional public benefits and project amenities that advance the city's identified objectives and evolving visions as identified in the General Plan and Community Plans.

7) The project will achieve greater energy efficiency than standard developments through the incorporation of green building techniques, scoring at least a silver rating on the LEED or other equivalent rating system, or achieving a minimum of thirty (30) percent greater energy efficiency than the minimum required by California Code of Regulations Title 24.

8) The project provides for a significant saving of water usage over the life of the project.

9) Stormwater runoff controls.

(c) Pursuant to Jurupa Valley Municipal Code Section 9.238.080(2), prior to the approval of a zoning amendment to add the PUD designation to a property, the following findings shall be made, along with the general findings required for a zoning amendment set forth in Sections 9.285.010, 9.285.020 and 9.285.030:

1) The project is consistent with the General Plan and any applicable Specific and Community Plans;

2) The project complies with all applicable provisions of this chapter, except for those provisions modified by the PUD rezoning;

3) The approved modifications to the development standards of these Zoning Regulations are necessary and appropriate to accommodate the density and superior design of the proposed project;

4) The proposal would benefit the area surrounding the project to a greater degree than development allowed within the underlying zoning district(s), including improved pedestrian or transit access to jobs, goods and services;

5) The proposal would provide mixed land use and/or site design flexibilities while enhancing site or building aesthetics to achieve an overall, workable, higher quality of development than would otherwise be possible under conventional zoning standards;

6) The project is compatible in use, size and type of structure, relative amount of open space, traffic circulation and general layout, with adjoining land uses, mitigates environmental impacts and can be integrated into the neighborhood;

7) The project complies with all applicable City Design Guidelines and provides adequate access, parking, landscaping, trash areas and storage, as necessary;

8) The project does not create traffic congestion, noise, odor or other adverse effects on surrounding areas;

9) All affected public facilities, services and utilities are adequate to serve the proposed project; and

10) The establishment, maintenance or operation of the proposed project will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

(d) Section 9.285.010. of the Jurupa Valley Municipal Code provides that amendments to Title 9 of the Jurupa Valley Municipal Code must be made in accordance with the procedures set forth in Government Code Section 65800 *et seq.*, as now enacted or hereafter amended, and with the requirements of Title 9. Government Code Section 65853 provides that an amendment to a zoning ordinance, which amendment changes any property from one zone to another, shall be adopted in the manner set forth in Sections 65854 to 65857, inclusive.

(e) Government Code Section 65854 provides that the Planning Commission must hold a public hearing on the proposed amendment to a zoning ordinance, with notice of the hearing given pursuant to Government Code Section 65090 and, if the proposed amendment to a zoning ordinance affects the permitted uses of real property, also given pursuant to Government Code Section 65091.

(f) 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.

(g) 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.

(h) 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.

(i) Government Code Section 65857 provides that the legislative body may approve, modify, or disapprove the recommendation of the Planning Commission; provided that any modification of the proposed ordinance or amendment by the legislative body not previously considered by the Planning Commission during its hearing, must first be referred to the planning commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing thereon.

(j) Section 9.285.040.(5) of the Jurupa Valley Municipal Code provides that after closing the public hearing the City Council must render its decision within a reasonable time and may approve, modify, or disapprove the recommendation of the Planning Commission; provided, however, that any proposed modification of the Planning Commission's recommendation not previously considered by the Planning Commission must first be referred back to the Planning Commission for a report and recommendation.

**Section 3. Findings for Approval of Change of Zone.** In approving Change of Zone No. 21011, the City Council of the City of Jurupa Valley hereby finds and determines that:

(a) Pursuant to Jurupa Valley Municipal Code Section 9.238.080(1), a PUD zoning district may be approved only for a project that incorporates at least five of the following features:

1) The proposed project incorporates residential clustering through the inclusion of smaller lots ranging in size from 1,735 to 2,235 square feet combined with abundant open space in the form of public open space recreation area, and landscaped public space.

2) The proposed project provides substantial public amenities including a 17,101 square foot common recreation and open space area that incorporates barbeque areas, picnic tables, hot coal containers, patio covers, tot lot play area, basketball court, and raised vegetable boxes all to be maintained by the HOA for the site. The project includes significant environmental benefits, such as preservation, enhancement and/or creation of a significant natural feature or open spaces with a minimum area of one-half (½) acre.

3) The project enhances the City's vision by contributing to the desired small-town feel, active outdoor life, diversity, environmental justice, and health by providing a project that introduces a varied high quality housing type along with open space that meets the needs of a broader group of people with distinct lifestyles and income levels. The project provides a unique community that exhibits high quality design, architecture, and sense of place.

4) The project will achieve greater energy efficiency than standard developments through the incorporation of green building techniques, scoring at least a silver rating on the LEED or other equivalent rating on the LEED or other equivalent rating system, or achieving a minimum of thirty (30) percent greater energy efficiency than the minimum required by California Code of Regulations Title 24. The project is subject to the California Building Code which ensures that this project score at least a silver rating on the LEED or achieve a minimum of thirty (30) percent greater energy efficiency than the minimum required by Title 24.

5) The project provides for a significant saving of water usage over the life of the project. All landscape areas within the proposed project would include drought-tolerant trees and shrubs with a permanent irrigation system to minimize water use and runoff for the life of the project.

6) The proposed project provides for stormwater runoff controls through the preservation of natural open space, and the development of off-street concrete channels, gutters, and stormwater basins.

(b) Pursuant to Jurupa Valley Municipal Code Section 9.238.080(2), prior to the approval of a zoning amendment to add the PUD designation to a property, the following findings shall be made, along with the general findings required for a zoning amendment set forth in Sections 9.285.010, 9.285.020 and 9.285.030:

1) The project is consistent with the General Plan and any applicable Specific and Community Plans. The project is consistent with the General Plan in that the project site is proposed to be High Density Residential (HDR) that allows for up to fourteen (14) dwelling units per acre, and the project is proposing 9.3 dwelling units per acre;

2) The project complies with all applicable provisions of this chapter, except for those provisions modified by the PUD rezoning;

3) The approved modifications to the development standards of these Zoning Regulations are necessary and appropriate to accommodate the density and superior design of the proposed project. The proposed modifications to the development standards of the zoning regulations are necessary to accommodate the proposed density and superior design of the proposed project in that they allow for residential clustering, and additional recreational and open space;

4) The proposal would benefit the area surrounding the project to a greater degree than development allowed within the underlying zoning district(s), including improved pedestrian or transit access to jobs, goods and services. The proposed project would benefit the area surrounding the project site in that it would provide for new pedestrian and

vehicular connectivity, activate undeveloped parcels in the City, and create additional opportunities for recreation and healthy mobility;

5) The proposal would provide mixed land use and/or site design flexibilities while enhancing site or building aesthetics to achieve an overall, workable, higher quality of development than would otherwise be possible under conventional zoning standards. The proposed project would incorporate open play areas, playgrounds, basketball court, raised vegetable boxes, BBQ area, private street improvements, individual lot and streetscape landscaping, retention basins, and wall and fences to achieve a higher quality of development than would otherwise be possible under convention zoning standards;

6) The project is compatible in use, size and type of structure, relative amount of open space, traffic circulation and general layout, with adjoining land uses, mitigates environmental impacts and can be integrated into the neighborhood. The proposed project is compatible with the adjoining land use in that it provides residential uses to an existing residential corridor, provides a substantial amount of open space, and integrates a residential community within the existing neighborhood;

7) The project complies with all applicable City Design Guidelines and provides adequate access, parking, landscaping, trash areas and storage, as necessary. The proposed project complies with all applicable access, parking, landscaping, and trash pick-up requirements, as necessary:

8) The project does not create traffic congestion, noise, odor or other adverse effects on surrounding areas. The project does not create traffic congestion, noise, odor or other adverse effects on surrounding areas;

9) All affected public facilities, services and utilities are adequate to serve the proposed project. The required facilities, services, and utilities including sewer, water, and trash pick-up are adequate to serve the project; and

10) The establishment, maintenance or operation of the proposed project will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city. The proposed project will not be detrimental to the health, safety, and general welfare of current or future residents in that it is a low-intensity residential project compatible to the surrounding residential community and will activate an inactivated area of the City.

**Section 4. Approval of Change of Zone.** Based on the foregoing, the City Council of the City of Jurupa Valley hereby:

1) Approves Change of Zone No. 21011 changing the zone of 3.84 acres of real property located north of 45th Street between Opal Street and Pacific Avenue (APN: 182-190-015, 182-190-016, and 182-190-017) from One Family Dwellings (R-1) to Planned Unit Development (PUD), as shown on Exhibit “A”.

2) Directs the City Manager to revise the official City of Jurupa Valley Zoning Map to designate the Property as being in this new zone.

3) Determines that this Ordinance shall not go into effect unless General Plan Amendment No. 21009 is adopted by the City Council.

**Section 5.** Severability. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

**Section 6.** **Effect of Ordinance.** This Ordinance shall take effect thirty (30) days after its adoption.

**Section 7.** **Certification.** The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 18<sup>th</sup> day of January, 2024.

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Guillermo Silva  
Mayor

ATTEST:

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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. 2024-03 was regularly introduced at a regular meeting of the City Council held on the 21<sup>st</sup> day of December, 2023 and thereafter at a regular meeting held on the 18<sup>th</sup> day of January, 2024, 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 18<sup>th</sup> day of January, 2024.

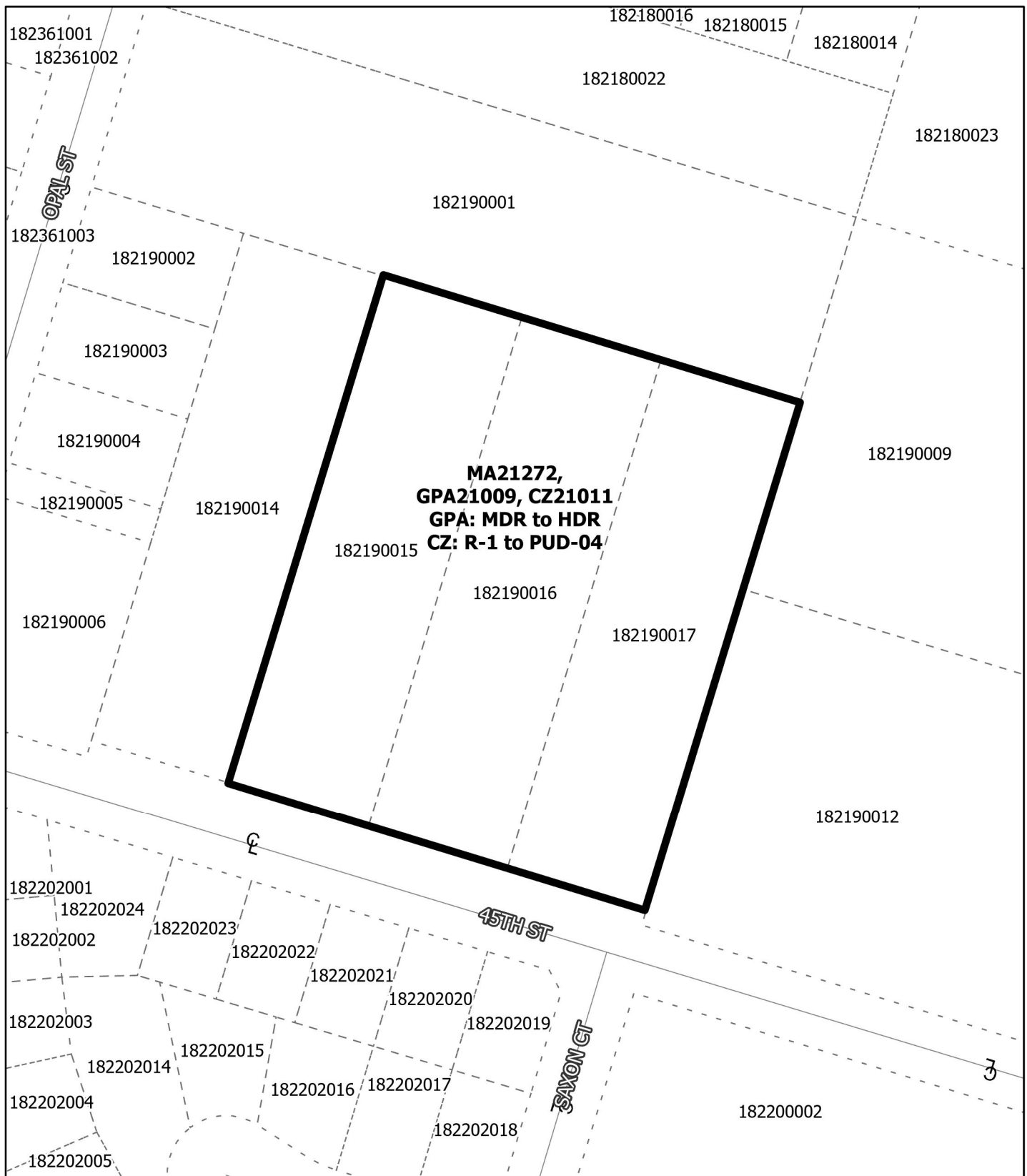
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Victoria Wasko, City Clerk  
City of Jurupa Valley

## **Exhibit A**

Change of Zone (CZ 21011)



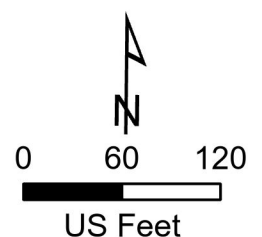


 PORTION OF PARCEL  
CZ AND GPA  
BOUNDARY

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

APN:  
182-190-015  
182-190-016  
182-190-017

MASTER APPLICATION NO.: 21272  
GENERAL PLAN AMENDMENT CASE NO.: 21009  
CHANGE OF ZONE NO.: 21011  
APPROVAL DATE: \_\_\_\_\_



**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 22002 TO CHANGE THE ZONE FROM ONE-(1) FAMILY DWELLINGS MEDIUM MANUFACTURING (R-1) AND INDUSTRIAL PARK (I-P) TO SPECIFIC PLAN (SP) ZONE TO PERMIT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

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

**Section 1. Project.** The Applicant has applied for General Plan Amendment No. 22003; Specific Plan No. 22001 establishing the Vernola Ranch Specific Plan to provide development standards and design guidelines for the Project area; Specific Plan Amendment No. 266A5 to remove Planning Areas 10, 13, 15, and 20 from the I-15 Corridor Specific Plan; Change of Zone No. 22002 to apply Specific Plan zoning; Development Agreement No. 22001; and Tentative Tract Map No. 38504 to implement the Vernola Ranch Specific Plan which consists of approximately 1,576 residential dwelling units (single-family, multi-family, townhomes, and other housing types), recreation areas, a network of trails and parks, internal street network, open space, landscaping, and street improvements, and an overlay for a potential school site located at the northeast portion of the Specific Plan Area (the “Project”). The 200.7-acre Project site includes the 153-acre Vernola Ranch Specific Plan area, 36 acres south of the Specific Plan Area, and approximately 11.7 acres of off-site street improvements on Limonite Avenue, Pats Ranch Road, and Bellegrave Avenue. The Specific Plan area consists of 153 acres, and the subdivision area 198.87 acres, located east of Interstate 15 (I-15), west of Pats Ranch Road, south of Bellegrave Avenue, and north of Limonite Avenue. This Ordinance addresses Change of Zone No. 22002. General Plan Amendment No. 22003 is addressed by separate resolution. Specific Plan No. 22001 establishing the Vernola Ranch Specific Plan, Specific Plan Amendment No. 266A5 to remove Planning Areas 10, 13, 15, and 20 from the I-15 Corridor Specific Plan, and Tentative Tract Map No. 38504 will be addressed by resolution. Development Agreement No. 22001 will be addressed by a separate ordinance.

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

(a) The application for MA No. 22153 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and local law, including the California Environmental Quality Act.

(b) On November 29, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 22135, 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 voted 4 to 1 to approve the Project, and directed staff to prepare a resolution of approval.

(c) On December 21, 2023, the City Council of the City of Jurupa held a public hearing on MA No. 22135, 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) Pursuant to the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code § 21000 *et seq.*) and the State CEQA 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 an Environmental Impact Report (“EIR”) should be prepared. An EIR was prepared (SCH # 2022120318) for the Project. Change of Zone No. 22002 was included in the Project Description for the EIR and its impacts analyzed therein.

(e) On December 21, 2023, the City Council of the City of Jurupa Valley considered the proposed Project including Change of Zone No. 22002, and the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, at a duly noticed and conducted public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations prior to prior to adopting this Resolution.

(f) Following the public hearing, the City Council adopted Resolution No. 2023-106, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS, INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN).”

(g) Following the public hearing, the City Council adopted Resolution No. 2023-108, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA

VALLEY APPROVING (1) GENERAL PLAN AMENDMENT NO. 22003 TO CHANGE THE LAND USE DESIGNATION OF APN 160-050-005 FROM BUSINESS PARK (BP) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO VERY HIGH DENSITY RESIDENTIAL (VHDR), APN 160-050-029 FROM BP TO HIGH DENSITY RESIDENTIAL (HDR), APN 160-050-063 FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO HDR, APN 160-050-067 FROM BP AND MDR TO HDR AND MEDIUM HIGH DENSITY RESIDENTIAL (MHDR), AND APN 160-050-070 FROM BP AND MDR TO MHDR, HDR, HIGHEST DENSITY RESIDENTIAL (HHDR) AND OPEN SPACE RESIDENTIAL (OS-R) ON 153 ACRES LOCATED EAST OF INTERSTATE 15 (I-15), WEST OF PATS RANCH ROAD, SOUTH OF BELLEGRAVE AVENUE, AND NORTH OF LIMONITE AVENUE TO ALLOW THE CONSTRUCTION OF 1,576 RESIDENTIAL DWELLING UNITS (VERNOLA RANCH SPECIFIC PLAN PROJECT); AND (2) GENERAL PLAN AMENDMENT NO. 21009 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM MDR TO HDR ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015) TO ALLOW FOR THE DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES (LAS PALMAS PROJECT).”

(h) Following the public hearing, the City Council adopted Resolution No. 2023-107, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING SPECIFIC PLAN NO. 22001, SPECIFIC PLAN AMENDMENT NO. 266A5, AND TENTATIVE TRACT MAP NO. 38504 TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS, INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN).”

(i) Following the public hearing, the City Council adopted Ordinance No. 2024-05, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING DEVELOPMENT AGREEMENT NO. 22001 (DA 22001) BETWEEN THE CITY AND MCCUNE & ASSOCIATES TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT).”

(j) Custodian of Records. The City Clerk of the City of Jurupa Valley is the custodian of records, and the documents and other materials that constitute the record of proceedings upon which this decision is based are located at the Office of the City Clerk, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, California, 92509.

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

Section 3.      **Change of Zone.**

(a)      The Applicant is seeking approval of Change of Zone No. 22002 to rezone as follows:

1)      APNs 160-050-063, 160-050-067, 160-050-072, 160-050-068, and 1600-050-070 from One (1) Family Dwellings (R-1) to Specific Plan (SP) as depicted in Exhibit “A.”

2)      APNs 160-050-074, 160-050-005, and 160-050-023 from One (1) Family Dwellings (R-1), Industrial Park (I-P) and Scenic Highway Commercial (C-P-S) to Specific Plan (SP) 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 9.285.020.(C) of the Jurupa Valley Municipal Code states that an application of the change of zone shall not be set for a public hearing unless: (1) all procedures required by the Jurupa Valley Rules Implementing the California Environmental Quality Act (Pub. Resources Code Section 21000 et seq.) to hear a matter have been completed, and (2) the requested change of zone is consistent with the Jurupa Valley General Plan.

(d)      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.

(e)      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.

(f)      Section 9.285.040.(5) provides that after closing the public hearing the City Council shall render its decision within a reasonable time and may approve, modify, or disapprove the recommendation of the Planning Commission.

Section 4.      **Findings for Approval of Change of Zone.** In approving Change of Zone No. 22002, the City Council of the City of Jurupa Valley finds and determines that:

(a)      Change of Zone No. 22002 should be approved because it will create consistency with the General Plan and Specific Plan. Change of Zone No. 22002 will change the

zoning of APNs 160-050-063, 160-050-067, 160-050-072, 160-050-068, and 1600-050-070 from One (1) Family Dwellings (R-1) to Specific Plan (SP) and of APNs 160-050-074, 160-050-005, and 160-050-023 from One (1) Family Dwellings (R-1), Industrial Park (I-P) and Scenic Highway Commercial (C-P-S) to Specific Plan (SP), as shown on Exhibit “A.” This will create consistency with the General Plan and Specific Plan as the Vernola Ranch Specific Plan will govern these parcels.

**Section 5. Approval of Change of Zone No. 22002.** The City Council of the City of Jurupa Valley hereby:

(a) Approves Change of Zone No. 22002 to rezone APNs 160-050-063, 160-050-067, 160-050-072, 160-050-068, and 1600-050-070 from One (1) Family Dwellings (R-1) to Specific Plan (SP) and of APNs 160-050-074, 160-050-005, and 160-050-023 from One (1) Family Dwellings (R-1), Industrial Park (I-P) and Scenic Highway Commercial (C-P-S) to Specific Plan (SP), as shown on Exhibit “A.”

(b) The City Council’s approval of Change of Zone No. 22002 shall not be effective until the effective date of the ordinance adopting Development Agreement No. 22001, and shall only take effect if General Plan Amendment No. 22003, Specific Plan No. 22001, Specific Plan Amendment No. 266A5, and Tentative Tract Map No. 38504 are adopted by the City Council.

**Section 6. 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 7. Effect of Ordinance.** This Ordinance shall take effect thirty (30) days after its adoption.

**Section 8. 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.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 18<sup>th</sup> day of January, 2024.

---

Guillermo Silva  
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. 2024-04 was regularly introduced at a regular meeting of the City Council held on the 21<sup>st</sup> day of December, 2023 and thereafter at a regular meeting held on the 18<sup>th</sup> day of January, 2024, 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 18<sup>th</sup> day of January, 2024.

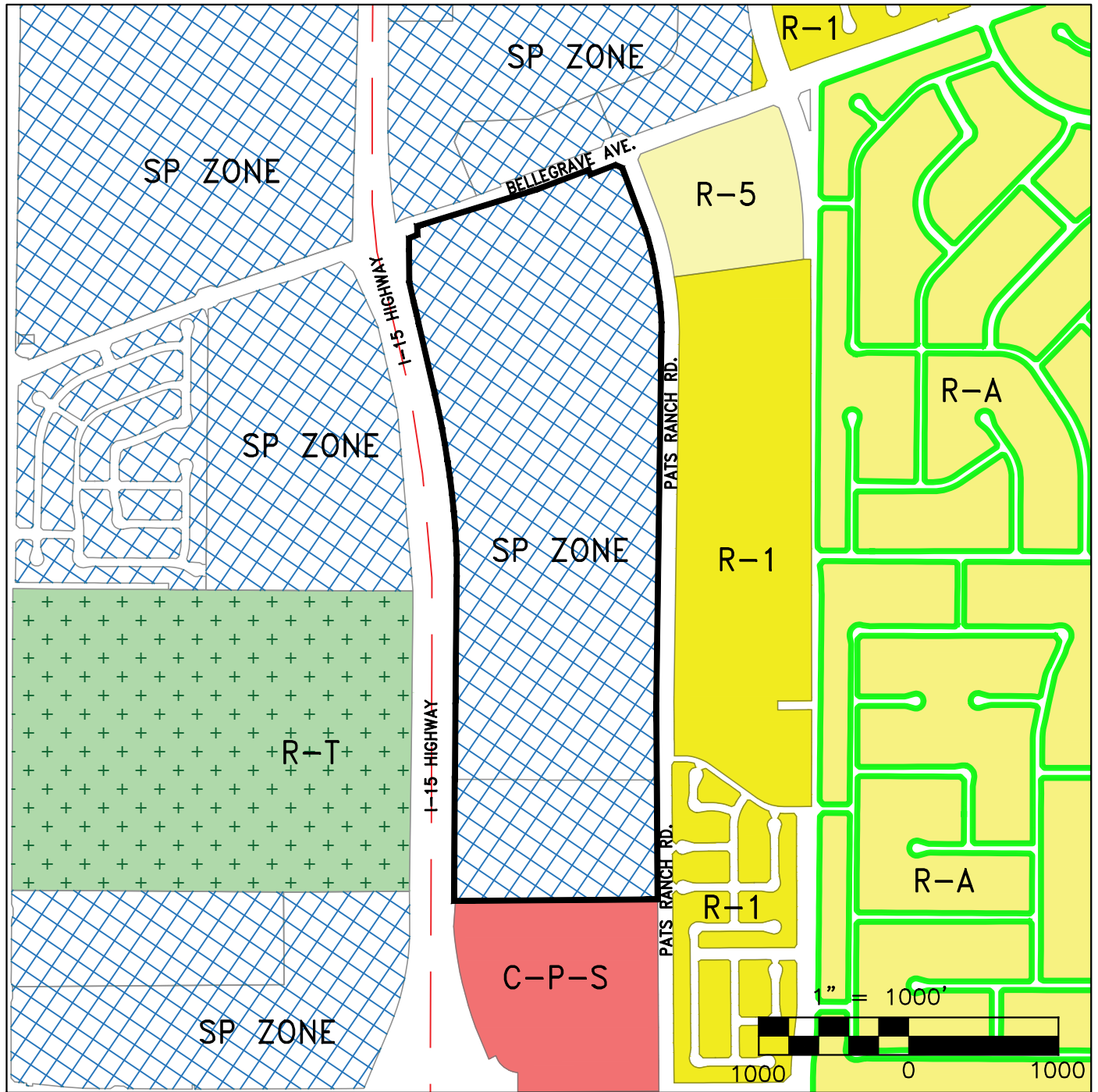
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Victoria Wasko, City Clerk  
City of Jurupa Valley



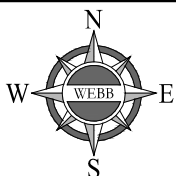
Exhibit A

Change of Zone Exhibit



# **LEGEND**

|  |   |  |                                 |
|--|---|--|---------------------------------|
|  | PROJECT BOUNDARY                                      |  | CITY BOUNDARY                   |
|  | R-1 ONE-FAMILY DWELLINGS                              |  | C-P-S SCENIC HIGHWAY COMMERCIAL |
|  | R-A RESIDENTIAL AGRICULTURAL                          |  | SP SPECIFIC PLAN                |
|  | R-5 OPEN AREA COMBINING ZONE-RESIDENTIAL DEVELOPMENTS |  |                                 |
|  | R-T MOBILE HOME SUBDIVISION AND MOBILE HOME PARK      |  |                                 |



## **CHANGE OF ZONE EXHIBIT #22002**

ALBERT A.  
**WEBB**  
 ASSOCIATES

ENGINEERING CONSULTANTS  
 3788 McCRA Y STREET  
 RIVERSIDE CA. 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

|           |             |
|-----------|-------------|
| DESIGNED: | JS          |
| CHECKED:  | FH          |
| DATE:     | 2023-02-01  |
| SCALE:    | 1" = 1,000' |

**ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING DEVELOPMENT AGREEMENT NO. 22001 (DA 22001) BETWEEN THE CITY AND MCCUNE & ASSOCIATES TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT)**

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

**Section 1.**     **Project.** The Applicant has applied for General Plan Amendment No. 22003; Specific Plan No. 22001 establishing the Vernola Ranch Specific Plan to provide development standards and design guidelines for the Project area; Specific Plan Amendment No. 266A5 to remove Planning Areas 10, 13, 15, and 20 from the I-15 Corridor Specific Plan; Change of Zone No. 22002 to apply Specific Plan zoning; Development Agreement No. 22001; and Tentative Tract Map No. 38504 to implement the Vernola Ranch Specific Plan which consists of approximately 1,576 residential dwelling units (single-family, multi-family, townhomes, and other housing types), recreation areas, a network of trails and parks, internal street network, open space, landscaping, and street improvements, and an overlay for a potential school site located at the northeast portion of the Specific Plan Area (the “Project”). The 200.7-acre Project site includes the 153-acre Vernola Ranch Specific Plan area, 36 acres south of the Specific Plan Area, and approximately 11.7 acres of off-site street improvements on Limonite Avenue, Pats Ranch Road, and Bellegrave Avenue. This Ordinance addresses Development Agreement No. 22001. General Plan Amendment No. 22003 is addressed by separate resolution. Specific Plan No. 22001 establishing the Vernola Ranch Specific Plan, Specific Plan Amendment No. 266A5 to remove Planning Areas 10, 13, 15, and 20 from the I-15 Corridor Specific Plan, and Tentative Tract Map No. 38504 will be addressed by resolution. Change of Zone No. 22002 will be addressed by a separate ordinance.

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

(a)     The application for MA No. 22153 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and local law, including the California Environmental Quality Act.

(b) On November 29, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 22135, 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 voted 4 to 1 to approve the Project, and directed staff to prepare a resolution of approval.

(c) On December 21, 2023, the City Council of the City of Jurupa held a public hearing on MA No. 22135, 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) Pursuant to the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code § 21000 *et seq.*) and the State CEQA 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 an Environmental Impact Report (“EIR”) should be prepared. An EIR was prepared (SCH # 2022120318) for the Project. Specific Plan No. 22001, Specific Plan Amendment No. 266A5, and Tentative Tract Map No. 38504 were included in the Project Description for the EIR and their impacts analyzed therein.

(e) On December 21, 2023, the City Council of the City of Jurupa Valley considered the proposed Project including Specific Plan No. 22001, Specific Plan Amendment No. 266A5, and Tentative Tract Map No. 38504, and the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, at a duly noticed and conducted public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, the EIR, Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations prior to adopting this Resolution.

(f) Following the public hearing, the City Council adopted Resolution No. 2023-106, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS, INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN).”

(g) Following the public hearing, the City Council adopted Resolution No. 2023-108, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING (1) GENERAL PLAN AMENDMENT NO. 22003 TO CHANGE THE LAND USE DESIGNATION OF APN 160-050-005 FROM BUSINESS PARK (BP) AND

MEDIUM DENSITY RESIDENTIAL (MDR) TO VERY HIGH DENSITY RESIDENTIAL (VHDR), APN 160-050-029 FROM BP TO HIGH DENSITY RESIDENTIAL (HDR), APN 160-050-063 FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO HDR, APN 160-050-067 FROM BP AND MDR TO HDR AND MEDIUM HIGH DENSITY RESIDENTIAL (MHDR), AND APN 160-050-070 FROM BP AND MDR TO MHDR, HDR, HIGHEST DENSITY RESIDENTIAL (HHDR) AND OPEN SPACE RESIDENTIAL (OS-R) ON 153 ACRES LOCATED EAST OF INTERSTATE 15 (I-15), WEST OF PATS RANCH ROAD, SOUTH OF BELLEGRAVE AVENUE, AND NORTH OF LIMONITE AVENUE TO ALLOW THE CONSTRUCTION OF 1,576 RESIDENTIAL DWELLING UNITS (VERNOLA RANCH SPECIFIC PLAN PROJECT); AND (2) GENERAL PLAN AMENDMENT NO. 21009 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM MDR TO HDR ON A 3.84-ACRE SITE LOCATED NORTH OF 45TH STREET, BETWEEN OPAL STREET AND PACIFIC AVENUE (APN: 182-190-015) TO ALLOW FOR THE DEVELOPMENT OF 36 SINGLE-FAMILY DETACHED HOMES (LAS PALMAS PROJECT).”

(h) Following the public hearing, the City Council adopted Resolution No. 2023-107, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING SPECIFIC PLAN NO. 22001, SPECIFIC PLAN AMENDMENT NO. 266A5, AND TENTATIVE TRACT MAP NO. 38504 TO IMPLEMENT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS, INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGRAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN).”

(i) Following the public hearing, the City Council introduced and conducted a first reading of Ordinance No. 2024-04, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING CHANGE OF ZONE NO. 22002 TO CHANGE THE ZONE FROM ONE-(1) FAMILY DWELLINGS MEDIUM MANUFACTURING (R-1) AND INDUSTRIAL PARK (I-P) TO SPECIFIC PLAN (SP) ZONE TO PERMIT THE VERNOLA RANCH SPECIFIC PLAN WHICH PROVIDES FOR THE DEVELOPMENT OF APPROXIMATELY 1,576 RESIDENTIAL DWELLING UNITS, RECREATION AREAS, TRAIL AND PARK NETWORKS, OPEN SPACE, LANDSCAPING AND STREET IMPROVEMENTS INCLUDING AN OVERLAY FOR A POTENTIAL SCHOOL SITE, ON AN APPROXIMATELY 153-ACRE SITE GENERALLY BOUNDED BY I-15 FREEWAY TO THE WEST, PATS RANCH ROAD TO THE EAST, AND BELLEGAVE TO THE NORTH (VERNOLA RANCH SPECIFIC PLAN PROJECT).”

(j) Custodian of Records. The City Clerk of the City of Jurupa Valley is the custodian of records, and the documents and other materials that constitute the record of proceedings upon which this decision is based are located at the Office of the City Clerk, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, California, 92509.

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

**Section 3. Development Agreement.**

(a) The Applicant is seeking approval of Development Agreement No. 22001, which agreement would provide: (i) the Applicant with assurance that development of the Project may proceed subject to the rules and regulations in effect at the time of Project approval, (ii) the City with assurance that certain obligations of the Applicant's will be met. A copy of the Development Agreement is attached as Exhibit "A".

(b) California Government Code Sections 65864-65869.5 (the "Development Agreements Act") authorize the City to enter into a binding development agreement for the development of real property within its jurisdiction with persons having legal or equitable interest in such real property.

(c) Section 65867 of the Development Agreements Act provides that a public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement shall be given as provided in Government Code Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

(d) Section 65867.5(b) of the Development Agreements Act provides that a development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan. Section 65867.5(c) also provides that a Development Agreement that includes a subdivision as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with Section 66473.7.

**Section 4. Findings for Approval of Development Agreement.** In approving Development Agreement No. 22001, the Jurupa Valley City Council hereby makes the following findings:

(a) The Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5 in that the Development Agreement specifies in detail and contains the following:

1) Provisions in Section 9 requiring periodic review at least every twelve months, at which time the Owner shall be required to demonstrate good faith compliance with the terms of the Development Agreement (California Government Code Section 65865.1).

2) Duration of the Development Agreement, as specified in Section 3.3 of the Agreement as being twenty (20) years (Government Code Section 65865.2).

3) The permitted uses of the property, the density and intensity of use, the maximum height and size of the proposed buildings, and provisions for reservation or dedication of land for public purposes are set forth in Title 7, Subdivisions of the Jurupa Valley Municipal Code, and Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code which is part of the Project Approvals incorporated into the Development Agreement by Section 2.19 thereof and vested by the Development Agreement (Government Code Section 65865.2).

4) Terms and conditions in the Project Approvals and the Development Agreement, require the Developer to construct all necessary public improvements necessary to access and improve the Property for the proposed uses (Government Code Section 65865.2).

(b) Pursuant to Section 65867.5, the provisions of the Development Agreement are consistent with the City's General Plan, and each element thereof, as amended, and the following goals and policies, in that the Development Agreement incorporates by reference and vests the Project Approvals, as defined therein, including but not limited to the Tentative Parcel Map No. 38504:

1) The Development Agreement will obligate the Owner, as consideration for the Development Agreement, to make Community Benefit Contributions of an estimated \$22,593,626 based on a 20-year projection (discounted at net present value), for: (1) general municipal services, (2) public safety, and (3) construction of public facilities.

2) The Project Approvals vested by the Development Agreement are consistent with the City's General Plan, as amended, in that it allows for the development of up to 1,576 residential dwelling units at the density ranges allowed under the General Plan. Specifically, the development of the residential unit is consistent with the following General Plan goals and policies:

a) LUE 1 Encourages attractive, safe, and well-maintained residential neighborhoods that offer a range of high quality housing opportunities that "fit" the community in which they are located

b) LUE 2.1 Residential Development. Accommodate the development of single-family and multi-family residential units in areas appropriately designated by the General Plan, specific plans, the Equestrian Lifestyle Protection Overlay, and community and town center plans land use maps.

c) LUE 2.2 Higher Density Residential. Accommodate higher density residential development in walkable, pedestrian-oriented areas near major transportation corridors, concentrated employment areas, and community and town centers, and promote the development of high quality apartments and condominiums that will encourage local investment and pride of ownership.

d) LUE 2.3 Infrastructure. Ensure that circulation facilities, water resources, sewer and storm drainage facilities, and other utilities available or provided by the developer are adequate to meet the demands of a proposed residential land use in addition to those services and resources required to serve existing residents and businesses.

e) LUE 2.3 Infrastructure. Ensure that circulation facilities, water resources, sewer and storm drainage facilities, and other utilities available or provided by the developer are adequate to meet the demands of a proposed residential land use in addition to those services and resources required to serve existing residents and businesses.

f) LUE 2.5 Connectivity. Integrate residential development with a continuous network of parks, open space, public areas, bicycle trails, equestrian trails, public transit routes, and pedestrian paths to connect neighborhoods and communities with key nodes. Key nodes include parks and recreation facilities, schools, town and neighborhood centers, and other in-city communities and surrounding cities and points of interest.

g) Buffering. Require setbacks and other design elements to buffer residential units from the impacts of abutting agricultural, roadway, commercial, and industrial uses, to the maximum extent possible.

(c) Development Agreement No. 22001 is consistent with Specific Plan No. 22001 in that:

1) Development Agreement No. 22001 establishes a mechanism for the construction of infrastructure and other public improvements identified in the Specific Plan.

2) The Development Agreement No. 22001 assures that the City will receive certain benefits and improvements that were established to implement goals and objectives of the Specific Plan No. 22001.

(d) Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council finds and determines that: (1) this Agreement provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within City; (ii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of City and its residents; (iii) adopting this Agreement is consistent with City's General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of City's police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

(e) Pursuant to Section 65867.5(c), a Development Agreement that includes a subdivision shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with the provisions of Government Code section 66473.7. Section 4.11 of the Development Agreement provides that the Project includes a subdivision as defined in Government Code Section 66473.7. Any tentative map prepared for the subdivision shall comply with Government Code Section 66473.7 by imposing a condition that sufficient water supply be available to service the residential subdivisions. The Project includes a subdivision as defined in Government Code Section 66473.7. Any tentative map prepared for the subdivision shall comply with Government Code Section 66473.7 by imposing a condition that sufficient water supply be available to service the residential subdivisions.

**Section 5. Approval of Development Agreement.** The City Council of the City of Jurupa Valley hereby:

(a) Approves the Development Agreement between the City of Jurupa Valley and McCune & Associates, in the substantially the same form submitted to the City Council as Exhibit "A" and authorizes the Mayor to execute the Development Agreement on behalf of the



City. Upon execution by all parties, an original copy shall be kept on file in the City Clerk's Office. City Clerk is directed to record this Development Agreement in the Official Records of the County of Riverside within ten (10) days of the effective date of this Ordinance

(b) The City Council's approval of Development Agreement No. 22001 shall not be effective until the effective date of the ordinance adopting Change of Zone No. 22002, and shall only take effect if General Plan Amendment No. 22003, Specific Plan No. 22001, Specific Plan Amendment No. 266A5, and Tentative Tract Map No. 38504 are adopted by the City Council.

Section 6.     **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 7.     **Effect of Ordinance.** This Ordinance shall take effect thirty (30) days after its adoption.

Section 8.     **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 9.     **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 18<sup>th</sup> day of January, 2024.

---

Guillermo Silva  
Mayor

ATTEST:

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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. 2024-05 was regularly introduced at a regular meeting of the City Council held on the 21<sup>st</sup> day of December, 2023 and thereafter at a regular meeting held on the 18<sup>th</sup> day of January, 2024, 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 18<sup>th</sup> day of January, 2024.

---

Victoria Wasko, City Clerk  
City of Jurupa Valley

Exhibit A

Development Agreement No. 22001

Draft: December 17, 2023

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509

Attn: City Clerk

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Exempt from recording fees pursuant to Govt. Code Section 27383

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(Space above for recorder's use)

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF JURUPA VALLEY**

**AND**

**PATRICK VERNOLA, TRUSTEE OF THE CHRIS MCCABE TRUST CREATED BY  
THE ANTHONY P. VERNOLA TRUST U/D/T/ DATED OCTOBER 18, 2000,  
BELLATERA INVESTMENTS PA 13, LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY; BOOMER INVESTMENTS PA 13, LLC, A DELAWARE LIMITED  
LIABILITY COMPANY; AND SHELLINA INVESTMENTS PA 13, A CALIFORNIA  
LIMITED LIABILITY COMPANY; SKY COUNTRY INVESTMENT CO./EAST, LLC;  
AND PATRICK VERNOLA, TRUSTEE OF THE ANTHONY P. VERNOLA TRUST**

**UNDER TRUST AGREEMENT DATED OCTOBER 18, 2000, AND PATRICK  
VERNOLA, SUCCESSOR TRUSTEE OF THE PAT AND MARY ANN VERNOLA  
TRUST – MARITAL TRUST**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into and dated as of December 21, 2023, by and between the CITY OF JURUPA VALLEY, a California municipal corporation and general law city existing under the Constitution of the State of the California (“City”), and ” PATRICK VERNOLA, TRUSTEE OF THE CHRIS MCCABE TRUST CREATED BY THE ANTHONY P. VERNOLA TRUST U/D/T/ DATED OCTOBER 18, 2000, BELLATERA INVESTMENTS PA 13, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; BOOMER INVESTMENTS PA 13, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND SHELLINA INVESTMENTS PA 13, A CALIFORNIA LIMITED LIABILITY COMPANY; SKY COUNTRY INVESTMENT CO./EAST, LLC; AND PATRICK VERNOLA, TRUSTEE OF THE ANTHONY P. VERNOLA TRUST UNDER TRUST AGREEMENT DATED OCTOBER 18, 2000, AND PATRICK VERNOLA, SUCCESSOR TRUSTEE OF THE PAT AND MARY ANN VERNOLA TRUST – MARITAL TRUST (collectively, Owner”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code (the “Development Agreement Legislation”) and Article XI, Section 2 of the California Constitution. City and Owner are occasionally referred to in this Agreement collectively as the “Parties.” Pursuant to the authority contained in the Development Agreement Legislation, as it applies to the City, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the recitals set forth in Section 1, the mutual covenants set forth in this Agreement, and for the further consideration described in this Agreement, the Parties agree as follows:

**1. RECITALS.** This Agreement is made for the following purposes and with respect to the following facts, which the Parties agree are true and correct:

1.1 The Development Agreement Legislation authorizes City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property for the following purposes:

1.1.1 Ensuring high quality development in accordance with comprehensive plans;

1.1.2 Reducing uncertainty in the development approval process that might otherwise result in a waste of resources, discourage investment, and escalate the cost of development to the consumer;

1.1.3 Strengthening City’s comprehensive planning process to provide for the most efficient use of public and private resources by encouraging private participation in the comprehensive planning process;

1.1.4 Assuring owners of land that upon approval, they may proceed with their development projects in accordance with defined policies, rules, regulations, and conditions of approval; and

1.1.5 Providing for the financing and/or construction of necessary public facilities and services.

1.2 The property that is the subject of this Agreement is approximately 200.7 acres in size, is generally located east of Interstate 15 (I-15), west of Pats Ranch Road, south of Bellegrave Avenue, and north of Limonite Avenue and is described on Exhibit “A” and depicted on Exhibit “B” attached hereto (the “Property”).

1.3 The Property is subject to the Project Approvals and Applicable Regulations defined in Sections 2.19 and 2.2, respectively, of this Agreement.

1.4 In addition to the general purposes stated above, the following are among the considerations supporting this Agreement:

1.4.1 This Agreement will provide for both Parties: (a) a high quality development on the Property subject to this Agreement; (b) certainty in the type of development to be undertaken on the Property; and (c) the assurance of adequate public facilities and services to ensure the good of the community regardless of City’s legal authority to impose such requirements under constitutional or statutory authority.

1.4.2 For City, this Agreement serves to provide for: (a) employment growth anticipated to result from the Development of the Property, both during construction and use; (b) an increase in tax revenues anticipated to result from the Development of the Property; (c) a stimulant to economic growth in the community surrounding the Property; and (d) the achievement of the goals and directives of its General Plan.

1.4.3 The development of new commercial buildings, associated office space and residential uses is an integral part of Owner’s development plans for the Property. Such facilities are expected to bring employment and increased tax revenue for City.

1.5 The Parties desire to enter into a binding agreement for purposes of: (i) identifying the terms, conditions, and regulations for the Development of the Property; (ii) identifying Owner’s obligations to make certain Community Benefit Contribution, as defined in Section 2.10, and design, construct and install Public Improvements, on the terms and conditions set forth in this Agreement.

1.6 Owner desires to develop the Property in accordance with the provisions of this Agreement, the Applicable Regulations, and the regulations of those other agencies exercising jurisdiction over the Property.

1.7 Owner has applied for, and City has approved, this Agreement in order to create beneficial development of the Property and a physical environment that will conform to and complement City’s goals, create development sensitive to human needs and values, facilitate

efficient traffic circulation, and otherwise provide for the Development of the Property in accordance with City's best interests.

1.8 The City Council has determined that this Agreement is consistent with City's General Plan and each element thereof, including, without limitation, the goals and objectives thereof.

1.9 The following actions have been taken with respect to this Agreement and the Development:

1.9.1 On November 29, 2023, following a duly noticed and conducted public hearing, the Planning Commission recommended that the City Council approve this Agreement and the Development.

1.9.2 On December 21, 2023, after a duly noticed public hearing, the City Council adopted the following Resolutions approving certain land use entitlements for the Development: (1) Resolution No. 2023-\_\_\_\_, Certifying the Environmental Impact Report, and (2) Resolution No. 2023-\_\_\_\_, approving General Plan Amendment No. 22003 (GPA No. 22003), and (3) Resolution No. 2023-\_\_\_\_\_ approving Specific Plan SP 22001 and amendment to Specific Plan No. 266 and Tentative Tract Map (TTM) No. 38504, copies of which are on file in the City Clerk's Office at City Hall. The Resolutions contain findings pertaining thereto, including those relating to the CEQA documentation for the Development.

1.9.3 On December 21, 2023, following a duly noticed public hearing, the City Council introduced Ordinance No. 2023-\_\_\_\_ and on January 18, 2024, held the second reading and adopted Ordinance No. 2023-\_\_\_\_, approving Zone Change (ZC) No. \_\_\_\_\_, a copy of which is on file in the City Clerk's Office at City Hall, which Ordinance includes the findings pertaining thereto, including those relating to the CEQA documentation for the Development and this Zone Change's consistency with City's General Plan and each element thereof and any specific plans relating to the Property.

1.9.4 On \_\_\_\_\_, 2023, following a duly noticed public hearing, the City Council introduced Ordinance No. 2023-\_\_\_\_ and on \_\_\_\_\_, 2023, held the second reading and adopted Ordinance No. 2023-\_\_\_\_, approving this Agreement, a copy of which is on file in the City Clerk's Office at City Hall, which Ordinance includes the findings pertaining thereto, including those relating to the CEQA documentation for the Development and this Agreement's consistency with City's General Plan and each element thereof and any specific plans relating to the Property.

1.10 All actions taken by City have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

1.11 City has engaged in extensive studies and review of the potential impacts of the Development, as well as the various potential benefits to City by the Development, and has concluded that the Development is in City's best interests. In consideration of the Public Improvements to be provided by Owner to City, and in order to strengthen the planning process for the Property and to reduce the economic costs of Development of the Property, City intends



to give Owner assurance that Owner can proceed with the Development of the Property in accordance with the Project Approvals and the City's Applicable Regulations. In reliance on City's covenants in this Agreement concerning the Development of the Property, Owner has and will in the future incur substantial costs in site preparation and construction of infrastructure and facilities in order to develop the Property.

1.12 Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council has found and determined that: (i) this Agreement implements the goals and policies of City's General Plan, including each element thereof; (ii) provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within City; (iii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of City and its residents; (iv) adopting this Agreement is consistent with City's General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of City's police power; and (v) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

**2. DEFINITIONS.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in this Agreement. The defined terms include the following:

2.1 "Agreement" means this Development Agreement.

2.2 "Applicable Regulations" is defined in Section 4.1.3 of this Agreement.

2.3 "Authorizing Ordinance" means Ordinance No. 2023-\_\_\_ adopted by City on January 18, 2024 approving this Agreement.

2.4 "Cell Tower Property" is defined in Section 6.7 of this Agreement.

2.5 "CEQA" means the California Environmental Quality Act (Cal. Pub. Resources Code, § 21000 *et seq.*)

2.6 "City" means the City of Jurupa Valley, a California general law city and municipal corporation, duly organized and existing under the Constitution and laws of the State of California, and all of its officials, employees, agencies, and departments.

2.7 "City Council" means the City Council of City.

2.8 "City Manager" means the City Manager of City.

2.9 "Commercial Property" means property in Planning Areas 11 and 12 of Specific Plan 266 ("SP 266"), which are Lots 28 & 29 of Tract Map 38504, as now exists or may hereafter be amended pursuant to Section 6.6.

2.10 "Community Benefit Contribution" or "CBC" means the payments described in Section 5.6 of this Agreement.

2.11 “*Development*” means the improvement of the Property for the purposes consistent with this Agreement and the Project Approvals, including, without limitation, demolition, remediation, grading, the construction of infrastructure and public facilities related to the on-site improvements, the construction of structures and buildings, and the installation of landscaping subject to the Project Approvals.

2.12 “*Development Agreement Legislation*” means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

2.13 “*Effective Date*” means the date that this Agreement becomes effective in accordance with Section 3.2 of this Agreement.

2.14 “*End User*” means the owner of a lot on the Property where: (i) the lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and the lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and (ii) a certificate of occupancy has been issued for a building on such lot. Notwithstanding the foregoing, the obligations of Sections 5.6.2, 5.6.3, 5.7, and 6 of this Agreement shall survive termination as to such End Users.

2.15 “*MSHCP*” means the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan and related amendments and approvals associated therewith.

2.16 “*Multi-Family Residential Units--Medium Density*” means attached or detached residential units that are on a parcel in which the density is more than eight (8) units per acre and less than twenty three (23) units per acre as designated in the Project Approvals.

2.17 “*Multi-Family Residential Units--High Density*” means attached or detached residential units that are on a parcel in which the density is twenty three (23) units or more per acre as designated in the Project Approvals.

2.18 “*Owner*” means Patrick Vernola, Trustee Of The Chris McCabe Trust Created By The Anthony P. Vernola Trust U/D/T/ Dated October 18, 2000, Bellatera Investments PA 13, LLC, A California Limited Liability Company; Boomer Investments Pa 13, LLC, a Delaware Limited Liability Company; and Shellina Investments PA 13, A California Limited Liability Company; Sky Country Investment Co./East, LLC; and Patrick Vernola, Trustee of The Anthony P. Vernola Trust Under Trust Agreement Dated October 18, 2000, And Patrick Vernola, Successor Trustee of The Pat and Mary Ann Vernola Trust – Marital Trust. Given the multiple entities with interests in the Property subject to this Agreement, the Owner hereby designates Rick Bondar to act as the agent on behalf of the Owner with respect to all matters pertaining to the Owner’s obligations concerning this Agreement and all matters pertaining to the Public Improvements, subsequent land use applications, community facilities districts concerning the Project Approvals and this Agreement. The Owner may change the agent pursuant to written notice to the City signed by each ownership entity.

2.19 “*Project*” means Development of the Property in accordance with the Project Approvals and this Agreement, inclusive of the permitted uses and Applicable Regulations set forth in this Agreement.

2.20 “*Project Approvals*” means all City approvals or entitlements, or both, pertaining to the Project, including, without limitation, the following resolutions and ordinances approving certain entitlements for the Project: (1) Resolution No. 2023-\_\_\_\_, Certifying the Environmental Impact Report; (2) Resolution No. 2023-\_\_\_\_, approving General Plan Amendment No. GPA No. 22003, and (3) Resolution No. 2023-\_\_\_\_ adopting Specific Plan No. SP 22001, and amendment to SP 266 (SP 266A); Tentative Tract Map (TTM) No. 38504; (4) Ordinance No. 2023-\_\_\_\_, adopting Zone Change No. CZ 22002; and (5) Ordinance No. 2023-\_\_\_\_, approving this Agreement.

2.21 “*Property*” means the real property described in Exhibit “A” and depicted on Exhibit “B”.

2.22 “*Public Improvements*” means the improvements described in the Project Approvals.

2.23 “*Reservation of Authority*” means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under Section 4.2 of this Agreement.

2.24 “*Single-Family Residential Unit*” means attached or detached residential units that are on a parcel in which the density is eight (8) units or less per acre as designated in the Project Approvals.

2.25 “*Site Map*” means the drawing of the Property in its condition as of the Effective Date, attached to this Agreement as Exhibit “B”.

2.26 “*Subsequent Project Approvals*” means those Project Approvals issued subsequent to the Effective Date in connection with the Development of the Property.

2.27 “*Subsequent Land Use Regulations*” means all ordinances, resolutions, codes, rules, regulations, and official written policies of City adopted and effective after the Effective Date governing the Development and use of the Property.

2.28 “*Term*” is defined in Section 3.3 of this Agreement.

2.29 “*Transferee*” means the person to whom Owner sells, assigns, or otherwise transfers all or any portion of Owner’s interests in the Property together with all its right, title, and interest in this Agreement in accordance with Section 12 of this Agreement.

### **3. GENERAL TERMS.**

3.1 Binding Effect of Agreement. From and following the Effective Date, the Development, and City actions on applications for Subsequent Project Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement. The provisions of this

Agreement, to the extent permitted by law, constitute covenants that shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties.

3.2 Effective Date. This Agreement, and the obligations of the Parties to this Agreement, shall be effective on the date that Ordinance No. 2023-\_\_\_ approving this Agreement becomes effective (the “Effective Date”). The Parties shall approve an operating memorandum pursuant to Section 3.4.4 confirming the Effective Date of this Agreement.

3.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) consecutive calendar years thereafter (the “Term”), unless Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties after the satisfaction of all applicable public hearing and related procedural requirements. Notwithstanding the provisions of this Section 3.3, the provisions of Section 5.6, shall survive the expiration or termination of this Agreement.

3.4 Amendment of Agreement.

3.4.1 *Initiation of Amendment.* Any Party may propose an amendment to this Agreement and both Parties agree that it may be beneficial to enter into additional agreements or modifications of this Agreement in connection with the implementation of the separate components of the Development.

3.4.2 *Procedure.* Except as set forth in Section 3.4.4 of this Agreement, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

3.4.3 *Consent.* Except as expressly provided in this Agreement, any amendment, including an extension of the Term, to this Agreement shall require the written consent of both Parties, in accordance with law. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties.

3.4.4 *Operating Memoranda.* The Parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the Parties. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when the Parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through one or more operating memoranda mutually approved by the Parties. The operating memoranda may be approved on City’s behalf by the City Manager, or such person designated in writing by the City Manager, and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of Owner. After execution of an operating memoranda it shall be attached to this Agreement as addenda and become a part of this Agreement. Unless otherwise required by law or by this Agreement, no such changes, adjustments, or clarifications shall require prior notice or hearing, public or otherwise.

3.4.5 *Termination.* Unless terminated earlier, pursuant to the terms of this Agreement, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term. The termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Project Approvals.

3.4.6 *Termination As to End Users.* Notwithstanding any other provisions of this Agreement, this Agreement shall automatically terminate with respect to any such lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions: (i) the lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and the lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and (ii) a certificate of occupancy has been issued for a building on such lot. Notwithstanding the foregoing, the obligations of Sections 5.6.2, 5.6.3, 5.7, and 6 of this Agreement shall survive termination as to such users.

#### **4. DEVELOPMENT OF THE PROPERTY.**

##### **4.1 Right to Develop.**

4.1.1 *Right to Develop.* Owner shall have a vested right to develop the Property during the term of this Agreement in accordance with, and to the extent of, the Project Approvals and this Agreement.

4.1.2 *Effect of Agreement on Applicable Regulations.* Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the rate or timing of development, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development, shall be those contained in the Project Approvals and those Applicable Regulations not inconsistent with the Project Approvals which were in full force and effect as of the Effective Date of this Agreement.

4.1.3 *Applicable Regulations.* Except as otherwise specified in this Agreement and the Project Approvals, the following regulations shall govern the development of the Property (“Applicable Regulations”):

4.1.3.1 The provisions of the Jurupa Valley Municipal Code in effect as of the Effective Date of this Agreement pertaining to property development, including without limitation, Chapter 9.267, Inclusionary Housing Requirement and Affordable Housing In-Lieu Fee;

4.1.3.2 City ordinances and resolutions pertaining to property development in effect as of the Effective Date of this Agreement, and

4.1.3.3 The City's General Plan, and each element thereof, in effect as of the Effective Date of this Agreement.

4.1.3.4 The City standards in effect as of the Effective Date of this Agreement for construction of City infrastructure improvements.

4.1.4 *Subsequent Project Approvals.* City shall accept for processing, review and action all applications for Subsequent Project Approvals, and City staff shall use their reasonable efforts to process such applications in an expeditious manner, taking into account City's staffing levels, and all requisite development fees shall be calculated and paid at such time as payment for such fees is due and payable, for all or a portion of the Property. City further agrees that, unless otherwise requested by Owner, it shall not, without good cause as provided in this Agreement, amend or rescind any Subsequent Project Approvals respecting the Property after City has granted the same.

4.1.5 *Development in Accordance with Agreement and Applicable Law.* Subject to the provisions of Section 4.4, if Owner proceeds with Development of the Project, Development shall proceed in accordance with this Agreement (including, without limitation, the Applicable Regulations and the Project Approvals) and in compliance with all laws, regulations, rules, and requirements of all non-City governing entities with jurisdiction over the Property.

4.1.6 *Amendments to Project Approvals.* It is contemplated by the Parties that Owner may, from time to time, seek amendments to one or more of the Project Approvals. In the event Owner finds that such an amendment is appropriate or desirable, Owner may apply in writing for an amendment to the Project Approvals to effectuate such change. The Parties acknowledge that City shall be permitted to use its sole and absolute discretion in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing sole and absolute discretion, City shall not apply a standard different than used in evaluating requests of other owners. Any such amendments are contemplated by the Parties as being within the scope of this Agreement as long as they are consistent with the Applicable Regulations and shall, upon approval by City, continue to constitute the Project Approvals as referenced in this Agreement. The City Community Development Director shall be empowered to issue amendments to Project Approvals if authorized by the Jurupa Valley Municipal Code. The Parties agree that any such approved amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

#### 4.2 Reservation of Authority by City.

4.2.1 *Limitations, Reservations, and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

4.2.1.1 Processing fees and charges of every kind and nature adopted by City pursuant to state law for costs related to City's processing of applications for Project Approvals.

4.2.1.2 Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matters of procedure.

4.2.1.3 Changes adopted by the City Council in the California Building Code, California Historic Building Code, California Existing Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Green Building Standards Code, California Referenced Standards Code, California Residential Code, International Property Maintenance Code and similar uniform codes as required by and in accordance with the authority granted to City under state law.

4.2.1.4 Except as otherwise authorized in this Section 4.2.1, regulations that are not in conflict with the Project Approvals and this Agreement. Regulations shall be deemed in conflict with the Project Approvals or this Agreement if the Regulations: (i) alter or change any land use, including permitted or conditional uses, of the Property from that permitted under this Agreement and the Applicable Regulations; (ii) limit or reduce the height or bulk of any structures of the Project from that permitted under this Agreement and the Applicable Regulations; (iii) limit or reduce the density or intensity of the Project from that permitted under this Agreement and the Applicable Regulations; (iv) except as provided in this Agreement, materially increase (by an amount greater than 15%) the cost of performance of, or preclude compliance with, any provision of the Applicable Regulations or Project Approvals; (v) limit or restrict the availability of public utilities, services, infrastructure or facilities to the Project; or (vi) require the issuance of additional permits or approvals by the City other than those required by the Applicable Regulations.

4.2.1.5 Regulations that are in conflict with the Project Approvals provided Owner has given written consent to the application of such regulations to the Development.

4.2.1.6 Federal, state, county, and multi-jurisdictional laws and regulations that preempt local regulations, or mandate the adoption of local regulations, and are in conflict with the Project Approvals.

4.2.1.7 Subsequent Land Use Regulations adopted by City in connection with any Subsequent Project Approvals, necessary to protect the imminent safety or health, or both, of the residents or occupants of the Property, or the residents or people of City, or both.

4.2.2 *Future Discretion of City.* Notwithstanding any other provision of this Section 4.2, this Agreement shall not prevent City, in acting on Subsequent Project Approvals, from denying or conditionally approving any Subsequent Project Approval on the basis of the Applicable Regulations or any Subsequent Land Use Regulations not in conflict with the Project Approvals.

4.2.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of

the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

4.2.4 *Intent.* City acknowledges that Owner has reasonably entered into this Agreement and may proceed with the Development of the Property on the assumption that City has adequately provided for the public health, safety and welfare through the Applicable Regulations. In the event that any future, unforeseen public health or safety emergency arises, City shall attempt to address such emergency in such a way as not to impact the Development in accordance with the Project Approvals, and if that is not possible, to select that option for addressing the emergency which has the least adverse impact on the Development in accordance with the Project Approvals.

4.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development, and this Agreement does not limit the authority of such other public agencies.

4.4 Timing of Development. Except as set forth in Agreement regardless of any future enactment, by initiative, or otherwise, Owner shall have the discretion to develop the Property, or not develop the Property, in one phase or in multiple phases at such times as Owner deems appropriate within the exercise of its sole and absolute business judgment. Specifically, City agrees that Owner shall be entitled to apply for and receive permits, maps, occupancy certificates, and other entitlements to develop and use the Property at any time, provided that such application is made in accordance with this Agreement and the Applicable Regulations. It is the intent of the Parties to cure the deficiency identified by the Supreme Court in *Pardee Construction Company v. City of Camarillo*, 37 Cal. 3d 465 (1984), which held the failure of a development agreement to specify the timing of development did not prevent a latter-enacted initiative from applying to the project approvals applicable to the development agreement in question in that case.

4.5 Vested Rights. By entering into this Agreement and relying thereon, Owner is obtaining the vested rights to proceed with the Development of the Property in accordance with the terms and conditions of this Agreement. By entering into this Agreement and relying thereon, City is securing certain public benefits which enhance the public health, safety and welfare, a partial listing of which benefits is set forth in Section 1 of this Agreement.

4.6 No Conflicting Enactments. Except as otherwise provided by this Agreement, neither the City Council nor any other agency of City shall enact a rule, regulation, ordinance, or other measure applicable to the Property that is inconsistent or conflicts with the terms of this Agreement.

4.6.1 *Moratorium.* It is the intent of the Parties that no moratorium or other limitation (whether relating to the Development of all or any part of the Development and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether



tentative, vesting tentative, or final), site development permits, precise plans, site development plans, grading permits, building permits, occupancy certificates, or other entitlements to use approved, issued, or granted within City, or portions of City, shall apply to the Development to the extent such moratorium or other limitation would restrict Owner's right to develop the Property as provided by this Agreement in such order and at such rate as Owner deems appropriate at its sole and absolute discretion, as provided by this Agreement. City shall reasonably cooperate with Owner in order to keep this Agreement in full force and effect. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to reasonably cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the Project Approvals or to other development issues affecting the Property shall not delay or stop the Development, processing, or construction of the Development, unless the third party obtains a court order preventing the activity.

4.6.2 *Consistency Between this Agreement and Current Laws.* City represents that at the Effective Date there are no rules, regulations, ordinances, policies, or other measures of City in force that would interfere with the Development and use of all or any part of the Property according this Agreement. In the event of any inconsistency between any Applicable Regulation, Development Approval, and this Agreement, the provisions of this Agreement shall control.

4.7 Amendments to Project Approvals. It is contemplated by the Parties that Owner may, from time to time, seek amendments to one or more of the Project Approvals. Any such amendments are contemplated by the Parties as being within the scope of this Agreement as long as they are consistent with the Applicable Regulations and shall, upon approval by City, continue to constitute the Project Approvals as referenced in this Agreement. The Parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

4.8 Further Assurances to Owner. The Parties further acknowledge that the public benefits to be provided by Owner to City pursuant to this Agreement are in consideration and reliance upon assurances that the Property can be developed in accordance with the Project Approvals and this Agreement. Accordingly, while recognizing that the Development of the Property may be affected by exercise of the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement, Owner is concerned that normally the judiciary extends to local agencies significant deference in the adoption of land use regulations that might permit City, in violation of Section 4.2, to attempt to apply regulations that are inconsistent with the Project Approvals pursuant to the exercise of the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement. Accordingly, Owner desires assurances that City shall not and City agrees that it shall not further restrict or limit the Development of the Property in violation of this Agreement except in strict accordance with the terms of this Agreement.

#### 4.9 Acquisition of Right of Way for Public Improvements.

4.9.1 To the extent Owner does not have sufficient title or interest in the real property required for the construction or installation of a Public Improvement, Owner shall make a good faith effort to acquire the required property ("Required Property") in a timeframe calculated to allow for the orderly Development of the Project. If, following this effort, Owner is unable to acquire the Required Property, Owner shall have the right, but not the obligation, to request that City acquire the Required Property pursuant to the provisions of Government Code Section 66462.5, which shall be applicable, regardless of whether Owner is applying for approval of a final map. City shall consider in good faith the acquisition of the Required Property pursuant to an acquisition agreement in substantially the form of Exhibit C ("Acquisition Agreement"), pursuant to the provisions of Government Code Section 66462.5 or Code of Civil Procedure Section 1230.010 and following, as the case may be, including proceedings for immediate possession of the Property pursuant to Code of Civil Procedure Section 1255.410 and following. This Agreement is neither a commitment nor an announcement of an intent by City to acquire any or all of the property required for Off-Site Improvements.

4.9.2 In the event City delays or is unwilling or unable to acquire the Required Property, such conditions of approval shall be automatically deemed waived. The specific acquisition of Right of Way requiring public improvements shall be referenced in the Acquisition Agreement.

4.9.3 Both parties acknowledge and agree that acquisition of the Required Property in accordance with the California Eminent Domain Law, requires more time than the suggested timeframes of Government Code Section 66462.5 allow and therefore, the parties waive these time constraints and the Acquisition Agreement shall so provide. The parties further acknowledge and agree that City cannot exercise its power of eminent domain unless and until a Resolution of Necessity has been duly adopted by the City Council pursuant to law. This Agreement is neither a commitment nor the announcement of an intent by City to acquire any or all of the Required Property for the Public Improvements.

4.9.4 If Owner asks City and City agrees to acquire right-of-way through the use of its power of eminent domain, then Owner and City shall enter into an Acquisition Agreement pursuant to Government Code Section 66462.5 for each Public Improvement. Owner shall deposit with City the actual costs reasonably estimated by City for initiating such proceedings and each stage thereof. Notwithstanding the foregoing provisions of this Section 4.8. City shall not delay or refuse to issue any Future Development Approvals due to the failure or delay of the City to either (i) enter into the Acquisition Agreement; (ii) if necessary, failure to initiate or conclude an eminent domain proceeding, if such a proceeding is necessary to obtain the Required Property; or (iii) approve any improvement plans needed to construct any Public Improvement.

4.10 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed for all or any portion of the Property and the term of each of the Project Approvals (including, without limitation, Future Development Approvals)

shall be deemed extended without further required action for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.3 above.

4.11 Requirement of Sufficient Water Supply for Residential Subdivisions.

Any and all tentative subdivision maps approved for the Project shall comply with Government Code section 66473.7, if, and to the extent, required by Government Code Section 65867.5.

**5. IMPACT FEES.**

5.1 Development Impact Fees. Owner shall pay all Development Impact Fees pursuant to Chapter 3.75 or other provisions of the Jurupa Valley Municipal Code (“DIF”). The DIF in existence on the Effective Date at the rates on the Effective Date, shall be the sole DIF to be imposed on parcels within the Property for the first ten (10) years of the Term of this Agreement. The DIF during this ten year period is attached hereto as Exhibit “D” to this Agreement. Thereafter, the DIF and rates of DIF shall be those in effect as of the date of issuance of each building permit for the Project or such other time as the DIF may be paid as required by law. The DIF shall apply only to the City’s DIF and not to the TUMF, any similar regional impact fees described herein or to any other development impact fees imposed by another governmental agency not under the control, directly or indirectly, of the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of Owner shall be separately responsible for payment of any and all DIF in the amount shown in Exhibit “D” for that portion of the Property developed by such person or entity and shall not be responsible for payment of any DIF related to other portions of the Property. Owner shall be entitled to such credits as might be available pursuant to the terms of the DIF or other provisions of the Applicable Regulations and this Agreement.

5.2 TUMF Fees. Pursuant to Chapter 3.70 of the Jurupa Valley Municipal Code, Transportation Uniform Mitigation Fees (“TUMF”), the TUMF shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law. Owner shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.70 of the Jurupa Valley Municipal Code or the terms of the future allowable fees. Owner acknowledges and understands that TUMF is collected and administered by the Western Riverside Council of Governments and not by the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of Owner shall be separately responsible for payment of any and all TUMF for that portion of the Property developed by such person or entity and shall not be responsible for payment of any TUMF related to other portions of the Property.

5.3 MSHCP Fees. Pursuant to Chapter 3.80 of the Jurupa Valley Municipal Code, Western Riverside County Multi-Species Habitat Conservation Plan Fees (“MSHCP Fee”), the MSHCP Fee shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law. Owner shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.80 of the Jurupa Valley Municipal Code. Owner acknowledges and understands that the MSHCP Fee is administered by the Riverside Conservation Agency and not by the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of Owner shall be separately

responsible for payment of any and all MSHCP Fee for that portion of the Property developed by such person or entity and shall not be responsible for payment of any MSHCP Fee related to other portions of the Property.

5.4 Other Regional Development Impact Fees. Owner shall pay other regional development impact fees, or any other development impact fees imposed by another governmental agency imposed upon Development within the Property, including without limitation Mira Loma Road and Bridge Benefit District fee, at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law.

5.5 Application/Processing Fees. Owner shall pay the application and processing fees for applications for entitlements and permits at the rate, and in the amount, imposed by City pursuant to the fee schedule, resolution, or ordinance in effect at the time the application is deemed complete and accepted by City for action, which fees are designed to reimburse City's expenses attributable to processing such applications for entitlements, permits, or both.

5.6 Community Benefit Contributions. In consideration of the benefits received by Owner pursuant to the terms of this Agreement, Owner shall pay to City the following Community Benefit Contributions ("CBCs"):

5.6.1 *General Municipal Services Contribution.* In partial consideration of the benefits provided to Owner under this Agreement and pursuant to the Project Approvals, Owner and its successors shall pay to the City a fee of 1) one thousand dollars (\$1,000) per Single Family Residential Unit, and 2) seven hundred dollars (\$700) for both Multi-Family Residential Units--Medium Density and Multi-Family Residential Units--High Density. The fees specified in this Section shall be payable prior to the issuance of a building permit for the unit ("Services Contribution CBC"). The City may use the fee for general municipal purposes in order to mitigate the fiscal impact of the Project upon general municipal services.

5.6.2 *Annual Public Safety Benefit Contribution.* As established in Section 5.7 of this Agreement, upon the creation of the Community Facilities District ("CFD") and the levying of special taxes through the CFD, the CFD shall pay to the City an annual Public Safety Benefit Contribution in the initial amount of 1) three hundred forty three dollars (\$343) per Single-Family Residential Unit and 2) two hundred eight dollars (\$208) per Multi-Family Residential Unit--Medium Density, and 3) one hundred twenty four dollars (\$124) per Multi-Family Residential Unit--High Density, subject to annual increase as described below. No special tax shall be levied on undeveloped property.

5.6.2.1 The Annual Public Safety Benefit Contribution may be used for the following services: (1) police protection services; (2) fire protection services; (3) ambulance and paramedic services; and (4) acquisition of land and construction of public safety facilities.

5.6.2.2 The first Public Safety Benefit Contribution shall be levied by the CFD in the first tax year following the issuance of a building permit for each type

of property listed in Section 5.6.2 solely on parcels where a Certificate of Occupancy has been issued. Thereafter, the Public Safety Benefit Contribution shall be levied by the CFD on the property in perpetuity. Commencing July 1st of City's second fiscal year in which the Public Safety Benefit Contribution is being levied by the CFD, and annually thereafter, the Public Safety Benefit Contribution amount shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario). The calculation of the percentage change in the Consumer Price Index shall be made using the month of April over the month of April in the prior year and shall have a minimum annual increase of two percent (2%) and a maximum annual increase of six percent (6%).

**5.6.3 *Annual Facilities Benefit Contribution.*** As established in Section 5.7, upon the creation of the CFD and the levying of special taxes through the CFD, the CFD shall pay to the City an Annual Facilities Benefit Contribution in the initial amount of 1) three hundred twenty dollars (\$320) per Single-Family Residential Unit, 2) two hundred thirty dollars (\$230) per Multi-Family Residential Unit--Medium Density, and 3) one hundred forty dollars (\$140) per Multi-Family Residential Unit--High Density, subject to annual increase as described below. No special tax shall be levied on undeveloped property.

**5.6.3.1** The Annual Facilities Benefit contribution would be used for the design and construction of public facilities for the City, including, but not limited, to those public facilities described on the City's Capital Improvement Plan, as currently adopted or hereafter amended.

**5.6.3.2** The first Facilities Benefit Contribution shall be levied by the CFD in the first tax year following the issuance of a building permit for each type of property listed in Section 5.6.3 above, solely on parcels where a Certificate of Occupancy has been issued. Thereafter, the Facilities Benefit Contribution shall be levied by the CFD on each Parcel for a period of fifty (50) years from the date of the building permit issuance. Commencing July 1st of the City's second fiscal year in which the Facilities Benefit Contribution is being levied by the CFD, and annually thereafter, the Facilities Benefit Contribution amount shall automatically increase by two percent (2.00%).

**5.6.4** City shall not impose any additional CBCs. Nothing in this Section 5.6.4 shall prohibit the City from establishing CFDs for public improvements, fees and maintenance pursuant to Sections 6.3 and 6.5.

**5.7 Community Facilities District--Community Benefit Contributions.**

**5.7.1** Owner acknowledges and agrees that the obligations described in Section 5.6 are required by the terms of the Development Approvals and Owner's obligation to satisfy the obligations of Sections 5.6.2 and 5.6.3. Such obligations may be satisfied by the formation of one or more CFDs. If the City, or a City-controlled public entity, elects not form the CFD described in this Section 5.7, then City acknowledges and agrees that the CBC established in Sections 5.6.2 and 5.6.3 shall not be imposed upon the Owner, any Transferee of Owner (as provided in Section 12 of this Agreement) or any End User of any portion of the Property. If the Owner fails to file a petition for a CFD or fails to vote in favor of the CFD as described in Section 5.7.2 and 5.7.3, or if the CFD is invalidated by a court of law or is

subsequently repealed by the Owner, the Owner, any Transferee of Owner (as provided in Section 12 of this Agreement) or any End User of any portion of the Property shall remain obligated to pay the CBC obligations of Section 5.6.2 and 5.6.3, subject to the timing requirements specified in Sections 5.6.2.2 and 5.6.3.2.

5.7.2 No public entity other than the City or a City-controlled public entity, may form a CFD for the CBCs.

5.7.3 Owner may satisfy its obligations concerning Sections 5.6.2 and 5.6.3 through (i) filing a Petition and Waiver with City to initiate formation of a CFD, or annexation to an appropriate CFD, if one already exists; (ii) voting in favor of such CFD; and (iii) paying all costs associated with the formation of, or annexation to, a CFD pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code, §§ 53311-53368.3).

5.7.4 The City and Owner shall work cooperatively to complete the CFD within twelve (12) months following the date the Owner requests the formation of such CFD. City agrees to use reasonable efforts to develop and implement the CFD(s) subject to public hearing and election requirements of applicable State law.

5.7.5 The Maximum Special Tax for services shall be increased each fiscal year based on the increases in contributions described in Section 5.6.

5.7.6 The maximum effective tax rate for assessor's parcels within each CFD for the Project, including those described in this Section 5.7 and Section 6.5 may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD and the Rate and Method of Apportionment.

5.8 Administrative Fee. Owner shall pay to City a one-time administrative fee in the amount of ten thousand dollars (\$10,000) thirty (30) calendar days after the Effective Date of the of this Agreement

## **6. OBLIGATIONS OF THE PARTIES.**

### **6.1 Owner's Obligation to Construct Public Improvements.**

6.1.1 Except as provided in Section 6.2, Owner shall, at Owner's sole cost and expense, design, construct, install, and finally complete the Public Improvements described in the Project Approvals to be dedicated or conveyed to a public agency ("Public Improvements").

6.1.2 The design, construction, installation, and final completion of the Public Improvements shall be in conformance with the Applicable Regulations in effect on the Effective Date. The City Engineer shall approve, in writing, all Plans and Specifications for construction, installation, and final completion of the Public Improvements.

6.1.3 Except as otherwise provided in this Agreement, the Public Improvements shall be completed at such time as set forth in the Project Approvals.

6.1.4 The Parties shall enter into City's standard subdivision improvement agreement, or an applicable modification thereof, for the completion of the Public Improvements.

6.1.5 Owner and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws (to the extent applicable), including, without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations, and standards. Owner shall indemnify, defend, and hold the Indemnified Parties (as defined in Section 8.1) harmless from and against any cost, expense, claim, charge, or liability relating to or arising directly or indirectly from any breach by or failure of Owner or its contractor(s) or agents to comply with such laws, rules, regulations, and standards. Owner's indemnity obligations set forth in this Section 6.1 shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Owner's indemnity obligation with respect to a specific Public Improvement specified in this subsection shall terminate two (2) years after City Council accepts the completed Public Improvement.

6.2 Partial City Funding of Median on Pat's Ranch Road.

6.2.1 Owner is required to construct the median on Pat's Ranch Road pursuant to the Project Approvals ("Pat's Ranch Road Median").

6.2.2 The City received the sum of three hundred ninety seven thousand four hundred sixty six dollars and forty cents (\$397,466.40) from the developer of Tracts 33428-1-3, easterly of the Project, for the eventual construction of the median on Pat's Ranch Road from Limonite to Shearwater.

6.2.3 Within thirty (30) days of the City Council's acceptance of Pat's Ranch Road and its median and the recordation of the Certificate of Completion, the City shall pay to the Owner the sum of three hundred ninety seven thousand four hundred sixty six dollars and forty cents (\$397,466.40) as partial reimbursement of Owner's actual costs of construction the Pat's Ranch Road Median.

6.2.4 Labor Code Section 1720(c)(2) provides that:

"If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter."

6.2.5 Pursuant to the provisions of Labor Code Section 1720(c)(2), the City Council finds and determines that:

6.2.5.1 The Project Approvals for the Project require the Owner to construct the Pat's Ranch Road Median and other public improvements;

6.2.5.2 The City has contributed no more money, or the equivalent of money, to the overall Project than is required to construct Pat's Ranch Road Median and in fact is only contributing to a portion of its construction from fees received from another development designed for the Pat's Ranch Road Median and other public improvements; and

6.2.5.3 The City will not obtain or maintain any proprietary interest in the overall Project.

6.2.6 Therefore, based on the above findings in Section 6.2, the City and Owner have determined that:

6.2.6.1 Prevailing wages pursuant to Labor Code Section 1720 et. seq. shall be paid for the construction of the Pat's Ranch Road Median described in this Agreement and the Project Approvals; and

6.2.6.2 Prevailing wages are not required to be paid on the private improvements for the Project in accordance with to Labor Code Section 1720(c)(2).

6.2.7 Owner hereby represents to City that it understands and acknowledges the relationship of the City's obligation to design and construct the Pat's Ranch Road Median Public Improvements pursuant to this Agreement and the potential impact on the application of prevailing wages to development of the Project. Accordingly, Owner on behalf of itself and its successors in interest, hereby expressly and knowingly waive their respective rights under Labor Code Sections 1726 and 1781 to seek recovery against the City of any prevailing wage liabilities they may incur based upon this Agreement. Owner hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the prevailing wage issues described herein and the provisions of the California Civil Code section 1542, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Owner hereby acknowledges that it may have claims which are presently unknown and unsuspected, and such claims in the future. Nevertheless, Owner hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect.

Owner's authorized representative initials: \_\_\_\_\_.

6.3 Maintenance of Public Improvements. Responsibility for the ongoing maintenance of public improvements to constructed by Owner pursuant to the Project Approvals ("City Public Improvements" shall be apportioned between the Parties in accordance with the terms of this Section 6.3.



6.3.1 *Maintenance of City Public Improvements.* City shall maintain all City Public Improvements, pursuant to a maintenance CFD described in Section 6.5, unless City and Owner have entered into one or more Operating Memoranda pursuant to Section 3.4.4 designating Owner, or a homeowner's association formed by Owner ("HOA"), to maintain a component of the City Public Improvements. Notwithstanding the foregoing: 1) Owner shall not have any obligation to maintain landscaping within the rights-of-way on Pat's Ranch Road; and 2) City shall maintain all flood control retention basins.

6.3.2 *Maintenance of Public Improvements from Other Public Agencies.* The Project Approvals provide for the design and construction of public improvements for other public entities, including but not limited to Jurupa Area Parks and Recreation District, Jurupa Community Services District, and Riverside County Flood Control District. It shall be the responsibility of the Owner to meet with such other public entities and determine their respective maintenance responsibilities.

6.4 Easements. City shall grant such easements over City property as are reasonably needed for the Development of the Property provided such easements do not impede or interfere with public services provided on such properties. Owner shall grant to City such easements over its property as are reasonably needed for the construction and maintenance of the Public Improvements, except to the extent such easements would have a material adverse economic effect on the Development. Such grants shall be at no additional cost to either Party.

6.5 Community Facilities District—Public Improvements, Fees and Maintenance.

6.5.1 *Request for Public Improvement CFD.* Owner may request in writing that the City or another public entity establish a CFD, or annex to an existing CFD ("Alternate CFD"), pursuant to the Mello Roos Community Facilities District Act and issue bonds to: 1) finance the design, construction, installation, and final completion of the Public Improvements, as required by the Project Approvals and this Agreement; 2) pay for City DIF, TUMF, MSHCP Fee, agency fees, or regional fees; and 3) any other facilities pursuant to Joint Community Facilities Agreements ("JCFA") with other public agencies. Unless as otherwise stated in this Section 6.5, the provisions of Section 6.5 are exclusive to an City CFD or an Alternate CFD, and do not apply to the CFD provisions of Sections 5.6 and 5.7. Owner shall vote in favor of a City CFD or Alternate CFD. City agrees to use good faith efforts to enter into one of more JCFA(s). In the event owner requests a public entity other than the City, or a City-controlled public entity, to establish a CFD or annex to an existing CFD for Public Improvements as described in this Section 6.5.1, the Owner shall not vote in favor of such a CFD or annexation unless there is sufficient capacity under the maximum special tax rate described in Section 6.5.3 to provide for the CBC special tax described in Section 5.7. The Owner acknowledges and agrees that a similar provision will also be added to any JCFA's between the City and another public entity.

6.5.2 *Request for Maintenance CFD.* Owner shall request in writing that the City establish a CFD, or annex to an existing City CFD, pursuant to the Mello Roos Community Facilities District Act, for the purpose of funding the annual costs of maintenance of the City Public Improvements described in this Section 6.5.2. Exhibit E sets forth the units of

benefit by land use type ("Land Use Type") which will be used to determine the special tax for maintenance based on the City Public Improvements to be maintained by the City and the size and components of those improvements ("Benefit Units"). Parcels of Taxable Property (as defined in the Rate and Method of Apportionment for such maintenance CFD) shall be assigned the appropriate Benefit Unit(s) contained in the Table shown in Exhibit E based upon each parcel's assignment to the appropriate Land Use Type. The cost per Benefit Unit shall be calculated based upon the total budget for required maintenance (including but not limited to actual costs, reserves, contingency, administration, and County fees), divided by the total number of Benefit Units for Taxable Property. The Special Tax shall be levied upon and collected from each such parcel for each fiscal year based on the Benefit Units which are assigned to the parcel as a result of its assignment to the appropriate Land Use Type. The first special tax for maintenance shall be levied by the CFD in the first tax year following the issuance of a building permit for each type of property listed in Exhibit E, but solely on parcels where a Certificate of Occupancy has been issued. Thereafter, the special tax for maintenance shall be levied by the CFD on the property in perpetuity.

*6.5.3 Annual Increase in Maintenance CFD Special Tax.* Commencing July 1st of City's second fiscal year in which the special taxes are being levied by the Maintenance CFD, and annually thereafter, the maintenance costs shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario) or three percent (3%), whichever is greater, provided however, the costs of electricity shall be assessed at its actual cost. The calculation of the percentage change in the Consumer Price Index shall be made using the month of April over the month of April in the prior year. No public entity other than the City or a City-controlled public entity, may form a Maintenance CFD for the City Public Improvements.

*6.5.4 Annual Increase in Rate and Method of Apportionment for Public Improvement CFD.* The Rate and Method of Apportionment for the financing of Public Improvements shall authorize the special tax to escalate two percent (2.00%) annually.

*6.5.5 Maximum Special Tax.* City agrees that the maximum effective tax rate for assessor's parcels within each City CFD or Alternate CFD, including the CFD specified in Sections 5.6 and 5.7, including, without limitation, all overlapping debt, may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD(s) and the Rate and Method of Apportionment in accordance with the City's Community Facilities District Policy.

*6.5.6 Processing CFD; Viability of CFD.* City agrees to use reasonable efforts to develop and implement all CFD(s) subject to public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, Federal law, the Applicable Regulations and the customary and reasonable industry standards for the development of such financings for CFD(s). Owner and City acknowledge and agree that the establishment of a CFD for facilities and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax

exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, and bond underwriting criteria.

**6.5.7 *Commencement of Proceedings.*** City agrees that upon receipt of Owner's written request and application and the deposit with City of sufficient funds to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and Owner shall cooperate in the conduct of such proceedings. Owner acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings. In the event the City Council does not approve the CFD for the financing of facilities and fees, the Owner may seek an alternative agency (or agencies) to form a CFD for the Property.

**6.5.8 *Maximum CFD Proceeds.*** Owner acknowledges and agrees that the CFDs shall expressly provide that Owner shall not be entitled to receive more proceeds from the CFDs than its actual costs to complete the Public Improvements (including reimbursements for Pat's Ranch Road pursuant to Section 6.2) in order to always stay below the limits in Labor Code Section 1720(c)(2).

**6.5.9 *Obligation to Construct and Maintain Public Improvements Exist Whether or Not CFD or Assessment District Established.*** Owner acknowledges and agrees that the Owner's obligations to design, construct, install and maintain the Public Improvements, as required by the Project Approvals and this Agreement, or City DIF, TUMF, MSHCP Fee, agency fees, or regional fees (excluding the CBCs specified in Sections 5.6.2 and 5.6.3) described in this Section 6 are required by the terms of the Project Approvals and this Agreement and that the obligations shall continue to exist whether or not a CFD is established to facilitate the construction and maintenance of the Public Improvements and whether or not the CFD is repealed by an initiative measure or invalidated by a final judgement of a court of law, subject to the timing requirements specified in Sections 5.6.2.2 and 5.6.3.2.

**6.6 Commercial Property, Revision of Specific Plan.**

**6.6.1** Prior to seven (7) years after the issuance of the first Certificate of Occupancy of the Vernola Ranch Specific Plan, Owner may develop Planning Areas 11 and 12 of SP 266, which is Lots 28 & 29 of Tract Map ("TM") 38504 ("Commercial Property"), in accordance with SP 266 and the Applicable Regulations, but subject to the uses described in Exhibit F of this Agreement. The parties acknowledge and agree that City may approve such applications in its sole and absolute discretion, as currently authorized in SP 266, for the development of updated retail commercial projects providing a unique character and quality with a commitment to exemplary living and reflecting contemporary trends in retail centers, including, but not limited to, grocery store, specialty grocery stores, specialty shops, sit-down restaurants, entertainment, life-style amenities (such as gathering areas, outdoor venues, recreational areas), parking, reciprocal parking and access, and related infrastructure requirements. Notwithstanding the foregoing, the Parties acknowledge and agree that no Development of the Commercial Property may proceed unless and until the City complies with CEQA on such development projects.

6.6.2 Except as provided below, within seven (7) years after the issuance of the first Certificate of Occupancy of the Vernola Ranch Specific Plan, the Owner shall submit to the City a complete application or applications, with payment for processing, to amend SP 266 as it pertains to the Commercial Property. The amendment to the SP 266 for the Commercial Property shall provide for an updated retail commercial plan providing a unique character and quality with a commitment to exemplary living and reflecting contemporary trends in retail centers, added permitted uses including, but not limited to, grocery store, specialty grocery stores, specialty shops, sit-down restaurants, entertainment, life-style amenities (such as gathering areas, outdoor venues, recreational areas), parking and related infrastructure requirements. Any amendment to SP 266 for the Commercial Property shall require compliance with CEQA.

6.6.3 If one or more site development permits have been approved by the City for the entire area of Lot 28 of TM 38504, as configured as of the Effective Date, then the Owner of Lot 28 shall not be required to submit an application for an Amendment to SP 266 for Lot 28. If one or more site development permits have been approved by the City for the entire area of Lot 29 of TM 38504, as configured as of the Effective Date, then the Owner of Lot 29 shall not be required to submit an application for an Amendment to SP 266 for Lot 29.

6.6.4 Except as provided in Section 6.6.3, beginning seven (7) years after the issuance of the first Certificate of Occupancy of the Vernola Ranch Specific Plan, no building permit for a structure within the Commercial Property shall be issued unless and until an amendment to the SP 266 for the Commercial Property as described in Section 6.6.2 is approved by the City Council.

## 6.7 Cell Towers.

6.7.1 The existing cellular communications towers on a portion of the Commercial Property (“Cell Towers”) may remain on the Commercial Property (“Cell Tower Property”) and may remain operative.

6.7.2 Owner shall design and construct a decorative concrete block wall, at least six (6) feet high, around the Cell Towers allowing sufficient space for maintenance. Owner shall also install landscaping within three feet (3') of the wall consistent with the landscaping in the common areas of the Project.

6.7.2.1 The plans for the wall and landscaping shall be approved by the Director of Community Development.

6.7.2.2 The wall and landscaping shall be completed prior to the issuance of the first certificate of occupancy for any Project development which abuts the Cell Tower Property.

## 7. CITY’S OBLIGATIONS.

7.1 Property Approvals Independent. All approvals required for the Property which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued by City with respect to the Property, constitute independent

actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Property Approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and the Conditions of Approval. It is understood by the Parties to this Agreement that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the Term, but shall remain valid for the term(s) of such approvals and entitlements.

7.2 City Cooperation. City staff shall work cooperatively with Owner to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals. To the extent City or City's designee is unable to process and consider permits, entitlements and approvals in an expeditious manner, Owner shall pay to the City the costs of hiring temporary Staff or retaining an outside contractor to assist City in the expeditious processing and consideration of all necessary permits, entitlements and approvals.

7.3 No Action to Impede Project Approvals. City shall take no action or impose any condition that would conflict with this Agreement or the Project Approvals. Any action taken or condition imposed shall be deemed to be "in conflict with" this Agreement or the Project Approvals if such actions or conditions result in one or more of the circumstances identified in Section 4.6.

7.4 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against the City or Owner relating to this Agreement, the Project Approvals, or other development issues affecting the Project or the Property, shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent Project Approvals unless the third party obtains an injunction or other court order preventing the activity.

## **8. INDEMNIFICATION.**

8.1 Litigation to Set Aside, Void, or Annul the Agreement. Owner shall indemnify and hold harmless City, its affiliated agencies and districts, their agents, officers, consultants, contractors, attorneys, and employees ("Indemnified Parties") from and against any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons against the Indemnified Parties brought by a third party to set aside, void, or annul the approval of this Agreement or the Project Approvals (not including Subsequent Project Approvals) ("Third Party Initial Challenge"). Any subsequent challenge to this Agreement or Subsequent Project Approvals is a "Third Party Challenge". Concerning any Third Party Challenge, only the Owner which filed the development application subject to the Third Party Challenge shall indemnify and hold harmless the Indemnified Parties from and against any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons against the Indemnified Parties brought by a third party to set aside, void, or annul the approval of this Agreement or any Subsequent Project Approval. Notwithstanding the provisions of Section 12.1.1 of this Agreement, Owner's obligation pursuant to this Section 8.1 is not a benefit or burden running with the land and shall

not be assigned to any person without the prior express written consent of City, unless a transfer or assignment is made pursuant to Section 12 of this Agreement. Owner's duties under this Section 8.1 are solely subject to and conditioned upon the Indemnified Parties written request to Owner to indemnify the Indemnified Parties. Owner shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with City within ten (10) business days of notice from City of the claim and shall add to the deposit within ten (10) business days from the request of City. Without in any way limiting the provisions of this Section 8.1, the Parties agree that this Section 8.1 shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date. The filing of any Third Party Initial Challenge or Third Party Challenge shall not delay or stop the Development, processing or construction of the Project or the issuance of Subsequent Project Approvals unless the third party obtains an injunction or other court order preventing the activity. City may not settle any Third Party Initial Challenge or Third Party Challenge without Owner's prior written consent. The Term, the obligations imposed pursuant to this Agreement and the expiration date of the Project Approvals and Subsequent Project Approvals shall be extended day for day for any delay arising from or related to a Third Party Initial Challenge or Third Party Challenge until the date on which the Third Party Initial Challenge or Third Party Challenge is finally resolved, via a final non-appealable judgment, voluntary or involuntary dismissal (and the passage of any time required to appeal an involuntary dismissal), or binding written settlement agreement.

8.2 Other Litigation. Notwithstanding Section 8.1, and as a separate and distinct obligation of Owner, to the fullest extent permitted by law, Owner shall defend (with counsel of City's choosing regarding counsel who shall represent the City), indemnify and hold the Indemnified Parties free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Owner, its officials, officers, employees, contractors, subcontractors, Owner's or agents in connection with the performance of the Owner's obligations under this Agreement or the Project, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Owner, the Indemnified Parties. Except for a Third Party Challenge to the Project Approvals or this Agreement, the indemnity obligation specified in this Section 8.2 shall not apply to an Owner which has not submitted development applications which are subject to such litigation.

8.2.1 Owner's duties under this Section 8.2 are solely subject to and conditioned upon the Indemnified Parties' written request to Owner to indemnify the Indemnified Parties.

8.2.2 Owner shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with City within ten (10) business days of notice from City of the claim and shall add to the deposit within ten (10) business days from the request of City.

8.2.3 Without in any way limiting the provisions of this Section 8.2, the Parties agree that this Section 8.2 shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

**9. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.**

9.1 Periodic Review. The Parties shall review this Agreement at least once every 12-month period from the Effective Date of this Agreement. City shall notify Owner in writing of the date for review at least thirty (30) calendar days prior thereto. Such periodic review shall be conducted in accordance with Government Code Section 65865.1.

9.2 Good Faith Compliance. During each periodic review, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. Owner shall furnish such reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by Owner, City shall provide to Owner, a certificate that Owner or a duly authorized Estoppel Certificate pursuant to the provisions of Section 13 of this Agreement.

9.3 Failure to Conduct Annual Review. City's failure to conduct the annual review shall not be an Owner default. Further, Owner shall not be entitled to any remedy for City's failure to conduct the annual review.

9.4 Initiation of Review by City Council. In addition to the annual review, the City Council may at any time initiate a review of this Agreement by giving written notice to Owner. Within thirty (30) calendar days following receipt of such notice, Owner shall submit evidence to the City Council of Owner's good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for the annual review. The City Council shall initiate its review pursuant to this Section 9.4 only if it has probable cause to believe City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by Owner.

9.5 Administration of Agreement. Any final decision by City staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance with this Agreement may be appealed by Owner to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after Owner receives written notice that the staff decision is final. The City Council shall render its decision to affirm, reverse, or modify the staff decision within thirty (30) calendar days after the appeal was filed. The decision of the City Council as to the administration of this Agreement shall be final and is not appealable. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

9.6 Availability of Documents. If requested by Owner, City shall provide to Owner copies of any documents, reports, or other items reviewed, accumulated, or prepared by or for City in connection with any periodic compliance review by City except for matters protected from disclosure by the attorney client or attorney work product privileges.

**10. DEFAULT; REMEDIES; DISPUTE RESOLUTION.**

10.1 Notice of Default. In the event of failure by a Party substantially to perform any material term or provision of this Agreement, the non-defaulting Party shall have those rights and remedies provided in this Agreement, provided that such non-defaulting Party has first provided to the defaulting Party a written notice of default in the manner required by

this Section 10 identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured.

10.2 Cure of Default. Upon the receipt of the notice of default, the alleged defaulting Party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction, or remedy of such default not later than ten (10) business days after receipt of notice thereof if the breach of this Agreement involves the payment of money, or not later than thirty (30) calendar days after receipt of notice thereof if the breach of this Agreement does not involve the payment of money; provided, however, that if such breach may not reasonably be cured within such thirty (30) calendar day period, then a default shall exist only if the cure of such breach is not commenced within such thirty (30) calendar day period or thereafter is not diligently prosecuted to completion.

10.3 Owner's Remedies. Due to the size, nature, and scope of the Property and the Development, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Development and Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money that would adequately compensate Owner for such efforts. For the above reasons, the Parties agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement and that Owner shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. Moreover, City would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement. Therefore, Owner specifically agrees that it has no authority under this Agreement or otherwise to seek monetary damages against City for any breach of this Agreement by City, and shall not to seek monetary damages against City for breach of this Agreement.

10.4 City Remedies. In the event of an uncured default by Owner of the terms of this Agreement, City, at its option, may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement by specific performance as its sole and exclusive remedy. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 10, in the event of a material default by Owner, may give notice of its intent to terminate or modify this Agreement pursuant to this Agreement and/or the Development Agreement Legislation, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in this Agreement or the Development Agreement Legislation.

10.5 Judicial Review.

10.5.1 *Subsequent Land Use Entitlements.* Based on the foregoing, in the event Owner judicially (including by way of a reference proceeding) challenges the application of a Subsequent Land Use Regulation as being in violation of this Agreement and as not being a land use regulation adopted pursuant to the authority and rights reserved and excepted as



provided in Section 4.2 of this Agreement, Owner shall bear the burden of proof in establishing that such rule, regulation, or policy is inconsistent with the Applicable Regulations, the Project Approvals, or both, and City shall thereafter bear the burden of proof in establishing that such regulation was adopted pursuant to and in accordance with the authority and rights reserved and except as provided in Section 4.2 of this Agreement and was not applied by City in violation of this Agreement.

10.5.2 *Collection of Fees or Community Benefit Contributions.* City may bring an action against Owner collection for any development fees due to the City or Community Benefit Contributions due to the City as described in Section 5 within six (6) years from the date the payment was due.

## **11. MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.**

11.1 No Liens on Property as of Effective Date. Owner warrants and represents to the City that as of the date of recordation of this Agreement there is no mortgage, deed of trust, sale and leaseback arrangement, lien or any other form of pledge of security on the Property or any portion of the Property. If any such lien exists, Owner shall obtain the lien holders consent to this Agreement and a subordination of its interests to this Agreement in a form reasonably acceptable to the City Manager and City Attorneys that shall be recorded as part of this Agreement.

11.2 Future Encumbrances on the Property. This Agreement shall not prevent or limit Owner from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance ("Mortgage") in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use, or operation of the Property.

11.3 Mortgagee Protection. Subject to the provisions of Section 3.4.5, this Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder ("Mortgagee"), whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise, shall be subject to all of the terms and conditions of this Agreement.

11.4 Mortgagee Not Obligated. No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance. In addition, the Mortgagee shall have no right to develop or operate the Property without fully complying with the terms of this Agreement, and to the extent that any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance under this Agreement.

11.5 Notice of Default to Mortgagee; Right of Mortgagee to Cure. City shall, upon written request to City, deliver to each Mortgagee a copy of any notice of default given to Owner under the terms of this Agreement, at the same time such notice of default is provided to Owner. The Mortgagee shall have the right, but not the obligation, to cure, correct, or remedy the default, within sixty (60) calendar days after the receipt of such notice from City for monetary defaults, or within sixty (60) calendar days after Owner's cure period has expired for non-monetary defaults, or, for such defaults that cannot reasonably be cured, corrected, or remedied within such period, the Mortgagee may cure, correct, or remedy the default if the Mortgagee commences to cure, correct, or remedy such default within such sixty (60) calendar day period, and continuously and diligently prosecutes such cure to completion. If the default is of a nature that can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall be permitted thereafter to remedy or cure the default within such time as is reasonably necessary to cure or remedy said default but in no event more than ninety (90) calendar days after obtaining possession. If any such default cannot, with diligence, be remedied or cured within such thirty (30) calendar day period, then such period shall be extended to permit the Mortgagee to effect a cure or remedy so long as Mortgagee commences said cure or remedy during such ninety (90) calendar day period, and thereafter diligently pursues such cure to completion.

## **12. TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT.**

### **12.1 Transfers and Assignments.**

12.1.1 Restrictions on Transfers. Owner may sell, assign, or otherwise transfer all or any portion of its interests in the Property together with all its right, title, and interest in this Agreement, or the portion thereof that is subject to the transferred portion of the Property, to any Transferee provided that: (i) the Transferee has specifically assumed in writing the obligations, or a portion of the obligations of Owner, to construct the Public Improvements for the Project as provided in the Project Approvals and to comply with the Community Facilities District obligations described in Sections 5.7 and 6.5; and (ii) if applicable, the Transferee has obtained replacement bonds, accepted by City for the Public Improvements (in which event, City shall release Owner's corresponding Public Improvement bonds).

12.1.2 *Notice of Transfer; Agreement.* In the event of any sale, assignment, or other transfer pursuant to Section 12.1.1, Owner shall notify City not more than twenty (20) business days after the transfer of the name of the Transferee, together with the corresponding entitlements being transferred to such Transferee and a copy of the Assignment and Assumption Agreement described in Section 12.1.1. In order for Owner to be released from its obligations created in this Agreement Owner and Transferee shall enter into an agreement pertaining to such transfer and shall provide that the Transferee shall be liable for the performance of those obligations of Owner under this Agreement that relate to the Transferred Property, if any, and shall confirm that Owner shall remain liable for the design and construction of Public Improvements pursuant to this Agreement, completed by Owner prior to any such transfer, subject to the provisions of Section 6.1.5.

*12.1.3 Termination of Transferring Owner's Liability Under Agreement.*

Upon the entering into the assignment and assumption agreement described in Section 12.1.2, the transferring Owner shall have no liability under this Agreement, or any further obligations created in this Agreement.

*12.1.4 Exempt Transfers.* The following transfers shall not be subject to the foregoing restrictions of Section 12.1: (1) transfers of easements or real property interests that are necessary to provide utility service to the Property or to extend infrastructure to the Property; and (2) transfers in reorganization of Owner, provided that management control of Owner does not change as a result of such reorganization.

*12.1.5 Rights and Duties of Successors and Assigns.* Subject to the provisions of Section 3.4.5, any, each, and all successors and assigns of Owner shall have all of the same rights, benefits, duties, and obligations of Owner under this Agreement.

**13. ESTOPPEL CERTIFICATES.**

13.1 Written Request. Either party may at any time deliver written notice to the other party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

13.2 Ten (10) Business Days to Respond. A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within ten (10) business days after the City Attorney has approved the form of the Estoppel Certificate.

13.3 Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on City's behalf. Any officer of Owner may sign on Owner's behalf.

13.4 Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

13.5 Failure to Provide Estoppel Certificate. Failure by a Party to provide an Estoppel Certificate within ten (10) calendar days after receipt of the request therefor shall be deemed confirmation that this Agreement is in full force and effect and has not been amended or modified either orally or in writing.

**14. MISCELLANEOUS.**

14.1 Interest of Owner. Owner represents and warrants that it has a legal or equitable interest in the Property and, as such, Owner is qualified to enter into and be a party to this Agreement under the Development Agreement Legislation.

14.2 Notices. All notices permitted or required under this Agreement must be in writing and shall be effectuated by: (i) personal delivery; (ii) first class mail, registered or certified, postage fully prepaid; or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following Parties, or to such other address as any party may from time to time designate in writing in the manner as provided in this Agreement:

|                 |  |
|-----------------|--|
| To City:        | City of Jurupa Valley<br>8930 Limonite Avenue<br>Jurupa Valley, California 92509<br>Attn: City Manager                                       |
| With a copy to: | Richards, Watson & Gershon<br>350 South Grand Avenue, 37 <sup>h</sup> Floor<br>Los Angeles, California 90071<br>Attn: Peter M. Thorson, Esq. |
| To Owner:       | Rick Bondar, Owner's designated agent,<br>Sky Country Investment Co./East, LLC<br>PO Box 1295, Corona, CA 92878                              |
| With a copy to: | Allen Matkins Leck Gamble<br>Mallory & Natsis LLP<br>2010 Main Street, Suite 800<br>Irvine, CA 92614<br>Attn: John C. Condas, Esq.           |

Any written notice, demand, or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

14.3 Force Majeure. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or failures to perform are due to the elements, fire, earthquakes, or other acts of God, supply chain disruptions and delays related to the availability of construction materials and manpower, global pandemics or governmental orders imposed in response to public health crisis, inability of any utility purveyor to provide adequate service to the Project, strikes, labor disputes, lockouts, acts of the public enemy, riots, insurrections, pending litigation, or governmental restrictions imposed or mandated by other governmental entities. The Parties may also extend times of performance under this Agreement in writing. In the event Owner desires to invoke these force majeure provisions, Owner shall notify City of a force majeure event within thirty (30) calendar days of the event and include a detailed description of the force majeure event and how it affects Owner's compliance with the terms of this Agreement.

14.4 Binding Effect; Covenants Run with Land. This Agreement, and all of the terms and conditions of this Agreement, shall be binding upon and inure to the benefit of the Parties, any subsequent Owner of all or any portion of the Property or the Development, and

their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property. The provisions of this Agreement shall constitute mutual covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties and all successors in interest to the Parties for the term of this Agreement.

14.5 Relationship of Parties. The Parties acknowledge that, in entering into and performing this Agreement, each of the Parties is acting as an independent entity and not as an agent of the other in any respect. The Parties renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with the Development of the Property shall be construed as making the Parties joint ventures or partners.

14.6 Agreement Not to Benefit Third Parties. This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement.

14.7 Nonliability of City Officers and Employees. No City official, officer, employee, agent, or representative, acting in his or her official capacity, shall be personally liable to Owner, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection with this Agreement, or for any act or omission on City's part.

14.8 Covenant Against Discrimination. The Parties covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification as defined by California or Federal law, in the performance of this Agreement. Owner shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Section 12101 *et seq.*).

14.9 No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section 14.9. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided in this Agreement. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions of this Agreement.

14.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that

the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

14.11 Construction. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, the masculine gender includes the feminine and vice versa, “shall” is mandatory, and “may” is permissive.

14.12 Attorneys’ Fees. If legal action is brought by either Party against the other for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement, the prevailing Party shall be entitled to an award of its costs, including reasonable attorneys’ fees. Attorneys’ fees under this Section 14.12 shall include attorneys’ fees on any appeal and, in addition, a Party entitled to attorneys’ fees shall be entitled to all other reasonable costs and expenses, including, without limitation, reasonable expert witness fees, incurred in connection with such action. In addition to the foregoing award of attorneys’ fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys’ fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14.13 Recordation. This Agreement shall be recorded by City with the County Recorder of Riverside County. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

14.14 Captions and References. The captions of the sections of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference in this Agreement to a section or exhibit are the sections and exhibits of this Agreement.

14.15 Time of Essence. Time is of the essence in the performance of this Agreement and for each and every term and condition of this Agreement as to which time is an element.

14.16 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

14.17 Exhibits. Exhibits A – g, identified as follows, are attached to this Agreement and are incorporated into this Agreement as though set forth in full:

Exhibit A      Legal Description of Property

Exhibit B      Site Map

Exhibit C      Template Agreement for Acquisition of Property Government Code Section 66462.5

Exhibit D      DIF Schedule for Ten Years After Effective Date

Exhibit E      Maintenance CFD Units of Benefit by Land Use

Exhibit F      Permitted and Conditionally Permitted Uses in Commercial Area

14.18 Counterpart Signature Pages. The Parties may execute this Agreement in counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such shall constitute one and the same Agreement.

14.19 Owner's Representations. Owner warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Owner is formally bound to the provisions of this Agreement; (iv) Owner's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Owner is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Owner is aware that could prevent Owner from entering into or performing its obligations set forth in this Agreement.

14.20 No Brokers. Each Party represents to the other Party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees that may accrue by means of this Agreement, and shall hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

14.21 Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, subject to Section 4.2, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.

14.22 Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising under this Agreement shall be governed and interpreted in accordance with the laws of the State of California. The Parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, this Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

14.23 Joint and Several Liability. Except as provided below, at any time there is more than one Owner, no breach of this Agreement by an Owner shall constitute a breach by any other Owner. Any remedy, obligation or liability, including, without limitation, the obligations

to defend and indemnify the City, arising by reason of such breach, shall be applicable solely to Owner that committed the breach. However, City shall send a copy of any notice of violation to all Owners, including those not in breach. In addition, a default by a Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Owner's rights under this Agreement with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between City and a Transferee shall only affect the portion of the Property owned by such Transferee, and only the Project Approvals which solely apply to such Transferee. Notwithstanding the foregoing provisions of this Section 14.23, the Owner shall be jointly and severally liable for the obligations to construct the Public Improvements for the Project as provided in the Project Approvals and to comply with the Community Facilities District obligations described in Sections 5.7 and 6.5.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**“OWNER”**

**THE CHRIS MCCABE TRUST CREATED  
BY THE ANTHONY P. VERNOLA  
TRUST U/D/T/ DATED OCTOBER 18,  
2000**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Trustee

**BELLATERA INVESTMENTS PA 13,  
LLC, a California limited liability company**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: \_\_\_\_\_

**BOOMER INVESTMENTS PA 13, LLC,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Frank Vernola  
Title: \_\_\_\_\_

**SHELLINA INVESTMENTS PA 13,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Rachelle Bolin  
Title: \_\_\_\_\_

**SKY COUNTRY INVESTMENT  
CO./EAST, LLC, a California limited  
liability company**

By: \_\_\_\_\_  
Name: Richard Bondar  
Title: Manager Member

By: \_\_\_\_\_  
Name: Agnes Vanderdussen  
Title: Manager Member

By: \_\_\_\_\_  
Name: Ronald Pietersma  
Title: Manager Member

**ANTHONY P. VERNOLA TRUST DATED  
OCTOBER 18, 2000**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Trustee

**PATRICK AND MARY ANN VERNOLA  
TRUST-MARITAL TRUST**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Successor Trustee

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

**“CITY ”**

**CITY OF JURUPA VALLEY, a California  
municipal corporation**

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Chris Barajas, Mayor

ATTEST:

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Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON

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Peter M. Thorson, City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**SITE MAP**

**EXHIBIT C**  
**TEMPLATE AGREEMENT FOR ACQUISITION OF PROPERTY**  
**GOVERNMENT CODE SECTION 66462.5**

**AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462.5**  
**(\_\_\_\_\_ PROJECT)**

**This Agreement** for acquisition of real property pursuant to Government Code section 66462.5 is made and entered into as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, \_\_\_\_\_ (“Owner” hereinafter) and the City OF JURUPA VALLEY, a municipal corporation (“City” hereinafter). Owner and City are referred to jointly below as “parties.” In consideration of the recitals of facts and purposes, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The parties hereto acknowledge and agree that this Agreement is made with respect to the following facts and purposes that each agrees to be true and correct.

A. On \_\_\_\_\_, the City Council adopted Ordinance No. 2023-\_\_\_\_ approving a Development Agreement between Owner and City for the Owner’s Project within the City (“Development Agreement”). All capitalized terms in this Agreement shall have the same definitions as described in the Development Agreement, including, without limitation, Property, Project, and Project Approvals.

B. To facilitate the orderly development of the Project through the Project Approvals on the Property the Owner will be required to construct certain Public Improvements. Satisfaction of such conditions of the Development Approvals, however, involves real property that is neither owned by Owner or City (the “Off-Site Property” hereinafter). A legal description and map depiction of the Off-Site Property required to satisfy the condition of approval is attached hereto as Exhibit 1, and incorporated herein by this reference as though set forth in full.

C. Pursuant to California Government Code section 66462.5 and Section 4.9 of the Development Agreement, when a condition of a subdivision map approval or a development agreement requires the installation or construction of improvements on Off-Site Property not owned or controlled by the Owner, and title cannot be obtained by negotiated purchase, a city is required to commence proceedings to acquire Off-Site Property by eminent domain or such off-site improvement conditions will be waived. Pursuant to said section 66462.5, a city and an Owner may enter into an agreement to allocate the costs and responsibilities for acquisition of such Off-Site Property.

D. Owner has recorded or intends to record Tract Map No. \_\_\_\_\_ and, under a separate subdivision improvement agreement, has agreed (and posted security) to undertake and complete all required public improvements set forth in \_\_\_\_\_, including \_\_\_\_\_ said Off-Site Property, following recordation of Tract Map No. \_\_\_\_\_.

E. City has been provided credible evidence that Owner has made a good faith effort to acquire the Off-Site Property but has been unable to do so by negotiated purchase;

F. California Government Code Section 40404 and California Code of Civil Procedure Sections 1230.010 et seq. authorizes City to acquire by eminent domain any and all property necessary for \_\_\_\_\_ purposes;

G. The City must comply with Relocation Assistance Act, Government Code Sections 7260 et seq., and the Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and their implementing regulations, in acquiring property for public improvements (“Public Land Acquisition Statutes”).

H. To facilitate the satisfaction of the condition of approval, City and Owner now mutually desire to enter into this Agreement under Government Code Section 66462.5 concerning acquisition of the Off-Site Property and to allocate responsibility between the respective parties; and

I. This Agreement is solely made in furtherance of the authority granted under Government Code Section 66462.5 and Section 4.9 of the Development Agreement. The parties recognize that City cannot exercise its power of eminent domain until all legally required preconditions under the Land Acquisition Statutes, including a Resolution of Necessity have been lawfully adopted by the City Council of the City pursuant to law. This Agreement is neither a commitment nor an announcement of an intent by City to acquire any or all of the Off-Site Property that may be identified in this Agreement. In the event City elects to commence an action after the required public hearing on the Resolution of Necessity, then City shall cause the eminent domain action for the acquisition of the specified interest or interests (whether fee, leasehold or otherwise) in and to the Off-Site Property to be filed and expeditiously processed to completion by and through the use of City’s power of eminent domain.

2. **City Acquisition of Off-Site Property.** Subject to Owner’s timely and continuous performance of all elements of this Agreement and the Development Agreement, City shall cause an action pursuant to the Land Acquisition Statutes to be pursued to completion for the acquisition of the Off-Site Property using legal counsel and consultants of City’s reasonable selection. Owner agrees City’s selected legal counsel is not representing Owner in any capacity and further that Owner is not a third party beneficiary under the engagement agreement between City and City’s selected legal counsel.

3. **Owner Responsible for All Costs of Acquisition.** Owner shall be solely responsible for all Off-Site Property acquisition costs, which shall include, but not be limited to, the costs of title reports and/or litigation guarantees, litigation expenses, court costs, attorneys’ fees, deposits necessary to take immediate possession of any such interest, deposits reflecting verdicts as to the value of any such interest necessary to obtain any final order or orders of condemnation, any sum paid as and for a settlement of any suit filed by City pursuant to this Agreement, payments for land and improvements on the land, severance damages, fixtures and equipment payments, payments for loss of business goodwill, relocation benefits, precondemnation damages, relocation expenses, abandonment damages, Off-Site Property owners’ statutory costs and litigation expenses authorized by the Eminent Domain Law, codified as Code of Civil Procedure

Section 1230.010, et seq. (Eminent Domain Law), Public Land Acquisition Statutes and any and all fees, costs and expenses arising from or related to any of the foregoing items, actions, and proceedings. No settlement of an action brought by City to acquire Off-Site Property or arising from City's action(s) shall be effective without Owner first providing its written approval thereof to City, which approval shall not be unreasonably withheld.

4. **Limitations on City's Ability to Acquire Off-Site Property; Time Waiver.** The parties hereto recognize that if the City Council, in its discretion, adopts a Resolution of Necessity and authorizes the filing of an eminent domain proceeding, the City may not be able to obtain the fee title to the Property within the time set forth in Government Code section 66462.5 and in recognition of this potential circumstance the parties hereby waive the time requirements for action by the City set forth in Government Code Section 66462.5.

5. **Deposit of Costs.** Concurrently with the execution of this Agreement by City, Owner shall deliver to City the sum of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). City agrees to deposit said sum in a separate City account ("Acquisition Fund") and to use the principal sum, and any interest earned thereon, in furtherance of satisfying the costs specified in this Agreement, other than the unsatisfied costs identified in this paragraph.

A. City shall, on a monthly basis, or as often as City deems necessary, provide Owner with an accounting of disbursements from the Acquisition Fund established pursuant to paragraph 5, above. In the event disbursements reduce the balance of the fund to Five Thousand Dollars (\$5,000.00) or less, Owner, five (5) business days following a written request of City, shall deliver to City such additional monies as are necessary to maintain the balance in the Acquisition Fund at \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00).

B. In addition to its deposits to the Acquisition Fund, Owner agrees to deliver to City, promptly upon demand by City, the entire amount City determines is required by the Eminent Domain Law ("Deposit Amount"), which amount City will deposit under Code of Civil Procedure sections 1255.010, et seq. if City and Owner agree that City should seek prejudgment possession of the Off-Site Property. If the City's expert valuation witness determines at the date of exchange of valuation data under Code of Civil Procedure section 1258.220 that the fair market value of the Off-Site Property is higher than the Deposit Amount, Owner shall deliver this additional amount to City upon five (5) business days written notice by City or as ordered by any court of competent jurisdiction. City shall promptly deposit this additional amount with the Court.

C. If for any reason Owner fails to maintain the Acquisition Fund balance referenced in this paragraph, or fails to provide the monies as required by this paragraph, City may utilize and draw down all or any portion of the improvement security deposited pursuant to the separate subdivision improvement agreement to pay any of the costs and expenses referenced herein for acquisition of the Off-Site Property. City shall not commence any activity under or in furtherance of this Agreement until Owner provides City and City agrees with and approves a written acknowledgment from both the Owner and the person, firm, or entity who has provided the referenced security that: (i) the City may make demand on the security for the purposes described in this Agreement; (ii) the surety will promptly pay such monies to City upon City's demand and (iii) the amount of the security deposit is adequate to fund both the anticipated



physical improvements under the map and the anticipated costs of acquisition pursuant to this Agreement.

D. When any eminent domain action which was commenced pursuant to this Agreement is concluded, City shall remit to Owner the balance of the Acquisition Fund within sixty (60) days after full payment of just compensation, costs and all applicable litigation expenses have been made to Off-Site Property owners. Additionally, City shall expeditiously withdraw any funds remaining on deposit with the Court and disburse the same to Owner once a final order of condemnation or a dismissal of the eminent domain action is entered by the Court.

6. **Owner Acquisition of Property.** If Owner should independently acquire all or any portion of the Off-Site Property by negotiated purchase after an eminent domain action is filed by the City, Owner shall immediately notify City of the acquisition. After Owner obtains fee title to the subject interest City shall move to abandon all or any unnecessary part of the action relating to the property acquired by negotiation. If a complete or partial abandonment is filed, Owner shall bear any and all costs, expenses and/or damages related thereto, including, but not limited to, any condemnee's recoverable costs and/or recoverable attorneys' fees pursuant to Code of Civil Procedure Section 1268.610, et seq.

7. **General.**

A. Notices. Any and all notices, requests or other communications required or permitted to be given under this Agreement or by reason of this Agreement shall be in writing and shall be deemed to have been given when: (i) delivered in person or by courier or overnight delivery service; or (ii) five (5) business days after mailing, by certified or registered mail, return receipt requested, to the parties at the following addresses or any such other address or addresses as the parties may, from time to time, designate in writing in the manner herein specified:

City : City OF JURUPA VALLEY  
8930 Limonite Avenue  
Jurupa Valley, CA 92589  
Attention: City Manager

With a copy to:  
RICHARDS, WATSON & GERSHON  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071-3101  
Attention: Mr. Peter M. Thorson, City Attorney

Owner:

With a copy to:  
  
Allen Matkins Leck Gamble  
Mallory & Natsis LLP  
2010 Main Street, Suite 800  
Irvine, CA 92614  
Attn: John C. Condas, Esq.

B. Further Cooperation. Each party to this Agreement agrees to cooperate by performing any further acts and by executing and delivering any and all additional monies, items, or documents which may be reasonably necessary to carry out the terms and provisions of this Agreement, and each party to this Agreement agrees that it will not act in any manner whatsoever which would hinder, impede, interfere or prohibit or make more onerous or difficult the performance of the other party hereto under this Agreement.

C. Amendment. No amendment to this Agreement shall be effective unless first provided in writing and executed by the parties hereto.

D. No Agency or Joint Venture. The terms and provisions of this Agreement shall not cause the parties hereto or any of each parties' agents, consultants, contractors or other providers of professional services to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligation, loss, charge or expense of the other party to this Agreement.

E. Time of Essence. Time is expressly made of the essence of each and every provision of this Agreement.

F. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignees.

G. Remedies. No remedy or election hereunder shall be deemed to be exclusive but shall, wherever possible, be cumulative with all other remedies at or in equity.

H. Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Riverside County, California.

**IN WITNESS WHEREOF**, the parties hereof have executed and entered into this Agreement as of the date set forth above.

**Owner**

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

Title:

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

Title:

**OWNER'S SIGNATURES**

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

**EXHIBIT 1**

**LEGAL DESCRIPTION AND MAP DEPICTION OF THE OFF-SITE PROPERTY**

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**EXHIBIT D**  
**CITY DEVELOPMENT IMPACT FEE SCHEDULE FOR TEN YEARS FOLLOWING**  
**EFFECTIVE DATE OF DEVELOPMENT AGREEMENT**

**[Does not include TUMF, MSHCP Fees or Mira Loma RBBD fees]**

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## EXHIBIT E

### MAINTENANCE CFD UNITS OF BENEFIT BY LAND USE

| <b>Land Use Type</b>                             | <b>Benefit Unit(s)</b>   |
|--|--------------------------|
| Residential Property                             | One (1) Per Unit         |
| Multifamily Residential Property- Medium Density | Six tenths (0.6) / Unit  |
| Multifamily Residential Property- High Density   | Four tenths (0.4) / Unit |
| Business Park Property                           | Five (5) / Acre          |
| Commercial Retail Property                       | Five (5) / Acre          |
| Commercial Other Property                        | Five (5) / Acre          |
| Light Industrial Property                        | Two (2) / Acre           |
| Heavy Industrial Property                        | Two (2) / Acre           |
| Other Non-Residential Property                   | Three (3) / Acre         |

This Exhibit sets forth the units of benefit by land use type (“Land Use Type”) which will be used to determine the special tax for maintenance based on the City Public Improvements to be maintained by the City and the size and components of those improvements (“Benefit Units”). Pursuant to Section 6.5.2, parcels of Taxable Property (as defined in the Rate and Method of Apportionment for such maintenance CFD) shall be assigned the appropriate Benefit Unit(s) contained in the Table above based upon each Parcel’s assignment to the appropriate Land Use Type. The cost per Benefit Unit shall be calculated based upon the total budget for required maintenance (including but not limited to actual costs, reserves, contingency, administration, and County fees), divided by the total number of Benefit Units for Taxable Property. The Special Tax shall be levied upon and collected from each such Parcel for each fiscal year based on the Benefit Units which are assigned to the parcel as a result of its assignment to the appropriate Land Use Type.

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## EXHIBIT G

### PERMITTED AND CONDITIONALLY PERMITTED USES IN COMMERCIAL AREA

#### CHAPTER 9.125. C-P-S ZONE (SCENIC HIGHWAY COMMERCIAL)

##### Sec. 9.125.010. Scope.

The provisions of this chapter shall apply in all C-P-S Zones.

##### Sec. 9.125.020. Uses permitted.

- A. The following uses are permitted only in enclosed buildings with not more than two hundred (200) square feet of outside storage or display of materials appurtenant to such use, provided a site development permit shall have been approved pursuant to the provisions of Section 9.240.330:
- (1) Ambulance services.
  - (2) Antique shops.
  - (3) Appliance stores, household.
  - (4) Art supply shops and studios.
  - (5) Auditoriums and conference rooms.
  - (6) Automobile parts and supply stores.
  - (7) Bakery goods distributors.
  - (8) Bakery shops, including baking only when incidental to retail sales on the premises.
  - (9) Banks and financial institutions.
  - (10) Barber and beauty shops.
  - (11) Bicycle sales and rentals.
  - (12) Billiard and pool halls.
  - (13) Blueprint and duplicating services.
  - (14) Book stores and binders.
  - (15) Bowling alleys.
  - (16) Catering services.
  - (17) Ceramic sales and manufacturing for on-site sales, provided the total volume of kiln space does not exceed sixteen (16) cubic feet.
  - (18) Cleaning and dyeing shops.
  - (19) Clothing stores.
  - (20) Confectionery or candy stores.
  - (21) Costume design studios.
  - ~~(22) Dance halls.~~
  - (23) Delicatessens.
  - (24) Department stores.
  - (25) Drug stores.
  - (26) Dry goods stores.
  - ~~(27) Electrical substations.~~
  - (28) Employment agencies.
  - ~~(29) Escort bureaus.~~

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- (30) Feed and grain sales.
  - ~~(31) Fishing and casting pools.~~
  - (32) Florist shops.
  - (33) Food markets and frozen food lockers.
  - (34) Gift shops.
  - (35) Hardware stores.
  - (36) Household goods sales and repair, including, but not limited to, new and used appliances, furniture, carpets, draperies, lamps, radios, and television sets, including repair thereof.
  - (37) Hobby shops.
  - (38) Ice cream shops.
  - (39) Ice sales, not including ice plants.
  - (40) Interior decorating shops.
  - (41) Jewelry stores with incidental repairs.
  - (42) Labor temples.
  - (43) Laboratories, film, dental, medical, research or testing.
  - (44) Laundries and laundromats.
  - (45) Leather goods stores.
  - (46) Locksmith shops.
  - ~~(47) Mail order businesses.~~
  - ~~(48) Manufacturer's agent.~~
  - (49) Market, food, wholesale or jobber.
  - ~~(50) Massage parlors,~~ Turkish baths, health centers and similar personal service establishments.
  - (51) Meat markets, not including slaughtering.
  - ~~(52) Mimeographing and addressograph services.~~
  - (53) Mobilehomes, provided they are kept mobile and licensed pursuant to state law, use for:
    - (a) Construction offices and caretaker's quarters on construction sites for the duration of a valid building permit, providing they are inconspicuously located.
    - ~~(b) Agricultural worker employment offices for a maximum of ninety (90) days in any calendar year.~~
    - ~~(c) Caretakers or watchmen and their families provided no rent is paid, where a permitted and existing commercial use is established. Not more than one (1) mobilehome shall be allowed for a parcel of land or a shopping center complex.~~
  - (54) Music stores.
  - (55) News stores.
  - (56) Notions or novelty stores.
  - (57) Nurseries and garden supply stores.
  - (58) Offices, business.
  - (59) One on-site operator's residence, which may be located in a commercial building.
  - (60) Paint and wall paper stores, not including paint contractors.
  - ~~(61) Parking lots and parking structures.~~
  - ~~(62) Pawn shops.~~
  - (63) Pet shops and pet supply shops.
  - (64) Photography shops and studios and photo engraving.
  - (65) Plumbing shops, not including plumbing contractors.
  - (66) Poultry markets, not including slaughtering or live sales.
  - (67) Printers or publishers.
  - (68) Produce markets.
  - (69) Radio and television broadcasting studios.



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- (70)Recording studios.
  - (71)Refreshment stands.
  - (72)Restaurants and other eating establishments without drive thru.
  - (73)Schools, business and professional, including art, barber, beauty, dance, drama, music and swimming.
  - (74)Shoe stores and repair shops.
  - (75)Shoeshine stands.
  - (76)Signs, on-site advertising.
  - (77)Sporting goods stores.
  - ~~(78)Stained glass assembly.~~
  - (79)Stationery stores.
  - ~~(80)Stations, bus, railroad and taxi.~~
  - ~~(81)Taxidermist.~~
  - (82)Tailor shops.
  - ~~(83)Telephone exchanges.~~
  - (84)Theaters, not including drive-ins.
  - (85)Tobacco shops.
  - (86)Tourist information centers.
  - (87)Toy shops.
  - (88)Travel agencies.
  - (89)Typewriter sales and rental and incidental repairs.
  - (90)Watch repair shops.
  - ~~(91)Wedding chapels.~~
  - (92)Wholesale businesses with samples on the premises, but not to include storage.
  - ~~(93)Recycling collection facilities.~~
  - ~~(94)Gasoline service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.~~
  - ~~(95)Golf cart sales and service.~~
  - (96)Hotels, resort hotels and motels.
  - (97)Day care centers.
  - ~~(98)Convenience stores, not including the sale of motor vehicle fuel.~~
  - (99)Churches, temples and other places of religious worship.

- B. Uses permitted by conditional use permit. The following uses are permitted, provided a conditional use permit has been granted pursuant to the provisions of Section 9.240.280 of the Jurupa Valley Municipal Code:

- ~~(1) Automobile repair garages, body shops, spray painting shops.~~
- (2) Automobile sales and rental agencies.
- (3) Boat sales, rentals and services.
- (4) Car washes.
- ~~(5) Drive-in theaters.~~
- ~~(6) Equipment rental services, including rototillers, power mowers, sanders, power saws, cement and plaster mixers not exceeding twenty (20) cubic feet in capacity and other similar equipment.~~
- ~~(7) Heliports.~~
- ~~(8) Liquid petroleum service stations, with or without the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons pursuant to Section 9.240.490, excluding truck stops/travel centers.~~

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~~(9) Mortuaries.~~

~~(10) Sale, rental, repair, or demonstration of motorcycles, scooters or motorbikes of two (2) horsepower or greater.~~

(11) Animal hospitals.

(12) Sports and recreational facilities, not including motor-driven vehicles and riding academies, but including archery ranges, athletic fields, beaches, golf driving ranges, gymnasiums, miniature golf, parks, playgrounds, sports arenas, skating rinks, stadiums, and commercial swimming pools.

~~(13) Tire recapping.~~

(14) Tire sales and services, not including recapping.

~~(15) Trailer and boat storage.~~

~~(16) Travel trailers, mobile homes and recreational vehicles sales and service.~~

~~(17) Truck sales and services.~~

~~(18) Trucks and trailers; the rental of trucks not over nineteen thousand, five hundred (19,500) pounds gross weight, with body not to exceed twenty-two (22) feet in length from the back of the cab to the end of the body; and the rental of trailers not exceeding six (6) feet in width or twenty-two (22) feet in length.~~

~~(19) Underground bulk fuel storage.~~

(20) All uses permitted in subsection (A) of this section that have more than two hundred (200) square feet of outside storage or display of materials.

(21) ~~Gasoline service stations,~~ Automobile Fueling Stations (as defined in 9.240.050 of the Jurupa Valley Municipal Code) with the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.

(22) Automobile fueling station as defined in Section 9.240.050 of the Jurupa Valley Municipal Code.

~~(2223) Convenience stores, including the sale of motor vehicle fuel.~~

(24) Billiard and pool halls, bowling alleys, dance halls, restaurants, theaters (not including drive-ins) hotels, resort hotels, sports and recreational facilities (including motor vehicle races) archery ranges, golf driving ranges, sports arenas, skating rinks, and stadiums with alcoholic beverage sales for on-premises consumption and markets, and convenience stores with the sale of alcoholic beverages for off-premises consumption pursuant to the provisions of Section 9.240.490.

(25) Parking lots and parking structures.

(26) Dance Halls.

(27) Electrical substations.

(28) Massage parlors.

(29) Wedding chapels.

(30) Restaurants and other eating establishments with drive-thru.

(31) Convenience stores, not including the sale of motor vehicle fuel.

- C. The uses listed in subsections A. and B. of this section do not include sex-oriented businesses as defined in Chapter 5.60, Sex Oriented Businesses, of the Jurupa Valley Municipal Code.
- D. Accessory uses. An accessory use to a permitted use is allowed, provided the accessory use is established on the same lot or parcel of land, and is incidental to, and consistent with the character of the permitted principal use, including, but not limited to, limited manufacturing, fabricating, processing, packaging, treating and incidental storage related thereto, provided any such activity shall be in the same line of merchandise or service as the trade or service business conducted on the premises and providing any such related activity does not exceed any of the following restrictions:

- 
- (1) The maximum gross floor area of the building permitted to be devoted to such accessory use shall be twenty-five (25) percent.
  - (2) The maximum total horsepower of all electric motors used in connection with such accessory use shall be five (5) horsepower.
  - (3) The accessory use shall be so conducted that noise, vibration, dust, odor, and all other objectionable factors shall be reduced to the extent that there will be no annoyance to persons outside the premises. Such accessory use shall be located not nearer than fifty (50) feet to any residential zone.
  - (4) Accessory uses shall be conducted wholly within a completely enclosed building.
- E. Any use that is not specifically listed in subsections A. and B. of this section may be considered a permitted or conditionally permitted use, provided that the Community Development Director finds that the proposed use is substantially the same in character and intensity as those listed in the designated subsections. Such a use is subject to the permit process which governs the category in which it falls.
- F. It is the intent of the City Council that a legally established pre-existing land use of an occupied property shall not assume a nonconforming status as a result of the adoption of the 2017 General Plan and the concurrent or subsequent adoption of a change of zone for consistency with the 2017 General Plan. Any pre-existing use certified pursuant to Section [9.240.080] that is not specifically listed in subsections a. and b. shall be considered a permitted or conditionally permitted use the same as provided for such use under the zoning classification of the subject property prior to the adoption of the new zoning classification concurrent with, or subsequent to, the effective date of City Council Resolution No. 2017-14[A3] adopting the 2017 General Plan. The expansion of significant modification of such a pre-existing use shall be subject to the approval process and zoning requirements that had governed the category of use in which it fell under the prior zoning classification. However, nothing in this subsection shall be construed to mean that a site development permit or conditional use permit is required to continue such pre-existing use.

#### **Sec. 9.125.030. Planned commercial development.**

Planned commercial developments are permitted, provided a land division is approved pursuant to the provisions of Title 7.

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**Sec. 9.125.040. Development standards.**

The following shall be the standards of development in the C-P-S Zones:

- (1) There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.
- (2) There are no yard requirements for buildings which do not exceed thirty-five (35) feet in height, except as required for specific plans. Any portion of a building which exceeds thirty-five (35) feet in height shall be set back from the front, rear and side lot lines not less than two (2) feet for each foot by which the height exceeds thirty-five (35) feet. The front setback shall be measured from the existing street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line or from an existing adjacent street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line.
- (3) No 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 or structure exceed seventy-five (75) 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.
- (5) All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of one thousand, three hundred and twenty (1,320) feet.

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 11.H

### **AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE CITY RECORDS**

---

## **RECOMMENDATION**

- 1) That the City Council adopt Resolution No. 2024-01, entitled:

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

## **BACKGROUND**

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

## **ANALYSIS**

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

## OTHER INFORMATION

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

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

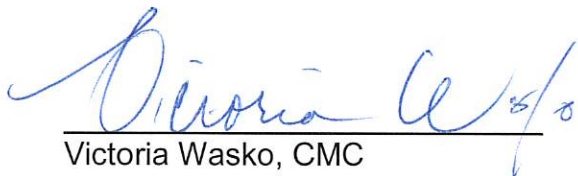
## FINANCIAL IMPACT

There is no fiscal impact.

## ALTERNATIVES

1. Decline to adopt the resolution at this time.

Prepared by:



Victoria Wasko, CMC  
City Clerk

Submitted by:



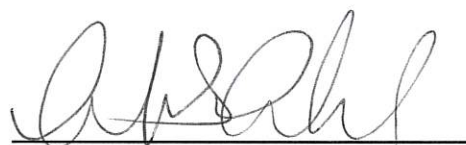
Rod B. Butler  
City Manager

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Michael Flad  
Assistant City Manager

Reviewed by:



Peter M. Thorson  
City Attorney

## Attachments:

1. Resolution No. 2024-01
2. Exhibit A – List of Obsolete City Records Scheduled for Destruction

**RESOLUTION NO. 2024-01**

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

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

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

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

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

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

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

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

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

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

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

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

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

---

Peter M. Thorson  
City Attorney  
City of Jurupa Valley

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 18<sup>th</sup> day of January, 2024.

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Guillermo Silva  
Mayor

ATTEST:

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Victoria Wasko, CMC  
City Clerk



**CERTIFICATION**

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

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2024-01 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 18<sup>th</sup> day of January, 2024, by the following votes, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 18<sup>th</sup> day of January, 2024.

---

Victoria Wasko, City Clerk  
City of Jurupa Valley

**Exhibit A**

**City of Jurupa Valley**

**City Clerk's Office**

**List of Records Scheduled for Destruction in CY 2024**

**City of Jurupa Valley  
City Clerk's Office  
List of Records Scheduled for Destruction in CY 2024**

**Recorded Series File Number 100-02 – Contracts and Agreements  
Retention: Closed, plus 5 years. Scan for reference**

|  |                   |
|--|-------------------|
| IK Consulting                            | Expired 7/09/2018 |
| IK Consulting, 1 <sup>st</sup> Amendment | Expired 9/01/2019 |

**Record Series File Number 120-02 – City Council Agendas (Scanned in City Clerk's Permanent Records)  
Retention Completed, plus 2 years. Scan for reference**

City Council Agendas 2021

**Record Series File Number 120-05 – City Council Speaker Cards  
Retention: Completed, plus 2 years  
Information is in the Minutes**

City Council Speaker Cards 2021

**Record Series File Number 150-01 – Expired Certificates of Liability Insurance)  
Retention: Current, plus 2 years or the duration of the project**

|  |            |
|--|------------|
| CIPA and City of Brea                  | 2021       |
| Chrisp Company                         | 2020, 2021 |
| Data Ticket, Inc.                      | 2021       |
| Dudek                                  | 2020       |
| ECS Imaging, Inc.                      | 2021       |
| Engineering Resources of So. Cal. Inc. | 2021       |
| Epic Land Solutions, Inc.              | 2021       |
| Falcon Engineering Services, Inc.      | 2021       |

|  |             |
|--|-------------|
| GRC & Associates Inc.                      | 2020, 2021  |
| HR Green & Pacific Inc.                    | 2021        |
| Kosmont & Associates, Inc.                 | 2021        |
| KTU+A Planning & Landscape<br>Architecture | 2020        |
| LaBelle Marvin, Inc.                       | 2021        |
| Lockwood, Andrews & Newnam, Inc.           | 2020, 2021  |
| LOR Geotechnical Group, Inc.               | 2021        |
| Municipal Code Corporation                 | 2018 – 2021 |
| Path of Life Ministries                    | 2020 – 2021 |
| Ramboll Holdings, Inc.                     | 2021        |
| Reach Out West End                         | 2021        |
| Revenue & Cost Specialists, LLC            | 2021        |
| Richards, Watson & Gershon                 | 2021        |
| Santa Fe Building Maintenance              | 2021        |
| Softscapes Corporation                     | 2021        |
| Swagit Productions, Inc.                   | 2021        |
| T & B Planning, Inc.                       | 2021        |
| Untied Storm Water, Inc.                   | 2021        |
| West Coast Arborists, Inc.                 | 2021        |

**Record Series File Number 200-02 – Check/Payroll Register Agenda Reports**  
**Retention: Originals kept for 5 years**  
**Permanently stored in Laserfiche Records Depository**

Check/Payroll Registers 2021

**Record Series File Number 320-03 FPPC Forms**  
**Statements of Economic Interests – Form 700s**  
**Retention: Current, plus 7 years**

Form 700 – Sean Gill (Left Office 3/31/2015)  
Form 700 - John West (Left Office 7/13/2016)  
Form 700 – Adam Tekunoff (Left Office 3/31/2016)  
Form 700 - Orlando Givens (Left Office 3/21/2016)  
Form 700 – Brett Hamilton (Left Office 3/03/2016)  
Form 700 – Bradley Hancock (Left Office 12/15/2016)  
Form 700 – Rachel Lopez (Left Office 12/15/2016)  
Form 700 - Eduardo Guerrero (Left Office 3/31/2016)  
Form 700 – Jeffrey Hook (Left Office 3/13/2017)  
Form 700 – Robert Zavala (Left Office 1/04/2017)  
Form 700 – Franklin Johnston (Left Office 7/31/2017)  
Form 700 – Kinson Wong (Left Office 11/29/2017)  
Form 700 – Tiffany Chhan (Left Office 11/2/2017)  
Form 700 – John Thomason (Left Office 4/3/2017)

**Record Series File Number 340-04 – Claims for Damages**  
**Retention: 7 years after claim is closed or settled**

|   |                 |                    |
|---|-----------------|--------------------|
| David Ball                              | DOL: 1/17/2012  | Closed: 12/14/2016 |
| Liuaneth Leon                           | DOL: 4/25/2016  | Closed: 12/6/2016  |
| County of Riverside                     | DOL: 10/30/2016 | Closed: 11/28/2016 |
| Jodi Gandolfi                           | DOL: 1/27/2016  | Closed: 11/21/2016 |
| Sylvia Castaneda and<br>Elijah Arechigo | DOL: 7/12/2015  | Closed: 10/24/2016 |
| Edwardo Valdiva                         | DOL: 1/25/2016  | Closed: 9/20/2016  |
| Nicolas Ponce                           | DOL: 12/26/2015 | Closed: 8/17/2016  |
| Salvador & Lynn Guerrero                | DOL: 7/19/2015  | Closed: 7/20/2016  |

|                         |                 |                   |
|-------------------------|-----------------|-------------------|
| Alexandra Soto          | DOL: 11/17/2015 | Closed: 7/1/2016  |
| Timothy West            | DOL: 10/2/2015  | Closed: 6/10/2016 |
| Dennis Andrew Vlach     | DOL: 7/26/2015  | Closed: 4/4/2016  |
| Gloria Marquez          | DOL: 8/08/2015  | Closed: 6/13/2016 |
| MMMSE Lot J, LP, et al. | DOL: 7/19/2015  | Closed: 5/31/2016 |
| MidFirst Bank           | DOL: 2/22/2016  | Closed: 4/26/2016 |
| Benito Vera             | DOL: 7/26/2015  | Closed: 2/25/2016 |
| Andrew Hernandez        | DOL: 5/16/2015  | Closed: 1/19/2016 |

**Record Series File Number 540 – Streets, Alleys, Sidewalks, Street Lights**  
**Retention: Permanent – May image CIP file after Notice of Completion is file**  
**Permanently Stored in City Clerk’s Laserfiche Records Depository**

Bain Street Pavement Rehabilitation and Shoulder Improvement, #16-A.2  
 Notice of Completion 10/1/2021

Fort Fremont Alley Reconstruction – Phase1, #20105  
 Notice of Completion 6/22/2021

Lucretia Avenue Pavement Rehabilitation, #20104  
 Notice of Completion 6/22/2021

Mission Boulevard Pavement Rehabilitation – Phase 1, #20103  
 Notice of Completion 7/21/2022

Mission Boulevard Pavement Rehabilitation – Phase 2, #21103  
 Notice of Completion 10/28/2022

Pacific Avenue Street Improvement Project, #20107  
 Notice of Completion 7/12/2022

**Record Series File Number 1030-08 – Request for Records  
Retention: Completion, plus 2 years**

Public Records Act Requests and Correspondence 2021

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 11.I

**COMPLIANCE REPORT FOR AB 1600 DEVELOPMENT IMPACT FEES**

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### **RECOMMENDATION**

That the City Council receive and file the annual compliance report for Development Impact Fees.

### **BACKGROUND**

State of California Assembly Bill 1600 (AB 1600) – the Mitigation Fee Act (Gov. Code, Sections 66000 et seq.) sets forth the standards against which monetary exactions on development projects are measured.

The purpose of development impact fees is to finance the design, construction and acquisition of facilities and equipment necessary to accommodate future development within the City.

Development impact fees that are collected are segregated and placed in special funds or accounts, which earn interest. Those funds are held for the facilities for which the fees are collected, in accordance with Government Code Section 66006.

Government Code Subsection 66006 (b)(1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund;
- The amount of the fee;
- The beginning and ending balance of the account or fund;



- The amount of the fees collected and the interest earned;
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;

The attached AB 1600 Development Impact Fee reports for Fiscal Year Ended June 30, 2023 include all of the required elements.

The City Council is not required to take any action other than to receive and file the subject report.

## **FINANCIAL IMPACT**

None

## **ALTERNATIVES**

1. None. The report is required by state law.

Prepared by:



Connie Cardenas  
Administrative Services Director

Submitted by:



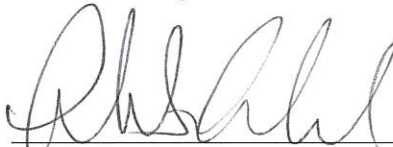
Rod B. Butler  
City Manager

Reviewed by:



Peter M. Thorson  
City Attorney

Reviewed by:



Michael Flad  
Assistant City Manager

## **Attachments:**

1. AB 1600 Development Impact Fee Report for Fiscal Year Ended June 30, 2023

**Attachments:**

1. AB 1600 Development Impact Fee Report for Fiscal Year Ended June 30, 2023

**City of Jurupa Valley**  
**Development Impact Fees (DIF) Activity**  
**For the Fiscal Year Ended June 30, 2023**

| Fund           | Description  | Data presented through June 30, 2022 (Unaudited*) |                                    |            |                  |                |
|----------------|--|---|------------------------------------|------------|------------------|----------------|
|                |  | Beginning Balance<br>7/01/2022                    | Developer Impact Fees<br>Collected | Interest   | Project Expenses | Ending Balance |
| 220            | General Government Facilities (Public Facilities)        | \$ 3,826,040                                      | \$ 130,924                         | \$ 57,240  | \$ 99,771        | \$ 3,914,433   |
| 221            | Fire Protection Facilities (Fire Facilities)             | 3,312,370   | 211,103                            | 66,631     | 18,255           | 3,571,849      |
| 222            | Circulation System Facilities (Transportation - Roads)   | 6,591,574   | 1,611,059                          | 148,396    | -                | 8,351,029      |
| 223            | Circulation System Facilities (Transportation - Signals) | 1,757,590   | 226,534                            | 37,315     | 37,020           | 1,984,419      |
| 224            | Park Facilities Improvement (Regional Parks)             | 2,097,193   | 225,175                            | 43,272     | -                | 2,365,640      |
| 225            | Park Facilities Improvement (Regional Trails)            | 862,973   | 24,520                             | 16,965     | -                | 904,458        |
| 226            | Library Collection and Computers (Library Books)         | 669,155   | 16,575                             | 14,995     | 674,913          | 25,812         |
| 227            | Park Facilities Improvement (Community Parks)            | 226,793   | -                                  | 4,362      | -                | 231,155        |
|                | Total Major Development Impact Fees Fund per CAFR        | 19,343,689  | 2,445,890                          | 389,176    | 829,959          | 21,348,796     |
| 229            | Mira Loma Road & Bridge Benefit District (MLRRBD)        | 1,958,723   | 4,518                              | 37,230     | 9,234            | 1,991,237      |
|                | Total DIF and Road & Bridge Benefit District             | \$ 21,302,412                                     | \$ 2,450,408                       | \$ 426,406 | \$ 839,193       | \$ 23,340,033  |
| Project Number | FY 2021-22 Project Expenses                              | % Funded by                                       |                                    |            |                  |                |
|                |  | Amt. Exp.   | DIF                                | Fund       |                  |                |
| 62300          | City Hall Furniture, Equipment and Building Improvements | 99,771  |                                    | 220        |                  |                |
| 62500          | Total Public Facilities                                  | 99,771  | 100%                               |            |                  |                |
| 71500          | Fire Facilities Equipment                                | 18,255  | 100%                               | 221        |                  |                |
|                | Total Fire Facilities                                    | 18,255  |                                    |            |                  |                |
|                | Total Transportation - Roads                             | -   |                                    | 222        |                  |                |
| 62318          | Pedley/Jurupa Traffic Signal 16-C.2                      | 37,020  | 100%                               | 223        |                  |                |
|                | Total Transportation - Signals                           | 37,020  |                                    |            |                  |                |
|                | Total Regional Parks                                     | -   |                                    | 224        |                  |                |
|                | Total Regional Trails                                    | -   |                                    | 225        |                  |                |
| 71500          | Remittances to Riverside County for Public Library       | 674,913   |                                    |            |                  |                |
|                | Total Library Collection and Computers                   | 674,913   | 100%                               | 226        |                  |                |
| 71400          | Riverside Dr. Widening I-15 to Wineville                 | 9,234   | 100%                               |            |                  |                |
|                | Total MLRRBD   | 9,234   |                                    | 229        |                  |                |

\* At time of staff report, Annual Comprehensive Financial Report (ACFR) was in draft status following audit fieldwork. Figures presented here are not expected to change.

**City of Jurupa Valley**  
**Development Impact Fees (DIF) Rates**  
**At June 30, 2023**

| Residential Land Use                             |  |                                   |   | Business/Commerce Land-Use              |  |                                    |                              |
|--|--|-----------------------------------|---|---|--|------------------------------------|------------------------------|
| Low Density<br>Detached<br>Dwellings<br>per unit | Medium<br>Density<br>Detached<br>Dwellings<br>per unit | Attached<br>Dwellings<br>per unit | Mobile Home<br>Dwelling Units<br>per unit | Commercial<br>Lodging Units<br>per unit | Retail/<br>Service/<br>Office<br>Uses<br>per sq ft | Business Park<br>Uses<br>per sq ft | Industrial Uses<br>per sq ft |
| \$ 141.00  | \$ 141.00  | \$ 141.00                         | \$ 141.00                                 | \$ 27.00                                | \$ 0.02  | \$ 0.02                            | \$ 0.02                      |
| \$ 672.00  | \$ 672.00  | \$ 405.00                         | \$ 955.00                                 | \$ 425.00                               | \$ 0.13  | \$ 0.38                            | \$ 0.04                      |
| \$ 3,134.00                                      | \$ 3,134.00  | \$ 1,693.00                       | \$ 1,568.00                               | \$ 1,654.00                             | \$ 5.06  | \$ 3.89                            | \$ 1.66                      |
| \$ 3,134.00                                      | \$ 3,134.00  | \$ 1,693.00                       | \$ 1,568.00                               | \$ 1,654.00                             | \$ 5.06  | \$ 3.89                            | \$ 1.66                      |
| \$ 1,423.00                                      | \$ 1,423.00  | \$ 965.00                         | \$ 1,062.00                               | \$ -                                    | \$ -   | \$ -                               | \$ -                         |
| \$ 1,423.00                                      | \$ 1,423.00  | \$ 965.00                         | \$ 1,062.00                               | \$ -                                    | \$ -   | \$ -                               | \$ -                         |
| \$ 130.00  | \$ 130.00  | \$ 88.00                          | \$ 97.00                                  | \$ -                                    | \$ -   | \$ -                               | \$ -                         |
| \$ 1,423.00                                      | \$ 1,423.00  | \$ 965.00                         | \$ 1,062.00                               | \$ -                                    | \$ -   | \$ -                               | \$ -                         |

| Mira Loma Road & Bridge Benefit District (MLRRBD) Rates at June 30, 2022                                      |         |         |         |         |                               |
|---|---------|---------|---------|---------|-------------------------------|
| TYPE  | ZONE    |         |         |         |                               |
|   | A       | B       | D       | E       |                               |
| Commercial***   | \$5,000 | \$2,652 | \$9,117 | \$5,591 | All fees per acre**           |
| Industrial/<br>Manufacturing  | \$5,000 | \$2,652 | \$9,117 | \$5,591 | All fees per acre**           |
| Multi-Family<br>Residential   | \$417   | \$612   | \$1,857 | \$1,139 | All fees per residential unit |
|   | \$1,667 | \$884   | \$2,681 | \$1,644 | All fees per residential unit |
| (***) Acreage subject to credit must be determined by Transportation for each non-residential Building Permit |         |         |         |         |                               |

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
**SUBJECT:** AGENDA ITEM NO. 11.J

**CONSIDERATION OF A PURCHASE AND SALE AGREEMENT  
BETWEEN THE CITY OF JURUPA VALLEY AND RUBIDOUX  
COMMUNITY SERVICES DISTRICT FOR THE GOLDENWEST  
BOOSTER PUMP SITE**

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### **RECOMMENDATION**

- 1) That the City Council approve the Purchase and Sale Agreement between the City of Jurupa Valley and the Rubidoux Community Services District for the Goldenwest Booster Pump Site, a portion of City-owned parcel measuring 0.28 Acres, and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

### **BACKGROUND**

Rubidoux Community Services District (“RCSD”) is responsible for the day-to-day management, maintenance, and delivery of several essential services to the community. These services include water supply, wastewater treatment, and solid waste management. The City of Jurupa Valley (“City”) has an amicable working relationship with RCSD due to RCSD’s responsibility for these community services.

RCSD currently operates a water booster station known as Goldenwest Booster Station. A water booster station, also known as a booster pump station or water pressure boosting station, is a critical component of a water distribution system designed to ensure the consistent and reliable supply of pressurized water to consumers, especially in areas with challenging topography or areas where water pressure may be insufficient. A water booster station plays a vital role in maintaining the desired pressure throughout the distribution network.

The current Goldenwest Booster Station pumps water from RCSD's Atkinson Zone to the Hunter Zone. Hunter Zone supplies water to approximately 5,200 City of Jurupa Valley residents.

RCSD received a grant to purchase an emergency generator at the Goldenwest Booster Station current site. However, upon inspection, they found that the current pump station does not have adequate space required for the emergency generator. RCSD subsequently searched for a new parcel and inquired with the City regarding purchasing the City-owned land specified in this Agreement. RCSD is requesting a 0.28 Acre (12,145 square feet) portion of City-owned parcel located at Golden West Drive north of Limonite Avenue and east of Avenue Juan Bautista (the "Property") in order to relocate and upgrade the existing Goldenwest Booster Station.

## **ANALYSIS**

Due to RCSD's responsibility for the day-to-day management, maintenance, and delivery of several essential services to the community, RCSD functions are important to maintaining the well-being and best quality of life for the community and residents of Jurupa Valley.

The proposed land is not currently in use. RCSD has agreed that the sale of the Property is subject to a use restriction for the RCSD's construction and operation of the water distribution and related facilities in connection with the RCSD's Goldenwest Booster Station.

If the purchase and sale agreement is approved, RCSD will be required to make several improvements to the Property, including:

- Construct the necessary street and related improvements on Golden West Drive in accordance with improvement plans approved by the City. This includes planting of trees and landscaping along Golden West Avenue to partially obstruct the view of the Goldenwest Booster Station and provide a more visually appealing public view.
- Install a new street light at the location identified in the improvement plans to replace the existing street light.
- Install a water meter on the Property that will service the Remainder Parcel.

The City will remain responsible for the following:

- Maintenance and weed abatement of the Remainder Parcel.
- Paying the District for the actual water consumption used by the City to provide irrigation to the Remainder Parcel.

If the sale is approved, the City will allow a currently unused parcel of land to serve a purpose benefitting the community, as the upgraded Goldenwest Booster Station will maintain and improve water pressure to several thousand Jurupa Valley residents. In addition to serving a useful purpose, the addition of the landscaping at the new Goldenwest Booster Station site will be more visually appealing to the community.

## **FINANCIAL IMPACT**

If approved, RCSD will remit payment of \$20,000.00 (Twenty Thousand Dollars) to the City. The City will continue to pay RCSD for the actual water consumption used by the City to provide irrigation to the Remainder Parcel.

## **ALTERNATIVES**

1. Do not approve the attached agreement between the City and RCSD.
2. Provide alternate direction to Staff.

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

Prepared by:

  
\_\_\_\_\_  
Brittany Gulley  
Management Aide


Reviewed by:

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

Reviewed by:

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

Reviewed by:

  
\_\_\_\_\_  
Paul Voor  
Director of Public Works/City Engineer

Reviewed by:

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

Submitted by:

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

**Attachments:**

- A. RCSD Goldenwest Booster Purchase and Sale Agreement
- B. Exhibit A – Description of Property
- C. Exhibit B – Depiction of Property
- D. Exhibit C – Description and Depiction of Remainder Parcel
- E. Exhibit D – Form of Quitclaim Deed

**PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND RUBIDOUX COMMUNITY SERVICES DISTRICT FOR SALE TO RUBIDOUX COMMUNITY SERVICES DISTRICT OF 0.28-ACRE PARCEL LOCATED BETWEEN LIMONITE AVENUE AND GOLDEN WEST AVENUE**

This Purchase and Sale Agreement Between the City of Jurupa Valley and Rubidoux Community Services District for Sale to Rubidoux Community Services District of 0.28-Acre Parcel Located Between Limonite Avenue and Golden West Avenue (Agreement) is made by and between the CITY OF JURUPA VALLEY, a municipal corporation (City) and RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under, and by virtue of, the Community Services District Law (RCSD). City and RCSD are sometimes collectively referred to below as Parties and individually as Party. This Agreement is effective on the date that it is fully executed by the Parties (Effective Date).

**RECITALS**

A. The City is the record fee owner that certain real property consisting of approximately 12,145 square feet (0.28-acres) of vacant land located in the City of Jurupa Valley, County of Riverside, State of California (Property). The Property was granted in fee to the County of Riverside pursuant to that certain Corporation Grant Deed recorded on January 17, 1961 as Document Number 4186 of Official Records of the County of Riverside. The City is the successor to the interests of the County in the Property. The Property is described more particularly on EXHIBIT A and depicted on EXHIBIT B, which are attached hereto and incorporated herein by this reference. The transfer of the Property to RCSD will result in an approximate 1.49-acre remainder parcel owned by the City, which is described and depicted more particularly on EXHIBIT C (Remainder Parcel) attached hereto and incorporated herein by this reference.

B. RCSD desires to acquire from the City and the City desires to grant to RCSD the City's interest in and to the Property for public use, namely for the construction, operation, maintenance and use of RCSD's water distribution system and related facilities, and all uses necessary or convenient thereto in connection with RCSD's construction of the RCSD Goldenwest Booster Station. RCSD's acquisition of the Property benefits the residents of the City by providing reliable potable water service to residents residing in RCSD's 1238' Hunter Pressure Zone. RCSD's potable water distribution system relies on booster pump stations to convey water supply to higher elevations in its jurisdiction. The existing Goldenwest Booster Station, located at Accessor Parcel Number (APN) 186-070-020, is nearing the end of its useful life and does not currently have a secondary source of power. Furthermore, it does not have adequate space to install a third auxiliary pump for system redundancy and has inadequate space for safely servicing the pumps. The District desires to acquire the Property from the City to replace the existing site and provide for additional space to install a secondary power source (generator) and pumps of adequate size and number for continuous and reliable potable water service to City residents served by the District in the area..

C. **NOW, THEREFORE**, in consideration of the above Recitals, the obligations set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby



acknowledged, the City and RCSD mutually agree as follows:

## AGREEMENT

### ARTICLE 1. PURCHASE AND SALE.

1.1 Recitals. All the above recitals are true and correct and are incorporated herein by this reference.

1.2 Conveyance of Property. City agrees to convey to the RCSD, and RCSD agrees to accept from the City the Property pursuant to the terms of this Agreement. The Parties agree that the sale of the Property is subject to a use restriction for RCSD's construction and operation of the water distribution and related facilities in connection with RCSD's Goldenwest Booster Station (Booster Station).

1.3 Purchase Price. The purchase price for the Property is \$20,000.00 (Twenty Thousand Dollars).

### ARTICLE 2. OBLIGATIONS OF PARTIES.

2.1 Additional Consideration and Obligations of RCSD. As additional consideration for the City's grant to RCSD of the Property for the construction of RCSD's Booster Station, RCSD agrees to the following additional consideration and acknowledges and agrees that RCSD is responsible for completing the items set forth in this Section 2.1 of Article 2, at its sole cost and expense.

(a) RCSD will secure the Property with wrought iron or steel tubular fence around the perimeter of the Property.

(b) RCSD will install landscaping on the Property as part of the construction of the Booster Station. Such landscaping will include trees to screen the Booster Station improvements from public view.

(c) RCSD will construct the necessary street and related improvements on Golden West Drive in accordance with improvement plans approved by the City.

(d) RCSD will install a new street light at the location identified in the improvement plans to replace the existing street light and restore the existing Booster Station Site. RCSD is required to restore the existing Booster Station Site within 24 months of RCSD taking the existing Booster Station out of service.

(e) RCSD will provide to the City access through the Property at a location approved by the City to allow the City access to the Remainder Parcel for maintenance and weed abatement purposes.

(f) RCSD will cause to be installed, at its sole costs and expense, a water meter on the Property that will service the Remainder Parcel. RCSD will provide the invoice for the water consumption to the City on a quarterly basis.

2.2 Obligations of City. The City agrees and acknowledges that it is responsible for the items set forth in this Section 2.2 of Article 2.

(a) City will be responsible for maintenance and weed abatement of the Remainder Parcel.

(b) City will be responsible for paying RCSD for the actual water consumption used by the City to provide irrigation to the Remainder Parcel. City agrees that it will pay the invoice for the City's water consumption relating to the Remainder Parcel within 45 days of receipt of the quarterly invoice from RCSD.

### **ARTICLE 3. ELECTION TO PROCEED WITH ESCROW AND OPENING AND CLOSE OF ESCROW.**

3.1 RCSD's Election to Open Escrow. RCSD may, in its sole discretion, open an escrow with Stewart Title Guarantee Company (Escrow Holder or Title Company) to process the real property transaction that is the subject of this Agreement. If RCSD elects to process this transaction through an escrow, RCSD will notify the City in writing of RCSD's election to open an escrow within five (5) calendar days of the Effective Date.

(a) *Opening and Close of Escrow.* If RCSD elects to process this transaction through an Escrow, the City will deliver a copy of this fully-executed Agreement to Escrow Holder within five (5) calendar days of the Effective Date. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives from the City the copy of the fully-executed Agreement. The Parties can execute the Agreement in counterparts as set forth in Section 11.8 of Article 11 below. Close of Escrow means the date on which the Quitclaim Deed (as defined in Section 3.3 of Article 3) is delivered and recorded in the Official Records of the County of Riverside. The Close of Escrow will occur after the performance of all duties and obligations that are required to take place prior to Close of Escrow. The Close of Escrow will be on the date that is not later than the first business day occurring sixty (60) calendar days after the Opening of Escrow.

3.2 Deposit of Funds in Escrow. If RCSD elects to process this transaction through an Escrow, RCSD covenants and agrees to deposit into Escrow the Purchase Price and such escrow funds as are required within five (5) business days of receiving written notice from Escrow Holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow.

3.3 Deposit of Documents in Escrow by RCSD. If RCSD elects to process this transaction through an Escrow, RCSD covenants and agrees to deposit into Escrow the following documents:

(a) *Quitclaim Deed.* The City will, within fifteen (15) calendar days after the Effective Date of this Agreement, deposit with Escrow Holder a Quitclaim Deed quitclaiming to RCSD the City's interest in and to the Property for public use, namely water distribution purposes in connection with construction of the Booster Station, and all uses necessary or convenient thereto (Quitclaim Deed) duly executed and acknowledged by the City in the form attached hereto as

EXHIBIT D, and incorporated herein by this reference. RCSD will execute the Certificate of Acceptance of the Quitclaim Deed prior to recording.

(b) *Withholding Exemption Certificate.* The City will deliver to Escrow Holder, prior to the Close of Escrow, a Withholding Exemption Certificate 593-C as contemplated by California Revenue and Taxation Code section 18862, if applicable.

(c) *Proof of Authorization.* The Parties will deliver to Escrow such proof of their authorization to enter into this transaction as Escrow Holder may reasonably require to issue the Policy of Title Insurance discussed in Article 5 below.

3.4 Authorization to Record Documents and Disburse Funds. If RCSD elects to process this transaction through an Escrow, Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) Escrow Holder can issue in favor of RCSD a CLTA Owner's Standard Coverage Policy of Title Insurance insuring RCSD's fee interest in the Property in favor of RCSD, subject to the Permitted Title Exceptions set forth in Article 5 below;

(b) RCSD will have deposited with Escrow Holder the Purchase Price and escrow charges;

(c) Escrow Holder will have received RCSD's notice of approval or satisfaction or waiver of all of the contingencies to City's obligations hereunder, as provided for below in Article 9; and

(d) City will have deposited with Escrow Holder the executed Quitclaim Deed required by Section 3.3(a) of Article 3.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Quitclaim Deed.

3.5 Escrow Charges and Prorations.

(a) RCSD will pay for the cost of the Policy, escrow costs and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone, etc. RCSD will pay for any recording fees in connection with the Quitclaim Deed, any documentary or other local transfer taxes, and any other recording fees, if any. If the Escrow fails to close through no fault of either party, RCSD will pay all escrow-cancellation charges.

(b) All real estate taxes and assessments, if any, shall be prorated at Closing in accordance with, and to the extent set forth in, this Section based on the latest tax bill available. City will be charged with any such taxes up to, but not including, the Closing Date.

**ARTICLE 4. ELECTION NOT TO PROCEED WITH ESCROW & DEPOSIT OF GRANT DEED AND PURCHASE PRICE.**

4.1 Notification of Election Not to Proceed with Escrow. RCSD, may in its sole discretion, elect not to proceed with an escrow to process this transaction. If RCSD elects to process this transaction outside of an escrow, RCSD will notify the City of said election within five (5) business days of the Effective Date. In such case, the Parties will process this transaction pursuant to this Article 4 to effect the transfer of the Property within sixty (60) calendar days of the Effective Date.

4.2 Deposit of Purchase Price by RCSD. If RCSD elects to process this transaction outside of an escrow, RCSD will, within five (5) business days of its notice to the City under Section 4.1 of this Article 4 mail to City the Purchase Price to the following address:

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

4.3 Deposit of Quitclaim Deed by the City. Within five (5) business days of receipt from RCSD of the Purchase Price in accordance with Section 4.2 and written confirmation of the (i) RCSD's completion of the Due Diligence Activities discussed below in Article 8 or (ii) RCSD's written notice of its election not to proceed with Due Diligence Activities, the City will execute and mail to RCSD the fully executed Quitclaim Deed in substantially the form attached as EXHIBIT D hereto, and incorporated herein by this reference.

4.4 Charges. RCSD will pay for any expenses relating to the recording of the Quitclaim Deed, if any, messenger services, any documentary or other local transfer taxes.

4.5 Authorization to Record Quitclaim Deed. RCSD is authorized to record the Quitclaim Deed as soon it receives the executed Grant Deed.

## **ARTICLE 5. TITLE AND TITLE INSURANCE.**

5.1 RCSD has determined that it will request from Title Company a CLTA Owner's Standard Coverage Policy of Title Insurance insuring RCSD's fee interest in the Property in the amount of \$20,000 (Policy). Within five (5) business days of the date of receiving a fully-executed copy of this Agreement, Title Company will obtain and issue a title commitment for the Property. Title Company will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Title Company will deliver these instruments and the title commitment to City and RCSD. RCSD will pay for the cost of the Policy and any applicable endorsements. The Policy provided for pursuant to this Section 5.1 will insure RCSD's fee interest in the Property free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following exceptions (Permitted Title Exceptions):

(a) General and special real property taxes for the then current tax fiscal year that are a lien not then due and payable;

(b) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property;

(c) Any facts, rights, interests or claims that are not shown in the public records but that can be ascertained by a physical inspection of the Property;

(d) Any encroachment, physical encumbrance, easement, violation, or adverse circumstance affecting the Property that would be disclosed by a physical inspection of the Property and by an accurate and complete land survey of the Property; and

(e) Exception No. 1 through No. 20 identified in Schedule B of the Preliminary Title Report dated January 13, 2023 (Order No. 23000110064) issued for the Property by Title Company, a true and correct copy of which is attached as EXHIBIT D hereto, and incorporated herein by this reference.

#### **ARTICLE 6. RCSD'S FULL PAYMENT OF TOTAL COMPENSATION.**

6.1 Payment of Total Compensation. RCSD's payment to the City of the Purchase Price and the Additional Consideration/Obligations of RCSD set for the at Section 2.1 of Article 2 represent an all-inclusive settlement and constitute the full and complete consideration and payment of total just compensation for RCSD's acquisition of the Property.

#### **ARTICLE 7. AS-IS PURCHASE & RELEASES.**

7.1 Representations and Warranties of the Parties. Each of the Parties hereby represent and warrant to each other the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of either (i) the Close of Escrow pursuant to Article 3 or (ii) the date RCSD records the Quitclaim Deed pursuant to Article 4 above, whichever applies to this transaction based on RCSD's election under Article 3 or Article 4:

(a) Each of the Parties has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

(b) Each of the Parties has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and consummate the transaction contemplated herein.

7.2 As-Is Purchase. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.1 OF ARTICLE 7, RCSD IS PURCHASING THE PROPERTY ON AN "AS -IS", "WHERE-IS", "WITH ALL FAULTS". RCSD IS NOT RELYING ON AND THE CITY HAS NOT MADE ANY WARRANTIES OF ANY KIND OR CHARACTER WITH RESPECT TO THE ENVIRONMENTAL, SOILS, SEISMIC OR GEOTECHNICAL CONDITION OF THE PROPERTY. FURTHER, RCSD IS NOT RELYING ON, AND THE CITY HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER WITH RESPECT TO THE ENVIRONMENTAL, SOILS, SEISMIC OR GEOTECHNICAL CONDITION OF THE PROPERTY OR BASED ON THE USE OF THE PROPERTY BY ANY PREVIOUS OWNER OR OCCUPANT, INCLUDING ANY USE, GENERATION, RELEASE, DISCHARGE, STORAGE, OR DISPOSAL OF ANY HAZARDOUS WASTE, TOXIC SUBSTANCES OR RELATED MATERIALS ON, UNDER, IN OR ABOUT THE PROPERTY OR TRANSPORTATION OF ANY HAZARDOUS MATERIALS TO OR FROM THE PROPERTY

BY ANY PREVIOUS SELLER OR OCCUPANT OF THE PROPERTY. FURTHER, RCSD IS PURCHASING THE PROPERTY WITHOUT ANY WARRANTIES AS TO FITNESS OR CONDITION OR THE ABSENCE OF DEFECTS, WHETHER EXPRESS OR IMPLIED, AND RCSD EXPRESSLY WAIVES ANY WARRANTY OF FITNESS, GUARANTEE AGAINST HIDDEN OR LATENT DEFECTS, OR FITNESS OF THE PROPERTY FOR THE USE PROPOSED BY RCSD THAT MAY BE PROVIDED BY LAW IN CALIFORNIA. RCSD ACKNOWLEDGES THAT RCSD HAS READ AND UNDERSTANDS THE WAIVER OF ALL EXPRESS OR IMPLIED WARRANTIES AND IS PURCHASING THE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES.

**ARTICLE 8. DUE DILIGENCE AND RIGHT OF ENTRY.**

8.1 Due Diligence Period. During the period commencing on the Effective Date (commencement date) and ending at 5:00 p.m. 45 calendar days after said commencement date (Due Diligence Period), RCSD may inspect the Property as necessary for the purpose of making inspections and other examinations of the Property, including, but not limited to, the right to perform soil and geological tests of the Property and an environmental site assessment thereof (Due Diligence Activities). RCSD will notify the City in writing 24-hours before going on the Property. RCSD will conduct the Due Diligence Activities in connection with the Property during normal business hours. RCSD will not conduct any invasive testing or borings without the prior written notification of the City and the City's written permission of the same, which permission will not be unreasonably withheld.

8.2 Right of Entry and Indemnification. RCSD does hereby indemnify and forever save the City its officials, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all liability, loss, damages, costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Property as a result of any accident or other occurrence at the Property that is in any way connected with RCSD's Due Diligence Activities on the Property pursuant to this Section. If RCSD fails to acquire the Property due to City's default, RCSD's right to enter the Property in connection with the Due Diligence Activities will terminate upon the termination of RCSD's right to purchase the Property. In such event, RCSD will remove or cause to be removed all of RCSD's personal property, facilities, tools and equipment from the Property. If RCSD does not remove all of RCSD's personal property, facilities, tools and equipment from the Property within ten (10) business days of the date that RCSD's right to enter the Property terminates under this Section, City has the right, but not the obligation, to remove said personal property, facilities, tools and equipment from the Property. RCSD is responsible for all reasonable costs incurred by City in any such removal by City of RCSD's personal property, facilities, tools and equipment from the Property. In the event the Property is altered or disturbed in any manner in connection with RCSD's Due Diligence Activities, RCSD will immediately return the Property to as close as possible to the condition in which it existed prior to the Due Diligence Activities and, to the maximum extent allowed by law, will indemnify, defend and hold City harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses and court costs) suffered, incurred or sustained by City as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by RCSD on the Property. Additionally, prior to the commencement of any Due Diligence Activities, RCSD shall, or shall cause its agents to, maintain commercial and



general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence in commercially reasonable form and substance and RCSD shall provide the City with evidence of such coverage, including evidence that the City is an additional insured on the commercial general liability policy.

#### **ARTICLE 9. RCSD'S CONTINGENCIES.**

9.1 If RCSD elects to proceed with an Escrow pursuant to Article 3 above, the Close of Escrow and RCSD's obligation to consummate the purchase of the Property will be contingent upon and subject to the occurrence of all of the following (or RCSD's written waiver thereof, it being agreed RCSD can waive any or all such contingencies) on or before the Close of Escrow:

(a) The delivery to Escrow Holder of all documents pursuant to Section 3.3 of Article 3.

(b) Title Company's commitment to issue in favor of RCSD the Policy with liability equal to \$20,000 showing RCSD's fee interest in the Property, subject only to the Permitted Title Exceptions.

(c) RCSD's approval prior to the Close of Escrow of any environmental site assessment, soils or geological reports, or other physical inspections of the Property that RCSD might perform as part of the Due Diligence Activities prior to the Close of Escrow or RCSD's waiver of such Due Diligence activities or any environmental site assessment, soils or geological reports or physical inspections.

9.2 If RCSD elects to process this transaction outside of an Escrow pursuant to Article 4 above, RCSD's obligation to consummate the purchase of the Property will be contingent upon and subject to the occurrence of all of the following (or RCSD's written waiver thereof, it being agreed that RCSD can waive any or all such contingencies) on or before sixty (60) days from the Effective Date:

(a) The delivery of the Quitclaim Deed by the City to RCSD pursuant to Article 4.

(b) Title Company's commitment to issue in favor of RCSD the Policy with liability equal to \$20,000 showing RCSD's fee interest in the Property, subject only to the Permitted Title Exceptions.

(c) RCSD's approval of any environmental site assessment, soils or geological reports, or other physical inspections of the Property that RCSD might perform as part of the Due Diligence Activities in accordance with Article 8 or RCSD's waiver of such Due Diligence activities or any environmental site assessment, soils or geological reports or physical inspections.

#### **ARTICLE 10. NOTICES.**

10.1 All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail,

postage prepaid, certified or registered, return receipt requested, or (b) one (1) business day following deposit with an overnight carrier service. If RCSD elects to proceed with this transaction through an Escrow pursuant to Article 3, the Parties will provide a copy of all notices to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

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

COPY TO: Richards, Watson & Gershon  
Attention: Peter M. Thorson, City Attorney  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071

BUYER: Rubidoux Community Services District.  
Attention: Brian R. Laddusaw, CPA  
General Manager  
3590 Rubidoux Boulevard  
Jurupa Valley, California 92509

COPY TO: Harper & Burns, LLP  
Attention: John Harper  
453 S. Glassell Street  
Orange, California 92666

ESCROW  
HOLDER: Stewart Title Guarantee Company  
525 North Brand Boulevard  
Glendale, California 91203  
Attention: [Jimmy.Morada@stewart.com](mailto:Jimmy.Morada@stewart.com)

## **ARTICLE 11. MISCELLANEOUS.**

11.1 Amendments. Any amendments to this Agreement will be effective only when duly executed by both City and RCSD.

11.2 Further Documents. Each party will, wherever and as often as it is requested by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents, including further escrow instructions, as may reasonably be necessary in order to complete the sale, conveyance, and transfer herein provided and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as may be requested in order to carry out the intent and purpose of this Agreement.

11.3 Broker's Commissions. No brokers represented the Parties in connection with this transaction. RCSD will be solely responsible for the payment of any and all broker's commissions or similar compensation due to any broker representing RCSD, if any, and RCSD will defend,



indemnify and hold the City harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to any broker claiming it represented RCSD in connection with this transaction. Each party will defend, indemnify, and hold the other party harmless, from and against, any and all claims for any broker's commissions or similar compensation that may be payable to any other broker, finder or other person or entity (other than those described above) based upon such party's own acts. The provisions of this Section 11.3 of Article 11 will survive the Close of Escrow.

11.4 Applicable Law. This Agreement will be construed and interpreted under, and governed and enforced according to the laws of the State of California.

11.5 Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between City and RCSD, on the subject matter of this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, will be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof, RCSD and City acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise that is not contained herein will be valid or binding on RCSD or City.

11.6 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

11.7 Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Holder's general Escrow instructions.

11.8 Counterparts and Facsimile and Electronic Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes of this Agreement, facsimile and electronic signatures will be deemed to be original signatures.

11.9 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

11.10 Interpretation and Construction. Each party has reviewed this Agreement and each has had the opportunity to have its respective counsel and real estate advisors review and revise this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the

words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.11 Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

11.12 Exhibits. The exhibits and schedules attached hereto are incorporated in this Agreement by reference herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

**BUYER (RCSD)**

RUBIDOUX COMMUNITY SERVICES  
DISTRICT

**SELLER (CITY)**

CITY OF JURUPA VALLEY, a California  
municipal corporation

Dated: \_\_\_\_\_, \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Brian Laddusaw, General Manager

By: \_\_\_\_\_  
Rod Butler, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Ted Beckwith, Director of Engineering

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

**APPROVED AS TO FORM:**

Harper & Burns, LP

**APPROVED AS TO FORM:**

Richards, Watson & Gershon

By: \_\_\_\_\_  
John R. Harper, District General Counsel

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**EXHIBIT A**

**The land referred to herein is situated in the State of California, County of Riverside, City of and described as follows:**

That portion of Parcel 44 as shown by Map on file in [Book 25, Pages 66 and 67](#) of Records of Survey, Records of Riverside County, California, lying in Section 20, township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the most Northerly corner of said Parcel 44, said point being on the centerline of Golden West Avenue (60.00 feet full-width) as shown on said Record of Survey, and the beginning of a tangent curve concave Southeasterly and having a radius of 300.00 Feet, the radial line to said point bears North  $26^{\circ}57'39''$  West;

Thence Southwesterly along said curve, to the left, through a central angle of  $07^{\circ}40'00''$ , an arc distance of 40.14 feet to a point thereon, the radial line to said point bears North  $34^{\circ}37'39''$  West;

Thence leaving said centerline and along said radial line, South  $34^{\circ}37'39''$  East, a distance 27.35 feet for the true point of beginning, said point also being the beginning of a non-tangent curve concave Southeasterly and having a radius of 275.00 feet, the radial line to said point bears North  $36^{\circ}43'08''$  West;

Thence Southwesterly along said curve, to the left, through a central angle of  $35^{\circ}21'13''$ , an arc distance of 169.68 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 433.00 feet, the radial line to said point bears North  $72^{\circ}04'21''$  West;

Thence Southwesterly along said curve, to the right, through a central angle of  $08^{\circ}55'07''$ , an arc distance of 67.40 Feet;

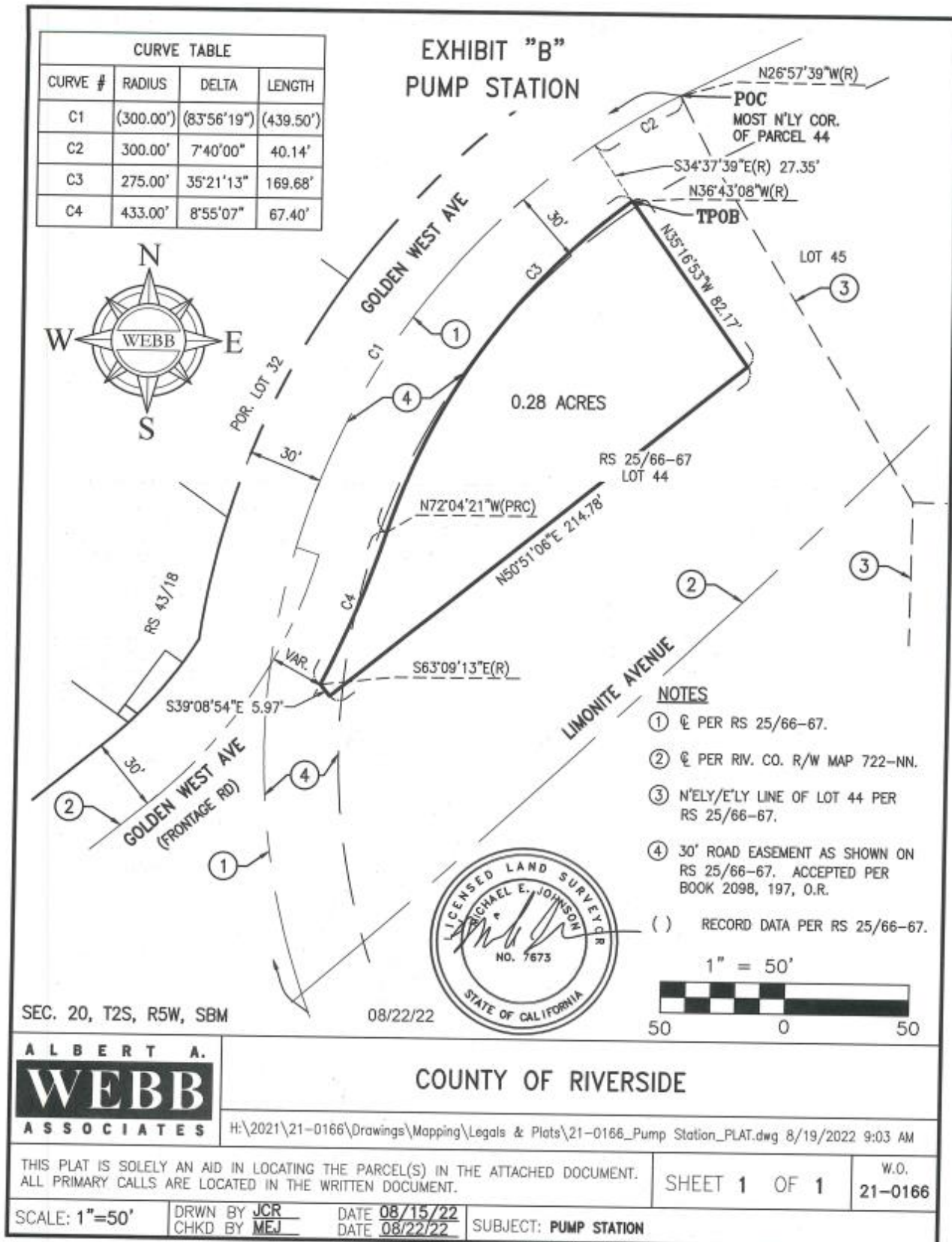
Thence South  $39^{\circ}08'54''$  East, a distance of 5.97 feet;

Thence North  $50^{\circ}51'06''$  East, a distance of 214.78 feet;

Thence North  $35^{\circ}16'53''$  West, a distance of 82.17 feet to the true point of beginning.

Containing 0.28 acres (12,142 square feet), more or less.

# **EXHIBIT B** **Depiction of Property**



**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

PARCEL 44 AS SHOWN BY MAP ON FILE IN BOOK 25, PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN,

**EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:**

**COMMENCING** AT THE MOST NORTHERLY CORNER OF SAID PARCEL 44, SAID POINT BEING ON THE CENTERLINE OF GOLDEN WEST AVENUE (60.00 FEET FULL-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY, AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 26°57'39" WEST;

**THENCE** SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°40'00", AN ARC DISTANCE OF 40.14 FEET TO A POINT THEREON, THE RADIAL LINE TO SAID POINT BEARS NORTH 34°37'39" WEST;

**THENCE** LEAVING SAID CENTERLINE AND ALONG SAID RADIAL LINE, SOUTH 34°37'39" EAST, A DISTANCE 27.35 FEET FOR THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 36°43'08" WEST;

**THENCE** SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°21'13", AN ARC DISTANCE OF 169.68 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 433.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 72°04'21" WEST;

**THENCE** SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°55'07", AN ARC DISTANCE OF 67.40 FEET;

**THENCE** SOUTH 39°08'54" EAST, A DISTANCE OF 5.97 FEET;

**THENCE** NORTH 50°51'06" EAST, A DISTANCE OF 214.78 FEET;


**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

**THENCE NORTH 35°16'53" WEST, A DISTANCE OF 82.17 FEET TO THE TRUE POINT OF BEGINNING,**

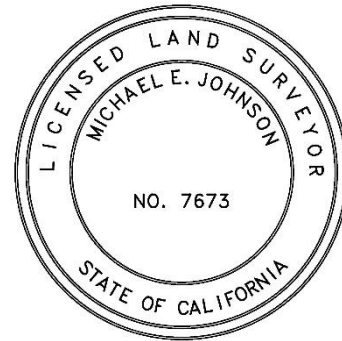
**ALSO EXCEPTING THEREFROM THAT PORTION QUITCLAIMED BY THE COUNTY OF RIVERSIDE TO THE CITY OF JURUPA VALLEY, IN THAT CERTAIN QUITCLAIM DEED RECORDED OCTOBER 14, 2016 AS DOCUMENT NO. 2016-0452377, OFFICIAL RECORDS, COUNTY OF RIVERSIDE.**

**CONTAINING 1.49 ACRES MORE OR LESS.**

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

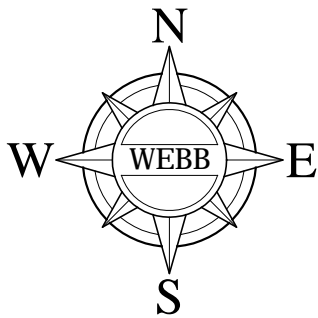
01/08/2024  
\_\_\_\_\_  
Date




Prepared By: JKA  
Checked By: MEJ

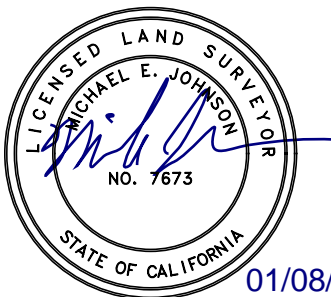
| CURVE TABLE |           |              |           |
|-------------|-----------|--------------|-----------|
| CURVE #     | RADIUS    | DELTA        | LENGTH    |
| C1          | ( 300.00) | ( 83°56'19") | ( 439.50) |
| C2          | 300.00'   | 7°40'00"     | 40.14'    |
| C3          | 275.00'   | 35°21'13"    | 169.68'   |
| C4          | 433.00'   | 8°55'07"     | 67.40'    |
| C5          | 1560.00'  | 6°16'16"     | 170.75'   |
| C6          | 5100.00'  | 2°21'14"     | 209.53'   |

( ) RECORD DATA PER RS 25/66-67.



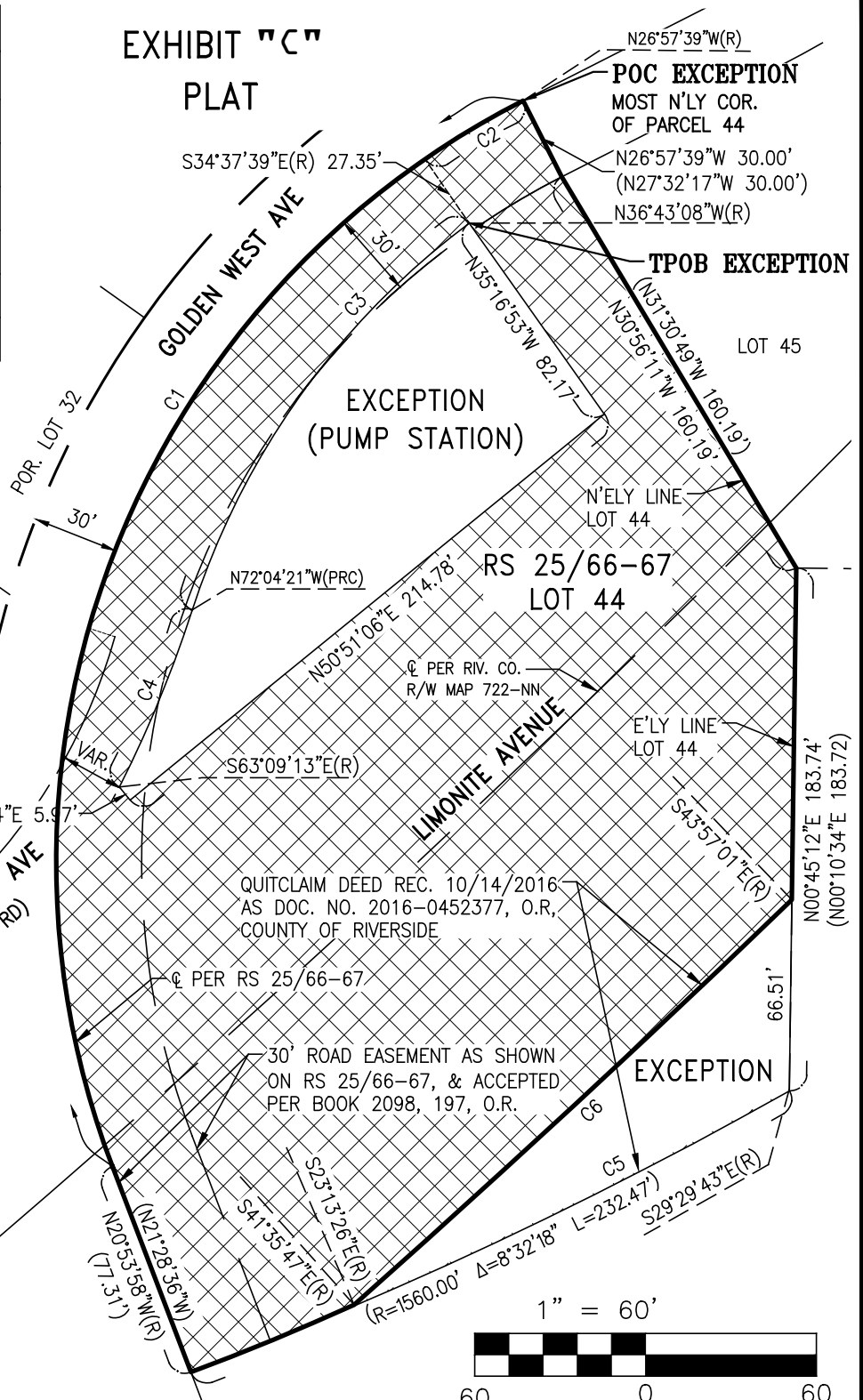
#### LEGEND

 REMAINDER AREA  
(1.49± Ac.)



SEC. 20, T2S, R5W, SBM

## EXHIBIT "C" PLAT



**ALBERT A.**  
**WEBB**  
**ASSOCIATES**

COUNTY OF RIVERSIDE

H:\2021\21-0166\Drawings\Mapping\Legals & Plats\Pump Station Remainder\21-0166\_Pump Station  
Remainder\_PLAT.dwg 1/8/2024 11:57 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
21-0166

SCALE: 1"=60'

DRWN BY JKA  
CHKD BY MEJ

DATE 01/08/24  
DATE 01/08/24

SUBJECT: PUMP STATION REMAINDER AREA



**EXHIBIT D**  
**Form of Quitclaim Deed**

RECORDING REQUESTED BY:

City of Jurupa Valley, a municipal corporation

AND WHEN RECORDED RETURN TO:

City of Jurupa Valley  
Attention: Office of the City Clerk  
8930                      Limonite                      Avenue  
Jurupa Valley, California 92509

---

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Assessor's Parcel Number 186-07-\_\_\_\_\_

Documentary Transfer Tax \$\_\_\_\_\_

**QUITCLAIM DEED**

Pursuant to that certain Corporation Grant Deed, recorded on January 17, 1961 as Document Number 4186 of Official Records of the County of Riverside, Cinderella Estates, Inc. granted in fee to the County of Riverside that certain Property described in EXHIBIT A and depicted on EXHIBIT B, which are attached hereto and incorporated herein by this reference (Property). Grantor CITY OF JURUPA VALLEY, a municipal corporation (CITY), is the successor to the interests of the County of Riverside in and to the Property.

The CITY desires to transfer its interest in and to the Property to the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under, and by virtue of, the Community Services District Law (RCSD) and RCSD desires to acquire the Property for public use, namely for the construction, operation, maintenance and use of RCSD's water distribution system and related facilities, and all uses necessary or convenient thereto in connection with the Goldenwest Booster. The use of the Property is restricted to these public uses and for no other purpose.

NOW THEREFORE, FOR A VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the CITY does hereby remise, release and forever quitclaim to RCSD, all of the CITY's rights, title and interest in and to the Property situated in the City of Jurupa Valley, County of Riverside, State of California, described in EXHIBIT A and depicted on EXHIBIT B attached hereto and incorporated herein by this reference.

This Quitclaim Deed is executed on the date set forth below.



IN WITNESS WHEREOF, Grantor City of Jurupa Valley has executed this Quitclaim Deed on \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR**

**City of Jurupa Valley, a municipal corporation**

By: \_\_\_\_\_  
Rod Butler, City Manager

ATTEST:

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

APPROVED AS TO FORM:

Richards, Watson & Gershon

By: \_\_\_\_\_  
Peter M . Thorson, City Attorney

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 11.K

### **INITIATION OF THE FOLLOWING ACTIONS:**

- 1. REPEAL THE EMERALD MEADOWS RANCH SPECIFIC PLAN (SP 337)**
- 2. AMENDMENTS TO THE CITY OF JURUPA VALLEY GENERAL PLAN LAND USE AND ZONING MAPS FOR CERTAIN PROPERTIES LOCATED WITHIN THE EMERALD MEADOWS RANCH SPECIFIC PLAN (SP 337) BOUNDARY ALONG THE NORTH SIDE OF 34<sup>th</sup> STREET AND ON THE WEST SIDE OF WALLACE STREET**

---

### **RECOMMENDATION**

That the City Council initiate the following:

1. Repeal the Emerald Meadows Ranch Specific Plan (SP 337); and
2. Amendments to the City of Jurupa Valley General Plan Land Use and Zoning Maps for certain properties located within the Emerald Meadows Ranch Specific Plan (SP 337) boundary along the north side of 34<sup>th</sup> Street and on the west side of Wallace Street.

### **BACKGROUND**

The Emerald Meadows Ranch Specific Plan (SP 337) was adopted by Riverside County in 2005, before the City's incorporation and covers 278 acres. The Emerald Meadows Ranch Specific Plan is bounded by Rubidoux Boulevard to the west, SR-60 to the north, Santa Ana River to the east, and 34<sup>th</sup> Street to the south. On September 21, 2023, the City Council adopted the District at Jurupa Valley Specific Plan (SP21001) which covers 248.3 acres within the Emerald Meadows Ranch Specific Plan boundary. With the adoption of the District at Jurupa Valley Specific Plan, the City needs to repeal the remnants of the Emerald Meadows Ranch Specific Plan and consider new land use

designation(s) and zone(s) for the properties outside the new District of Jurupa Valley Specific Plan area that are primarily located along 34th Street and Wallace Street. Exhibit A below shows the original boundaries of the Emerald Meadows Ranch Specific Plan and Exhibit B shows the boundaries of The District at Jurupa Valley Specific Plan in red and the remnant Emerald Meadows Ranch Specific Plan properties.

Exhibit “A” – Emerald Meadows Ranch Specific Plan Boundary

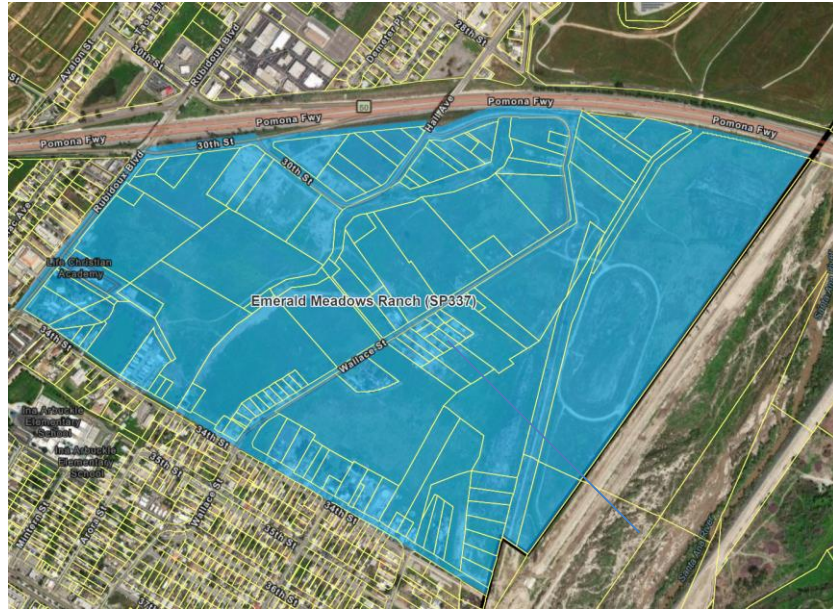
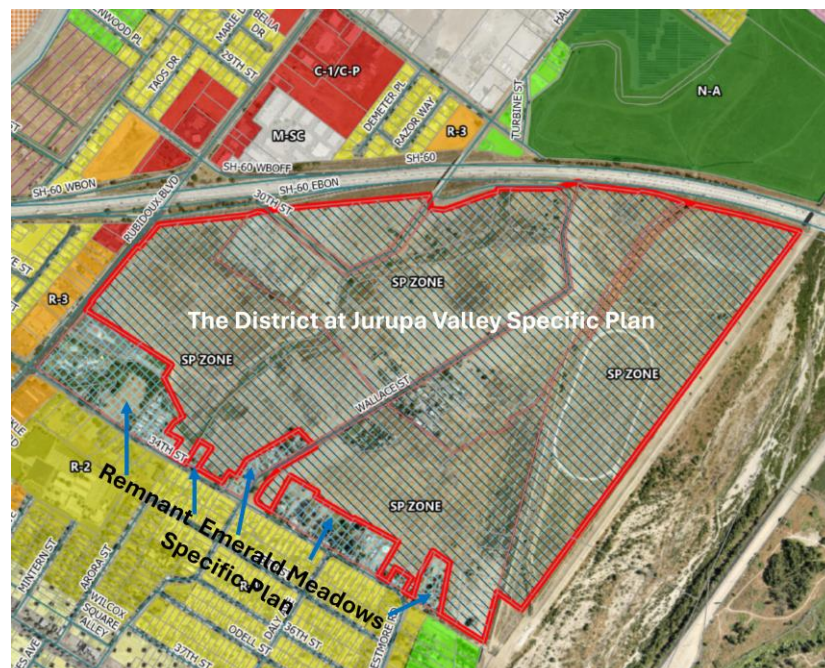


Exhibit “B” – The District at Jurupa Valley Specific Plan Boundary



Changing the Zoning Map and General Plan Land Use Map will remove the Emerald Meadows Ranch Specific Plan designation from the remnant parcels and apply the



appropriate General Plan land use and Zoning designations to those parcels. The remnant parcels total approximately 30 acres and currently have a Medium Density residential (MDR) General Plan Land Use designation and a Specific Plan zoning designation.

### **NOTICING REQUIREMENTS**

Initiation of the repeal of the Specific Plan, General Plan Amendment, and Change of Zone do not require any noticing.

### **ENVIRONMENTAL DETERMINATION**

The initiation of any action (or actions) 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).

### **FINANCIAL IMPACT**

The costs associated with the repeal of the Specific Plan, General Plan Amendment, and the Change of Zone are covered by the General Fund.

### **ALTERNATIVES**

1. Recommended Action: That the City Council initiate a repeal of the remnants of the Emerald Meadows Ranch Specific Plan, General Plan Amendment, and a Change of Zone for the land under the remnants of the Emerald Meadows Ranch Specific Plan area.
2. Provide alternative direction to staff.
3. City Council may elect not to initiate the repeal of the Emerald Meadows Ranch Specific Plan, General Plan Amendment, and Change of Zone.

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

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024  
**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** AGENDA ITEM NO. 11.L

**INITIATION OF A ZONING CODE AMENDMENT TO UPDATE DEVELOPMENT STANDARDS, PROCESSING REQUIREMENTS, AND USE REQUIREMENTS IN CERTAIN ZONES THAT APPLY TO AUTOMOBILE FUELING STATIONS AND TRUCK FUELING STATIONS**

---

### **RECOMMENDATION**

That the City Council, by motion, initiate a Zoning Code Amendment to update development standards, processing requirements, and use requirements in certain zones that apply to automobile fueling stations and truck fueling stations.

### **BACKGROUND**

On August 5, 2021, the City Council initiated a Zoning Code Amendment to establish development standards and processing requirements for automobile fueling stations and adopted an urgency ordinance imposing a moratorium on approval of building permits or other entitlements for automobile fueling stations. The urgency ordinance was extended up and through August 3, 2023. On December 22, 2022, the City Council adopted Ordinance No. 2022-24 approving Zoning Code Amendment No. 22007 (ZCA22007) establishing development standards and processing requirements for automobile fueling stations and repealing the urgency ordinance.

### **ANALYSIS**

Since the adoption of ZCA22007 related to automobile fueling stations, a number of clean-up items have been identified that would enhance the initial ZCA. These include the following:

- Prohibit new truck fueling operations
- Create a set of regulations for legal nonconforming truck fueling operations

- Correct the list of permitted uses in certain zones to include automobile fueling stations which were not included in the initial ZCA
- Updates related to internal zoning code consistency
- Clarify definitions

#### Initiation process

A Municipal Code Amendment requires initiation by the City Council. The following considerations apply to the initiation process, which only authorizes the process to begin:

1. Initiation of a Municipal Code Amendment does not entail an evaluation of the merits of the proposed project, but only whether to proceed with a formal evaluation process and public hearings.
2. The Council may express its opinions as to whether the City should proceed with the formal evaluation process but should reserve its opinions regarding the merits or the ultimate action on the item until the evaluation process and public hearings have been completed.
3. Once the formal evaluation process and public hearings are completed, the City Council will have the opportunity to approve or disapprove or make changes to the Municipal Code.

#### **NOTICING REQUIREMENTS**

There is no requirement for public notice for an initiation of a Zoning Code Amendment. Public notices for the public hearings of the proposed Zoning Code Amendment will be conducted on future dates if initiated.

#### **ENVIRONMENTAL DETERMINATION**

Initiation of a code amendment is not subject to CEQA.

#### **FINANCIAL IMPACT**

The expenses related to the proposed code amendment would be paid from the General Fund.

#### **ALTERNATIVES**

1. *Recommended Action:* The City Council initiate an amendment to the Municipal Code to update development standards, processing requirements, and use requirements in certain zones that apply to automobile fueling stations and truck fueling stations.
2. Discuss the recommended action and provide staff with any comments concerning areas of special concern or interest of the Council.
3. Defer initiating the amendment and give direction to staff.

Prepared by:



Joe Perez  
Community Development Director

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Peter M. Thorson  
City Attorney

Submitted by:



Rod B. Butler  
City Manager

Reviewed by:



Michael Flad  
Assistant City Manager



# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** AGENDA ITEM NO. 11.M

**INITIATION OF AN AMENDMENT TO CHAPTER 9.245 OF THE MUNICIPAL CODE CONCERNING OUTDOOR ADVERTISING DISPLAYS AND THE SPECIAL OUTDOOR ADVERTISING DISPLAY OVERLAY ZONE MAP**

---

### **RECOMMENDATION**

Requested Action: That the City Council initiate an amendment to Chapter 9.245 of the Municipal Code concerning outdoor advertising displays and the Special Outdoor Advertising Display Overlay Zone Map.

### **BACKGROUND**

Approval of the District at Jurupa Valley Specific Plan (the “Specific Plan”) project located near the northwest corner of Rubidoux Blvd and 34<sup>th</sup> Street included the approval of three (3) outdoor advertising displays, commonly referred to as billboards. The billboards were approved in the form of digital and/or combination digital/static freeway signs and are to be located on the project site along State Route 60. These three (3) approved billboards are not currently included within the Special Outdoor Advertising Display Overlay Zone Map (the “Map”). Per the Municipal Code, the Map illustrates specific locations in which a billboard can be erected. To be consistent with the billboards approved as part of the Specific Plan, the Map is required to be updated. Furthermore, the Map is unclear in regards to the exact locations where other billboards can be placed. With a modification to the map, the location of future billboards will be exact and intentional minimizing nuisances or disruptions to the character of a neighborhood or individual property.

### **ANALYSIS**

The purpose of the Municipal Code amendment related to outdoor advertising displays and the Special Outdoor Advertising Display Overlay Zone Map is to create consistency and conformance of the District at Jurupa Valley Specific Plan billboards with rules and regulations of the Municipal Code while concurrently clarifying obscurities that currently

exist within the map related to specific locations appropriate to erect signage. Examples of potential amendments to the Code include:

- Modify the Special Outdoor Advertising Display Overlay Zone Map to illustrate the precise location where billboards can be erected
- Add locations of the District at Jurupa Valley Specific Plan billboards to the Special Outdoor Advertising Display Overlay Zone Map
- Clarification of obscure language in the Code related to billboards

#### Initiation process

A Municipal Code Amendment requires initiation by the City Council. The following considerations apply to the initiation process, which only authorizes the process to begin:

1. Initiation of a Municipal Code Amendment does not entail an evaluation of the merits of the proposed project, but only whether to proceed with a formal evaluation process and public hearings.
2. The Council may express its opinions as to whether the City should proceed with the formal evaluation process but should reserve its opinions regarding the merits or the ultimate action on the item until the evaluation process and public hearings have been completed.
3. The only issue before the Council currently is whether or not to initiate the Municipal Code Amendment. Once the formal evaluation process and public hearings are completed, the City Council will have the opportunity to approve or disapprove or make changes to the Municipal Code.

### **NOTICING REQUIREMENTS**

There is no requirement for public notice for an initiation of a Zoning Code Amendment. Public notices for the public hearings of the proposed Zoning Code Amendment will be conducted on future dates.

### **ENVIRONMENTAL DETERMINATION**

Initiation of a code amendment is not subject to CEQA.

### **FINANCIAL IMPACT**

The expenses related to the proposed code amendment would be paid from the General Fund.

### **ALTERNATIVES**

1. *Recommended Action:* The City Council initiate an amendment to the Municipal Code concerning outdoor advertising displays and the Special Outdoor Advertising Display Overlay Zone Map.
2. Discuss the recommended action and provide staff with any comments concerning areas of special concern or interest of the Council.

3. Defer initiating the amendment and give direction to staff.

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

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

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

**SUBJECT:** AGENDA ITEM NO. 11.N

**OPEN PURCHASE ORDER FOR PUBLIC WORKS STREET SUPPLIES**

---

### **RECOMMENDATION**

- 1) That the City Council approve the open purchase order with Fastenal Company for the purchase of Public Works street supplies for an amount not to exceed \$50,000 for fiscal year 2023-24.

### **BACKGROUND**

The purpose of this staff report is to streamline the procurement of routine Public Works supplies for the department. The City covers 44 square miles, and the maintenance of public streets is provided by in-house staff and through outside contracts. The City has seven in-house maintenance workers responsible for responding to resident requests for service, emergency calls, pothole repair, sign replacement and installation, illegal dumping, and related miscellaneous services.

Last fiscal year, Public Works maintenance staff responded to 3,029 service requests for maintenance. In addressing these requests, City staff were required to use new materials such as cold patch asphalt, paint and solvents, personal protection equipment, and other items related to the repairs needed. Historically, this material would be purchased as needed from vendors sought out by staff who could provide the material at a reasonable price.

On September 1, 2023, City staff published a Request for Quotes (RFQ) on PlanetBids, the City's online procurement system. City staff also contacted local vendors, notifying them of the published quote request. The invitation closed on September 20, 2023, in which the City received two (2) proposals.

## **ANALYSIS**

It is a standard industry practice for the Public Works Operations to have an approved open purchase order for the routine supplies to be utilized on a day-to-day basis.

City staff evaluated submittals from Fastenal Company and Statewide Traffic Safety and Signs, Inc. Statewide Traffic Safety and Signs does not supply the majority of the items listed in the RFQ. City staff is recommending to issue an open purchase order with Fastenal Company. Fastenal Company is a well-respected global company that provides a variety of products and services to public entities. Most of the public agencies in Southern California are utilizing the services of Fastenal Company, including the cities of Riverside, Corona, and Redlands. They have fulfillment centers all over the world, including one in the City of Jurupa Valley. Fastenal Company services will be utilized for routine supplies at the published prices; however, standard purchasing processes will be utilized for specialized items or supplies not made available by Fastenal Company. Open purchase orders will be re-established annually along with approval of the budget process.

## **FINANCIAL IMPACT**

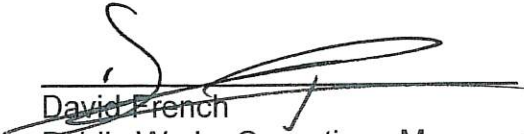
Funding for the street supplies is budgeted in the Fiscal Year 2023-24 budget in the Gas Tax Deposit Account 200-2000-54150.

## **ALTERNATIVES**

1. Not approve the open purchase order.

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

Prepared by:

  
David French  
Public Works Operations Manager

Reviewed by:

  
Paul Toor  
Public Works Director/City Engineer

Reviewed by:

  
Connie Cardenas  
Administrative Services Director


Reviewed by:

  
Michael Flad  
Assistant City Manager

Reviewed by:

  
Peter M. Thorson  
City Attorney

Submitted by:

  
Rod B. Butler  
City Manager

Attachments:

A. Bid Results for Fastenal Company

## Bid Results

### Bidder Details

**Vendor Name** FASTENAL COMPANY  
**Address** 10247 Bellegrave Ave Suite 108  
Jurupa, California 91752  
United States  
**Respondee** Alejandro Berumen  
**Respondee Title** District Sales Specialist  
**Phone** 951-361-9004  
**Email** aberumen@fastenal.com  
**Vendor Type**  
**License #**

### Bid Detail

**Bid Format** Electronic  
**Submitted** 09/20/2023 2:46 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 346425

### Respondee Comment

### Buyer Comment

## Line Items

Discount Terms No Discount

| Item #         | Item Code | Type | Item Description   | UOM    | QTY | Unit Price | Line Total  | Response | Comment              |
|----------------|-----------|------|--|--------|-----|------------|-------------|----------|----------------------|
| Imported Items |           |      |  |        |     |            | \$49,496.81 |          |                      |
| 1              |           |      | Perma-Patch 60 lb. BLACK A   | pallet | 1   | \$566.40   | \$566.40    | Yes      | 30 bags @ \$18.88/ea |
| 2              |           |      | Absorbent  | ea     | 1   | \$9.48     | \$9.48      | Yes      |                      |
| 3              |           |      | Heavy Duty Contractor Garbage Bags 40-45 Gal (3mil) BLACK                                  | Case   | 1   | \$32.14    | \$32.14     | Yes      |                      |
| 4              |           |      | Rust-Oleum Industrial Choice M1800 System Inverted Marking Paint 20 oz. FLOURESCENT ORANGE | Case   | 1   | \$42.44    | \$42.44     | Yes      | 12pk                 |
| 5              |           |      | Rust-Oleum Industrial Choice M1800 System Inverted Marking Paint 20 oz. WHITE              | Case   | 1   | \$42.44    | \$42.44     | Yes      | 12pk                 |
| 6              |           |      | GOOF OFF Graffiti Remover 16 oz  | Case   | 1   | \$53.16    | \$53.16     | Yes      |                      |
| 7              |           |      | WD-40 Industrial 16 oz. Aerosol Can Light Amber Multi-Use Lubricant                        | Case   | 1   | \$185.47   | \$185.47    | Yes      | 12pk                 |
| 8              |           |      | CRC MECHANIX ORANGE Hand Cleaner 1 Gallon  | Case   | 1   | \$45.62    | \$45.62     | Yes      | 2pk                  |
| 9              |           |      | Industrial Nitrile Gloves - Powder-Free (Large) 4 Mil BLACK                                | Carton | 1   | \$177.00   | \$177.00    | Yes      | 10 boxes per case    |
| 10             |           |      | Industrial Nitrile Gloves - Powder-Free (X-Large) Mil BLACK                                | Carton | 1   | \$177.00   | \$177.00    | Yes      | 10 boxes per case    |
| 11             |           |      | Super Bundy Pad 8"x8" BLACK  | ea     | 1   | \$329.99   | \$329.99    | Yes      | 80pk                 |
| 12             |           |      | FG336 UR Delineator Post White   | ea     | 1   | \$32.30    | \$32.30     | Yes      |                      |
| 13             |           |      | FG300 STD Duty Base BLACK  | ea     | 1   | \$18.88    | \$18.88     | Yes      |                      |
| 14             |           |      | Sprayway Aerosol Film-Free Glass Cleaner   | case   | 1   | \$32.06    | \$32.06     | Yes      | 12pk                 |
| 15             |           |      | Sprayway CRAZY CLEAN All Purpose Cleaner   | case   | 1   | \$107.10   | \$107.10    | Yes      | 12pk                 |
| 16             |           |      | 17"L X 11"W White Cotton Bar Mop Cloth Wiper 5lb WHITE                                     | Ea     | 1   | \$22.11    | \$22.11     | Yes      |                      |
| 17             |           |      | Traffic Cone, 7lb Black Base w/6" & 4" 3M Reflective Collars 28" ORANGE                    | ea     | 1   | \$18.48    | \$18.48     | Yes      |                      |
| 18             |           |      | Sand Bags 14 X 26  | ea     | 300 | \$140.04   | \$42,012.00 | Yes      |                      |
| 19             |           |      | Safety Vests   | case   | 30  | \$183.30   | \$5,499.00  | Yes      |                      |
| 20             |           |      | Barricades   | case   | 1   | \$69.99    | \$69.99     | Yes      |                      |
| 21             |           |      | Stop Paddles   | ea     | 1   | \$23.75    | \$23.75     | Yes      |                      |



Line Item Subtotals

|                | Section Title | Line Total  |
|----------------|---------------|-------------|
| Imported Items |               | \$49,496.81 |
|                | Grand Total   | \$49,496.81 |

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024  
**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** AGENDA ITEM NO. 11.O

**CONSIDERATION AND APPROVAL OF AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT WITH RSG, INC. FOR  
THE RIO VISTA SPECIFIC PLAN**

---

### **RECOMMENDATION**

That the City Council authorize the City Manager to execute the Second Amendment for professional services for the Rio Vista Specific Plan, entitled:

- 1. SECOND AMENDMENT TO “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND RSG, INC., FOR PROFESSIONAL SERVICES FOR THE RIO VISTA SPECIFIC PLAN”**

### **BACKGROUND**

On October 5, 2022, the City and RSG, Inc. entered into an initial agreement in which RSG, Inc. would provide professional services for the City. The purpose of the Agreement was for RSG, Inc. to analyze two proposed applications for development, the Rio Vista Specific Plan and The District at Jurupa Valley project and recommend potential community benefits for negotiation under a development agreement. The work product would entail a memo containing findings based on a fiscal, economic, and profitability analysis, along with a draft term sheet for use during the negotiation process.

The original agreement with RSG, Inc. were for a total of \$24,925 per project. Due to the complexity of both projects and the additional time spent analyzing the projects, RSG, Inc. had requested an amendment to their agreement for an additional \$25,075 per project or a not-to-exceed amount of \$50,000. The City approved the First Amendment to the Agreement on July 6, 2023.

RSG has reached the maximum amount that they may bill under our existing agreement for the Rio Vista Specific Plan. Subsequently, RSG is requesting a second amendment to their agreement to increase the not-to-exceed amount of the contract from \$50,000 to \$65,000 for the Rio Vista Specific Plan. This amendment would also cover additional work not originally outlined in the previous agreement.

### Scope of Work

The scope of services covered in the current contract as amended by amendment 1 included the following tasks:

1. Review project submittal with staff and ascertain conforming alternative project to the proposed project.
2. Prepare a financial feasibility analysis of both the projects and the alternatives, in the form of a land residual analysis comparing RSG's estimates of project value to the direct and indirect construction cost.
3. Compare both scenarios to market-acceptable returns and identify profit surplus or shortfall for each.
4. Prepare estimates of the following as a baseline for calculation of fiscal and economic impacts:
  - a. Construction cost (estimating construction/temporary impacts and fee estimates)
  - b. Value estimate using income approach (for assessed value and property tax estimates)
  - c. Development impact fees, as applicable
  - d. Permanent employment estimates, based on comparable projects in the trade area
5. Calculate and forecast existing and potential municipal revenues accruing to the City General Fund, including property tax, sales tax, property tax in lieu of vehicle license fees, property transfer taxes, and transient occupancy taxes.
6. Calculate and forecast existing and potential municipal expenditures from the City General Fund, including law enforcement, fire protection, and other services materially affected.
7. Prepare a letter that summarizes their findings and provides recommended term sheet deal points for discussion with the developer.

### Purpose of Community Benefit Analysis

The City Manager's office and the Community Development Department have been in discussions with the applicant about community benefits that may need to be included in a development agreement to address land use and impacts of the Rio Vista project on the City. In many cases, land use changes are necessary to make otherwise infeasible land use plans feasible, but often this can result in substantial profit to the developer for a city's discretionary approval. The community benefits framework considers that such

profit should be shared with the City in the form of meaningful public benefits that not only mitigate the project impacts, which is required of each project, but also extend these benefits outside the project site itself. In this case, the City has requested RSG to prepare a technical analysis of the projects and provide recommendations for the appropriate scale and type of community benefits.

### Rio Vista Specific Plan

The County of Riverside approved the Rio Vista Specific Plan (Specific Plan No. 243, Rio Vista) on April 14, 1992. The Specific Plan area was, at that time, located in unincorporated Riverside County. When the City of Jurupa Valley was incorporated in 2011, the Rio Vista Specific Plan Area was included within the City's boundaries. The proposed project involves a new Rio Vista Specific Plan to replace the existing Rio Vista Specific Plan approved by the County of Riverside in 1992. The Specific Plan proposes to create a master-planned community consisting of Very Low Density Residential (VLDR), Medium Density Residential (MDR), Medium High-Density Residential (MHDR), High-Density Residential (HDR), Highest Density Residential (HHDR), Light Industrial (LI) and Business Park (BP), a public K-6 educational facility, open space and recreation areas, and circulation improvements. The Specific Plan includes the following major land use components on the 917.3 acres:

- Residential Development: The project plans to build up to 1,697 dwelling units on 204.4 acres, resulting in an average density of 1.8 dwelling units per acre. The residential units would comprise a mix of attached and detached housing.
- Light Industrial and Business Park: The project would allocate 1,269,774 square feet of light industrial building space on 58.3 acres and 1,428,768 square feet of business park building space on 82.0 acres. These areas would support commercial and industrial activities.
- Natural Open Space: Approximately 510.8 acres are designated for natural open space, preserving the environment and providing recreational opportunities.
- Recreational Amenities: The project includes 14.3 acres for recreational amenities, enhancing the quality of life for residents.
- Public Elementary School: There is a provision for 13.4 acres of land to accommodate a new public K-6 educational facility.

A draft Environmental Impact Report (EIR) was prepared for the proposed Rio Vista SP. The 45-day public review period began on October 19, 2023, and closed on December 4, 2023. Acknowledging the holiday season, the public review period was extended to January 5, 2024. At this time, the Final EIR including responses to comments are being prepared. The public hearings are tentatively scheduled for Spring 2024.

## Required Entitlements

The proposed Project includes the following entitlement applications:

- General Plan Amendment No. 16001 to make the Specific Plan and General Plan land uses consistent with one another.
- Specific Plan No. 16001 replaces the existing Rio Vista Specific Plan No. 243 with new land uses and plan for development
- Change of Zone No. 16003 to modify the zone from SP No. 243 to a new SP Zone.
- Development Agreement No. 16001 to enter into an agreement between the applicant and the City that would set the required community benefits the applicant will provide and the flexibility in the Municipal Code and protection of the approvals through the duration of the development agreement.
- Tentative Tract Maps (TTM 37074 and TTM 38639) that would subdivide the project area into individual residential lots for Planning Areas (PA) 4, 5 and 6 and create a financing map for the project area.

## **ANALYSIS**

RSG has reached the maximum amount they can bill under the existing agreement on the community benefit study for the Rio Vista Specific Plan. RSG has performed much more extensive work than was included in the July 6, 2023 amended agreement and is requesting a second amendment to their scope of work to including the following:

- Assist in the finalization of term sheet for the Project in conjunction with City staff, including revisions. Project term sheet preparation, evaluation of developer counteroffers, participation in developer negotiations, and related advisory services to City staff.
- Provide ongoing evaluation of the potential financial value of various community benefits sought by the City and proposed by the developer.
- Provide continued support of the development of the CFDs as outlined in the draft development agreement and as discussed during Project negotiations.
- Review the development agreement for consistency with the term sheets and negotiations.
- Provide ongoing support to City staff and attend Planning Commission and City's recommended Council meetings.

It is recommended that the City Council approve the second amendment to the Agreement with RSG, Inc. for an additional \$15,000, and authorize the City Manager to execute the amendment.

## FINANCIAL IMPACT

The proposed second amendment will have no effect on City costs or revenues. Full cost recovery will occur, as the City will require that the applicant deposit the total contract value with the City prior to commencement of work.

## ALTERNATIVES


1. Approve the second amendment to the 2022 Agreement increasing the contract amounts for an additional \$15,000.
2. Elect not to amend the Agreement at this time and provide alternative direction to staff.

Prepared by:



Joe Perez  
Community Development Director

Submitted by:



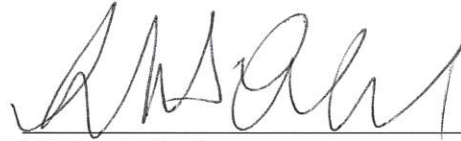
Rod B. Butler  
City Manager

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Michael Flad  
Assistant City Manager

Reviewed by:



Peter M. Thorson  
City Attorney

## ATTACHMENTS:

1. Second Amendment to Agreement for Consulting Services between the City of Jurupa Valley and RSG, Inc. for Professional Services for the Rio Vista Specific Plan
  - Exhibit A-2 – Additional Tasks and Fees to Scope of Services and Fees dated December 15, 2023.

**SECOND AMENDMENT TO "AGREEMENT FOR  
CONSULTANT SERVICES BETWEEN THE CITY OF  
JURUPA VALLEY AND RSG, INC., FOR PROFESSIONAL  
SERVICES FOR THE RIO VISTA SPECIFIC PLAN"**

**This Second Amendment** is made and effective as of January 18, 2024 between the City of Jurupa Valley, a municipal corporation ("City") and RSG, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:

A. On October 5, 2022, the City and Consultant entered into that certain Agreement entitled "AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND RSG, INC., FOR PROFESSIONAL SERVICES FOR THE RIO VISTA SPECIFIC PLAN" ("Agreement").

B. On July 6, 2023, the City and Consultant entered into a First Amendment to the Agreement to (1) increase the compensation from Twenty-Four Thousand Nine Hundred Twenty-Five Dollars (\$24,925.00) to Fifty Thousand Dollars (\$50,000.00), (2) extend the term of the Agreement through June 30, 2025, and to increase the scope of services.

C. The parties now desire to revise certain terms of the Agreement in order to continue the project and amend the Agreement, as amended by the First Amendment, as set forth in this Second Amendment.

2. Paragraph 4 of the Agreement, Payment, is hereby amended to read as follows:

**"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 that is also set forth in Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-five Thousand Dollars (\$65,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

3. Exhibit "A" to the Agreement, Scope of Services and Fees, is hereby amended by adding thereto the additional tasks and fees as set forth on Exhibit A-2, attached hereto and incorporated herein as though set forth in full.

4. 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.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**CONSULTANT  
RSG, INC.**

By: \_\_\_\_\_  
Name: James Simon  
Title: President

By: \_\_\_\_\_  
Name: Tara Matthews  
Title: Vice President

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



**CITY  
CITY OF JURUPA VALLEY,  
A California Municipal Corporation**

---

Guillermo Silva, Mayor  
City of Jurupa Valley, California

ATTEST:

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Victoria Wasko, CMC  
City Clerk

APPROVED AS TO FORM:

---

Peter M. Thorson  
City Attorney

**EXHIBIT A-2**

**EXHIBIT A-2 REQUEST FOR SECOND CONTRACT  
AMENDMENT FOR ADDITIONAL PROFESSIONAL SERVICES  
WITH RSG, INC FOR THE RIO VISTA SPECIFIC PLAN**



17872 GILLETTE AVE.  
SUITE 350  
IRVINE, CA 92614

714 541 4585  
INFO@WEBRSG.COM  
WEBRSG.COM

December 15, 2023

Via Electronic Mail

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

### **REQUEST FOR CONTRACT AMENDMENT FOR ADDITIONAL PROFESSIONAL SERVICES**

Dear Mr. Perez:

As of the middle of November, RSG reached the maximum amount we may bill under our existing engagements on the community benefit studies for the proposed Rio Vista Specific Plan ("Project"). As of the date of this letter, RSG expects to perform additional work that was not originally outlined in the October 2022 work program, as amended, as outlined below:

- Assist in the finalization of term sheet for the Project in conjunction with City staff, including revised Project term sheet preparation, evaluation of developer counteroffers, participation in developer negotiations, and related advisory services to City staff.
- Provide ongoing evaluation of the potential financial value of various community benefits sought by the City and proposed by the developer.
- Provide continued support of the development of the CFDs as outlined in the draft development agreement and as discussed during Project negotiations.
- Review the development agreement for consistency with the term sheets and negotiations.
- Provide ongoing support to City staff and attend Planning Commission and City Council meetings.

By this letter, we are requesting a contract amendment to fund the additional work that City staff has requested, as follows:

- Increase the not-to-exceed amount of the contract from \$50,000 to \$65,000.
- Expand the scope of work as noted above.

Sincerely,

James Simon, Principal

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 11.P

**MID-YEAR BUDGET AMENDMENTS FISCAL YEAR 2023-2024**

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### **RECOMMENDATION**

That the City Council of the City of Jurupa Valley approve Fiscal Year 2023-2024 Mid-Year Budget Amendments to the City's Budget as presented in the attached exhibit.

### **ANALYSIS**

The FY 2023-24 Budget was adopted on June 15, 2023. Revenue projections updated since this budget was approved have given the City the ability to amend the City Budget. Expenditures are initially budgeted based upon the anticipated level of activity. However, it is often the case that as the fiscal year progresses some activities need to be increased or decreased to reflect changing circumstances. Consequently, most cities evaluate financial activities at or shortly after the midpoint of the budget year to determine if changes in resource allocation are necessary to meet these changing circumstances.

In order to properly provide for continuing FY 2023-24 activity, staff believes some budgets should be adjusted at this time. The attached exhibit identifies the proposed amendments. In some cases, appropriations for certain expenditures are no longer necessary at previously approved levels. In other instances, additional appropriations are requested to offset anticipated expenditures for the year.

### **OTHER INFORMATION**

None.

## FINANCIAL IMPACT

Approval of the requested budget amendments would result in a revenue increase of \$475,000 and expenditures increase of \$398,517, an overall positive financial impact to the General Fund.

Amendments include increases to public safety for annual station #18 staffing and purchase of a vehicle for Fire Marshall. The vehicle purchase is being shared by Riverside County at 50% of cost. All the amendments are offset by the General Fund revenue increases and leaves a surplus of \$76,483. Gas Tax has a \$20,000 expenditure increase. An IT budget amendment for \$98,000 is covered by FY 22/23 carryover for expenditures on GIS hardware, software and server.

## ALTERNATIVES

1. Revise or not approve Mid-Year Budget Amendments

Prepared by:



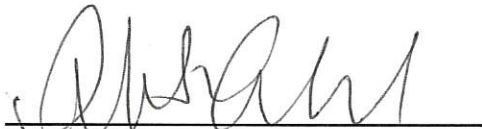
Connie Cardenas  
Administrative Services Director

Submitted by:



Rod B. Butler  
City Manager

Reviewed by:



Michael Flad  
Assistant City Manager

## Attachments:

1. Exhibit: FY 2023-24 Proposed Mid-Year Budget Amendments

| Expenditure GL Account | Description             | Department       | Increase | Decrease | Description   |
|------------------------|-------------------------|------------------|----------|----------|---|
| 100.1110.53010         | Office Supplies         | City Council     | 600      |          | Exceeded office supply expenditures   |
| 100.1130.51120         | Overtime                | City Manager     | 700      |          | Staff turnover, need to complete assignments  |
| 100.1140.54110         | Professional Services   | City Clerk       | 2,600    |          | Increased cost Civicplus municode pages   |
| 100.1190.56580         | Membership              | Non-Dept.        | 172      |          | Increase for LAFCO  |
| 100.1220.56530         | Grant Expenditures      | Comm. Dev.       | 75,000   |          | Expenses for LEAP Grant - to be billed and recorded as receivables  |
| 100.1230.51120         | Overtime                | Building         | 1,500    |          | Staff turnover, billed to permit  |
| 100.1240.51120         | Overtime                | Code             | 4,000    |          | Staffing  |
| 100.1310.54210         | Repairs & Maintenance   | PW-Eng.          | 55,000   |          | Increase in repairs   |
| 100.1310.56210         | Electricity/Natural Gas | PW-Eng.          | 22,995   |          | Increase in Electricity   |
| 100.1320.54112         | Stipends                | Eng.-Development | 950      |          | PW Committee  |
| 100.1410.56595         | Public Safety           | Fire             | 235,000  |          | Station #18 Winter Staff coverage, staffed by Cal-FIRE \$200K; Vehicle \$35K to be used by Fire Marshall business inspections 50% |
| Total:                 |                         |                  | 398,517  | 0        |   |
| Expenditure Increase   |                         |                  | 398,517  |          |   |

#### REVENUES

|                                  |              |                 |         |           |   |
|----------------------------------|--------------|-----------------|---------|-----------|---|
| 100-41160                        | Property Tax | Low/Mod Housing | 600,000 |           | Increase in Property Taxes                            |
| 100-41220                        | Sales Tax    |                 |         | 200,000   | Decrease in sales tax                                 |
| 100-44320                        | State Grants | LEAP Grant      | 75,000  |           | LEAP Grant - to be billed and recorded as receivables |
| Expenditures and Revenues offset |              |                 | 276,483 | (200,000) |   |
|                                  |              |                 |         | 76,483    | Overall financial impact to the General Fund          |

#### Mid Year Other Funds Budget Amendments

|                |                       |               |           |          |   |
|----------------|-----------------------|---------------|-----------|----------|---|
| 200.2000.54210 | Repairs & Maintenance |               | \$20,000  |          | Gas Tax from FY 2022/2023 Carryover                               |
|                |                       |               | \$ 20,000 | Increase | Financial Impact  |
| 720.7200.62100 | Software              | Inf. Services | 98,000    | Increase | FY 22/23 Carryover expenditures for GIS Hardware-Software, server |

# City of Jurupa Valley

## STAFF REPORT

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

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

PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 23235: 3<sup>RD</sup> REQUEST FOR A ONE (1) YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP (TPM) NO. 37483 & 1<sup>ST</sup> REQUEST FOR A ONE (1) YEAR EXTENSION OF TIME FOR CONDITIONAL USE PERMIT (CUP) NO. 21007; LOCATION: NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-031-009; 169-032-002 & 169-032-004); (APPLICANT: SUMMER EAGLE LLC & RE-UP LLC)

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## RECOMMENDATION

1. That the City Council conduct a public hearing, receive public testimony, and adopt Resolution No. 2024-02, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DETERMINING NO FURTHER CEQA REVIEW REQUIRED, APPROVING A THIRD ONE-YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP NO. 37483 FOR A SCHEDULE "E" SUBDIVISION OF APPROXIMATELY 5.36 ACRES OF REAL PROPERTY LOCATED SOUTH OF STATE ROUTE 60, NORTH OF LINCOLN AVENUE AND BEN NEVIS BOULEVARD, EAST OF DALLEY WAY, AND WEST OF PEDLEY ROAD (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004), AND APPROVING A ONE YEAR EXTENSION OF TIME FOR CONDITIONAL USE PERMIT NO. 21007 TO PERMIT CONSTRUCTION OF A GAS STATION, A CONVENIENCE STORE, INCLUDING THE SALE OF MOTOR VEHICLE FUEL, AND A DRIVE-THRU RESTAURANT PAD ON APPROXIMATELY 1.84 ACRES OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003, -004, -005, -006, -008, -009) IN THE SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE



## PROJECT DESCRIPTION

The Applicant ("Summer Eagle LLC and RE-UP LLC") requests the following;

- a) Third, one (1) year Extension of Time for TPM37483 (TPM37483EOT3) for the subdivision of 5.36 acres into six (6) commercial parcels. No changes are proposed to the design or layout of the subdivision of land as part of this EOT application. Table 1 provides general project information.
- b) First, one (1) year Extension of Time for CUP21007 (CUP21007EOT) for a gasoline service station consisting of a 2,900 square-foot fueling canopy, a 4,500 square-foot convenience store (without alcohol sales), including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant. The gasoline service station, convenience store and future drive-thru restaurant pad are proposed on Parcels 1 and 2 of the Tentative Parcel Map. No other development is proposed at this time as part of this application and there are no changes to the original approval by City Council.

**TABLE 1: GENERAL PROJECT INFORMATION**

|  |                                   |
|--|-----------------------------------|
| <b>Project Area</b>                      | 5.36 acres                        |
| <b>General Plan Land Use Designation</b> | Commercial Retail (CR)            |
| <b>Zoning</b>                            | Scenic Highway Commercial (C-P-S) |
| <b>Existing Land Use</b>                 | Undeveloped                       |

**EXHIBIT 1: SITE LOCATION MAP**



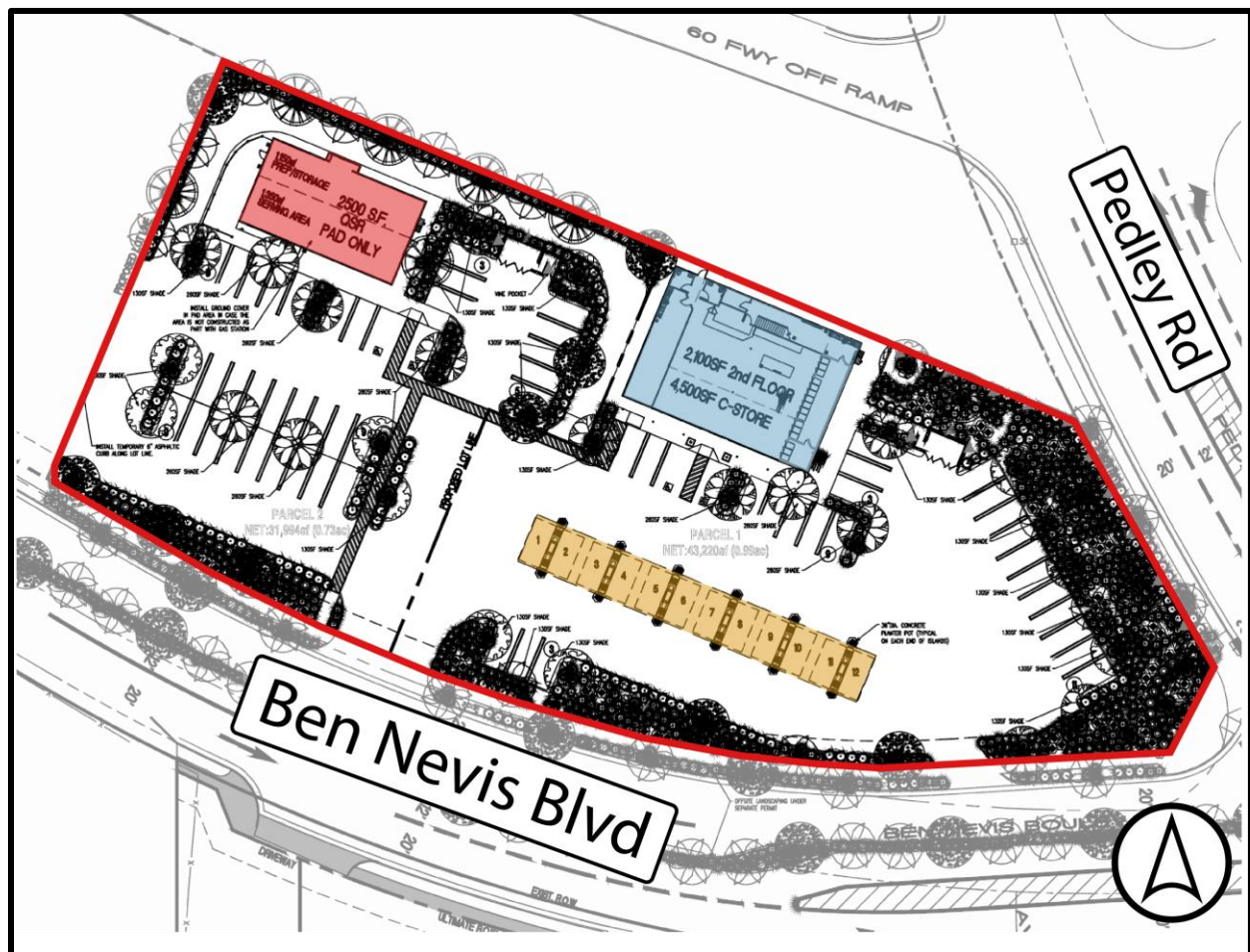


## BACKGROUND

On September 12, 2018, the Planning Commission approved Master Application (MA) No. 17245 adopting Resolution No. 2018-09-12-01 (Attachment 2), for the approval of the following entitlements on the northwest corner of Ben Nevis Boulevard and Pedley Road, and the southwest corner of Avon Street and Pedley Road.

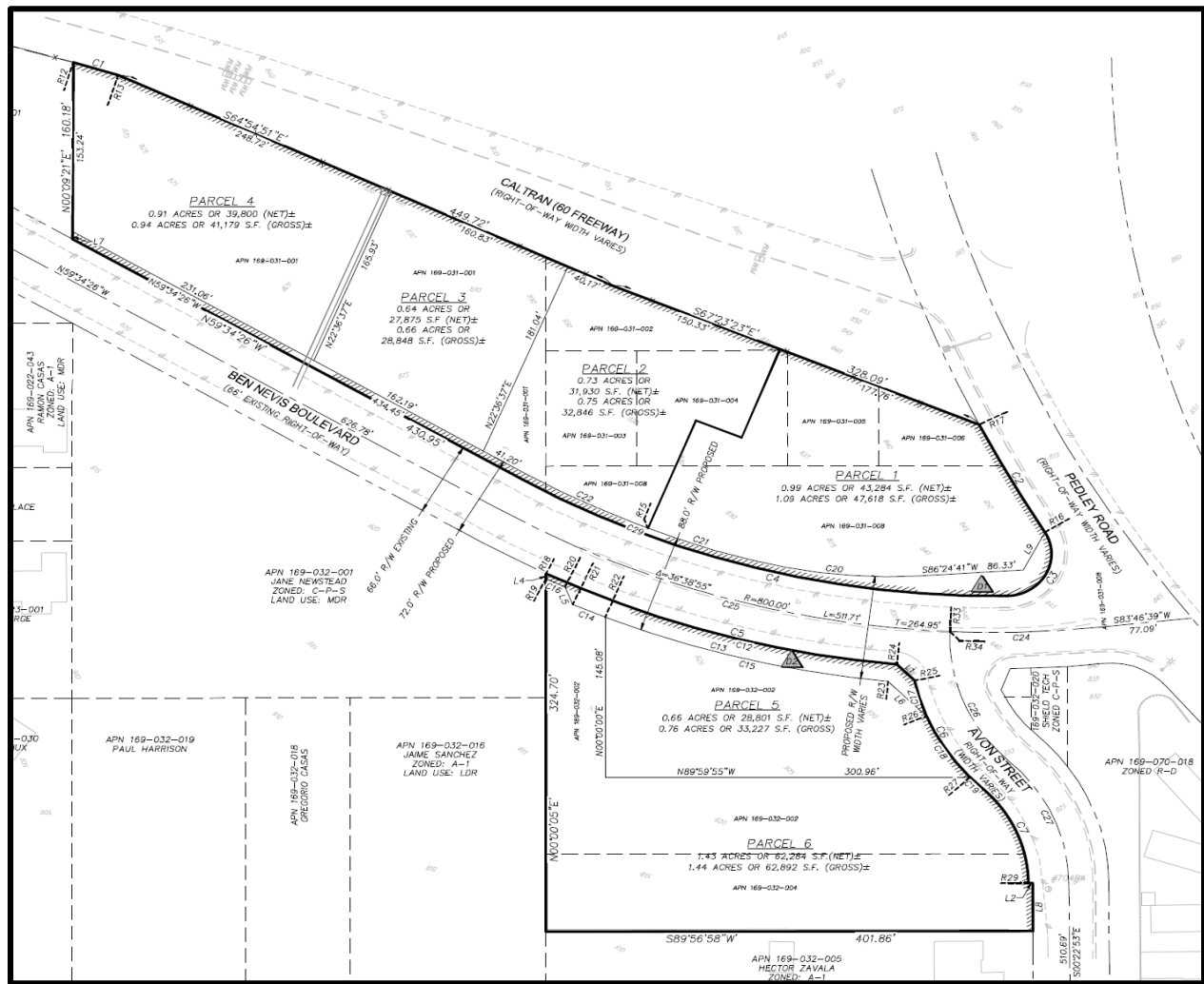
- Conditional Use Permit (CUP) No. 17004. To allow for the construction and operation of a gas station with the concurrent sale of beer and wine for off-premises consumption, a convenience store, including the sale of motor vehicle fuel and office space, and a drive-thru restaurant pad for future drive-thru restaurant.
- Determination of Public Convenience or Necessity (PCN) No. 18001. To allow the sale of beer and wine for off-premises consumption.
- Tentative Parcel Map (TPM) No. 37483. To allow the project site (5.36 acres) to be subdivided into six (6) commercial parcels. The approved TPM is attached as attachment 3 and is shown as Exhibit 3 below.

### EXHIBIT 2: APPROVED SITE PLAN



The approved Conditional Use Permit allowed for the two-phased development of a Chevron gas station on Parcel 1 and a drive-thru restaurant pad on Parcel 2. The first phase includes the construction of a gas station featuring a 2,900 square-foot fueling canopy with 12 fueling positions, and a 4,500 square foot convenience with a 2,100 square-foot office on the second floor. The second phase includes a 2,500 square-foot pad for future drive-thru restaurant. The project incorporated 73 vehicular parking spaces inclusive of four (4) accessible parking spaces. Landscaping for the project featured 24-inch and 36-inch box shade trees, large shrubs, and a variety of groundcovers for an overall 23% landscaping coverage and 50% shading of the parking area. The project integrated split faced block walls with decorative caps and pilasters along the north and east property lines of gas station site. The project also intends to include wall-mounted signs for the convenience store and the fueling canopy, as well as a freeway oriented freestanding sign. However, the signs would be submitted and reviewed under a Site Development Permit at a later date. Exhibit 2 provides the approved site plan for the project.

### EXHIBIT 3: APPROVED TENTATIVE PARCEL MAP NO. 37483



## Approval Periods

**Conditional Use Permit (CUP17004).** CUP17004 was approved with a two (2) year approval period and an expiration date of September 12, 2020.

Since the applicant did not begin substantial construction prior to September 12, 2020, the applicant filed a one (1) year extension of time for the CUP prior to the expiration date. On February 4, 2021, the City Council approved Master Application (MA) No. 20131 adopting Resolution No. 2021-12 (Attachment 4), for the approval of a one (1) year extension of time for CUP17004 through September 12, 2021. The approval of the extension of time resulted in a total of three (3) years to use the CUP, which is the maximum amount of time that can be allowed per the Municipal Code. The following new conditions of approval were imposed on the project along with the extension of time approval.

**30. NO ALCOHOL SALES.** Alcohol sales are prohibited.

**31. PARCEL 2 DEVELOPMENT.**

Parcel 2 shall be fully developed with on-site parking, right-of-way improvements, utility connections to the restaurant pad, landscaping, and lighting improvements, prior to the issuance of Final Occupancy Permit for the gas station or convenience store, whichever occurs first.

The restaurant pad shall be secured with a 42-inch high P.V.C. fencing around the perimeter of the pad and the pad area shall contain drought tolerant ground cover to prevent dust emissions.

Prior to the issuance of the first building permit for the entire project site, a (1) "Wall and Fence" plan and (2) landscape and irrigation plan demonstrating compliance with these conditions of approval shall be approved by the Community Development Director. Such fencing and ground cover materials shall be identified within the landscape and wall plans.

**32. ON-SITE SECURITY PERSONNEL.** Should Parcel 2 have on-going maintenance issues which are not resolved through standard code enforcement action, then the City will require that the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, hire an on-site security guard for the duration as determined by the Community Development Director to prevent ongoing maintenance, vagrancy and other related problems.

**33. PROPERTY MAINTENANCE.** Applicant shall maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and

replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.

**34. FREEWAY-ORIENTED PYLON SIGN.** Sign shall be designed to comply with Title 7 (Zoning) including the maximum height allowed.

**Tentative Parcel Map (TPM37483).** TPM No. 37483 was approved with a three (3) year approval period and an expiration date of September 12, 2021, which is the same expiration date that was granted to CUP17004 with the approval of the first extension of time.

Since the applicant did not record the Tentative Parcel Map prior to the September 12, 2021 expiration date, the applicant filed a one (1) year extension of time for TPM No. 37483.

On November 10, 2021, the Planning Commission adopted Resolution No. 2021-11-10-01 (Attachment 5), approving a one (1) year extension of time to TPM No. 37483. The approved one (1) year extension of time to TPM No. 37483 extended the expiration date to September 12, 2022. Since the applicant did not record the Tentative Parcel Map prior to the September 12, 2022 expiration date, the applicant filed a second one (1) year extension of time for TPM No. 37483.

On December 14, 2022, the Planning Commission adopted Resolution No. 2022-12-14-02 (Attachment 6), approving a second one (1) year extension of time to TPM No. 37483. The approved one (1) year extension of time to TPM No. 37483 extended the expiration date to September 12, 2023.

**Conditional Use Permit (CUP21007).** The applicant did not have the option to file for a second extension of time for CUP17004 because the project had been granted the maximum three (3) year approval period per the Municipal Code. Because a further extension of time could not be pursued, the CUP became null and void.

In an effort to keep the project entitled, the applicant submitted Master Application No. 21219 for Conditional Use Permit No. 21007 for the same gas station and drive-thru pad project previously approved under CUP No. 17004 as shown in Exhibit 2.

On November 10, 2021, the Planning Commission adopted Resolution No. 2021-11-10-01 (Attachment 5), approving CUP No. 21007 to permit the construction a gas station, a convenience store, including the sale of motor vehicle fuel, and a drive-thru restaurant pad. The entitlement was approved with a two (2) year approval period and an expiration date of November 10, 2023.

Table 2 below provides information on all previous approvals.



| TABLE 2: PREVIOUS APPROVALS   |   |                 |
|---|---|-----------------|
| Entitlement & Approval Date   | Project Description   | Expiration Date |
| Conditional Use Permit No.17004<br>September 12, 2018                           | Gas station with concurrent sale of beer and wine, convenience store, and drive-thru restaurant pad | 9-12-2020       |
| Public Convenience or Necessity No.18001<br>September 12, 2018                  | For beer and wine for off-premises consumption  | N/A             |
| Tentative Parcel Map No. 37483<br>September 12, 2018                            | Subdivision of 5.36 acres into six (6) commercial parcels   | 9-12-2021       |
| Extension of Time for Conditional Use Permit No.17004<br>February 4, 2021       | One (1) year extension of time for CUP17004   | 9-12-2021       |
| Conditional Use Permit No.21007<br>November 10, 2021                            | Gas station with no alcohol sales, convenience store, and drive-thru restaurant pad                 | 11-10-2023      |
| First Extension of Time for Tentative Parcel Map No.37483<br>November 10, 2021  | One (1) year extension of time to TPM37483  | 9-12-2022       |
| Second Extension of Time for Tentative Tract Map No. 37483<br>December 14, 2022 | One (1) year extension of time to TPM37483  | 9-12-2023       |

Since the applicant did not record the Tentative Parcel Map prior to the September 12, 2023 expiration date, and did not begin substantial construction of the gasoline service station project prior to November 10, 2023 expiration date, the applicant filed the third one (1) year extension of time for TPM No. 37483, and the first one (1) year extension of time for CUP No. 21007 prior to their respective expiration dates as Master Application No. 23235 (TPM37483EOT3, CUP21007EOT).

## **ANALYSIS**

The applicant has submitted a request for a third one (1) year extension of time for Tentative Parcel Map No. 37483. The request for a third extension of time is due to updates that need to occur to ensure that the map corresponds with the updated Title Report. Additionally, City bonds and agreements are being revised to reflect the new surety bond company hired by the current owners. The applicant anticipates the final map to be recorded by June 2024.

The applicant has also submitted a request for the first (1) extension of time for Conditional Use Permit No. 21007. The request for the extension of time is due to ongoing planning of the remaining parcels in this development. The approved gas station project is part of a larger multi-parcel project that is intended to have a hotel, and two (2) mixed-use buildings that were not envisioned by the prior ownership who received approval of CUP21007. A Planning Commission Study Session for the hotel project (MA23013) occurred on September 27, 2023. At this time, formal entitlements for the hotel project have not been submitted. The applicant submitted a conceptual plan under an optional Pre-Application Review (MA23164) to receive preliminary comments.

TPM37483 and CUP21007 are consistent with the General Plan and Municipal Code. The request for an extension was reviewed by other departments and agencies. No agency or department expressed any concern with the extension of time request.

The processing of the extensions of time are consistent with Title 9, Planning and Zoning, and Title 7, Subdivisions, of the Jurupa Valley Municipal Code and with the State's Subdivision Map Act. Previously adopted conditions of approval from TPM37483 and CUP21007 would still apply and remain unchanged.

### **Status of Final Map**

The Applicant is required to resubmit a Final Map to the Engineering Department for final review. The most recent comments from the City requested that the applicant correct minor formatting issues and provide a thirty (30) day current Title Report and subdivision guarantee. The Applicant is currently working on finalizing corrections on the Final Map application.

## **ENVIRONMENTAL REVIEW**

The proposed extension of time is within the scope of the analysis contained in the Final Initial Study / Mitigated Negative Declaration of Master Application No. 17245, adopted on September 12, 2018 by Resolution No. 2018-09-12-01 and the Addendum to the Final Initial Study / Mitigated Negative Declaration of Master Application No. 17245, adopted on November 10, 2021 by Resolution No. 2021-11-10-01. Therefore, the Extension of Time request is "within the scope" of the previously adopted CEQA Document and a Previous Environmental Determination (PED) was prepared (Attachment 7). According to PRC §21166 and CEQA Guidelines §15162, CEQA does not require the preparation of any further environmental review.

## CONCLUSION

The proposed third one-year Extension of Time for TPM No. 37483, and the first (1) year Extension of Time for CUP No. 21007 are in conformance with the City's Municipal Code and General Plan. The subject site is physically suitable for the type of the development and proposed land use. The design of the project will not cause substantial environmental damage, harm any wildlife, nor cause serious public health problems, as demonstrated in the Initial Study / Mitigated Negative Declaration and Addendum to the Initial Study / Mitigated Negative Declaration previously adopted for this project and as further analyzed by the City's CEQA Administrator.

## NOTICING REQUIREMENTS

Public hearing notices were sent to surrounding property owners within 1,000 feet from the boundaries of the project site on Friday, January 5, 2024. Additionally, a legal advertisement was published in the Press Enterprise on Monday, January 8, 2024. No responses have been received at this time.

## FINANCIAL IMPACT

The time to process this application will be covered by a developer application deposit. No additional costs to the City are anticipated.

## ALTERNATIVES

1. Recommended Action: That the City Council adopt Resolution No. 2024-02 approving the third request for a one (1) year Extension of Time (EOT) for Tentative Parcel Map (TPM) No. 37483, and approving the first request for a one (1) year Extension of Time (EOT) for Conditional Use Permit (CUP) No. 21007, subject to the previously adopted conditions of approval.
2. Deny the extension of time request MA23235 (TPM37483EOT3, CUP21007EOT).
3. Continue the public hearing and provide direction to staff.

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. Resolution No. 2024-02
2. Adopted Planning Commission Resolution No. 2018-09-12-01
3. Approved Tentative Parcel Map (TPM) No. 37483 (dated: August, 17 2018)
4. Adopted City Council Resolution No. 2021-12
5. Adopted Planning Commission Resolution No. 2021-11-10-01
6. Adopted Planning Commission Resolution No. 2022-12-14-02
7. Previous Environmental Determination (dated: January 8, 2024)
8. Applicant's Request for EOT (dated: July 26, 2023)



**ATTACHMENT NO. 1**

**City Council Resolution No. 2024-02**

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DETERMINING NO FURTHER CEQA REVIEW REQUIRED, APPROVING A THIRD ONE-YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP NO. 37483 FOR A SCHEDULE "E" SUBDIVISION OF APPROXIMATELY 5.36 ACRES OF REAL PROPERTY LOCATED SOUTH OF STATE ROUTE 60, NORTH OF LINCOLN AVENUE AND BEN NEVIS BOULEVARD, EAST OF DALLEY WAY, AND WEST OF PEDLEY ROAD (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004), AND APPROVING A ONE YEAR EXTENSION OF TIME FOR CONDITIONAL USE PERMIT NO. 21007 TO PERMIT CONSTRUCTION OF A GAS STATION, A CONVENIENCE STORE, INCLUDING THE SALE OF MOTOR VEHICLE FUEL, AND A DRIVE-THRU RESTAURANT PAD ON APPROXIMATELY 1.84 ACRES OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003, -004, -005, -006, -008, -009) IN THE SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE**

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

**Section 1. Project.**

(a) Shield Tech, LLC applied for Tentative Parcel Map No. 37483 and Conditional Use Permit No. 17004, and requested the issuance of a Determination of Public Convenience or Necessity (PCN No. 18001) (collectively, Master Application No. 17245 or MA No. 17245) for a Schedule "E" subdivision of approximately 5.36 acres into on six (6) parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-001, -002, -003, -004, -005, -006, -008; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail ("CR") and to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, with beer and wine sales for off-site consumption at the convenience store on real property in Census Tract 405.02 located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-001, -002, -003, -004, -005, -006, -008) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR) (the "Project"). Tentative Parcel Map No 37483 was subsequently extended two times. Conditional Use Permit No. 17004 expired and Conditional Use Permit No. 21007 was granted.

(b) Summer Eagle LLC and Re-Up LLC (the "Applicant") has submitted an application (Master Application No. 23235 or MA No. 23235) for a third one-year Extension of Time for Tentative Parcel Map No. 37483 ("TPM No. 37483") and a one-year extension of time for Conditional Use Permit No. 21007 ("CUP No. 21007") to permit the construction of the Project.

**Section 2. Extension of Time - TPM No. 37483.**

(a) The Applicant is seeking approval of a one-year extension of time for TPM No. 37483, a Schedule "E" subdivision of approximately 5.36 acres into six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone.

(b) The Planning Commission approved TPM No. 37483 on September 12, 2018, with an expiration date of September 12, 2021.

(c) On November 10, 2021, the Planning Commission adopted Resolution No. 2021-11-10-01 approving a one (1) year extension of time to TPM No. 37483. The approved one (1) year extension of time to TPM No. 37483 extended the expiration date to September 12, 2022.

(d) The previous developer of the Project filed an application for a second one-year extension of time for TPM No. 37483 on August 30, 2021, prior to the September 12, 2021 expiration date. On December 14, 2022, the Planning Commission adopted Resolution No. 2022-12-14-02 approving a second one (1) year extension of time to TPM No. 37483. The approved one (1) year extension of time to TPM No. 37483 extended the expiration date to September 12, 2023.

(e) On August 14, 2023, the Applicant submitted an application for a third one-year extension of time for TPM No. 37483, prior to the September 12, 2023 expiration date.

(f) Section 7.05.020.A. of the Jurupa Valley Municipal Code provides that the Jurupa Valley Planning Commission is designated as the "Advisory Agency" charged with the duty of making investigations and reports on the design and improvement of all proposed Schedule "E" maps. Further, Sections 7.05.020.A. and 7.15.150 of the Jurupa Valley Municipal Code provide that the Planning Commission is authorized to approve, conditionally approve, or disapprove all such tentative map land divisions and report the action directly to the City Council and the land divider.

(g) Section 7.15.230.A. of Chapter 7.15 of the Jurupa Valley Municipal Code and Government Code Section 66452.6(e) provide that the Planning Commission may extend an approved or conditionally approved tentative map for a period or periods not exceeding a total of six (6) years upon application of the subdivider filed prior to the expiration of the tentative map. Further, Government Code Section 66452.6(e) provides that prior to the expiration of an approved or conditionally approved tentative map, and upon an application by the subdivider to extend that map, the tentative map shall be automatically extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.

(h) Section 7.15.180 of the Jurupa Valley Municipal Code requires denial of a tentative parcel map if it does not meet all of the requirements of Title 7 of the Jurupa Valley Municipal Code, or if any of the following findings are made:

1) That the proposed land division is not consistent with applicable general and specific plans.

2) That the design or improvement of the proposed land division is not consistent with applicable general and specific plans.

3) That the site of the proposed land division is not physically suitable for the type of development.

4) That the site of the proposed land division is not physically suitable for the proposed density of the development.

5) That the design of the proposed land division or proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6) That the design of the proposed land division or the type of improvements are likely to cause serious public health problems.

7) That the design of the proposed land division or the type of improvements will conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division. A land division may be approved if it is found that alternate easements for access or for use will be provided and that they will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

8) Notwithstanding subsection 5) above, a tentative map may be approved if an environmental impact report was prepared with respect to the project and a finding was made, pursuant to the California Environmental Quality Act (Pub. Resources Code Section 21000 et seq. ), that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

(i) Section 7.15.140 of the Jurupa Valley Municipal Code provides that the action of the Planning Commission on a tentative Schedule "E" map will be final, unless the final decision is appealed by the land divider or any interested party. In this case, however, the City Council will consider the extension of time application in the first instance as the City Council will be considering the extension of time of CUP No. 21007 pursuant to Jurupa Valley Municipal Code Section 9.240.280(5).

**Section 3. Extension of Time - CUP No. 21007.**

(a) The Applicant is seeking approval of a one-year extension of time of CUP No. 21007 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a

2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone.

(b) On November 10, 2021, the Planning Commission approved CUP No. 21007 with an expiration date of November 10, 2023.

(c) Section 9.240.280.(5) of the Jurupa Valley Municipal Code provides that if a Conditional Use Permit is required to be used within less than three (3) years, the permittee may, prior to its expiration, request an extension of time in which to use the permit. The term "use" means the beginning of substantial construction of the use that is authorized, which construction must thereafter be pursued diligently to completion, or the actual occupancy of existing buildings or land under the terms of the authorized use.

(d) Further, Section 9.240.280.(5) of the Jurupa Valley Municipal Code provides that a request for extension of time shall be made to the City Council, on forms provided by the Community Development Department and shall be filed with the Community Development Director, accompanied by the fee set forth in County Ordinance No. 671. Within thirty (30) days following the filing of a request for an extension, the Community Development Director shall review the applications, make a recommendation thereon, and forward the matter to the City Clerk, who shall place the matter on the regular agenda of the City Council.

(e) Further, Section 9.240.280.(5) of the Jurupa Valley Municipal Code provides that an extension of time may be granted by the City Council upon a determination that valid reason exists for the permittee not using the permit within the required period of time. If an extension is granted, the total time allowed for use of the permit shall not exceed a period of three (3) years, calculated from the effective date of the issuance of the permit. The effective date of a permit shall be determined pursuant to either Section 9.240.250 or 9.240.260 of the Jurupa Valley Municipal Code.

**Section 4. Procedural Findings.** The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) The application for MA No. 23235 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 January 18, 2024, the City Council of the City of Jurupa Valley held a public hearing on MA No. 23235, 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.

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

**Section 5. California Environmental Quality Act Findings.** The City Council of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007:

(a) Pursuant to California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 *et seq.*) and the City's CEQA Guidelines, City staff has considered the potential environmental impacts of the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007. City staff has reviewed the Mitigated Negative Declaration ("MND") for Conditional Use Permit No. 17004, TPM No. 37483, Determination of Public Convenience or Necessity (PCN 18001) (collectively, Master Application No. 17245 or MA No. 17245) adopted by the Planning Commission on September 12, 2018, and the Addendum to the MND that was adopted by the Planning Commission on November 11, 2021 for CUP No. 21007, including the impacts and mitigation measures identified therein, and prepared a Previous Environmental Document Review Determination in accordance with CEQA for the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007. Based on that review, the City of Jurupa Valley Community Development Department has determined that the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 and the circumstances under which the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 do not involve new information of substantial importance which shows that the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 will have significant effects not discussed in the prior MND and Addendum to the MND. All potential environmental impacts associated with MA No. 23235, are adequately addressed by the prior MND and Addendum to the MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant.

(b) The City Council has independently reviewed the Previous Environmental Document Review Determination, and based upon the whole record before it, the Previous Environmental Document Review Determination, and its independent review and judgment, finds that that the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 is not subject to further environmental review pursuant to the CEQA Guidelines because:

1) The proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 and the circumstances under which the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 are undertaken do not involve substantial changes which will result in new significant environmental effects, and that the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 do not involve new information of substantial importance which shows that the proposed one-year Extension of Time for TPM No. 37483 and CUP No. 21007 will have significant effects not discussed in the prior MND and Addendum to the MND; and

2) All potential environmental impacts associated with MA No. 23235 are adequately addressed by the MND and Addendum to MND, and the mitigation measures contained in the MND will reduce those impacts to a level that is less than significant.

(c) The custodian of records for the MND, Addendum to the MND and the Previous Environmental Document Review Determination, and all other materials that constitute the record of proceedings upon which the City Council's determination is based, is the Community Development Department of the City of Jurupa Valley. Those documents are available for public

review in the Community Development Department located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

**Section 6. Findings for Approval of Extension of Time for TPM No. 37483.** The City Council of the City of Jurupa Valley does hereby find, determine, and declare that the proposed one-year Extension of Time for TPM No. 37483 should be granted because:

(a) The proposed one-year Extension of Time for TPM No. 37483 continues to meet all requirements of Title 7 (Subdivisions) of the Jurupa Valley Municipal Code in that the parcels will be divided to meet all criteria

(b) The proposed land division continues to be consistent with the 2017 Jurupa Valley General Plan and the General Plan land use designation of Commercial Retail (CR) in that the land is suitable for the proposed commercial subdivision, including floor-to-area ratio;

(c) The design or improvement of the proposed land division continues to be consistent with the 2017 Jurupa Valley General Plan in that the land division is consistent with the commercial development policies within the General Plan.

(d) The site of the proposed land division continues to be physically suitable for the type of development, will accommodate the proposed commercial development, and will be graded according to applicable code standards.

(e) The site of the proposed land division continues to be physically suitable for the proposed density of the development in that the proposed land division is consistent with the vision of the 2017 Jurupa Valley General Plan for commercial growth development for the subject area and the water and sewer purveyor, Jurupa Community Services District (JCSD), issued a "will serve" letter stating that water and sewer service will be available to the development.

(f) The design of the proposed land division or proposed improvements, as conditioned and with the imposition of mitigation measures, is not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.

(g) The design of the proposed land division or the type of improvements is not likely to cause serious public health problems in that the land division has been designed to be harmonious with the surrounding community and provides for safe on-site traffic and pedestrian circulation.

(h) The design of the proposed land division or the type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division in that the proposed tentative parcel map and development plans have been prepared to prevent any such conflicts.

**Section 7. Findings for Approval of CUP No. 21007.** The City Council of the City of Jurupa Valley does hereby find, determine, and declare that the proposed Extension of Time for CUP No. 21007 should be granted because the Applicant has demonstrated the following valid

reasons for the Applicant not using the permit within the initially approved two (2) year period of time:

(a) The Applicant has been engaged in the ongoing planning of the remaining parcels in this development. The approved gas station project is part of a larger multi-parcel project that is intended to have a hotel, and two (2) mixed-use buildings that were not envisioned by the prior ownership who received approval of CUP No. 21007. A Planning Commission Study Session for the hotel project (MA 23013) occurred on September 27, 2023. The mixed-use project is currently under review as Master Application No. 23164.

**Section 8. Approval of Master Application No. 23235 with Conditions.** Based on the foregoing, the City Council of the City of Jurupa Valley hereby (1) approves a one-year Extension of Time for TPM No. 37483, a Schedule "E" subdivision of approximately 5.36 acres into on six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR), and (2) a one-year Extension of Time for CUP No. 21007 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, with beer and wine sales for off-site consumption at the convenience store on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR). TPM No. 37483 shall expire on September 12, 2024, unless within that period of time the expiration date of September 12, 2024 shall have been extended or a final map shall have been approved and filed with the County Recorder. CUP No. 21007 shall expire on November 11, 2024.

**Section 9. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 18<sup>th</sup> day of January, 2024.

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Guillermo Silva  
Mayor

ATTEST:

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Victoria Wasko, CMC  
City Clerk



## CERTIFICATION

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

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2024-02 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 18<sup>th</sup> day of January, 2024, by the following votes, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Victoria Wasko, City Clerk  
City of Jurupa Valley

# City of Jurupa Valley

## EXHIBIT "B"

### CONDITIONS OF APPROVAL FOR MA17245 (CUP17004, PCN18001 & TPM37483)

#### PLANNING DEPARTMENT

1. **PROJECT PERMITTED.** MA17245 (CUP17004, PCN18001 and TPM37483) is for a two (2) phased development: Phase 1 includes a Chevron gas station with 2,900 square-foot fueling canopy and 12 fueling positions; a 4,500 square-foot convenience store and a 2,100 square-foot office on the second floor of the convenience store on proposed Parcel 1. Phase 2 Includes a 2,500 square-foot pad for future drive-thru restaurant. Restaurant design shall require separate approval of a Site Development Permit (SDP). Tentative Parcel Map No. 37483 is for the subdivision of 9 parcels into 6 commercial parcels and the PCN is for the sale of alcoholic beverages for off-site consumption in an over concentrated census tract. On-site advertising signs are not part of this approval. Parcels 1-4 are located at the northwest corner of Pedley Road and Ben Nevis Boulevard and Parcels 5 & 6 are located at the southeast corner of Ben Nevis Boulevard and Avon Street. Parcels 1 and 2 are associated with the gas station development and restaurant pad. APNS: 169-031-001; 169-031-002; 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-032-002 & 169-032-004.
2. **INDEMNIFY CITY.** The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (ii) of the first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.

# City of Jurupa Valley

3. **CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Planning Director or designee.
4. **ACKNOWLEDGEMENT OF RECEIPT FORM.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to having received a copy of the "Applicant's Acknowledgement of Comments and Code Information from Internal/External Agencies". The receipt form shall be given to the Planning Director or designee.
5. **MITIGATION MEASURES.** This project shall be subject to the mitigation measures adopted with the Mitigated Negative Declaration (MND) prepared for the project and included with these conditions of approval.
6. **FEES.** The approval of MA17245 (CUP17004, PCN18001 and TPM37483) shall not become effective until all planning fees have been paid in full.
7. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).** This project is approved subject to the provisions of a Mitigated Negative Declaration. Within forty-eight (48) hours of final approval for this project, the owner or designee shall deliver to the Planning Department a check payable to the Riverside County Clerk in the amount of \$2,330.75 (includes \$50.00 County Clerk Processing Fee) or the fees that are currently in effect at the time. This will enable the City to file the Notice of Determination.
8. **COPIED CONDITIONS.** Prior to the issuance of any building permit, the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.
9. **APPROVAL PERIOD – CONDITIONAL USE PERMIT.** This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By "use", it shall mean the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two (2) year period, the permittee may request up to one (1) year of extension of time in which to begin substantial construction or use of this permit. Should the extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, it shall become null and void.
10. **APPROVAL PERIOD – TENTATIVE PARCEL MAP.** An approved or conditionally approved tentative parcel map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time pursuant to Ordinance No. 460.
11. **CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans (listed below) with any changes in accordance to these conditions of approval:
  - a. Architectural Set of Plans consisting of:
    - i. Sheet C.1.0: Site Plan (8/15/18)
    - ii. Sheet C.1.1: Enlarged Site Plan (8/15/18)

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- iii. Sheet L.1.1: Conceptual Planting Plan (8/16/18)
- iv. Sheet A.1.1: Main Floor Plan (2/12/18)
- v. Sheet A.1.2: 2<sup>nd</sup> Floor Plan (1/23/17)
- vi. Sheet A.2.1: Building Elevations ( 5/1/18)
- vii. Sheet A.2.2: Wall Plan (8/16/18)
- viii. Sheet CA.1.1: Canopy Elevations (1/23/17)
- ix. Sheet SD.1.1: Site Details (8/16/18)
- x. Sheet SD.1.2: Trash Enclosure (5/1/18)
- xi. Sheet C.2.1: Security Plan (1/23/17)
- xii. Sheet C.3.1: Street Sections (8/16/18)
- xiii. Preliminary Grading and Drainage Plans (sheets 1-7 dated 8/16/18)

b. Tentative Parcel Map No. 37483 (Sheets 1-4 dated 8/17/18)

c. The Title Block of Preliminary Grading and Drainage Plans (sheets 1-7 dated 8/16/18) shall be revised to remove any reference to Mobil Gas Station with C-Store and Carwash. Title Block shall reference the Chevron gas station project as identified under Condition No. 1.

**12. SIGN PERMIT.** Prior to the issuance of any building permit, the owner or designee shall submit a separate Site Development Permit (SDP) for Planning Director review and approval of any proposed on-site signage. Signage shall be architecturally integrated with the overall project.

**13. ADVERTISING SIGNAGE.** Window signage shall be prohibited. Advertisement signage on exterior walls is also prohibited, unless approved through a permit by the Planning Department.

**14. ON-SITE LANDSCAPING.** Prior to the issuance of any Building permit, the applicant shall submit a "Professional Services (PROS)" application (with current fees) and the following items for Planning Director review and approval:

- a. The total cost estimate of landscaping, irrigation, and one-year of maintenance.
- b. Completed City Faithful Performance Bond for Landscape Improvements form with original signatures after the City provides the applicant with the required amount of bond.
- c. Completed City Landscape Agreement with original signatures after the City has reviewed the submitted cost estimate.
- d. Final landscape, maintenance, planting, and irrigation plans and digital copies (CD format).
- e. Add landscape vine along the northern perimeter wall and train vine to cling over the wall for graffiti prevention along the freeway off ramp view.

**Prior to the final inspection of any Building permit,** the Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley once s/he has deemed the installation is in conformance to the approved plans. Following the inspection of the Landscape Architect of Record, the applicant shall schedule a City inspection with the City's landscape architect.

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15. **SPECIAL REVIEW OF PARKING.** Prior to the issuance of any building permit, the applicant shall obtain Planning Director authorization for the Special Review of Parking.
16. **OWNERSHIP AND MAINTENANCE OF COMMON AREA.**
- a. **Formation of a Permanent Organization.** Prior to the recordation of the final map, the applicant shall form a permanent organization, such as a property owners' association, for the ownership and maintenance of all common areas including, but not limited to, landscaping, parking areas, and circulation systems (areas) in perpetuity.
  - b. **Covenants, Conditions, and Restrictions (CC & Rs).** Prior to the recordation of the final map, the applicant shall submit draft Covenants, Conditions, and Restrictions (CC&Rs) for the Planning Director review and approval. The CC&Rs shall identify the common areas for ownership and maintenance with text and an exhibit. The common areas shall include the following items:
    - i. Access and Circulation Areas
    - ii. Drainage Facilities
    - iii. Landscaping and Irrigation
    - iv. Parking Areas
    - v. On-site Exterior Lighting Fixtures
    - vi. Trash Enclosures
    - vii. Walls and Fencing
    - viii. Any additional item that may be required by the Planning Director
17. **GRAFFITI PROTECTION FOR WALLS.** Prior to the issuance of any building permit, the applicant shall submit plan that includes anti-graffiti coating or protection for the exterior side of all perimeter walls and exterior of building walls to half the height of the structure, or 12 feet, whichever is greater, for City review and approval. The applicant shall remove any graffiti on the property as soon as possible. In addition, if the applicant was notified by the City, the applicant shall remove the graffiti within seven (7) days of the City's notice.
18. **PEDESTRIAN ON-SITE PATHWAYS.** All on-site pedestrian access pathways shall be constructed with decorative paving such as colored concrete pavers or stamped concrete to the satisfaction of the Planning Director.
19. **SHARED ACCESS.** The applicant shall maintain an access area along a portion of the western property line of Parcel 2 to encourage reciprocal access into the future development of the adjacent property located to the immediate west of this subject site.
20. **EFFECTIVE DATE OF CONDITIONAL USE PERMIT (SALE OF BEER AND WINE).** The Conditional Use Permit shall not take effect until the following conditions of approval are satisfied:
- a. **Security System.** The applicant shall install (1) an alarm system and (2) a surveillance monitoring system. The surveillance monitoring system shall include the surveillance monitoring of all entrances and exits. The surveillance plan shall

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be reviewed and approved by the Planning Department and by the Riverside County Sheriff's Department.

- b. **L.E.A.D. Certificate.** The applicant and any employees of the retail selling alcoholic beverages for off-site consumption shall provide the "Licensee Education on Alcohol and Drugs" (L.E.A.D.) completion certificate to the Planning Department.

## **21. ADDITIONAL REQUIREMENTS RELATED TO SALE OF BEER & WINE FOR CONVENIENCE STORE AT GAS STATION.**

- a. **Education for Public.** Applicant shall educate the public regarding laws related to alcohol such as driving under the influence of intoxicating beverages, minimum age for purchase and consumption of alcoholic beverages. Applicant shall provide proof of satisfying the condition when requested by the City.
- b. **Permitted Display/Storage Locations of Beer and Wine.** The display or storage of alcoholic beverages shall only be as shown on the approved floor plans. No displays of beer and wine within 5 feet of any entrance or checkout counter. Cold beer or wine must be sold or displayed in permanently fixed electrical coolers only.
- c. **On-site Advertisement for Beer or Wine.** No advertising of alcoholic beverages on gasoline islands; no lighted advertising of alcoholic beverages on the exterior of the building or within window areas.
- d. **Employees' Minimum Age to sell alcohol.** Employees must be at least 21 years of age if selling any alcoholic beverages between the hours of 10:00 pm and 2:00 am.
- e. **Drive-Thru Sales Prohibited.** If future development included a drive-thru for the convenience store, the following restriction shall apply: no alcoholic beverage sales shall be made from a drive-in window.

## **22. LIMITED SALES OF ALCOHOLIC BEVERAGES.** The following types of alcoholic beverages (beer and wine) for off-site consumption are prohibited:

- a. Single can or bottle of alcoholic beverage less than or equal to forty (40) ounces.
- b. Packages containing less than six (6) cans, or bottles, to a case.

## **23. DELIVERIES.**

**Restricted Loading / Unloading Times.** Hours of delivery for the project site shall only occur between the hours of 7:00 am – 6:00 pm on Mondays to Fridays. Failure to comply with this condition is a violation of this approval of MA17245 (CUP17004, PCN18001 and TPM37483). If the applicant does not correct the violation or has repeatedly violated this condition, the applicant shall be subject to a Planning Commission's public hearing to resolve the violation. If the violation cannot be cured for any reason after the Planning Commission's public hearing, MA17245 (CUP17004, PCN18001 and TPM37483) may be subject to revocation.

## **24. TRASH COLLECTION.** Prior to the issuance of any building permit, the applicant shall submit plans to include the trash collection with details and specification to the Planning Department for review and approval. Walls of the enclosure and any solid

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gates shall have graffiti protection coating. In addition, the applicant shall submit an approval or clearance letter from the waste collection agency to the Planning Department.

25. **OUTDOOR LIGHTING.** The applicant shall provide sufficient outdoor lighting after dusk. All outdoor lighting fixtures shall be maintained in good condition. Light fixtures shall be shielded to prevent any light to flood onto adjacent properties.
  - a. **Photometric Plan.** Prior to the issuance of any building permit, the applicant shall submit a photometric plan which provides ample site coverage and prevents spillage and glare onto adjacent properties.
26. **IMMEDIATE REMOVAL OF LOITERERS.** The applicant shall remove any loiterer once discovered. If the applicant fails to immediately remove any loiterer, the Conditional Use Permit and Determination of Public Convenience or Necessity for the sale of beer and wine for off-site consumption may be subject to revocation.
27. **ACCESS POINTS OF THE CONVENIENCE STORE.** All exterior access points to the building shall be secured and illuminated to identify any person and/or activity during late night hours. Employees shall limit trash removal and any unnecessary opening of exterior access points during late night hours.
28. **MAINTENANCE OF PROPERTY.** The applicant shall maintain the shopping center and be kept free of debris, weeds, abandoned vehicles, code violations, and any other factor or condition that may contribute to potential blight or crime.
29. **ROOFTOP EQUIPMENT.** All rooftop equipment shall be screened from public view.
30. **JURUPA AREA RECREATION AND PARK DISTRICT.** Prior to the issuance of any building permit, the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.
31. **MULTIPLE SPECIES HABITAT CONSERVATION PLAN MITIGATION FEE (ORD. NO. 810).** The applicant shall pay any owed fees pursuant to Ordinance No. 810. In order for the agency to determine that the project qualifies for any exemptions for any of the subject fees, the applicant needs to submit sufficient evidence to the City to demonstrate that it qualifies for the exemption.
32. **SALE OF INDIVIDUAL BUILDINGS.** No structure constructed on Project site may be sold until the subject Project on which the structure is located is divided and a final map recorded in accordance with the City's subdivision regulations such that the structure is located on a separate legally divided parcel.
33. **COMMUNITY TRAIL.** Prior to Final Map.
  - a. The applicant, or his/her designee, shall submit a detailed plan showing the precise location and design of the 10-foot wide DG (decomposed granite) trail and trail fence along Parcels 5 and 6 to the satisfaction of the JARPD and the Planning Director.
  - b. The applicant, or his/her designee, shall dedicate the 10-foot wide easement for trail purposes to JARPD. Proof of such dedication shall be provided to the Planning Department.

## ENGINEERING DEPARTMENT

# City of Jurupa Valley

## 1. GENERAL REQUIREMENTS (ENGINEERING)

- 1.1 The use hereby conditioned is for a Conditional Use Permit (CUP17004) and Schedule "E" subdivision, Tentative Parcel Map No. 37483; being a subdivision of a portion of Lot 25, portion of Lot 26, and portion of Lot 54 of the resubdivision of Glen Avon Heights as shown on file in Map Book 10, Page 100, of Maps on file in the County of Riverside, California; more particularly Assessor's Parcels Number APN 169-031-008, 169-031-006, 169-031-005, 169-031-004, 169-031-003, 169-031-002, 169-031-001, 169-032-002, 169-032-004; consisting of 5.36 acres, into 6 numbered parcels for commercial purposes, and 2 lettered lots for road dedication. Exhibit titled Tentative Parcel Map No. 37483, prepared by Salem Engineering Group, Inc., dated August 2018, is hereby referenced.
- 1.2 This land division shall comply with the State of California Subdivision Map Act, the City of Jurupa Valley Municipal Code, and Riverside County Ordinance No. 460; as it pertains for Schedule "E" subdivisions for commercial purposes, unless otherwise modified by the conditions listed herein.
- 1.3 It is assumed that any easements shown on the referenced exhibits are shown correctly and include all the easements that encumber the subject property. The Project proponent shall secure approval from all easement holders for all grading and improvements which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no affect. Should such approvals or alternate action regarding the easements not be provided, the Project proponent may be required to amend or revise the permit application.
- 1.4 Pedley Road is a paved, City-maintained road classified in the City's General Plan as an Arterial Road with an ultimate right-of-way width of 128 feet. No additional right-of-way is required from the applicant along Pedley Road except to provide corner cut back.
  - 1.4.1 No additional right-of-way is required from the applicant along Pedley Road except to provide corner cut back.
  - 1.4.2 The project proponent shall cause improvement plans, for parkway improvements and per these Conditions, to be prepared and submitted for review and approval of the City Engineer. Improvements on Pedley Road shall be design and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.5 Ben Nevis Boulevard is a paved, City-maintained road and shall be improved in accordance with Riverside County Road Standard No. 111 and as modified on these conditions of approval and shown on the referenced exhibit.
  - 1.5.1 Right-of-way dedication to provide corner cut back at intersection with Pedley Road is required.
  - 1.5.2 Right-of-way dedication is required to provide 72 ft. right of way width along the frontage of parcels 2, 3 and 4 of the referenced exhibit.



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- 1.5.3 Right-of-way dedication is required to provide improvements per this conditions and the referenced exhibit along the frontage of parcels 1, 2, 5, and 6.
- 1.5.4 The project proponent shall cause improvement plans, for parkway improvements and per this condition, to be prepared and submitted for review and approval of the City Engineer. Improvements on Ben Nevis Boulevard shall be designed and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.6 Avon Street is a paved, City-maintained road unclassified in the City's General Plan. The project proponent shall cause improvement plans, per these Conditions, to be prepared and submitted for review and approval of the City Engineer.
  - 1.6.1 No additional right-of-way is required from the applicant along Avon Street except to provide corner cut back at Ben Nevis Boulevard.
  - 1.6.2 The project proponent shall cause improvement plans, for parkway improvements and per these Conditions, to be prepared and submitted for review and approval of the City Engineer. Improvements on Avon Street shall be designed and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.7 In compliance with Santa Ana Regional Water Quality Control Board Orders this project is required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. Guidelines and templates to assist the developer in completing the necessary studies are available on-line at [www.floodcontrol.co.riverside.ca.us](http://www.floodcontrol.co.riverside.ca.us) under Programs and Services, Stormwater Quality.
- 1.8 Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with Riverside County Ordinance 460 and 461, as adopted by the City. This also applies to existing overhead lines which are 33.6 kilovolts or below within and along the project frontage and between the nearest poles offsite in each direction of the project site. All utility extensions within the subdivision and within individual lots shall be placed underground.
- 1.9 Owner will be required to annex into Jurupa Valley's Lighting and Landscape Maintenance District 89-1-C (L&LMD) for landscape maintenance.
- 1.10 Owner will be required to form or annex into, if one already exists, a CFD for Public Safety. If this project is within any assessment/benefit district, the Owner shall make application for any reapportionment of the assessments or pay the unit fees in the assessment/benefit district as appropriately caused by approval of the project.

## 2. PRIOR TO GRADING PERMIT (ENGINEERING)

- 2.1 No grading permit shall be issued until the Tentative Parcel Map (TPM), and all other related cases are approved and are in effect unless otherwise approved by the City Engineer.

# City of Jurupa Valley

- 2.2** A preliminary geotechnical report, Geotechnical Engineering Investigation, dated August 31, 2017 and addendum dated April 23, 2018; by SALEM Engineering Group, Inc., were submitted for this project. A final geotechnical report is required to be submitted to the Engineering Department for review and approval.

Final report must address the following at submittal:

- 2.2.1** Soldier pile temporary shoring system proposed for construction of retaining wall. Report shall discuss feasibility of method proposed for the construction, H-beams.
- 2.3** Applicant shall be responsible to obtain all permits required by City and other agencies. This includes any Caltrans permitting that may be triggered by encroachments into their right-of-way, such as tieback anchors required for wall construction extending into Caltrans right-of-way.
- 2.4** Shoring plans shall be submitted for review and approval of the Engineering Department.
- 2.5** The Project Proponent shall cause a "rough" grading plan or a combined "rough and precise" grading plan for the entire site to be prepared and submitted for review and approval by the City Engineer. The grading plan shall show grading in the public right-of-way from the right-of-way line to the back of curb. Grading agreement and securities shall be in place prior to commencement of grading.
- 2.5.1** The grading plan shall provide for acceptance and proper treatment of all off-site drainage flowing onto or through the site. Drainage shall be treated on site, no runoff to existing public right-of-way will be accepted, except when treating runoff of site is not recommended by geotechnical engineer. In the latter case, the applicant shall demonstrate that the existing drainage facilities are in condition and sized adequately to receive additional flows to the City Engineer's satisfaction. If quantities of flow exceed the capacity of the conveyance facility, the applicant will be required to provide adequate drainage facilities and/or appropriate easement(s), if necessary, as approved by the City Engineer.
- 2.5.2** The grading plan shall provide for protection of downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.
- 2.5.3** Temporary erosion control measures shall be implemented immediately following rough grading to prevent transport and deposition of earthen materials onto downstream/downwind properties, public rights-of-way, or other drainage facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.
- 2.5.4** Driveway approaches shall be located as shown on the referenced exhibit. The driveway approaches shall be constructed per Riverside County Standard No. 207A. Existing driveway approaches, if any, shall be removed and replaced with full height curb and gutter.

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- 2.6 Prior to approval of the grading plan, Landowner shall prepare, or cause to be prepared, a final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFCD) requirements for processing with and approval of the City Engineer.
- 2.6.1 The water quality management features and facilities to be constructed shall be shown on the project's site grading plans or separate post-construction BMP improvement plans for approval of the City Engineer.
- 2.6.2 The property owner shall enter into a Water Quality Management Plan and Stormwater BMP Operation and Maintenance Agreement with the City. The agreement shall be recorded and a certified copy shall be provided to the City Engineer.
- 2.7 Prior to approval of the grading plan for disturbance of one (1) or more acres the landowner shall provide evidence that it has prepared and submitted to the State Water Resources Control Board (SWRCB) a Storm Water Pollution Prevention plan (SWPPP). The SWRCB issued WDID number shall be included on the face of the grading plan.
- 2.8 Any proposed retaining walls will require a separate permit(s). Permits shall be obtained prior to the issuance of any grading permit unless otherwise approved by the City Engineer and Building Official.
- 2.9 Where grading involves import or export the Project Proponent shall obtain approval for the import/export location, from the Engineering department, if located in the City. If an Environmental Assessment did not previously address the import/export location a Grading Environmental Assessment shall be submitted to the Engineering Department for comment and to the Planning Director for review and approval. If import/export location is outside the City the Project Proponent shall provide evidence that the jurisdictional agency has provided all necessary separate approvals for import/export to/from the site.
- 2.10 Where grading involves import or export using City streets the Project Proponent shall obtain approval of the haul route and a haul route permit from the Public Works Department.
- 2.11 A preliminary Hydrology Study, dated September 12, 2017, by CJC Design, Inc., was submitted for this project. A final Hydrology report is required to be submitted to the Engineering Department for review and approval.
- 2.11.1 All drainage and storm drain improvements shall be designed in accordance with Riverside County Flood Control & Water Conservation District's standards. Drainage shall be designed to accommodate 100-year storm flows. Minimum drainage grade shall be 1% except on Portland Cement Concrete where 0.5% shall be the minimum.
- 2.11.2 The drainage study and the grading plan shall be signed by a California licensed civil engineer.
- 2.12 Grading plans shall clearly address mitigation of runoff from Caltrans right-of-way north of the site. Flow shall be accepted and treated on site and shall not be directed to public right-of-way.

# City of Jurupa Valley

**2.13** The Project Proponent shall prepare separate landscaping and irrigation plans for areas within the street right-of-way for review and approval by the City Engineer. Plans shall be prepared in accordance with Riverside County Ordinance.

**2.13.1** Right-of-way Landscape and Irrigation plans shall be prepared per Riverside County Ordinance 859 and per the City's submittal guidelines and package. Landscaped median(s) shall be part of the plans.

**2.14** The Project Proponent shall prepare separate street improvement and street lighting plans for review and approval by the City Engineer.

## **3. PRIOR TO FINAL MAP RECORDATION**

**3.1** No final Parcel Map shall be recorded until all Planning related cases, if any, and the annexation to Jurupa Valley's Lighting & Landscape Maintenance District 89-1-C (JV L&LMD), if any, associated with this subdivision are approved.

**3.2** No final Map shall be recorded until the Annexation to JV L&LMD associated with this project is finalized.

**3.2.1** District maintenance responsibilities will include, but is not limited to, the maintenance of the following:

- a. Parkway landscaping along Pedley Road;
- b. Parkway landscaping along Ben Nevis Boulevard;
- c. Tree trimming for trees within the public right-of-way, as identified on the Annexation Landscape Plans and approved by the Director of Public Works;
- d. Median improvements.

**3.3** Lot access shall be restricted along the public rights-of-way. On the final Parcel Map the Owner shall dedicate abutter's rights of access along Ben Nevis Boulevard and Pedley Road; except at approved driveway access points on Ben Nevis Boulevard as shown on the referenced exhibit.

**3.4** The Project Proponent shall provide improvement plans for approval of the City Engineer for all public improvements including, but not limited to, street improvements plans showing parkway improvements, road and pavement improvements, landscape and irrigation, traffic signal plans, and water system.

**3.5** Rights-of-way for streets and public utilities purposes shall be dedicated and shown on the Final Parcel Map in accordance with these conditions of approval, the City's Municipal Code, Riverside County Ordinance 460, and Riverside County Ordinance 461. It is understood that the Tentative Parcel Map exhibit correctly shows acceptable centerlines, existing easements, traveled ways, and drainage courses, and that the omission or unacceptability may require that the Developer amend or revise the tentative map as may be necessary to allow a finding that the final Parcel Map is in substantial conformance with the tentative map.

**3.6** The Project Proponent shall prepare improvement plans for approval of the City Engineer:

# City of Jurupa Valley

**3.6.1** Project Proponent shall prepare plans for improvements on Ben Nevis Boulevard, along the frontage of the proposed subdivision, consistent with the conditions of approval and shall be responsible of construction of the improvements:

a. Ben Nevis Boulevard shall be considered a Collector Road and Improved per Riverside County Standard No. 111 modified to provide curb adjacent landscape;

b. Improvements shall include curb & gutter, sidewalk, drive approaches, landscaping & irrigation, median modifications, traffic signal improvements, and signing & striping.

c. Parkway improvements shall be as shown on referenced exhibit, unless otherwise as otherwise modified and approved by the City Engineer;

d. Standard No. 111 shall be modified at the intersection with Pedley Road as noted and identified on Table A (Traffic and Transportation Improvement and Mitigation List). Road pavement treatment required for Ben Nevis Boulevard at project frontage. Applicant shall provide pavement treatment per Geotechnical Engineer's recommendation and as approved by the City Engineer.

**3.6.2** Project Proponent shall prepare plans for improvements on Pedley Road, along the frontage of the proposed subdivision, consistent with the conditions of approval and shall be responsible of construction of the improvements:

a. Improvements shall include curb, gutter and sidewalk repairs as identified by City Public Works Inspector; landscaping & irrigation, median modifications, traffic signal improvements, and signing & striping;

b. Parkway improvements shall be as shown on referenced exhibit, unless otherwise as otherwise modified and approved by the City Engineer;

c. Improvements shall include landscaping & irrigation, traffic signal improvements, and signing & striping - as noted and identified on Table A (Traffic and Transportation Improvement and Mitigation List).

d. Improvements for Ben Nevis Boulevard and Pedley Road intersection;

e. Pavement treatment required for Pedley Road: Slurry seal; shall be reviewed and approved by City Engineer.

**3.6.3**

Project Proponent shall prepare plans for improvements on Avon Street consistent with the conditions of approval and shall be responsible of construction of the improvements:

a. Curb and gutter;

b. 10-foot parkway, including a 5-foot sidewalk and 5-foot curb adjacent landscaping.

**3.7** Should this project be within any assessment/benefit district, the Project Proponent shall make application for and pay any reapportionment of the assessment or pay the unit fees in the assessment/benefit district.

**3.8** Provide clearance letter from water and sewer utility purveyor, that all and any conditions by the water and sewer utility purveyor (if any) have been satisfied or appropriately initiated to its satisfaction.

# City of Jurupa Valley

- 3.9 Provide non-interference letters from all public utilities within the project boundary.
- 3.10 Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with Riverside County Ordinances 460 and 461, as adopted by the City. The Project Proponent is responsible for coordinating the work with the serving utility company. This requirement applies to underground existing overhead electrical lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site including services that originate from poles on the far side of the street. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. Written proof confirming initiation of the design of utility improvements or relocations, issued by the utility company, shall be submitted to the Engineering Department for verification purposes.
- 3.11 Project proponent shall obtain approval by water and sewer purveyor for water system and sewer system improvement plans (if any). The plans shall be submitted to and approved by the appropriate service district and the City.

## 4. PRIOR TO ISSUANCE OF BUILDING PERMIT

- 4.1 The Project geotechnical/soils engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the Geotechnical/Soils report approved for this project.
- 4.2 A licensed land surveyor or civil engineer shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
- 4.3 The site's BMP facilities and features shall be constructed as shown on the project's site grading plans or separate post-construction BMP improvement plans approved of the City Engineer. Post-construction water quality surface features and facilities such as basins and bio-swales are not required to be landscaped prior to issuance of building permits, but must be otherwise constructed and additional temporary erosion control measures in place as approved by the City Engineer.
- 4.4 The required domestic water system improvements, including fire hydrants, shall be installed and accepted.
- 4.5 Applicant shall pay fair share payments identified on Table A (Traffic and Transportation Improvement and Mitigation List).
- 4.6 A cross-lot drainage agreement and/or easement between the parcels is required.
- 4.7 A reciprocal access easement is required between the parcels.

## 5. PRIOR TO BUILDING PERMIT SIGN-OFF (ENGINEERING)

# City of Jurupa Valley

- 5.1 The Project Proponent is responsible for the completing off all grading and construction of all infrastructure improvements within the public right-of-way in accordance with approved plans, with Riverside County Ordinance 461, as adopted by the City, and with all other applicable requirements, to the satisfaction of the City Engineer.
- 5.2 The Project geotechnical/soils engineer shall provide a Final Grading Certification, certifying to the completion of the precise grading in conformance with the approved grading plans, the recommendation of the Geotechnical/Soils report approved for this project and the California Building Code Appendix J.
- 5.3 A licensed surveyor or civil engineer shall certify to the completion of precise grading in conformance with the lines and grades shown on the approved grading plans.
- 5.4 The Project Proponent is responsible for completing all utility mainline and service line extensions within and serving the project site, including but not limited to, electrical power, telephone, other communication, street lighting, and cable television underground as herein before required, unless otherwise approved by the City Engineer in writing. Utility extensions from the mainline or other points of connection within the public right-of-way require that the Project Proponent obtained an Encroachment Permit from the Engineering Department. Correspondence from the respective utility company approving and accepting utility improvements shall be provided from each respective utility company. The City will make a final inspection of work to verify that any impacts that the work might have had to other City owned infrastructure is restored or repaired to the satisfaction of the City Engineer.
- 5.5 The Project Proponent is responsible for completing all landscaping and irrigation improvements within the public right-of-way as applicable. The Project Proponent shall provide a Landscaping Certificate of Completion to the City Engineer.
- 5.6 The Project proponent is responsible for the completion of all post-construction water quality Best Management Practices (BMPs) facilities and features. These facilities and features will require operation and maintenance in perpetuity by the Property Owner(s).
- 5.7 The Project Proponent shall complete all improvements required for the annexation process to JV L&LMD, and the 90-day maintenance period of the improvements shall be finished.

# City of Jurupa Valley

**TABLE A - TRAFFIC AND TRANSPORTATION IMPROVEMENT AND MITIGATION LIST**

| Geometric Modification  | Description   |
|---|---|
| <b>INTERSECTIONS</b>  |   |
| <b>Project-Specific Intersection Mitigation</b>                         |   |
| Intersection of West Project Driveway (NS) and Ben Nevis Boulevard (EW) | <p>Modify geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> N/A (Future Property Access Driveway).</li> <li>• <b>SB:</b> one shared LT/TH/RT lane.</li> <li>• <b>EB:</b> one LT lane, one TH lane.</li> <li>• <b>WB:</b> one LT lane, one TH lane.</li> </ul> <p>Note: Future NB driveway to accommodate future development on south side of Ben Nevis Blvd.</p>   |
| Intersection of East Project Driveway (NS) and Ben Nevis Boulevard (EW) | <p>Modify geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> N/A.</li> <li>• <b>SB:</b> one inbound RT lane.</li> <li>• <b>EB:</b> one shared TH/RT lane.</li> <li>• <b>WB:</b> one TH lane.</li> </ul> <p>Note: Raised median to be installed on Ben Nevis Blvd.</p>   |
| Intersection of Pedley Road (NS) and Ben Nevis Boulevard (EW)           | <p>Install geometries to provide:</p> <p><b>NB:</b> one LT lane, one TH lane.<br/> <b>SB:</b> one TH lane, one RT lane.<br/> <b>EB:</b> one LT lane, one RT lane.<br/> <b>WB:</b> N/A.</p> <p>Note: Project to pay for full cost to install curb return in ultimate location in NW quadrant of the intersection and roadway width on Ben Nevis Blvd to accommodate future dual WB LT turn lanes and one RT lane. In addition, Project fair share = 5 percent of \$250,000 future improvements on Pedley Road including signalization and northbound roadway widening.</p> |
| <b>Fair-Share Intersection Improvements</b>                             |   |
| Intersection of Pedley Road (NS) and SR60 WB Ramps (EW)                 | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane.</li> <li>• <b>SB:</b> one TH lane, one RT lane.</li> <li>• <b>EB:</b> N/A.</li> <li>• <b>WB:</b> one LT lane, one RT lane.</li> </ul> <p>Note: Includes future traffic signal.<br/> Project share = 5 percent of \$250,000.</p>   |



# City of Jurupa Valley

|  |   |
|--|---|
| Intersection of Pedley Road (NS) and SR60 EB Ramps (EW)          | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one TH lane, one RT lane.</li> <li>• <b>SB:</b> one LT lane, one TH lane.</li> <li>• <b>EB:</b> one LT lane, one RT lane.</li> <li>• <b>WB:</b> N/A.</li> </ul> <p>Note: Includes future traffic signal.<br/>Project share = 5 percent of \$250,000.</p>  |
| Intersection of Pedley Road (NS) and Bravo Estates Entrance (EW) | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane, one RT lane.</li> <li>• <b>SB:</b> one LT lane, one shared TH/RT lane.</li> <li>• <b>EB:</b> one shared LT/TH/RT lane.</li> <li>• <b>WB:</b> one shared LT/TH/RT lane.</li> </ul> <p>Project share = 5 percent of \$250,000.</p>  |
| Intersection Pedley Road (NS) and Mission Boulevard (EW)         | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li> <li>• <b>SB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li> <li>• <b>EB:</b> one LT lane, two TH lanes, one RT lane.</li> <li>• <b>WB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li> </ul> <p>Note: Modify existing traffic signal and add SB TH lane.<br/>Project share = 4 percent of \$100,000.</p> |

**The Applicant hereby agrees that these Conditions of Approval are valid and lawful and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.**

Applicant's name (Print Form): \_\_\_\_\_

Applicant's name (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT NO. 3**

Approved Tentative Parcel Map (TPM) No. 37483

# PARCEL MAP NO. 37483

## RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT  
PAGE \_\_\_\_\_ AS THE REQUEST OF THE CITY CLERK  
OF THE CITY OF JURUPA VALLEY

NO. \_\_\_\_\_

FEE \_\_\_\_\_

PETER ADUNA, ASSESSOR - COUNTY CLERK - RECORDER

BY: \_\_\_\_\_ DEPUTY

SUBDIVISION GUARANTEE: TOOR TITLE COMPANY

BEING A SUBDIVISION OF PORTIONS OF LOTS 25, 26 & 54 OF RESUBDIVISION OF GLEN AVENUE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 100 OF MAPS TOGETHER WITH THOSE VACATED PORTIONS OF AVON STREET PER RESOLUTION NO 76-208 DOC. NO. 140107 RECORDED 9/20/76, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.B.&M.

NOVEMBER, 2018

SALEM ENGINEERING GROUP, INC.

## JURUPA AREA RECREATION & PARK DISTRICT

JURUPA AREA RECREATION AND PARK DISTRICT HEREBY ACCEPTS THE 10 FOOT TRAIL EASEMENT FOR PUBLIC PURPOSES, AS SHOWN HEREON.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COLEBY DULIGUD, GENERAL MANAGER

## CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY CLERK, VICTORIA WASKO, HAS BEEN DULY APPROVED BY THE CITY COUNCIL, AND ACCEPTS THE OFFER(S) OF DEDICATION OF ABUTTER'S RIGHTS OF ACCESS ALONG AVON STREET AND PARCEL 5 AND PARCEL 6. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THE CITY COUNCIL ADOPTED PURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE.

THE EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES LOTS A THROUGH G, INCLUSIVE, (BEN NEWS BOULEVARD).

DATE: \_\_\_\_\_, 20\_\_\_\_

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

BY: CHRIS BARAJAS, MAYOR

ATTEST:  
CITY CLERK

BY: VICTORIA WASKO, CITY CLERK

## TAX BOND CERTIFICATE

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

DATE: \_\_\_\_\_, 20\_\_\_\_

CASH OR SURETY TAX BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THERE ARE NO SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATE: \_\_\_\_\_, 20\_\_\_\_

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

NUMBER OF PARCELS = 6  
UNRECORDED LOTS = 5.71 ACRES  
NET ACRES = 5.43 ACRES

## OWNER'S STATEMENT

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

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

AS A CONDITION OF DEDICATION OF LOTS A THROUGH G, INCLUSIVE, (BEN NEWS BOULEVARD), THE OWNERS OF PARCELS 1 THROUGH 6, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME, WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING TWO 20 FOOT ADJACENT ACCESS OPENINGS, ONE EACH, FOR PARCEL 1 AND PARCEL 2, PARCEL 3 AND PARCEL 4, AND ONE PARCEL 5 AND PARCEL 6 AS SHOWN HEREON PER EASEMENT NOTE DELTA 1, AND ONE 20 FOOT ACCESS OPENING TO PARCEL 1 AS SHOWN HEREON PER EASEMENT NOTE DELTA 2. WE HEREBY DEDICATE ABUTTER'S RIGHTS OF ACCESS ALONG AVON STREET. THE OWNERS OF PARCEL 5 AND PARCEL 6 ABUTTING AVON STREET AND DURING SUCH TIME, WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING TWO ADJACENT ACCESS OPENINGS, ONE EACH, FOR PARCEL 5 PER EASEMENT NOTE DELTA 3 AND ONE 20 FOOT WIDE ON PARCEL 6 AS SHOWN HEREON PER EASEMENT NOTE DELTA 2. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF, SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE HEREBY DEDICATE A 10' WIDE TRAIL EASEMENT FOR PUBLIC PURPOSES TO JURUPA AREA RECREATION AND PARK DISTRICT.

RE-UP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

KEVIN HAKAGIAN, MANAGING MEMBER

SUMMER EAGLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BRIAN NEWMAN, MANAGING MEMBER

## BENEFICIARY

SHIELD TECH, LLC, BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 20, 2022 AS INSTRUMENT NO. 2022-025072Z OR

(PRINTED NAME) \_\_\_\_\_

TITLE: \_\_\_\_\_

## SIGNATURE OF OMISSIONS

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

A RIGHT-OF-WAY AND RIGHT OF ENTRY FOR PIPELINES, IN FAVOR OF THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED APRIL 5, 1944 IN BOOK 622, PAGE 260 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED MAY 1, 1924 IN BOOK 605, PAGE 334 OF OFFICIAL RECORDS.

AN EASEMENT FOR PIPELINES, IN FAVOR OF MUTUAL WATER COMPANY OF GLEN AVON, RECORDED DECEMBER 31, 1993 AS INSTRUMENT NO. 2321

NOTE: SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS.

SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

SCHEDULE E



DATED August 17th, 2022

TRENT J. KEENAN, L.S. 8396

## CITY SURVEYOR'S STATEMENT

I, VIRPAL SINGH TOOR, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL VALUATION, MAP, AND MAP INFORMATION HAS BEEN COMPLIED WITH THE CITY ENGINEER'S VALUATION, MAP, AND MAP INFORMATION APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_, 20\_\_\_\_

VIRPAL SINGH TOOR, RCE 46281  
CITY ENGINEER

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

DATE: \_\_\_\_\_, 20\_\_\_\_

MICHAEL D. MYERS, RCE 30702  
CITY SURVEYOR

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

SHEET 2 OF 6 SHEETS

## PARCEL MAP NO. 37483

BEING A SUBDIVISION OF PORTIONS OF LOTS 25, 26 & 54 OF RESUBDIVISION OF GLEN AVENUE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 100 OF MAPS TOGETHER WITH THOSE VACATED PORTIONS OF AVON STREET PER RESOLUTION NO 76-208 DOC. NO. 140107 RECORDED 9/20/76, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.B.&M.

SALEM ENGINEERING GROUP, INC.

NOVEMBER, 2018

### NOTARY ACKNOWLEDGEMENT

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ A NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

MY COMMISSION NUMBER IS \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

### NOTARY ACKNOWLEDGEMENT

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ A NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

MY COMMISSION NUMBER IS \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

### NOTARY ACKNOWLEDGEMENT

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ A NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

MY COMMISSION NUMBER IS \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

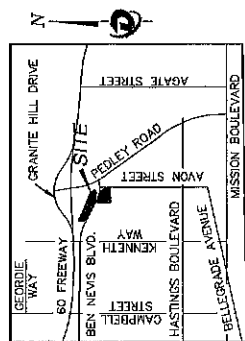
E CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
DADOE1 MAD NIO 07400

PARCEL MAP NO. 37483

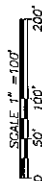
BEING A SUBDIVISION OF PORTIONS OF LOTS 25, 26 & 54 OF RESUBDIVISION OF GLEN AVE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 100 OF MAPS TOGETHER WITH THOSE VACATED PORTIONS OF AVON STREET PER RESOLUTION NO 76208 DOC. NO. 140107 RECORDED 9/20/76, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING BETWEEN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.B.4W.

**SALEM ENGINEERING GROUP, INC.**

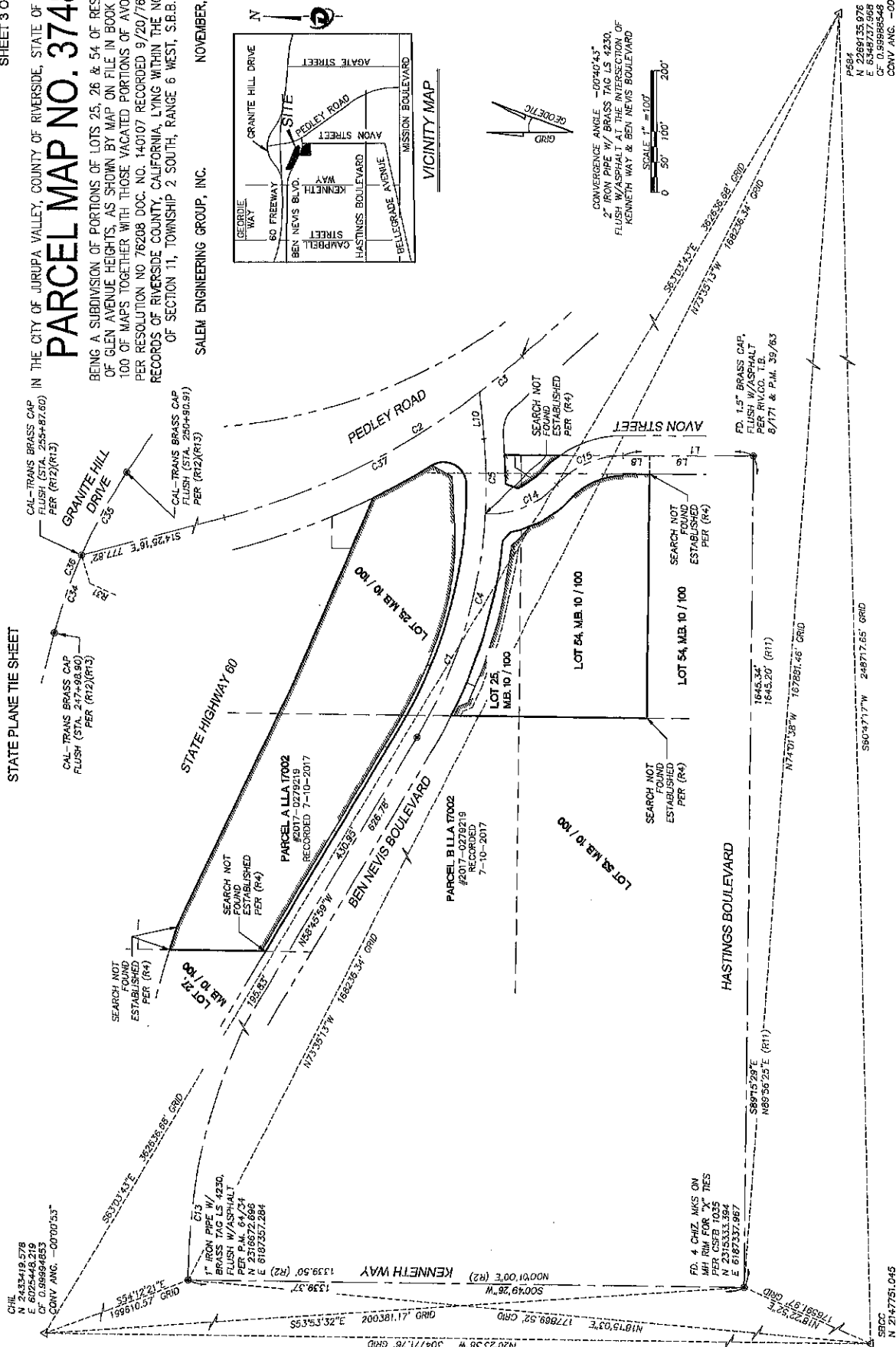
NOVEMBER, 2018



CONVERGENCE ANGLE -00°40'43"  
2" IRON PIPE W/ BRASS TAG LS 4230,  
FLUSH W/ ASPHALT AT THE INTERSECTION OF  
KENNETH WAY & BEN NEVIS BOULEVARD



2584  
N 2269135.976  
E 6348737.968  
QZ 0.99988548  
CONV ANG. -00°23'08"



SEE SHEET 6 OF 6 FOR LINE, CURVE AND RADIAL TABLES

CONV ANG. -00°46'32"

PARCEL MAP NO. 37483

SALEM ENGINEERING GROUP, INC. NOVEMBER, 2018

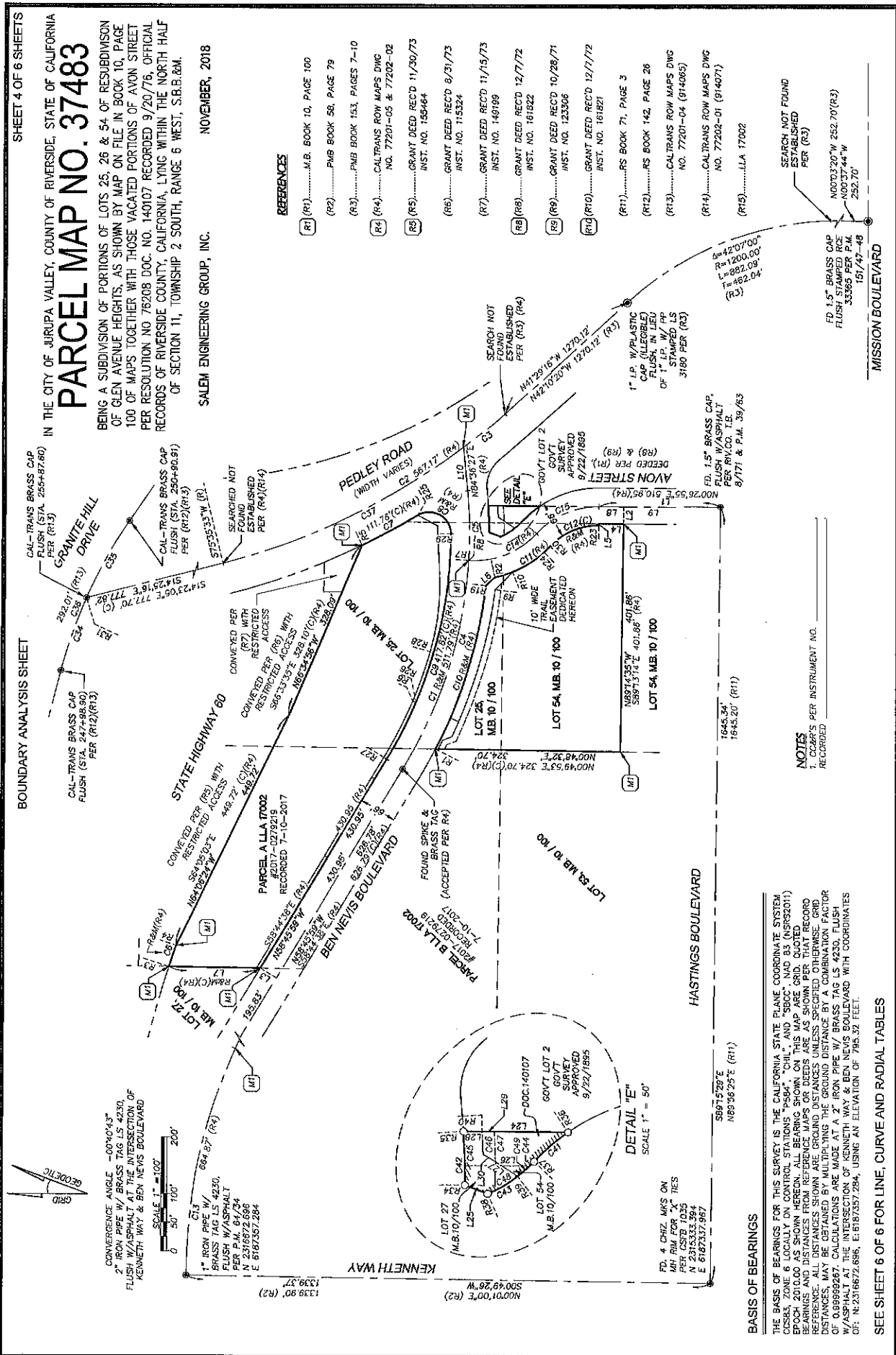
SALEM ENGINEERING GROUP, INC.

(R1) (R1).....M.B. BOOK 10, PAGE 100  
(R2).....PMB BOOK 50, PAGE 79  
(R3).....PMB BOOK 153, PAGES 7-10  
(R4).....CALTRANS ROW MAPS DWG  
NO. 77201-03 & 77202-02  
(R5).....GRANT DEED REC'D 11/30/71  
INST. NO. 135464  
(R6).....GRANT DEED REC'D 8/31/73  
INST. NO. 115324  
(R7).....GRANT DEED REC'D 11/15/73  
INST. NO. 149109  
(R8).....GRANT DEED REC'D 12/17/72  
INST. NO. 161922  
(R9).....GRANT DEED REC'D 10/28/71  
INST. NO. 123306  
(R10).....GRANT DEED REC'D 12/17/72  
INST. NO. 161821  
(R11).....RS BOOK 71, PAGE 3  
(R12).....RS BOOK 142, PAGE 26  
(R13).....CALTRANS ROW MAPS DWG  
NO. 77201-04 (914065)  
(R14).....CALTRANS ROW MAPS DWG  
NO. 77202-01 (914071)  
(R15).....JLA 17002

**NOTES**  
1. CC&R'S PER INSTRUMENT NO. \_\_\_\_\_  
RECORDED

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 10N. THE EPOCH IS 2011. ALL BEARING SHOWN ON THIS MAP ARE GRID, QUOTED TO TWO DECIMALS. DISTANCES ARE GIVEN IN FEET AND METER. BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT SOURCE'S REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A CONVERSION FACTOR OF 0.999967. THE INTERSECTION OF KENNETH WAY AND NEW NEWS BOULEVARD WITH COORDINATES OF N 231°66'22".68"E, AN ELEVATION OF 795.52 FEET.

SEE SHEET 6 OF 6 FOR LINE, CURVE AND RADIAL TABLES



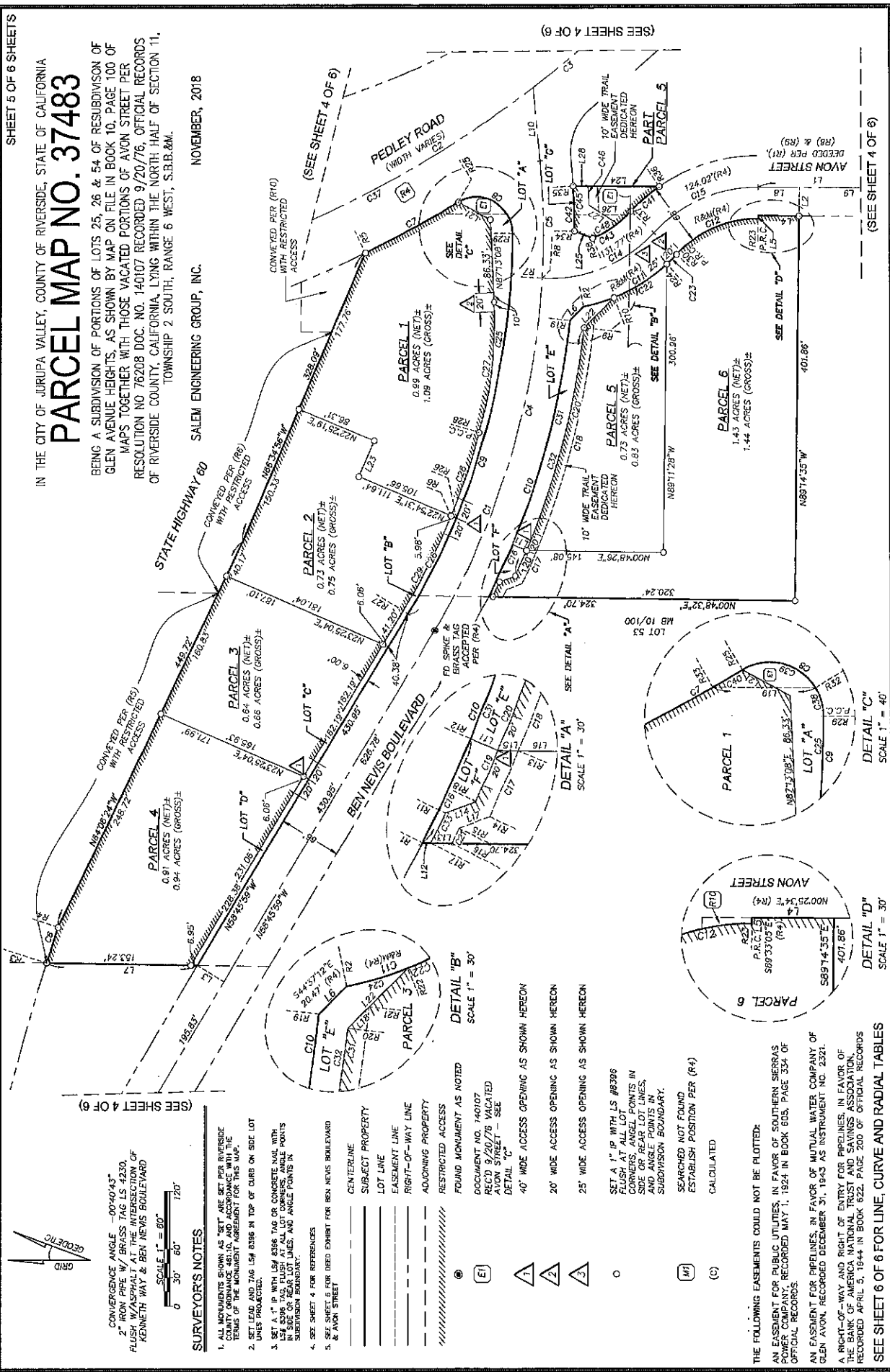
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# PARCEL MAP NO. 37483

BEING A SUBDIVISION OF PORTIONS OF LOTS 25, 26 & 54 OF RESUBDIVISION OF GLEN AVENUE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 100 OF MAPS TOGETHER WITH THOSE VACATED PORTIONS OF AVON STREET PER RESOLUTION NO. 76208 DOC. NO. 140107 RECORDED 9/20/76, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.B.M.

NOVEMBER, 2018

SALEM ENGINEERING GROUP, INC.



CONVERGENCE ANGLE - 00°01'37"  
2" IRON PIPES / BRASS TAGS L.S. 4230  
FLUSH W/ SURFACE AT THE INTERSECTION OF  
KENNETH WAY & BEN NEVIS BOULEVARD

SCALE 1" = 60'  
0 30' 60' 120'

## SURVEYOR'S NOTES

- ALL MONUMENTS SHOWN AS SET ARE SET PER RIVERSIDE POWER COMPANY, RECORDED MAY 1, 1924 IN BOOK 605, PAGE 334 OF OFFICIAL RECORDS.
  - SET IRON AND TAG L.S. 4230 IN TOP OF CURB ON SIDE LOT LINE PROJECTIONS.
  - SET 1" IRON PIPES / BRASS TAGS L.S. 4230 IN TOP OF CURB ON SIDE LOT LINE PROJECTIONS.
  - SEE SHEET 4 FOR REFERENCES
  - SEE SHEET 6 FOR DEED EXHIBIT FOR BEN NEVIS BOULEVARD & AVON STREET
- LEGEND:
- CENTERLINE
  - SUBJECT PROPERTY
  - LOT LINE
  - EASEMENT LINE
  - RIGHT-OF-WAY LINE
  - ADJOINING PROPERTY
  - RESTRICTED ACCESS
  - FOUND MONUMENT AS NOTED
  - DOCUMENT NO. 140107
  - REC'D 9/20/76 VACATED
  - AVON STREET - SEE DETAIL "C"
  - 40' WIDE ACCESS OPENING AS SHOWN HEREON
  - 20' WIDE ACCESS OPENING AS SHOWN HEREON
  - 25' WIDE ACCESS OPENING AS SHOWN HEREON
  - SET A 1" IRON PIPE WITH L.S. #9396
  - FLUSH AT ALL LOT CORNERS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
  - SEARCHED NOT FOUND
  - ESTABLISH POSITION PER (R4)
  - CALCULATED

THE FOLLOWING EASEMENTS COULD NOT BE PLOTTED:  
AN EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED MAY 1, 1924 IN BOOK 605, PAGE 334 OF OFFICIAL RECORDS.  
AN EASEMENT FOR PIPELINES, IN FAVOR OF MUTUAL WATER COMPANY OF GLEN AVON, RECORDED DECEMBER 31, 1943 AS INSTRUMENT NO. 2321.  
A RIGHT-OF-WAY AND RIGHT OF ENTRY FOR PIPELINES, IN FAVOR OF THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED APRIL 5, 1944 IN BOOK 622, PAGE 200 OF OFFICIAL RECORDS

SEE SHEET 6 OF 6 FOR LINE, CURVE AND RADIAL TABLES

(SEE SHEET 4 OF 6)

(SEE SHEET 4 OF 6)

SCALE 1" = 40'

SCALE 1" = 30'

SCALE 1" = 30'

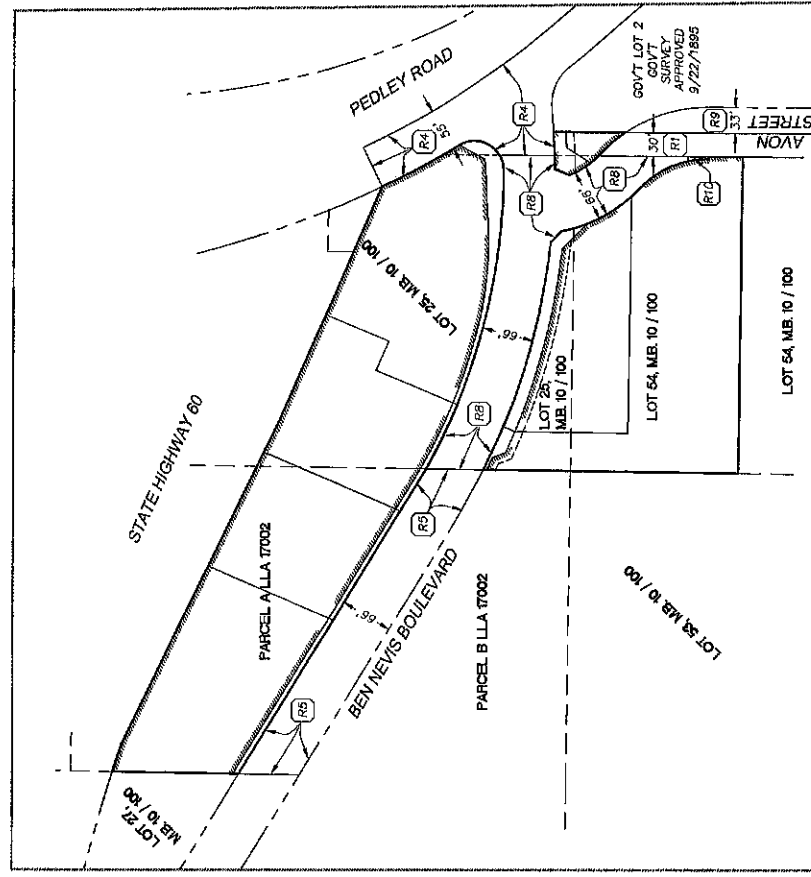
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**PARCEL MAP NO. 37483**

BEING A SUBDIVISION OF PORTIONS OF LOTS 25, 26 & 54 OF RESUBDIVISION OF GLEN AVENUE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 100 OF MAPS TOGETHER WITH THOSE VACATED PORTIONS OF AVON STREET PER RESOLUTION NO. 76208 DOC. NO. 140107 RECORDED 9/20/76, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.B. & M.

SALEM ENGINEERING GROUP, INC.

NOVEMBER, 2018



DEED EXHIBIT  
SCALE: 1" = 100'

| Line #  | Direction   | Length  |
|---------|-------------|---------|
| L1      | S02°25'34"W | 510.68' |
| L2      | N89°14'35"W | 30.00'  |
| L3 (R4) | S31°14'01"W | 33.00'  |
| L4 (R4) | S02°34'4"W  | 43.73'  |
| L5      | S88°34'28"E | 3.00'   |
| L6      | S44°33'33"E | 20.48'  |
| L7      | N05°47'48"E | 160.18' |
| L8      | S02°34'4"W  | 43.90'  |
| L9      | S02°34'4"W  | 466.79' |
| L10     | S84°35'06"W | 77.09'  |
| L11     | N22°58'59"E | 16.00'  |
| L12     | N04°53'2"E  | 4.46'   |
| L13     | N04°53'2"E  | 11.13'  |
| L14     | N20°45'23"W | 17.32'  |
| L15     | N04°48'26"E | 10.79'  |
| L16     | N04°48'26"E | 134.30' |
| L17     | N20°45'23"W | 17.40'  |
| L18     | S44°38'33"E | 13.86'  |
| L21     | S28°15'30"W | 38.45'  |
| L22     | S44°38'33"E | 44.54'  |
| L23     | N66°34'56"W | 40.57'  |
| L24     | N00°25'34"E | 91.42'  |
| L25     | S21°36'18"W | 20.70'  |
| L26     | S00°24'49"W | 56.35'  |
| L27     | S32°35'41"W | 35.86'  |
| L28     | N02°35'4"E  | 16.03'  |
| L29     | N02°35'4"E  | 10.02'  |
| L30     | S32°35'41"W | 12.11'  |

| Curve # | Radius   | Delta     | Length  | Tangent |
|---------|----------|-----------|---------|---------|
| C25     | 767.00'  | 22°47'55" | 305.20' | 154.63' |
| C26     | 767.00'  | 82°44'3"  | 112.61' | 56.41'  |
| C27     | 423.00'  | 15°38'11" | 137.62' | 69.42'  |
| C28     | 768.62'  | 6°57'47"  | 92.20'  | 46.15'  |
| C29     | 758.62'  | 8°26'21"  | 111.74' | 55.97'  |
| C31     | 833.00'  | 16°40'29" | 242.43' | 122.08' |
| C32     | 848.00'  | 18°15'40" | 270.59' | 136.45' |
| C33     | 837.00'  | 11°14'6"  | 17.47'  | 8.74'   |
| C34     | 850.00'  | 9°09'14"  | 135.80' | 66.04'  |
| C35     | 850.00'  | 10°31'12" | 156.07' | 78.25'  |
| C36     | 850.00'  | 19°40'24" | 291.86' | 147.38' |
| C37     | 1200.00' | 22°40'43" | 474.98' | 240.84' |
| C38     | 38.00'   | 31°58'23" | 20.89'  | 10.77'  |
| C39     | 38.00'   | 86°15'17" | 59.20'  | 37.51'  |
| C40     | 1248.81' | 1°06'15"  | 24.08'  | 12.04'  |
| C41     | 183.00'  | 12°25'17" | 39.67'  | 19.91'  |
| C42     | 833.00'  | 31°4'34"  | 47.14'  | 23.58'  |
| C43     | 117.00'  | 24°28'55" | 49.62'  | 26.35'  |
| C44     | 117.00'  | 2°40'39"  | 5.47'   | 2.73'   |
| C45     | 833.00'  | 2°03'59"  | 30.04'  | 15.02'  |
| C46     | 848.00'  | 1°21'07"  | 20.03'  | 10.02'  |
| C47     | 859.00'  | 1°45'59"  | 26.48'  | 13.24'  |
| C48     | 117.00'  | 15°00'56" | 30.66'  | 15.42'  |
| C49     | 117.00'  | 6°45'18"  | 13.79'  | 6.90'   |

| Curve # | Radius   | Delta      | Length  | Tangent |
|---------|----------|------------|---------|---------|
| C1      | 800.00'  | 56°38'55"  | 511.71' | 264.95' |
| C2      | 1200.00' | 27°04'48"  | 587.17' | 288.98' |
| C3      | 1200.00' | 4°24'06"   | 92.19'  | 46.12'  |
| C4      | 800.00'  | 27°50'48"  | 398.81' | 198.33' |
| C5      | 800.00'  | 8°48'07"   | 122.90' | 61.57'  |
| C6      | 2447.00' | 0°54'58"   | 39.12'  | 19.56'  |
| C7      | 1255.00' | 5°06'09"   | 111.77' | 55.92'  |
| C8      | 38.00'   | 120°53'39" | 80.18'  | 57.02'  |
| C9      | 767.00'  | 31°12'39"  | 417.81' | 214.23' |
| C10     | 833.00'  | 20°48'33"  | 302.78' | 153.08' |
| C11     | 183.00'  | 35°54'01"  | 114.66' | 58.28'  |
| C12     | 117.00'  | 47°22'10"  | 96.73'  | 51.32'  |
| C13     | 1250.00' | 30°28'31"  | 664.87' | 340.50' |
| C14     | 150.00'  | 90°20'08"  | 131.78' | 70.48'  |
| C15     | 150.00'  | 47°22'10"  | 124.01' | 65.80'  |
| C16     | 833.00'  | 4°09'03"   | 60.35'  | 30.18'  |
| C17     | 859.00'  | 2°30'52"   | 37.70'  | 18.85'  |
| C18     | 859.00'  | 16°50'42"  | 232.55' | 127.19' |
| C19     | 848.00'  | 1°58'15"   | 29.20'  | 14.60'  |
| C20     | 848.00'  | 16°17'29"  | 241.39' | 121.51' |
| C21     | 847.00'  | 0°55'38"   | 8.78'   | 4.39'   |
| C22     | 183.00'  | 20°47'59"  | 66.43'  | 33.59'  |
| C23     | 183.00'  | 4°31'20"   | 14.44'  | 7.22'   |
| C24     | 183.00'  | 10°34'41"  | 33.79'  | 16.94'  |

| Radial Line # | Direction   |
|---------------|-------------|
| R1            | S27°08'03"W |
| R2            | N5°52'00"E  |
| R3            | S66°22'43"W |
| R4            | N17°31'51"E |
| R5            | S66°34'26"E |
| R6            | N18°32'49"E |
| R7            | S59°07'41"W |
| R8            | S22°49'17"W |
| R9            | S27°13'13"W |
| R10           | S15°51'19"W |
| R11           | S07°01'21"W |
| R12           | S22°58'59"W |
| R13           | N31°37'02"W |
| R14           | N22°42'42"E |
| R15           | N60°13'53"E |
| R16           | S07°08'15"E |
| R17           | S26°04'22"W |
| R18           | S32°22'48"E |
| R19           | S55°28'41"W |
| R20           | S47°30'24"E |
| R21           | S26°39'55"W |
| R22           | N24°57'14"E |
| R23           | N67°30'18"W |
| R24           | N67°30'18"W |
| R25           | N52°26'20"E |
| R26           | N27°18'30"W |



**ATTACHMENT NO. 4**

Adopted City Council Resolution No. 2021-12

## RESOLUTION NO. 2021-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN EXTENSION OF TIME FOR CONDITIONAL USE PERMIT NO. 17004 TO PERMIT CONSTRUCTION OF A GAS STATION, A CONVENIENCE STORE, INCLUDING THE SALE OF MOTOR VEHICLE FUEL, AND A DRIVE-THRU RESTAURANT PAD ON APPROXIMATELY 3.52 ACRES OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003, -004, -005, -006, -008, -009) IN THE SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE, AND DETERMINING THAT NO FURTHER CEQA REVIEW IS REQUIRED

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

Section 1.     **Project.** Shield Tech, LLC (the "Applicant") has applied for an Extension of Time for Conditional Use Permit No. 17004 (Master Application No. 20131 or MA No. 20131) to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, with beer and wine sales for off-site consumption at the convenience store on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR) (the "Project"). The Applicant proposes to develop the Project on the subject site in two phases. Phase 1 will include the construction of the Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, and a 2,500 square-foot pad for a future drive-thru restaurant on proposed Parcel 1. Phase 2 will include the construction of the future drive-thru restaurant on proposed Parcel 2.

Section 2.     **Extension of Time.**

(a)     The Applicant is seeking approval of a one year Extension of Time for Conditional Use Permit No. 17004 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy, a 4,500 square-foot convenience store, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, with beer and wine sales for off-site consumption at the convenience store on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone.

(b)     The Planning Commission originally approved Conditional Use Permit No. 17004 on September 12, 2018, with an expiration date of September 12, 2020. Additionally, the Planning Commission approved an applications for Tentative Parcel Map No. 37483 and the

issuance of a Determination of Public Convenience or Necessity (PCN No. 18001) submitted concurrently with Conditional Use Permit No. 17004 (collectively, Master Application No. 17245).

(c) The Applicant files an application for a one year extension of time for Conditional Use Permit No. 17004 on July 27, 2020, prior to the September 12, 2020 expiration date.

(d) Section 9.240.280.(5) of the Jurupa Valley Municipal Code provides that if a Conditional Use Permit is required to be used within less than three (3) years, the permittee may, prior to its expiration, request an extension of time in which to use the permit. The term "use" means the beginning of substantial construction of the use that is authorized, which construction must thereafter be pursued diligently to completion, or the actual occupancy of existing buildings or land under the terms of the authorized use.

(e) Further, Section 9.240.280.(5) of the Jurupa Valley Municipal Code provides that a request for extension of time shall be made to the City Council, on forms provided by the Planning Department and shall be filed with the Planning Director, accompanied by the fee set forth in County Ordinance No. 671. Within thirty (30) days following the filing of a request for an extension, the Planning Director shall review the applications, make a recommendation thereon, and forward the matter to the City Clerk, who shall place the matter on the regular agenda of the City Council.

(f) Further, Section 9.240.280.(5) of the Jurupa Valley Municipal Code provides that an extension of time may be granted by the City Council upon a determination that valid reason exists for the permittee not using the permit within the required period of time. If an extension is granted, the total time allowed for use of the permit shall not exceed a period of three (3) years, calculated from the effective date of the issuance of the permit. The effective date of a permit shall be determined pursuant to either Section 9.240.250 or 9.240.260 of the Jurupa Valley Municipal Code.

Section 3. **Procedural Findings.** The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) The application for MA No. 20131 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 September 17, 2020, the City Council of the City of Jurupa Valley held a public hearing on MA No. 20131, 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, at the request of the Applicant, continued the public hearing to the City Council's regular meeting date of October 15, 2020.

(c) On October 15, 2020, the City Council held a continued public hearing on MA No. 16224. Due to the lack of a quorum of the City Council, the public hearing was continued to October 29, 2020.

(d) On October 29, 2020, the City Council held a continued public hearing on the MA No. 16244, 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, at the request of the Applicant, continued the public hearing to November 19, 2020.

(e) On November 19, 2020, the City Council held a continued public hearing on the MA No. 16244, 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, at the request of the Applicant, continued the public hearing to December 17, 2020.

(f) On December 17, 2020, the City Council held a continued public hearing on the MA No. 16244, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters. All of the information from Staff and the Applicant presented to the City Council at the September 17, 2020 public hearing were presented to the Council again at the December 17, 2020 public hearing along with additional information presented by Staff and the Applicant. No persons other than Applicant testified at any of the public hearings. Following the receipt of public testimony the City Council closed the public hearing. Following the close of the public hearing the Council considered the matter and directed Staff to bring back a resolution for denial of the application for its consideration at the January 21, 2021 meeting.

(g) At the January 21, 2021 meeting Council heard public testimony concerning the decision resolution and directed the Staff to bring back a resolution for approval of the application with conditions of approval.

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

**Section 4. California Environmental Quality Act Findings.** The City Council of the City of Jurupa Valley does hereby make 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 has considered the potential environmental impacts of the Extension of Time for Conditional Use Permit No. 17004. City staff has also reviewed the Initial Study and Mitigated Negative Declaration ("MND") prepared for Tentative Parcel Map No. 37483, Conditional Use Permit No. 17004, and Determination of Public Convenience or Necessity (PCN No. 18001), and adopted by the Planning Commission on September 12, 2018, including the impacts and mitigation measures identified therein and the Mitigation Monitoring and Reporting Program (MMRP) adopted by the Planning Commission on September 12, 2018, and prepared a Previous Environmental Document Review Determination in accordance with CEQA for the Project. Based on that review, the City of Jurupa Valley Planning Department has determined that the Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior MND. All potential environmental impacts associated with Conditional Use Permit No. 17004 and the Extension of Time for Conditional Use Permit No. 17004 are

adequately addressed by the prior MND, and the mitigation measures contained in the prior MND and MMRP will reduce those impacts to a level that is less than significant.

(b) The City Council has independently reviewed the Previous Environmental Document Review Determination, and based upon the whole record before it, the Previous Environmental Document Review Determination, and its independent review and judgment, finds that that the Project, as modified, is not subject to further environmental review pursuant to the Guidelines because:

1) The Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior MND; and

2) All potential environmental impacts associated with Conditional Use Permit No. 17004 and the Extension of Time for Conditional Use Permit No. 17004 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND and MMRP will reduce those impacts to a level that is less than significant.

(c) The custodian of records for the prior MND, and all other materials that constitute the record of proceedings upon which the City Council's recommendation is based, is the Planning Department of the City of Jurupa Valley. Those documents are available for public review in the Planning Department located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

**Section 5. Findings for Approval of Extension of Time for Conditional Use Permit No. 17004.** The City Council of the City of Jurupa Valley does hereby find, determine, and declare that the proposed Extension of Time for Conditional Use Permit No. 17004 should be granted because the Applicant has demonstrated the following valid reasons for the Applicant not using the permit within the initially approved two (2) year period of time:

(a) The Applicant has established valid reasons for the Applicant not using the permit within the approved two (2) year term of Conditional Use Permit No. 17004.

(b) Despite problems with initial engineer for the approved Project, the Applicant has had made substantial progress in performing required testing, development of improvement plans, obtaining plan checks, paying water, sewer, and utility fees, and the prerequisites for obtaining building permits for Project in order to begin construction of the Project within the approved two-year term of Conditional Use Permit No. 17004.

(c) Despite receiving interest from restaurant chains interested in developing the restaurant pad, none have been willing to commit to development of a restaurant on the site due to the short term impacts of the COVID-19 Pandemic and the unknown long term effects of the Pandemic.

(d) The convenience store component of the Project is located in Census Tract 405.02, in which an overconcentration of off-sales liquor licenses exists. California alcoholic beverages licensing regulations allow for a maximum of three (3) off-sale liquor licenses in

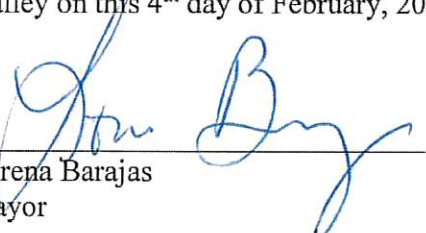
Census. Tract 405.02. A total of five (5) off-sales liquor licenses exist within Census Tract 405.02 and the proposed convenience store would make six (6) off-sales liquor licenses within the Census Tract. The findings of public convenience and necessity contained in the original approval of Conditional Use Permit No. 17004 can no longer be supported given additional development within the Census Tract.

(e) With the exception of the finding of public convenience and necessity, the findings set forth in the original approval remain valid.

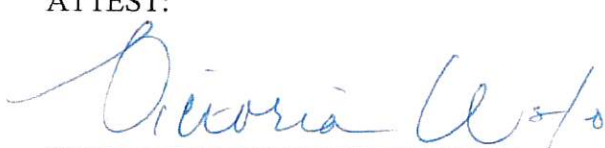
Section 6. **Approval of Master Application No. 20131, with Conditions.** Based on the foregoing, the City Council of the City of Jurupa Valley hereby approves a one year Extension of Time for Conditional Use Permit No. 17004 (Master Application No. 20131 or MA No. 20131) to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy, a 4,500 square-foot convenience store, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR), subject to the revised conditions of approval for the Project approved by the Applicant, attached hereto as Exhibit "A" and incorporated herein as though set forth in full. Conditional Use Permit No. 17004 shall expire on September 12, 2021. At the request of the Applicant, the Council hereby amends the scope of the Project to delete therefrom the concurrent sale of beer and wine for off-premises consumption and to add a condition prohibiting the sale of alcoholic beverages on the Site. No further extensions may be granted per Section 9.240.280.(5) of the Jurupa Valley Municipal Code.

Section 7. **Certification.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 4<sup>th</sup> day of February, 2021.

  
\_\_\_\_\_  
Lorena Barajas  
Mayor

ATTEST:

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

**CERTIFICATION**

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

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-12 was duly passed and adopted at a regular meeting of the City Council of the City of Jurupa Valley on the 4<sup>th</sup> day of February, 2021 by the following vote, to wit:

**AYES:     L. ALTAMIRANO, C. BARAJAS, L. BARAJAS, B. BERKSON, G. SILVA**

**NOES:     NONE**

**ABSENT:  NONE**

**ABSTAIN: NONE**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 4<sup>th</sup> day of February, 2021.



Victoria Wasko, City Clerk  
City of Jurupa Valley

**EXHIBIT A**  
**REVISED CONDITIONS OF APPROVAL FOR THE PROJECT**



**EXHIBIT "A"**

*Note: Conditions reflect subsequent approvals*

**PLANNING DEPARTMENT**

**1. PROJECT PERMITTED.**

**MA17245 (CUP17004 and TPM37483)** is for a two (2) phased development: Phase 1 includes a Chevron gas station with 2,900 square-foot fueling canopy and 12 fueling positions; a 4,500 square-foot convenience store and a 2,100 square-foot office on the second floor of the convenience store on proposed Parcel 1. Phase 2 includes a 2,500 square-foot pad for future drive-thru restaurant. Restaurant design shall require separate approval of a Site Development Permit (SDP). Tentative Parcel Map No. 37483 is for the subdivision of 9 parcels into 6 commercial parcels and the PCN is for the sale of alcoholic beverages for off-site consumption in an over concentrated census tract. On-site advertising signs are not part of this approval. Parcels 1-4 are located at the northwest corner of Pedley Road and Ben Nevis Boulevard and Parcels 5 & 6 are located at the southeast corner of Ben Nevis Boulevard and Avon Street. Parcels 1 and 2 are associated with the gas station development and restaurant pad. APNS: 169-031-001; 169-031-002; 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-032-002 & 169-032-004.

**MA20131 (EOT FOR CUP17004)** is for the approval of a one (1) year Extension of Time (EOT) for CUP17004 for a Chevron gas station with 2,900 square-foot fueling canopy and 12 fueling positions; a 4,500 square-foot convenience store (without alcohol sales) and a 2,100 square-foot office on the second floor of the convenience store and a 2,500 square-foot pad for future drive-thru restaurant. Restaurant design shall require separate approval of a Site Development Permit (SDP). Northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008 & 169-031-009).

- 2. A. INDEMNIFY CITY.** The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the

scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (ii) of the first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.

3. **CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Planning Director or designee.
4. **ACKNOWLEDGEMENT OF RECEIPT FORM.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to having received a copy of the "Applicant's Acknowledgement of Comments and Code Information from Internal/External Agencies". The receipt form shall be given to the Planning Director or designee.
5. **MITIGATION MEASURES.** This project shall be subject to the mitigation measures adopted with the Mitigated Negative Declaration (MND) prepared for the project and included with these conditions of approval.
6. **FEES.** The approval of MA17245 (CUP17004 and TPM37483) shall not become effective until all planning fees have been paid in full.
7. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).** This project is approved subject to the provisions of a Mitigated Negative Declaration. Within forty-eight (48) hours of final approval for this project, the owner or designee shall deliver to the Planning Department a check payable to the Riverside County Clerk in the amount of \$2,330.75 (includes \$50.00 County Clerk Processing Fee) or the fees that are currently in effect at the time. This will enable the City to file the Notice of Determination.
8. **COPIED CONDITIONS.** Prior to the issuance of any building permit, the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.
9. **APPROVAL PERIOD – CONDITIONAL USE PERMIT.** This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By "use", it shall mean the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two (2) year period, the permittee may request up to one (1) year of extension of time in which to begin substantial construction or use of this permit. Should the extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, it shall become null and void.
10. **APPROVAL PERIOD – TENTATIVE PARCEL MAP.** An approved or conditionally approved tentative parcel map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time pursuant to Ordinance No. 460.

**11. CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans (listed below) with any changes in accordance to these conditions of approval:

- a. Architectural Set of Plans consisting of:
  - i. Sheet C.1.0: Site Plan (8/15/18)
  - ii. Sheet C.1.1: Enlarged Site Plan (8/15/18)
  - iii. Sheet L.1.1: Conceptual Planting Plan (8/16/18)
  - iv. Sheet A.1.1: Main Floor Plan (2/12/18)
  - v. Sheet A.1.2: 2<sup>nd</sup> Floor Plan (1/23/17)
  - vi. Sheet A.2.1: Building Elevations ( 5/1/18)
  - vii. Sheet A.2.2: Wall Plan (8/16/18)
  - viii. Sheet CA.1.1: Canopy Elevations (1/23/17)
  - ix. Sheet SD.1.1: Site Details (8/16/18)
  - x. Sheet SD.1.2: Trash Enclosure (5/1/18)
  - xi. Sheet C.2.1: Security Plan (1/23/17)
  - xii. Sheet C.3.1: Street Sections (8/16/18)
  - xiii. Preliminary Grading and Drainage Plans (sheets 1-7 dated 8/16/18)
- b. Tentative Parcel Map No. 37483 (Sheets 1-4 dated 8/17/18)
- c. The Title Block of Preliminary Grading and Drainage Plans (sheets 1-7 dated 8/16/18) shall be revised to remove any reference to Mobil Gas Station with C-Store and Carwash. Title Block shall reference the Chevron gas station project as identified under Condition No. 1.

**12. SIGN PERMIT.** Prior to the issuance of any building permit, the owner or designee shall submit a separate Site Development Permit (SDP) for Planning Director review and approval of any proposed on-site signage. Signage shall be architecturally integrated with the overall project.

**13. ADVERTISING SIGNAGE.** Window signage shall be prohibited. Advertisement signage on exterior walls is also prohibited, unless approved through a permit by the Planning Department.

**14. ON-SITE LANDSCAPING.** Prior to the issuance of any Building permit, the applicant shall submit a "Professional Services (PROS)" application (with current fees) and the following items for Planning Director review and approval:

- a. The total cost estimate of landscaping, irrigation, and one-year of maintenance.
- b. Completed City Faithful Performance Bond for Landscape Improvements form with original signatures after the City provides the applicant with the required amount of bond.
- c. Completed City Landscape Agreement with original signatures after the City has reviewed the submitted cost estimate.
- d. Final landscape, maintenance, planting, and irrigation plans and digital copies (CD format).
- e. Add landscape vine along the northern perimeter wall and train vine to cling over the wall for graffiti prevention along the freeway off ramp view.

Prior to the final inspection of any Building permit, the Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley once s/he has deemed the installation is in conformance to the approved plans. Following the inspection of the Landscape Architect of Record, the applicant shall schedule a City inspection with the City's landscape architect.

**15. SPECIAL REVIEW OF PARKING.** Prior to the issuance of any building permit, the applicant shall obtain Planning Director authorization for the Special Review of Parking.

**16. OWNERSHIP AND MAINTENANCE OF COMMON AREA.**

a. **Formation of a Permanent Organization.** Prior to the recordation of the final map, the applicant shall form a permanent organization, such as a property owners' association, for the ownership and maintenance of all common areas including, but not limited to, landscaping, parking areas, and circulation systems (areas) in perpetuity.

b. **Covenants, Conditions, and Restrictions (CC & Rs).** Prior to the recordation of the final map, the applicant shall submit draft Covenants, Conditions, and Restrictions (CC&Rs) for the Planning Director review and approval. The CC&Rs shall identify the common areas for ownership and maintenance with text and an exhibit. The common areas shall include the following items:

- i. Access and Circulation Areas
- ii. Drainage Facilities
- iii. Landscaping and Irrigation
- iv. Parking Areas
- v. On-site Exterior Lighting Fixtures
- vi. Trash Enclosures
- vii. Walls and Fencing
- viii. Any additional item that may be required by the Planning Director

**17. GRAFFITI PROTECTION FOR WALLS.** Prior to the issuance of any building permit, the applicant shall submit plan that includes anti-graffiti coating or protection for the exterior side of all perimeter walls and exterior of building walls to half the height of the structure, or 12 feet, whichever is greater, for City review and approval. The applicant shall remove any graffiti on the property as soon as possible. In addition, if the applicant was notified by the City, the applicant shall remove the graffiti within seven (7) days of the City's notice.

**18. PEDESTRIAN ON-SITE PATHWAYS.** All on-site pedestrian access pathways shall be constructed with decorative paving such as colored concrete pavers or stamped concrete to the satisfaction of the Planning Director.

**19. SHARED ACCESS.** The applicant shall maintain an access area along a portion of the western property line of Parcel 2 to encourage reciprocal access into the future development of the adjacent property located to the immediate west of this subject site.

**20. DELIVERIES.**

**Restricted Loading / Unloading Times.** Hours of delivery for the project site shall only occur between the hours of 7:00 am – 6:00 pm on Mondays to Fridays. Failure to comply with this condition is a violation of this approval of MA17245 (CUP17004 and TPM37483). If the applicant does not correct the violation or has repeatedly violated this condition, the applicant shall be subject to a Planning Commission's public hearing to resolve the violation. If the violation cannot be cured for any reason after the Planning Commission's public hearing, MA17245 (CUP17004 and TPM37483) may be subject to revocation.

- 21. TRASH COLLECTION.** **Prior to the issuance of any building permit,** the applicant shall submit plans to include the trash collection with details and specification to the Planning Department for review and approval. Walls of the enclosure and any solid gates shall have graffiti protection coating. In addition, the applicant shall submit an approval or clearance letter from the waste collection agency to the Planning Department.
- 22. OUTDOOR LIGHTING.** The applicant shall provide sufficient outdoor lighting after dusk. All outdoor lighting fixtures shall be maintained in good condition. Light fixtures shall be shielded to prevent any light to flood onto adjacent properties.
- a. Photometric Plan.** **Prior to the issuance of any building permit,** the applicant shall submit a photometric plan which provides ample site coverage and prevents spillage and glare onto adjacent properties.
- 23. IMMEDIATE REMOVAL OF LOITERERS.** The applicant shall remove any loiterer once discovered. If the applicant fails to immediately remove any loiterer, the Conditional Use Permit and Determination of Public Convenience or Necessity for the sale of beer and wine for off-site consumption may be subject to revocation.
- 24. ACCESS POINTS OF THE CONVENIENCE STORE.** All exterior access points to the building shall be secured and illuminated to identify any person and/or activity during late night hours. Employees shall limit trash removal and any unnecessary opening of exterior access points during late night hours.
- 25. ROOFTOP EQUIPMENT.** All rooftop equipment shall be screened from public view.
- 26. JURUPA AREA RECREATION AND PARK DISTRICT.** **Prior to the issuance of any building permit,** the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.
- 27. MULTIPLE SPECIES HABITAT CONSERVATION PLAN MITIGATION FEE (ORD. NO. 810).** The applicant shall pay any owed fees pursuant to Ordinance No. 810. In order for the agency to determine that the project qualifies for any exemptions for any of the subject fees, the applicant needs to submit sufficient evidence to the City to demonstrate that it qualifies for the exemption.
- 28. SALE OF INDIVIDUAL BUILDINGS.** No structure constructed on Project site may be sold until the subject Project on which the structure is located is divided and a final map recorded in accordance with the City's subdivision regulations such that the structure is located on a separate legally divided parcel.

**29. COMMUNITY TRAIL. Prior to Final Map.**

- a. The applicant, or his/her designee, shall submit a detailed plan showing the precise location and design of the 10-foot wide DG (decomposed granite) trail and trail fence along Parcels 5 and 6 to the satisfaction of the JARPD and the Planning Director.
- b. The applicant, or his/her designee, shall dedicate the 10-foot wide easement for trail purposes to JARPD. Proof of such dedication shall be provided to the Planning Department.

**30. NO ALCOHOL SALES.** Alcohol sales are prohibited.

**31. PARCEL 2 DEVELOPMENT.**

Parcel 2 shall be fully developed with on-site parking, right-of-way improvements, utility connections to the restaurant pad, landscaping, and lighting improvements, prior to the issuance of Final Occupancy Permit for the gas station or convenience store, whichever occurs first.

The restaurant pad shall be secured with a 42-inch high P.V.C. fencing around the perimeter of the pad and the pad area shall contain drought tolerant ground cover to prevent dust emissions.

Prior to the issuance of the first building permit for the entire project site, a (1) "Wall and Fence" plan and (2) landscape and irrigation plan demonstrating compliance with these conditions of approval shall be approved by the Community Development Director. Such fencing and ground cover materials shall be identified within the landscape and wall plans.

**32. ON-SITE SECURITY PERSONNEL.** Should Parcel 2 have on-going maintenance issues which are not resolved through standard code enforcement action, then the City will require that the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, hire an on-site security guard for the duration as determined by the Community Development Director to prevent ongoing maintenance, vagrancy and other related problems.

**33. PROPERTY MAINTENANCE.** Applicant shall maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.

**34. CONDITION NO. 34: FREEWAY-ORIENTED PYLON SIGN.** Sign shall be designed to comply with Title 7 (Zoning) including the maximum height allowed.

**ENGINEERING DEPARTMENT**

**1. GENERAL REQUIREMENTS (ENGINEERING)**

- 1.1** The use hereby conditioned is for a Conditional Use Permit (CUP17004) and Schedule "E" subdivision, Tentative Parcel Map No. 37483; being a subdivision of a portion of Lot 25, portion of Lot 26, and portion of Lot 54 of the resubdivision of Glen Avon Heights as shown on file in Map Book 10, Page 100, of Maps on file in the County of Riverside, California; more particularly Assessor's Parcels Number APN 169-031-008, 169-031-006, 169-031-005, 169-031-004, 169-031-003, 169-031-002, 169-031-001, 169-032-002, 169-032-004; consisting of 5.36 acres, into 6 numbered parcels for commercial purposes, and 2 lettered lots for road dedication. Exhibit titled Tentative Parcel Map No. 37483, prepared by Salem Engineering Group, Inc., dated August 2018, is hereby referenced.
- 1.2** This land division shall comply with the State of California Subdivision Map Act, the City of Jurupa Valley Municipal Code, and Riverside County Ordinance No. 460; as it pertains for Schedule "E" subdivisions for commercial purposes, unless otherwise modified by the conditions listed herein.
- 1.3** It is assumed that any easements shown on the referenced exhibits are shown correctly and include all the easements that encumber the subject property. The Project proponent shall secure approval from all easement holders for all grading and improvements which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no affect. Should such approvals or alternate action regarding the easements not be provided, the Project proponent may be required to amend or revise the permit application.
- 1.4** Pedley Road is a paved, City-maintained road classified in the City's General Plan as an Arterial Road with an ultimate right-of-way width of 128 feet. No additional right-of-way is required from the applicant along Pedley Road except to provide corner cut back.

  - 1.4.1** No additional right-of-way is required from the applicant along Pedley Road except to provide corner cut back.
  - 1.4.2** The project proponent shall cause improvement plans, for parkway improvements and per these Conditions, to be prepared and submitted for review and approval of the City Engineer. Improvements on Pedley Road shall be design and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.5** Ben Nevis Boulevard is a paved, City-maintained road and shall be improved in accordance with Riverside County Road Standard No. 111 and as modified on these conditions of approval and shown on the referenced exhibit.

  - 1.5.1** Right-of-way dedication to provide corner cut back at intersection with Pedley Road is required.
  - 1.5.2** Right-of-way dedication is required to provide 72 ft. right of way width along the frontage of parcels 2, 3 and 4 of the referenced exhibit.

- 1.5.3 Right-of-way dedication is required to provide improvements per this conditions and the referenced exhibit along the frontage of parcels 1, 2, 5, and 6.
  - 1.5.4 The project proponent shall cause improvement plans, for parkway improvements and per this condition, to be prepared and submitted for review and approval of the City Engineer. Improvements on Ben Nevis Boulevard shall be designed and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
  - 1.6 Avon Street is a paved, City-maintained road unclassified in the City's General Plan. The project proponent shall cause improvement plans, per these Conditions, to be prepared and submitted for review and approval of the City Engineer.
    - 1.6.1 No additional right-of-way is required from the applicant along Avon Street except to provide corner cut back at Ben Nevis Boulevard.
    - 1.6.2 The project proponent shall cause improvement plans, for parkway improvements and per these Conditions, to be prepared and submitted for review and approval of the City Engineer. Improvements on Avon Street shall be designed and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
  - 1.7 In compliance with Santa Ana Regional Water Quality Control Board Orders this project is required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. Guidelines and templates to assist the developer in completing the necessary studies are available on-line at [www.floodcontrol.co.riverside.ca.us](http://www.floodcontrol.co.riverside.ca.us) under Programs and Services, Stormwater Quality.
  - 1.8 Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with Riverside County Ordinance 460 and 461, as adopted by the City. This also applies to existing overhead lines which are 33.6 kilovolts or below within and along the project frontage and between the nearest poles offsite in each direction of the project site. All utility extensions within the subdivision and within individual lots shall be placed underground.
  - 1.9 Owner will be required to annex into Jurupa Valley's Lighting and Landscape Maintenance District 89-1-C (L&LMD) for landscape maintenance.
  - 1.10 Owner will be required to form or annex into, if one already exists, a CFD for Public Safety. If this project is within any assessment/benefit district, the Owner shall make application for any reapportionment of the assessments or pay the unit fees in the assessment/benefit district as appropriately caused by approval of the project.
- 2. PRIOR TO GRADING PERMIT (ENGINEERING)**
- 2.1 No grading permit shall be issued until the Tentative Parcel Map (TPM), and all other related cases are approved and are in effect unless otherwise approved by the City Engineer.



- 2.2** A preliminary geotechnical report, Geotechnical Engineering Investigation, dated August 31, 2017 and addendum dated April 23, 2018; by SALEM Engineering Group, Inc., were submitted for this project. A final geotechnical report is required to be submitted to the Engineering Department for review and approval.

Final report must address the following at submittal:

- 2.2.1** Soldier pile temporary shoring system proposed for construction of retaining wall. Report shall discuss feasibility of method proposed for the construction, H-beams.

- 2.3** Applicant shall be responsible to obtain all permits required by City and other agencies. This includes any Caltrans permitting that may be triggered by encroachments into their right-of-way, such as tieback anchors required for wall construction extending into Caltrans right-of-way.

- 2.4** Shoring plans shall be submitted for review and approval of the Engineering Department.

- 2.5** The Project Proponent shall cause a "rough" grading plan or a combined "rough and precise" grading plan for the entire site to be prepared and submitted for review and approval by the City Engineer. The grading plan shall show grading in the public right-of-way from the right-of-way line to the back of curb. Grading agreement and securities shall be in place prior to commencement of grading.

- 2.5.1** The grading plan shall provide for acceptance and proper treatment of all off-site drainage flowing onto or through the site. Drainage shall be treated on site, no runoff to existing public right-of-way will be accepted, except when treating runoff of site is not recommended by geotechnical engineer. In the latter case, the applicant shall demonstrate that the existing drainage facilities are in condition and sized adequately to receive additional flows to the City Engineer's satisfaction. If quantities of flow exceed the capacity of the conveyance facility, the applicant will be required to provide adequate drainage facilities and/or appropriate easement(s), if necessary, as approved by the City Engineer.

- 2.5.2** The grading plan shall provide for protection of downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.

- 2.5.3** Temporary erosion control measures shall be implemented immediately following rough grading to prevent transport and deposition of earthen materials onto downstream/downwind properties, public rights-of-way, or other drainage facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.

- 2.5.4** Driveway approaches shall be located as shown on the referenced exhibit. The driveway approaches shall be constructed per Riverside County Standard No. 207A. Existing driveway approaches, if any, shall be removed and replaced with full height curb and gutter.

- 2.6 Prior to approval of the grading plan, Landowner shall prepare, or cause to be prepared, a final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFCD) requirements for processing with and approval of the City Engineer.
  - 2.6.1 The water quality management features and facilities to be constructed shall be shown on the project's site grading plans or separate post-construction BMP improvement plans for approval of the City Engineer.
  - 2.6.2 The property owner shall enter into a Water Quality Management Plan and Stormwater BMP Operation and Maintenance Agreement with the City. The agreement shall be recorded and a certified copy shall be provided to the City Engineer.
- 2.7 Prior to approval of the grading plan for disturbance of one (1) or more acres the landowner shall provide evidence that it has prepared and submitted to the State Water Resources Control Board (SWRCB) a Storm Water Pollution Prevention plan (SWPPP). The SWRCB issued WDID number shall be included on the face of the grading plan.
- 2.8 Any proposed retaining walls will require a separate permit(s). Permits shall be obtained prior to the issuance of any grading permit unless otherwise approved by the City Engineer and Building Official.
- 2.9 Where grading involves import or export the Project Proponent shall obtain approval for the import/export location, from the Engineering department, if located in the City. If an Environmental Assessment did not previously address the import/export location a Grading Environmental Assessment shall be submitted to the Engineering Department for comment and to the Planning Director for review and approval. If import/export location is outside the City the Project Proponent shall provide evidence that the jurisdictional agency has provided all necessary separate approvals for import/export to/from the site.
- 2.10 Where grading involves import or export using City streets the Project Proponent shall obtain approval of the haul route and a haul route permit from the Public Works Department.
- 2.11 A preliminary Hydrology Study, dated September 12, 2017, by CJC Design, Inc., was submitted for this project. A final Hydrology report is required to be submitted to the Engineering Department for review and approval.
  - 2.11.1 All drainage and storm drain improvements shall be designed in accordance with Riverside County Flood Control & Water Conservation District's standards. Drainage shall be designed to accommodate 100-year storm flows. Minimum drainage grade shall be 1% except on Portland Cement Concrete where 0.5% shall be the minimum.
  - 2.11.2 The drainage study and the grading plan shall be signed by a California licensed civil engineer.
- 2.12 Grading plans shall clearly address mitigation of runoff from Caltrans right-of-way north of the site. Flow shall be accepted and treated on site and shall not be directed to public right-of-way.

- 2.13 The Project Proponent shall prepare separate landscaping and irrigation plans for areas within the street right-of-way for review and approval by the City Engineer. Plans shall be prepared in accordance with Riverside County Ordinance.
- 2.13.1 Right-of-way Landscape and Irrigation plans shall be prepared per Riverside County Ordinance 859 and per the City's submittal guidelines and package. Landscaped median(s) shall be part of the plans.
- 2.14 The Project Proponent shall prepare separate street improvement and street lighting plans for review and approval by the City Engineer.

### 3. PRIOR TO FINAL MAP RECORDATION

- 3.1 No final Parcel Map shall be recorded until all Planning related cases, if any, and the annexation to Jurupa Valley's Lighting & Landscape Maintenance District 89-1-C (JV L&LMD), if any, associated with this subdivision are approved.
- 3.2 No final Map shall be recorded until the Annexation to JV L&LMD associated with this project is finalized.
- 3.2.1 District maintenance responsibilities will include, but is not limited to, the maintenance of the following:
- a. Parkway landscaping along Pedley Road;
  - b. Parkway landscaping along Ben Nevis Boulevard;
  - c. Tree trimming for trees within the public right-of-way, as identified on the Annexation Landscape Plans and approved by the Director of Public Works;
  - d. Median Improvements.
- 3.3 Lot access shall be restricted along the public rights-of-way. On the final Parcel Map the Owner shall dedicate abutter's rights of access along Ben Nevis Boulevard and Pedley Road; except at approved driveway access points on Ben Nevis Boulevard as shown on the referenced exhibit.
- 3.4 The Project Proponent shall provide improvement plans for approval of the City Engineer for all public improvements including, but not limited to, street improvements plans showing parkway improvements, road and pavement improvements, landscape and irrigation, traffic signal plans, and water system.
- 3.5 Rights-of-way for streets and public utilities purposes shall be dedicated and shown on the Final Parcel Map in accordance with these conditions of approval, the City's Municipal Code, Riverside County Ordinance 460, and Riverside County Ordinance 461. It is understood that the Tentative Parcel Map exhibit correctly shows acceptable centerlines, existing easements, traveled ways, and drainage courses, and that the omission or unacceptability may require that the Developer amend or revise the tentative map as may be necessary to allow a finding that the final Parcel Map is in substantial conformance with the tentative map.
- 3.6 The Project Proponent shall prepare improvement plans for approval of the City Engineer:

- 3.6.1** Project Proponent shall prepare plans for improvements on Ben Nevis Boulevard, along the frontage of the proposed subdivision, consistent with the conditions of approval and shall be responsible of construction of the improvements:
- a. Ben Nevis Boulevard shall be considered a Collector Road and improved per Riverside County Standard No. 111 modified to provide curb adjacent landscape;
  - b. Improvements shall include curb & gutter, sidewalk, drive approaches, landscaping & irrigation, median modifications, traffic signal improvements, and signing & striping.
  - c. Parkway Improvements shall be as shown on referenced exhibit, unless otherwise as otherwise modified and approved by the City Engineer;
  - d. Standard No. 111 shall be modified at the intersection with Pedley Road as noted and identified on Table A (Traffic and Transportation Improvement and Mitigation List). Road pavement treatment required for Ben Nevis Boulevard at project frontage. Applicant shall provide pavement treatment per Geotechnical Engineer's recommendation and as approved by the City Engineer.
- 3.6.2** Project Proponent shall prepare plans for improvements on Pedley Road, along the frontage of the proposed subdivision, consistent with the conditions of approval and shall be responsible of construction of the improvements:
- a. Improvements shall include curb, gutter and sidewalk repairs as identified by City Public Works Inspector; landscaping & irrigation, median modifications, traffic signal improvements, and signing & striping;
  - b. Parkway improvements shall be as shown on referenced exhibit, unless otherwise as otherwise modified and approved by the City Engineer;
  - c. Improvements shall include landscaping & irrigation, traffic signal improvements, and signing & striping - as noted and identified on Table A (Traffic and Transportation Improvement and Mitigation List).
  - d. Improvements for Ben Nevis Boulevard and Pedley Road intersection;
  - e. Pavement treatment required for Pedley Road: Slurry seal; shall be reviewed and approved by City Engineer.
- 3.6.3** Project Proponent shall prepare plans for improvements on Avon Street consistent with the conditions of approval and shall be responsible of construction of the improvements:
- a. Curb and gutter;
  - b. 10-foot parkway, including a 5-foot sidewalk and 5-foot curb adjacent landscaping.
- 3.7** Should this project be within any assessment/benefit district, the Project Proponent shall make application for and pay any reapportionment of the assessment or pay the unit fees in the assessment/benefit district.
- 3.8** Provide clearance letter from water and sewer utility purveyor, that all and any conditions by the water and sewer utility purveyor (if any) have been satisfied or appropriately initiated to its satisfaction.
- 3.9** Provide non-interference letters from all public utilities within the project boundary.

- 3.10 Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with Riverside County Ordinances 460 and 461, as adopted by the City. The Project Proponent is responsible for coordinating the work with the serving utility company. This requirement applies to underground existing overhead electrical lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site including services that originate from poles on the far side of the street. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. Written proof confirming initiation of the design of utility improvements or relocations, issued by the utility company, shall be submitted to the Engineering Department for verification purposes.
- 3.11 Project proponent shall obtain approval by water and sewer purveyor for water system and sewer system improvement plans (if any). The plans shall be submitted to and approved by the appropriate service district and the City.

#### **4. PRIOR TO ISSUANCE OF BUILDING PERMIT**

- 4.1 The Project geotechnical/soils engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the Geotechnical/Soils report approved for this project.
- 4.2 A licensed land surveyor or civil engineer shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
- 4.3 The site's BMP facilities and features shall be constructed as shown on the project's site grading plans or separate post-construction BMP Improvement plans approved of the City Engineer. Post-construction water quality surface features and facilities such as basins and bio-swales are not required to be landscaped prior to issuance of building permits, but must be otherwise constructed and additional temporary erosion control measures in place as approved by the City Engineer.
- 4.4 The required domestic water system improvements, including fire hydrants, shall be installed and accepted.
- 4.5 Applicant shall pay fair share payments identified on Table A (Traffic and Transportation Improvement and Mitigation List).
- 4.6 A cross-lot drainage agreement and/or easement between the parcels is required.
- 4.7 A reciprocal access easement is required between the parcels.

#### **5. PRIOR TO BUILDING PERMIT SIGN-OFF (ENGINEERING)**

- 5.1 The Project Proponent is responsible for the completing off all grading and construction of all infrastructure improvements within the public right-of-way in accordance with approved plans, with Riverside County Ordinance 461, as adopted by the City, and with all other applicable requirements, to the satisfaction of the City Engineer.

- 5.2 The Project geotechnical/soils engineer shall provide a Final Grading Certification, certifying to the completion of the precise grading in conformance with the approved grading plans, the recommendation of the Geotechnical/Soils report approved for this project and the California Building Code Appendix J.
- 5.3 A licensed surveyor or civil engineer shall certify to the completion of precise grading in conformance with the lines and grades shown on the approved grading plans.
- 5.4 The Project Proponent is responsible for completing all utility mainline and service line extensions within and serving the project site, including but not limited to, electrical power, telephone, other communication, street lighting, and cable television underground as herein before required, unless otherwise approved by the City Engineer in writing. Utility extensions from the mainline or other points of connection within the public right-of-way require that the Project Proponent obtained an Encroachment Permit from the Engineering Department. Correspondence from the respective utility company approving and accepting utility improvements shall be provided from each respective utility company. The City will make a final inspection of work to verify that any impacts that the work might have had to other City owned infrastructure is restored or repaired to the satisfaction of the City Engineer.
- 5.5 The Project Proponent is responsible for completing all landscaping and irrigation improvements within the public right-of-way as applicable. The Project Proponent shall provide a Landscaping Certificate of Completion to the City Engineer.
- 5.6 The Project proponent is responsible for the completion of all post-construction water quality Best Management Practices (BMPs) facilities and features. These facilities and features will require operation and maintenance in perpetuity by the Property Owner(s).
- 5.7 The Project Proponent shall complete all improvements required for the annexation process to JV L&LMD, and the 90-day maintenance period of the improvements shall be finished.

**TABLE A - TRAFFIC AND TRANSPORTATION IMPROVEMENT AND MITIGATION LIST**

| Geometric Modification  | Description   |
|---|---|
| <b>INTERSECTIONS</b>  |   |
| <b>Project-Specific Intersection Mitigation</b>                         |   |
| Intersection of West Project Driveway (NS) and Ben Nevis Boulevard (EW) | <p>Modify geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> N/A (Future Property Access Driveway).</li> <li>• <b>SB:</b> one shared LT/TH/RT lane.</li> <li>• <b>EB:</b> one LT lane, one TH lane.</li> <li>• <b>WB:</b> one LT lane, one TH lane.</li> </ul> <p>Note: Future NB driveway to accommodate future development on south side of Ben Nevis Blvd.</p>   |
| Intersection of East Project Driveway (NS) and Ben Nevis Boulevard (EW) | <p>Modify geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> N/A.</li> <li>• <b>SB:</b> one inbound RT lane.</li> <li>• <b>EB:</b> one shared TH/RT lane.</li> <li>• <b>WB:</b> one TH lane.</li> </ul> <p>Note: Raised median to be installed on Ben Nevis Blvd.</p>   |
| Intersection of Pedley Road (NS) and Ben Nevis Boulevard (EW)           | <p>Install geometries to provide:</p> <p><b>NB:</b> one LT lane, one TH lane.<br/> <b>SB:</b> one TH lane, one RT lane.<br/> <b>EB:</b> one LT lane, one RT lane.<br/> <b>WB:</b> N/A.</p> <p>Note: Project to pay for full cost to install curb return in ultimate location in NW quadrant of the intersection and roadway width on Ben Nevis Blvd to accommodate future dual WB LT turn lanes and one RT lane. In addition, Project fair share = 5 percent of \$250,000 future improvements on Pedley Road including signalization and northbound roadway widening.</p> |
| <b>Fair-Share Intersection Improvements</b>                             |   |
| Intersection of Pedley Road (NS) and SR60 WB Ramps (EW)                 | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane.</li> <li>• <b>SB:</b> one TH lane, one RT lane.</li> <li>• <b>EB:</b> N/A.</li> <li>• <b>WB:</b> one LT lane, one RT lane.</li> </ul> <p>Note: Includes future traffic signal.<br/>                     Project share = 5 percent of \$250,000.</p>   |

|  |  |
|--|--|
| Intersection of Pedley Road (NS) and SR60 EB Ramps (EW)          | <p>Install geometries to provide:</p> <ul style="list-style-type: none"><li>• <b>NB:</b> one TH lane, one RT lane.</li><li>• <b>SB:</b> one LT lane, one TH lane.</li><li>• <b>EB:</b> one LT lane, one RT lane.</li><li>• <b>WB:</b> N/A.</li></ul> <p>Note: Includes future traffic signal.<br/>Project share = 5 percent of \$250,000.</p>  |
| Intersection of Pedley Road (NS) and Bravo Estates Entrance (EW) | <p>Install geometries to provide:</p> <ul style="list-style-type: none"><li>• <b>NB:</b> one LT lane, one TH lane, one RT lane.</li><li>• <b>SB:</b> one LT lane, one shared TH/RT lane.</li><li>• <b>EB:</b> one shared LT/TH/RT lane.</li><li>• <b>WB:</b> one shared LT/TH/RT lane.</li></ul> <p>Project share = 5 percent of \$250,000.</p>  |
| Intersection Pedley Road (NS) and Mission Boulevard (EW)         | <p>Install geometries to provide:</p> <ul style="list-style-type: none"><li>• <b>NB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li><li>• <b>SB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li><li>• <b>EB:</b> one LT lane, two TH lanes, one RT lane.</li><li>• <b>WB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li></ul> <p>Note: Modify existing traffic signal and add SB TH lane.<br/>Project share = 4 percent of \$100,000.</p> |

The Applicant hereby agrees that these Conditions of Approval are valid and lawful and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.

Applicant's name (Print Form): \_\_\_\_\_

Applicant's name (Signature): \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT NO. 5**

Adopted Planning Commission Resolution No. 2021-11-10-01

RESOLUTION NO. 2021-11-10-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DETERMINING NO FURTHER CEQA REVIEW REQUIRED FOR A PROPOSED EXTENSION OF TIME FOR TENTATIVE PARCEL MAP NO. 37483, ADOPTING AN ADDENDUM TO AN ADOPTED MITIGATED NEGATIVE DECLARATION FOR PROPOSED CONDITIONAL USE PERMIT NO. 21007, APPROVING A ONE-YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP NO. 37483 FOR A SCHEDULE "E" SUBDIVISION OF APPROXIMATELY 5.36 ACRES OF REAL PROPERTY LOCATED SOUTH OF STATE ROUTE 60, NORTH OF LINCOLN AVENUE AND BEN NEVIS BOULEVARD, EAST OF DALLEY WAY, AND WEST OF PEDLEY ROAD (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004), AND APPROVING CONDITIONAL USE PERMIT NO. 21007 TO PERMIT CONSTRUCTION OF A GAS STATION, A CONVENIENCE STORE, INCLUDING THE SALE OF MOTOR VEHICLE FUEL, AND A DRIVE-THRU RESTAURANT PAD ON APPROXIMATELY 3.52 ACRES OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003, -004, -005, -006, -008, -009) IN THE SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE

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

Section 1. **Project.** Shield Tech, LLC (the "Applicant") has applied for an Extension of Time for Tentative Parcel Map No. 37483 (Master Application No. 21262 or MA No. 21262) for a Schedule "E" subdivision of approximately 5.36 acres into on six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail ("CR") and Conditional Use Permit No. 21007 (Master Application No. 21219 or MA No. 21219) to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR) (the "Project"). The Applicant proposes to develop the Project on the subject site in two phases. Phase 1 will include the construction of the Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, and a 2,500 square-foot pad for a future drive-thru

restaurant on proposed Parcel 1. Phase 2 will include the construction of the future drive-thru restaurant on proposed Parcel 2. The Applicant is not proposing to develop proposed Parcels 3, 4, 5, and 6.

Section 2. Extension of Time.

(a) The Applicant is seeking approval of a one-year extension of time for Tentative Parcel Map No. 37483, a Schedule "E" subdivision of approximately 5.36 acres into six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone.

(b) The Planning Commission approved Tentative Parcel Map No. 374863 on September 12, 2018, with an expiration date of September 12, 2021.

(c) The Applicant filed an application for a one-year extension of time for Tentative Parcel Map No. 37483 on August 30, 2021, prior to the September 12, 2021 expiration date.

(d) Section 7.05.020.A. of the Jurupa Valley Municipal Code provides that the Jurupa Valley Planning Commission is designated as the "Advisory Agency" charged with the duty of making investigations and reports on the design and improvement of all proposed Schedule "E" maps. Further, Sections 7.05.020.A. and 7.15.150 of the Jurupa Valley Municipal Code provide that the Planning Commission is authorized to approve, conditionally approve, or disapprove all such tentative map land divisions and report the action directly to the City Council and the land divider.

(e) Section 7.15.230.A. of Chapter 7.15 of the Jurupa Valley Municipal Code and Government Code Section 66452.6(e) provide that the Planning Commission may extend an approved or conditionally approved tentative map for a period or periods not exceeding a total of six (6) years upon application of the subdivider filed prior to the expiration of the tentative map. Further, Government Code Section 66452.6(e) provides that prior to the expiration of an approved or conditionally approved tentative map, and upon an application by the subdivider to extend that map, the tentative map shall be automatically extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.

(f) Section 7.15.180 of the Jurupa Valley Municipal Code requires denial of a tentative parcel map if it does not meet all of the requirements of Title 7 of the Jurupa Valley Municipal Code, or if any of the following findings are made:

- 1) That the proposed land division is not consistent with applicable general and specific plans.
- 2) That the design or improvement of the proposed land division is not consistent with applicable general and specific plans.
- 3) That the site of the proposed land division is not physically suitable for the type of development.

4) That the site of the proposed land division is not physically suitable for the proposed density of the development.

5) That the design of the proposed land division or proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6) That the design of the proposed land division or the type of improvements are likely to cause serious public health problems.

7) That the design of the proposed land division or the type of improvements will conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division. A land division may be approved if it is found that alternate easements for access or for use will be provided and that they will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

8) Notwithstanding subsection 5) above, a tentative map may be approved if an environmental impact report was prepared with respect to the project and a finding was made, pursuant to the California Environmental Quality Act (Pub. Resources Code Section 21000 et seq. ), that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

(g) Section 7.15.140 of the Jurupa Valley Municipal Code provides that the action of the Planning Commission on a tentative Schedule "E" map will be final, unless the final decision is appealed by the land divider or any interested party.

(h) Sections 7.05.030.B. and 7.15.150 of the Jurupa Valley Municipal Code provide that if a land divider or any interested party believes that they may be adversely affected by the decision of the Planning Commission, the land divider or any interested party may appeal the decision to the City Council. Any such appeal shall be filed with the City Clerk within ten (10) days after the notice of decision of the Planning Commission appears on the City Council's agenda. The appeal must be filed in writing, stating the basis for appeal, and must be accompanied by the applicable fee.

### Section 3. Conditional Use Permit.

(a) The Applicant is seeking approval of Conditional Use Permit No. 21007 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone.

(b) Section 9.125.020.B.(22) of the Jurupa Valley Municipal Code provides that convenience stores, including the sale of motor vehicle fuel, are permitted in the C-P-S Zone

provided a conditional use permit has been granted pursuant to Section 9.240.280 of the Jurupa Valley Municipal Code.

(c) Section 9.240.280.(3) of the Jurupa Valley Municipal Code provides that a public hearing shall be held on the application for a conditional use permit in accordance with the provisions of either Section 9.240.250 or 9.240.260 of the Jurupa Valley Municipal Code, whichever is applicable, and all of the procedural requirements and rights of appeal as set forth therein shall govern the hearing. Further, the hearing body in Section 9.240.250 of the Jurupa Valley Municipal Code is defined as the Planning Commission of the City of Jurupa Valley.

(d) Section 9.240.280.(4) of the Jurupa Valley Municipal Code provides that a conditional use permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety, or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety, or general welfare of the community.

**Section 4. California Environmental Quality Act Findings for MA No. 21262.** The Planning Commission of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of the proposed one-year Extension of Time for Tentative Parcel Map No. 37483:

(a) Pursuant to California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 *et seq.*) and the City's CEQA Guidelines, City staff has considered the potential environmental impacts of the proposed one-year Extension of Time for Tentative Parcel Map No. 37483. City staff has also reviewed the Mitigated Negative Declaration ("MND") for Conditional Use Permit No. 17004, Tentative Parcel Map No. 37483, Determination of Public Convenience or Necessity for PCN18001 (collectively, Master Application No. 17245 or MA No. 17245) adopted by the Planning Commission on September 12, 2018, including the impacts and mitigation measures identified therein, and prepared a Previous Environmental Document Review Determination in accordance with CEQA for the proposed one-year Extension of Time for Tentative Parcel Map No. 37483. Based on that review, the City of Jurupa Valley Planning Department has determined that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 and the circumstances under which the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 does not involve new information of substantial importance which shows that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 will have significant effects not discussed in the prior MND. All potential environmental impacts associated with MA No. 17245, including Tentative Parcel Map No. 37483, and the proposed one-year Extension of Time for Tentative Parcel Map No. 37483, are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant.

(b) The Planning Commission has independently reviewed the Previous Environmental Document Review Determination, and based upon the whole record before it, the Previous Environmental Document Review Determination, and its independent review and

judgment, finds that that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 is not subject to further environmental review pursuant to the CEQA Guidelines because:

1) The proposed one-year Extension of Time for Tentative Parcel Map No. 37483 and the circumstances under which the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 does not involve new information of substantial importance which shows that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 will have significant effects not discussed in the prior MND; and

2) All potential environmental impacts associated with MA No. 17245, including Tentative Parcel Map No. 37483, and the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant.

(c) The custodian of records for the prior MND, and all other materials that constitute the record of proceedings upon which the Planning Commission determination is based, is the Community Development Department of the City of Jurupa Valley. Those documents are available for public review in the Community Development Department located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

Section 5. California Environmental Quality Act Findings for MA No. 21219. The Planning Commission of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of proposed Conditional Use Permit No. 21007:

(a) On September 12, 2018, the Planning Commission adopted Resolution No. 2018-09-12-01 adopting an MND prepared for Conditional Use Permit No. 17004, Tentative Parcel Map No. 37483, Determination of Public Convenience or Necessity for PCN18001 (collectively, Master Application No. 17245 or MA No. 17245), and adopted findings pursuant to CEQA and the City's CEQA Guidelines ("Adopted MND").

(b) An Addendum to the Adopted MND for MA No. 17245 was prepared for the approval of proposed Conditional Use Permit No. 21007 pursuant to CEQA and CEQA Guidelines Section 15164.

(c) The Planning Commission has reviewed the Addendum to the Adopted MND, along with the Adopted MND and, in the exercise of its independent judgment, concludes that the Addendum accurately describes the environmental ramifications of approving the proposed Conditional Use Permit No. 21007.

(d) The Planning Commission finds, based on the evidence in the record, including the Addendum, that the proposed Conditional Use Permit No. 21007 does not require supplemental or subsequent environmental review because the proposed Conditional Use Permit No. 21007 (i) is not a substantial change to MA No. 17245 analyzed under the Adopted MND that would require major revisions to the previously Adopted MND, (ii) is not a substantial change in

the circumstances under which MA No. 17245, including Conditional Use Permit No. 17004, is being undertaken that would require major revisions to the Adopted MND, and (iii) does not constitute new information of substantial importance that was not known at the time the MND was adopted.

(e) If the proposed Conditional Use Permit No. 21007 is approved by the Planning Commission, the impacts associated with the approval of the proposed Conditional Use Permit No. 21007 would be the same or less than those identified for Conditional Use Permit No. 17004 in the Adopted MND, for the reasons set forth in the Addendum.

(f) The Planning Commission, exercising its independent judgment after considering the administrative record, hereby approves the Addendum to the Adopted MND, attached hereto as Exhibit B, reaffirms the findings adopted as part of the MND adoption and set forth in Resolution No. 2018-09-12-01 as remaining applicable to the proposed Conditional Use Permit No. 21007.

(g) The custodian of records for the documents and other materials that constitute the record of the proceedings upon which the Planning Commission's decision is based, including, but are not limited to, the staff reports for the MA No. 21219, all of the materials that comprise and support the Addendum, attached hereto as Exhibit "A", to the Adopted MND and all of the materials that support the staff reports for MA No. 21219, is the Community Development Department of the City of Jurupa Valley. Those documents are available for public review in the Community Development Department of the City of Jurupa Valley located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

**Section 6. Findings for Approval of Extension of Time for Tentative Parcel Map No. 37483.** The Planning Commission of the City of Jurupa Valley does hereby find, determine, and declare that the proposed one-year Extension of Time for Tentative Parcel Map No. 37483 should be granted because:

(a) The proposed one-year Extension of Time for Tentative Parcel Map No. 37483 continues to meet all requirements of Title 7 (Subdivisions) of the Jurupa Valley Municipal Code in that the parcels will be divided to meet all criteria

(b) The proposed land division continues to be consistent with the 2017 Jurupa Valley General Plan and the General Plan land use designation of Commercial Retail (CR) in that the land is suitable for the proposed commercial subdivision, including floor-to-area ratio;

(c) The design or improvement of the proposed land division continues to be consistent with the 2017 Jurupa Valley General Plan in that the land division is consistent with the commercial development policies within the General Plan.

(d) The site of the proposed land division continues to be physically suitable for the type of development, will accommodate the proposed commercial development, and will be graded according to applicable code standards.

(e) The site of the proposed land division continues to be physically suitable for the proposed density of the development in that the proposed land division is consistent with

the vision of the 2017 Jurupa Valley General Plan for commercial growth development for the subject area and the water and sewer purveyor, Jurupa Community Services District (JCSD), issued a "will serve" letter stating that water and sewer service will be available to the development.

(f) The design of the proposed land division or proposed improvements, as conditioned and with the imposition of mitigation measures, is not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.

(g) The design of the proposed land division or the type of improvements is not likely to cause serious public health problems in that the land division has been designed to be harmonious with the surrounding community and provides for safe on-site traffic and pedestrian circulation.

(h) The design of the proposed land division or the type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division in that the proposed tentative parcel map and development plans have been prepared to prevent any such conflicts.

**Section 7. Findings for Approval of Conditional Use Permit.** The Planning Commission of the City of Jurupa Valley does hereby find, determine, and declare that the proposed Conditional Use Permit No. 21007 should be granted because the proposed gasoline service station consisting of a fueling canopy and convenience store, including the sale of motor vehicle fuel, will not be detrimental to the health, safety, or general welfare of the community in that:

(a) The proposed convenience store, including the sale of motor vehicle fuel, is consistent with other similar convenience stores within the City. Additionally, since the proposed convenience store, including the sale of motor vehicle fuel, will not adversely affect or be materially detrimental to the public health, safety, or general welfare of the community;

(b) The proposed convenience store, including the sale of motor vehicle fuel, will not be detrimental to the health, safety, or general welfare of the community, in that the convenience store will primarily sell prepackaged cold and hot foods, sundry items, non-alcoholic beverages and fueling for vehicles. The Riverside County Sheriff's Department did object to, nor consider the proposed convenience store, including the sale of motor vehicle fuel, to be a threat to surrounding land uses; and

(c) The proposed convenience store, including the sale of motor vehicle fuel, will not be detrimental to the health, safety, or general welfare of the community, in that the Project site will be developed and conditioned to ensure reduced impacts to adjacent land uses, including adequate dense landscaping, masonry walls, increased setbacks, restricted delivery hours, and other mitigations. As such, the convenience store, including the sale of motor vehicle fuel, is not expected to create any significant adverse impacts from noise, odor, or light upon the community as analyzed in the Initial Study and Mitigated Negative Declaration adopted for TPM No. 37483. Proposed Mitigation Measures include, but are not limited to: (1) The proposed Project will be required to shield outdoor lighting so as to contain glaring; (2) The proposed Project shall comply

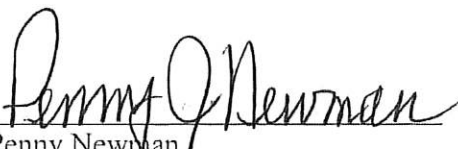


with the Air Quality Management District's rules regulating air quality; (3) The proposed Project will require public improvements along Ben Nevis Boulevard, which will serve to update the Project site and help improve traffic circulation per the standards of the 2017 Jurupa Valley General Plan; and (4) The proposed Project will require a construction related noise mitigation plan.

**Section 8. Approval of Master Application Nos. 21262 and 21219 with Conditions.** Based on the foregoing, the Planning Commission of the City of Jurupa Valley hereby (1) approves a one-year Extension of Time for Tentative Parcel Map No. 37483, a Schedule "E" subdivision of approximately 5.36 acres into on six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR), and (2) approves Conditional Use Permit No. 21007 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, with beer and wine sales for off-site consumption at the convenience store on real property located on the northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003, -004, -005, -006, -008, -009) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR), all subject to the recommended conditions of approval attached hereto as Exhibit "B". Tentative Parcel Map No. 37483 shall expire on September 12, 2022, unless within that period of time the expiration date of September 12, 2022 shall have been extended or a final map shall have been approved and filed with the County Recorder.

**Section 9. 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 10<sup>th</sup> day of November, 2021.

  
Penny Newman  
Chair of Jurupa Valley Planning Commission

ATTEST:

  
Joe Perez  
Community Development Director/Secretary to the Planning Commission

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE ) ss.

CITY OF JURUPA VALLEY )

I, Joe Perez, Community Development Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-11-10-01 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 10<sup>th</sup> day of November, 2021, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

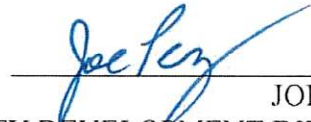
Newman, Pruitt, Jackson, Shultz

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

Carmona

ABSTAIN: COMMISSION MEMBERS:



JOE PEREZ  
COMMUNITY DEVELOPMENT DIRECTOR

**ADDENDUM**  
**Initial Study / Mitigated Negative Declaration**  
**(MA17245; CUP 17004; PCN 18001)**

**City of Jurupa Valley Master Application 21219**



**Lead Agency**

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
Contact: Rocio Lopez, Senior Planner  
(951) 332-6464 ext.212  
[rlopez@jurupavalley.org](mailto:rlopez@jurupavalley.org)

**Applicant:**

Shield Tech, LLC.  
92 Corporate Park, Suite C581  
Irvine, CA. 92606

**October 25, 2021**

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## 1.0 DETERMINATION

Based on the evaluation in Section 4.0 of this document, I find that the project would not involve new significant environmental effects ,or result in a substantial increase in the severity of previously identified significant effects which would call for, as provided in Section 15162 of the State CEQA Guidelines, the preparation of a Subsequent EIR or Negative Declaration. Therefore, the City has elected to prepare an Addendum to the *Initial Study/Mitigated Negative Declaration, City of Jurupa Valley Master Application 17245*, adopted on September 12, 2018. as the appropriate form of documentation to meet the statutory requirements of CEQA.



Signature

City of Jurupa Valley

Agency

Joe Perez, Community Development Director

Printed Name/Title

October 25, 2021

Date:

## 2.0 STATUTORY AUTHORITY AND REQUIREMENTS

### 2.1 Purpose of an Addendum

This document is an Addendum to the Initial Study/Mitigated Negative Declaration (ISMND) *Shield Tech, LLC Chevron Station Project, City of Jurupa Valley Master Application (MA) 17245*, adopted by the City of Jurupa Valley Planning Commission on September 12, 2018. This document has been prepared to determine if the Proposed Project is within the scope of the analysis contained in the adopted ISMND and to ensure that the Proposed Project does not create new significant impacts or substantially increase the severity of previously analyzed impacts as compared to those identified previously.

Section 15160 of the CEQA Guidelines explains that there are several mechanisms, and variations in environmental documents, that can be tailored to different situations and intended uses of environmental review. Specifically, Section 15160 states that the “. . . variations listed [including Subsequent EIRs, Supplemental EIRs, and Addendums] are not exclusive. Lead agencies may use other variations consistent with the Guidelines to meet the needs of other circumstances.” This provision allows Lead agencies to tailor the use of CEQA mechanisms (such as this Addendum) to fit the circumstances presented to the Lead agency by a project. Here, the City has opted to prepare an Addendum to assess the minor modifications of the Project that have transpired since the adoption of the ISMND on September 12, 2018.

CEQA Guidelines § 15162, *Subsequent EIRs and Negative Declarations*, states the following with

respect to EIRs and MNDs:

- (a) *When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*
  - (1) *Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
  - (2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
  - (3) *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:*
    - (A) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration.*
    - (B) *Significant effects previously examined will be substantially more severe than shown in the previous EIR.*
    - (C) *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
    - (D) *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) *If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.*



When only some changes or additions to a previously adopted ISMND are necessary and none of the conditions described in CEQA Guidelines § 15162 are met, CEQA allows the lead agency to prepare an addendum to a previously adopted ISMND.

As required in § 15164 (e), above, substantial evidence supporting the Lead agency's decision not to prepare a new Negative Declaration pursuant to CEQA Guidelines Section 15162 is provided below, under the "Environmental Impact Analysis" subheading. The environmental analysis evaluates the potential impacts of the Project in relation to the current environmental conditions and in consideration of the environmental findings for the Project.

As summarized below, there are no changes to the proposed Project and therefore would not result in any new significant environmental impacts. The analysis contained herein demonstrates that all the impact issues previously examined in the approved ISMND would remain unchanged with the proposed Project.

Therefore, as described in further detail below, the analysis of the proposed Project supports the determination that the proposed Project would not involve new significant environmental effects or result in a substantial increase in the severity of previously identified significant effects which would call for the preparation of a Subsequent Negative Declaration. Therefore, the City has elected to prepare an Addendum to the adopted ISMND as the appropriate form of documentation to meet the statutory requirements of CEQA.

The Project does not propose to amend the previously approved CUP or make changes to infrastructure or utilities that are different than previously approved. Therefore, the proposed Project would not result in any activities, which would require mitigation beyond that contained in the original IS/MND. In addition, no new information of substantial importance concerning impacts has been discovered since IS/MND adoption. Thus, Project implementation would not result in new or ~~substantially~~ more severe environmental impacts than anticipated in the ISMND.

## 2.2 Incorporation By Reference

CEQA Guidelines § 15150 encourage environmental documents to incorporate by reference other documents that provide relevant data and analysis. The documents outlined below, which were utilized during preparation of this Addendum, are a matter of public record and are hereby ~~incorporated~~ by reference. These documents are available for review at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA. 92509 and on the City's website at [http:// www.jurupavalley.org](http://www.jurupavalley.org)

- *Initial Study/Mitigated Negative Declaration, City of Jurupa Valley Master Application 17245* – Adopted on September 12, 2018.

## 3.0 PROJECT BACKGROUND

### 3.1 Project Location and Setting

The Proposed Project site is located on the northwest corner of Pedley Road and Ben Nevis Boulevard, the SR-60 Freeway off-ramp to the north and is also identified by the following Assessor Parcel Numbers (APNs): 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-031-009; 169-032-002 & 169-032-004

### Exhibit 1. Local Vicinity Map





### 3.2 Project Description

**Approved Project:** In 2018, the City Planning Commission approved the Conditional Use Permit (CUP) No. 17004, Master Application (MA) No. 17245 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,500 square-foot pad for a future drive-thru restaurant, with beer and wine sales for off-site consumption at the convenience store. The Applicant proposes to develop the Project in two (2) phases. Phase 1 will include the construction of the Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square-foot office space on the second floor, and a 2,500 square-foot pad for future drive-thru restaurant on proposed Parcel 1. Phase 2 will include the construction of the future drive-thru restaurant on proposed Parcel 2.

The City Council approved a one (1) year extension on the Conditional Use Permit (CUP) No. 17003, Master Application (MA) No. 20131, Resolution No. 2021-12 on February 4, 2021.

**Proposed Project:** The Applicant is not proposing changes to the Approved Project. This request is for the approval of a Conditional Use Permit to replace the permit that expired on September 12, 2021.

## 4.0 ENVIRONMENTAL IMPACT ANALYSIS

Table 1-1: *Summary of Project Impacts* of the ISMND identified the following environmental issues would be impacted by the Approved Project and addressed as part of this Addendum:

The adopted IS/MND determined that the development accommodated by the CUP would result in **potentially significant impacts** to Biological Resources, Cultural Resources (archaeological and paleontological), Noise, Transportation/Traffic, and Tribal Cultural Resources. Required mitigation measures for each issue area impact(s) were determined to be **less than significant with mitigation incorporated**.

### BIOLOGICAL RESOURCES

**Analysis:** The ISMND determined that the Approved Project would result in potentially significant impacts related to biological resources as follows

**Impact 3.4 (a):** *May have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Mitigation Measure MM-BIO-1: Pre-Construction Burrowing Owl Survey* was required to mitigate this impact to a less than significant level.

**Impact 3.4 (f)** *Conflict with the provision of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Mitigation*

**Measure MM-BIO-1: *Pre-Construction Burrowing Owl Survey*** was required to mitigate this impact to a less than significant level.

Based on the results of the focused surveys, no BUOWs signs, occupied burrows, or remnant burrows were observed within the survey area. Although BUOWs were not observed during the survey suitable habitat type (ruderal vegetation) for BUOWs was determined to be present on Parcels 1,2,3, and 4, and BUOW are known to occur in the areas nearby the Project site. Therefore, a pre-construction clearance survey would be required to reconfirm the absence of BUOWs. The ISMND identified and requires Mitigation Measure **MM-BIO-1** a 30-day preconstruction survey to reduce impacts for 3.4 (a) and (f) to less than significant.

**Conclusion:** Based on a review of the ISMND and the analysis above, there are no substantial changes, no new information of substantial importance, or a substantial change with respect to the circumstances under which the Proposed Project is undertaken that would change the analysis and conclusions made in the IS/MND. No new significant adverse impacts are identified or anticipated, and no new mitigation measures are required because of the Proposed Project. The Proposed Project will be required to apply Mitigation Measure MM-BIO-1; therefore, ***the Proposed Project would not result in new, or substantively different or substantively increased and Biological Resources impacts would remain less than significant.***

## CULTURAL RESOURCES

**Analysis:** The ISMND determined that the Approved Project would result in potentially significant impacts related to cultural resources as follows:

**Impact 3.5 (c):** *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.* Mitigation Measures **MM-CR-1: *Paleontological Monitoring*** and **MM CR-2: *Paleontological Treatment Plan***, were required to mitigate this impact to a less than significant level.

The Project site remains in the same physical condition as it did as the time of Project approval (vacant land). The Project does not propose any changes that would impact cultural resources than what was originally evaluated under the Approved Project.

**Conclusion:** Based on a review of the ISMND and the analysis above, there are no substantial changes, no new information of substantial importance, or a substantial change with respect to the circumstances under which the Proposed Project is undertaken that would change the analysis and conclusions made in the IS/MND. No new significant adverse impacts are identified or anticipated and no new mitigation measures are required as a result of the Proposed Project. The Proposed Project will be required to apply the Mitigation Measures MM-CR-1 and MM-CR-2; therefore, ***the Proposed Project would not result in new, or substantively different or substantively increased impacts and Cultural Resources impacts would remain less than significant.***



## NOISE

**Analysis:** The ISMND determined that the Approved Project would result in potentially significant impacts related to noise as follows:

**Impact 3.12 (a):** *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.* **Mitigation Measure MM-NOI-1: Construction Noise Mitigation Plan** was required to mitigate this impact to a less than significant level.

**Impact 3.12 (d):** *A substantial temporary or period increase in ambient noise levels in the Project vicinity above levels existing without the Project.* **Mitigation Measure MM-NOI-1: Construction Noise Mitigation Plan** was required to mitigate this impact to a less than significant level.

The ISMND identified a potential noise impacts due to project construction. The Project does not propose any changes to the intensity or type of development than what was originally allowed under the Approved Project. Mitigation Measure MM-NOI-1 will still be imposed on the Proposed Project.

**Conclusion:** Based on a review of the ISMND and the analysis above, there are no substantial changes, no new information of substantial importance, or a substantial change with respect to the circumstances under which the Proposed Project is undertaken that would change the analysis and conclusions made in the IS/MND. No new significant adverse impacts are identified or anticipated and no new mitigation measures are required as a result of the Proposed Project. The Proposed Project will be required to apply Mitigation Measure MM-NOI-1; therefore, ***the Proposed Project would not result in new, or substantively different or substantively increased impacts and Noise impacts would remain less than significant.***

## TRANSPORTATION AND TRAFFIC

**Analysis:** The ISNMD determined that the Approved Project would result in potentially significant impacts related to Transportation/Traffic as follows:

**Impact 3.16 (a):** *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.* **Mitigation Measures MM-TR-1** was required to mitigate this impact to a less than significant level.

**Impact 3.16 (b):** *Conflict with an applicable congestion management program, including, but not limited to, level-of-service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.* **Mitigation Measures MM-TR-1** was required to mitigate this impact to a less than significant level.

The 2018 ISMND determined that the implementation of the Approved Project would significantly affect Level of Service (LOS) at study area intersections during peak commute hours and Mitigation Measure TR-1, *Roadway Improvements*, was required to reduce impacts to a less than significant level. On September 27, 2013, SB 743 was signed into law, which creates a process to change the way transportation impacts are analyzed under CEQA. SB 743 required the Governor's Office of Planning and Research to amend the CEQA Guidelines to provide an alternative to level of service (LOS) for evaluating transportation impacts. Under the new transportation guidelines, LOS, or vehicle delay, will no longer be considered an environmental impact under CEQA. The updates to the CEQA Guidelines required under SB 743 were approved on December 28, 2018. Under the new guidelines, Vehicle Miles Traveled (VMT) has been adopted as the most appropriate measure of transportation impacts under CEQA and LOS, or vehicle delay, is no longer considered an environmental impact under CEQA. As of July 1, 2020, public agencies were required to immediately commence implementation of the new transportation impact guidelines. Therefore, this Addendum addresses only the Project's consistency with the 2018 ISMND analysis of traffic impacts pursuant to the current CEQA Guidelines.

Mitigation Measure TR-1 is considered not "feasible" as defined under CEQA Guidelines Section 15126.4, as it is designed specifically to reduce automobile delay at roadway intersections which is no longer considered a significant impact on the environment under CEQA. Therefore, Mitigation Measure TR-1 is no longer applicable to the Project as a CEQA based Mitigation Measure but will be imposed on the Project as a Condition of Approval.

Based on the City of *Jurupa Valley Traffic Impact Guidelines* adopted August 2020, the Project can be presumed to have a less than significant impact because it is a local serving retail project less than 50,000 square feet in building area. In addition, the Project does not propose any changes to the intensity or type of development than what was originally allowed under the Approved Project. As the Proposed Project only includes reactivating the expired CUP.

**Conclusion:** Based on a review of the previously adopted ISMND and the analysis above, there are no substantial changes, no new information of substantial importance, or a substantial change with respect to the circumstances under which the Proposed Project is undertaken that would change the analysis and conclusions made in the EIR. No new significant adverse impacts are identified or anticipated and no new mitigation measures are required as a result of the Proposed Project. The Proposed Project will be required to apply the Conditions, and development requirements ***the Proposed Project would not result in new, or substantively different or substantively increased impacts and Transportation and Traffic impacts would remain less than significant.***

## TRIBAL CULTURAL RESOURCES

**Analysis:** The ISMND determined that the Approved Project would result in potentially significant impacts related to Tribal Cultural Resources as follows:

**Impact 3.17 (b):** *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section*



5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. **Mitigation Measure MM-TCR-1: Native American Monitoring, Treatment of Discoveries, and Disposition of Discoveries**, was required to mitigate this impact to a less than significant level.

The Project site remains in the same physical condition as it did as the time of Project approval (vacant land). The Project does not propose any changes that would impact tribal cultural resources than what was originally evaluated under the Approved Project.

**Conclusion:** Based on a review of the IS/MND and the analysis above, there are no substantial changes, no new information of substantial importance, or a substantial change with respect to the circumstances under which the Proposed Project is undertaken that would change the analysis and conclusions made in the IS/MND. No new significant adverse impacts are identified or anticipated and no new mitigation measures are required as a result of the Proposed Project. The Proposed Project will be required to apply the Tribal Cultural Resources Mitigation Measure MM-TCR-1, Conditions, and development requirements; therefore, ***the Proposed Project would not result in new, or substantively different or substantively increased impacts and Cultural Resources impacts would remain less than significant.***

**EXHIBIT "B"**

*Note: Conditions reflect subsequent approvals from Council Resolution No. 2021-12*

**PLANNING DEPARTMENT**

**1. PROJECT PERMITTED.**

**MA21219 (CUP21007)** is for the re-approval of a two (2) phased development: Phase 1 includes a Chevron gas station with 2,900 square-foot fueling canopy and 12 fueling positions; a 4,500 square-foot convenience store and a 2,100 square-foot office on the second floor of the convenience store on proposed Parcel 1. Phase 2 includes a 2,500 square-foot pad for future drive-thru restaurant. Restaurant design shall require separate approval of a Site Development Permit (SDP). Tentative Parcel Map No. 37483 is for the subdivision of 9 parcels into 6 commercial parcels and the PCN is for the sale of alcoholic beverages for off-site consumption in an over concentrated census tract. On-site advertising signs are not part of this approval. Parcels 1-4 are located at the northwest corner of Pedley Road and Ben Nevis Boulevard and Parcels 5 & 6 are located at the southeast corner of Ben Nevis Boulevard and Avon Street. Parcels 1 and 2 are associated with the gas station development and restaurant pad. APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-031-009; 169-032-002 & 169-032-004.

**MA21262 (EOT FOR TPM37483)** is for the approval of the 1<sup>st</sup> one (1) year Extension of Time (EOT) for Tentative Parcel Map No. 37483. Northwest corner of Pedley Road and Ben Nevis Boulevard (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-031-009; 169-032-002 & 169-032-004).

- 2. INDEMNIFY CITY.** The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (ii) of the

first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.

3. **CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Planning Director or designee.
4. **ACKNOWLEDGEMENT OF RECEIPT FORM.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to having received a copy of the "Applicant's Acknowledgement of Comments and Code Information from Internal/External Agencies". The receipt form shall be given to the Planning Director or designee.
5. **MITIGATION MEASURES.** This project shall be subject to the mitigation measures adopted with the Mitigated Negative Declaration (MND) prepared for the project and included with these conditions of approval.
6. **FEES.** The approval of MA21219 & MA21262 (CUP21007 and TPM37483EOT1) shall not become effective until all planning fees have been paid in full.
7. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).** This project is approved subject to the provisions of a Mitigated Negative Declaration. Within forty-eight (48) hours of final approval for this project, the owner or designee shall deliver to the Planning Department a check payable to the Riverside County Clerk in the amount of \$2,330.75 (includes \$50.00 County Clerk Processing Fee) or the fees that are currently in effect at the time. This will enable the City to file the Notice of Determination.
8. **COPIED CONDITIONS.** Prior to the issuance of any building permit, the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.
9. **APPROVAL PERIOD – CONDITIONAL USE PERMIT.** This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By "use", it shall mean the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two (2) year period, the permittee may request up to one (1) year of extension of time in which to begin substantial construction or use of this permit. Should the extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, it shall become null and void.
10. **APPROVAL PERIOD – TENTATIVE PARCEL MAP.** An approved or conditionally approved tentative parcel map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time pursuant to Ordinance No. 460.
11. **CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans (listed below) with any changes in accordance to these conditions of approval:
  - a. Architectural Set of Plans consisting of:
    - i. Sheet C.1.0: Site Plan (8/15/18)

- ii. Sheet C.1.1: Enlarged Site Plan (8/15/18)
- iii. Sheet L.1.1: Conceptual Planting Plan (8/16/18)
- iv. Sheet A.1.1: Main Floor Plan (2/12/18)
- v. Sheet A.1.2: 2<sup>nd</sup> Floor Plan (1/23/17)
- vi. Sheet A.2.1: Building Elevations ( 5/1/18)
- vii. Sheet A.2.2: Wall Plan (8/16/18)
- viii. Sheet CA.1.1: Canopy Elevations (1/23/17)
- ix. Sheet SD.1.1: Site Details (8/16/18)
- x. Sheet SD.1.2: Trash Enclosure (5/1/18)
- xi. Sheet C.2.1: Security Plan (1/23/17)
- xii. Sheet C.3.1: Street Sections (8/16/18)
- xiii. Preliminary Grading and Drainage Plans (sheets 1-7 dated 8/16/18)

b. Tentative Parcel Map No. 37483 (Sheets 1-4 dated 8/17/18)

c. The Title Block of Preliminary Grading and Drainage Plans (sheets 1-7 dated 8/16/18) shall be revised to remove any reference to Mobil Gas Station with C-Store and Carwash. Title Block shall reference the Chevron gas station project as identified under Condition No. 1.

**12. SIGN PERMIT.** Prior to the issuance of any building permit, the owner or designee shall submit a separate Site Development Permit (SDP) for Planning Director review and approval of any proposed on-site signage. Signage shall be architecturally integrated with the overall project.

**13. ADVERTISING SIGNAGE.** Window signage shall be prohibited. Advertisement signage on exterior walls is also prohibited, unless approved through a permit by the Planning Department.

**14. ON-SITE LANDSCAPING.** Prior to the issuance of any Building permit, the applicant shall submit a "Professional Services (PROS)" application (with current fees) and the following items for Planning Director review and approval:

- a. The total cost estimate of landscaping, irrigation, and one-year of maintenance.
- b. Completed City Faithful Performance Bond for Landscape Improvements form with original signatures after the City provides the applicant with the required amount of bond.
- c. Completed City Landscape Agreement with original signatures after the City has reviewed the submitted cost estimate.
- d. Final landscape, maintenance, planting, and irrigation plans and digital copies (CD format).
- e. Add landscape vine along the northern perimeter wall and train vine to cling over the wall for graffiti prevention along the freeway off ramp view.

Prior to the final inspection of any Building permit, the Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley once s/he has deemed the installation is in conformance to the approved plans. Following the inspection of the Landscape Architect of Record, the applicant shall schedule a City inspection with the City's landscape architect.



**15. SPECIAL REVIEW OF PARKING.** Prior to the issuance of any building permit, the applicant shall obtain Planning Director authorization for the Special Review of Parking.

**16. OWNERSHIP AND MAINTENANCE OF COMMON AREA.**

- a. **Formation of a Permanent Organization.** Prior to the recordation of the final map, the applicant shall form a permanent organization, such as a property owners' association, for the ownership and maintenance of all common areas including, but not limited to, landscaping, parking areas, and circulation systems (areas) in perpetuity.
- b. **Covenants, Conditions, and Restrictions (CC & Rs).** Prior to the recordation of the final map, the applicant shall submit draft Covenants, Conditions, and Restrictions (CC&Rs) for the Planning Director review and approval. The CC&Rs shall identify the common areas for ownership and maintenance with text and an exhibit. The common areas shall include the following items:
  - i. Access and Circulation Areas
  - ii. Drainage Facilities
  - iii. Landscaping and Irrigation
  - iv. Parking Areas
  - v. On-site Exterior Lighting Fixtures
  - vi. Trash Enclosures
  - vii. Walls and Fencing
  - viii. Any additional item that may be required by the Planning Director

**17. GRAFFITI PROTECTION FOR WALLS.** Prior to the issuance of any building permit, the applicant shall submit plan that includes anti-graffiti coating or protection for the exterior side of all perimeter walls and exterior of building walls to half the height of the structure, or 12 feet, whichever is greater, for City review and approval. The applicant shall remove any graffiti on the property as soon as possible. In addition, if the applicant was notified by the City, the applicant shall remove the graffiti within seven (7) days of the City's notice.

**18. PEDESTRIAN ON-SITE PATHWAYS.** All on-site pedestrian access pathways shall be constructed with decorative paving such as colored concrete pavers or stamped concrete to the satisfaction of the Planning Director.

**19. SHARED ACCESS.** The applicant shall maintain an access area along a portion of the western property line of Parcel 2 to encourage reciprocal access into the future development of the adjacent property located to the immediate west of this subject site.

**20. DELIVERIES.**

**Restricted Loading / Unloading Times.** Hours of delivery for the project site shall only occur between the hours of 7:00 am – 6:00 pm on Mondays to Fridays. Failure to comply with this condition is a violation of this approval of MA17245 (CUP17004 and TPM37483). If the applicant does not correct the violation or has repeatedly violated this condition, the applicant shall be subject to a Planning Commission's public hearing to resolve the violation. If the violation cannot be cured for any reason after the Planning Commission's public hearing, MA17245 (CUP17004 and TPM37483) may be subject to revocation.

**21. TRASH COLLECTION.** **Prior to the issuance of any building permit,** the applicant shall submit plans to include the trash collection with details and specification to the Planning Department for review and approval. Walls of the enclosure and any solid gates shall have graffiti protection coating. In addition, the applicant shall submit an approval or clearance letter from the waste collection agency to the Planning Department.

**22. OUTDOOR LIGHTING.** The applicant shall provide sufficient outdoor lighting after dusk. All outdoor lighting fixtures shall be maintained in good condition. Light fixtures shall be shielded to prevent any light to flood onto adjacent properties.

a. **Photometric Plan.** **Prior to the issuance of any building permit,** the applicant shall submit a photometric plan which provides ample site coverage and prevents spillage and glare onto adjacent properties.

**23. IMMEDIATE REMOVAL OF LOITERERS.** The applicant shall remove any loiterer once discovered. If the applicant fails to immediately remove any loiterer, the Conditional Use Permit and Determination of Public Convenience or Necessity for the sale of beer and wine for off-site consumption may be subject to revocation.

**24. ACCESS POINTS OF THE CONVENIENCE STORE.** All exterior access points to the building shall be secured and illuminated to identify any person and/or activity during late night hours. Employees shall limit trash removal and any unnecessary opening of exterior access points during late night hours.

**25. ROOFTOP EQUIPMENT.** All rooftop equipment shall be screened from public view.

**26. JURUPA AREA RECREATION AND PARK DISTRICT.** **Prior to the issuance of any building permit,** the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.

**27. MULTIPLE SPECIES HABITAT CONSERVATION PLAN MITIGATION FEE (ORD. NO. 810).** The applicant shall pay any owed fees pursuant to Ordinance No. 810. In order for the agency to determine that the project qualifies for any exemptions for any of the subject fees, the applicant needs to submit sufficient evidence to the City to demonstrate that it qualifies for the exemption.

**28. SALE OF INDIVIDUAL BUILDINGS.** No structure constructed on Project site may be sold until the subject Project on which the structure is located is divided and a final map recorded in accordance with the City's subdivision regulations such that the structure is located on a separate legally divided parcel.

**29. COMMUNITY TRAIL. Prior to Final Map.**

- a. The applicant, or his/her designee, shall submit a detailed plan showing the precise location and design of the 10-foot wide DG (decomposed granite) trail and trail fence along Parcels 5 and 6 to the satisfaction of the JARPD and the Planning Director.
- b. The applicant, or his/her designee, shall dedicate the 10-foot wide easement for trail purposes to JARPD. Proof of such dedication shall be provided to the Planning Department.

**30. NO ALCOHOL SALES.** Alcohol sales are prohibited.

**31. PARCEL 2 DEVELOPMENT.**

Parcel 2 shall be fully developed with on-site parking, right-of-way improvements, utility connections to the restaurant pad, landscaping, and lighting improvements, prior to the issuance of Final Occupancy Permit for the gas station or convenience store, whichever occurs first.

The restaurant pad shall be secured with a 42-inch high P.V.C. fencing around the perimeter of the pad and the pad area shall contain drought tolerant ground cover to prevent dust emissions.

Prior to the issuance of the first building permit for the entire project site, a (1) "Wall and Fence" plan and (2) landscape and irrigation plan demonstrating compliance with these conditions of approval shall be approved by the Community Development Director. Such fencing and ground cover materials shall be identified within the landscape and wall plans.

**32. ON-SITE SECURITY PERSONNEL.** Should Parcel 2 have on-going maintenance issues which are not resolved through standard code enforcement action, then the City will require that the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, hire an on-site security guard for the duration as determined by the Community Development Director to prevent ongoing maintenance, vagrancy and other related problems.

**33. PROPERTY MAINTENANCE.** Applicant shall maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.

**34. CONDITION NO. 34: FREEWAY-ORIENTED PYLON SIGN.** Sign shall be designed to comply with Title 7 (Zoning) including the maximum height allowed.

**ENGINEERING DEPARTMENT**

**1. GENERAL REQUIREMENTS (ENGINEERING)**

- 1.1 The use hereby conditioned is for a Conditional Use Permit (CUP21007) and Schedule "E" subdivision, Tentative Parcel Map No. 37483; being a subdivision of a portion of Lot 25, portion of Lot 26, and portion of Lot 54 of the resubdivision of Glen Avon Heights as shown on file in Map Book 10, Page 100, of Maps on file in the County of Riverside, California; more particularly Assessor's Parcels Number APN; 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-031-009; 169-032-002 & 169-032-004. consisting of 5.36 acres, into 6 numbered parcels for commercial purposes, and 2 lettered lots for road dedication. Exhibit titled Tentative Parcel Map No. 37483, prepared by Salem Engineering Group, Inc., dated August 2018, is hereby referenced.
- 1.2 This land division shall comply with the State of California Subdivision Map Act, the City of Jurupa Valley Municipal Code, and Riverside County Ordinance No. 460; as it pertains for Schedule "E" subdivisions for commercial purposes, unless otherwise modified by the conditions listed herein.
- 1.3 It is assumed that any easements shown on the referenced exhibits are shown correctly and include all the easements that encumber the subject property. The Project proponent shall secure approval from all easement holders for all grading and improvements which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no affect. Should such approvals or alternate action regarding the easements not be provided, the Project proponent may be required to amend or revise the permit application.
- 1.4 Pedley Road is a paved, City-maintained road classified in the City's General Plan as an Arterial Road with an ultimate right-of-way width of 128 feet. No additional right-of-way is required from the applicant along Pedley Road except to provide corner cut back.
  - 1.4.1 No additional right-of-way is required from the applicant along Pedley Road except to provide corner cut back.
  - 1.4.2 The project proponent shall cause improvement plans, for parkway improvements and per these Conditions, to be prepared and submitted for review and approval of the City Engineer. Improvements on Pedley Road shall be design and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.5 Ben Nevis Boulevard is a paved, City-maintained road and shall be improved in accordance with Riverside County Road Standard No. 111 and as modified on these conditions of approval and shown on the referenced exhibit.
  - 1.5.1 Right-of-way dedication to provide corner cut back at intersection with Pedley Road is required.
  - 1.5.2 Right-of-way dedication is required to provide 72 ft. right of way width along the frontage of parcels 2, 3 and 4 of the referenced exhibit.

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- 1.5.3 Right-of-way dedication is required to provide improvements per this conditions and the referenced exhibit along the frontage of parcels 1, 2, 5, and 6.
- 1.5.4 The project proponent shall cause improvement plans, for parkway improvements and per this condition, to be prepared and submitted for review and approval of the City Engineer. Improvements on Ben Nevis Boulevard shall be designed and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.6 Avon Street is a paved, City-maintained road unclassified in the City's General Plan. The project proponent shall cause improvement plans, per these Conditions, to be prepared and submitted for review and approval of the City Engineer.
  - 1.6.1 No additional right-of-way is required from the applicant along Avon Street except to provide corner cut back at Ben Nevis Boulevard.
  - 1.6.2 The project proponent shall cause improvement plans, for parkway improvements and per these Conditions, to be prepared and submitted for review and approval of the City Engineer. Improvements on Avon Street shall be designed and constructed in accordance with the City's Municipal Code and Riverside County Transportation Department, and as noted in these conditions.
- 1.7 In compliance with Santa Ana Regional Water Quality Control Board Orders this project is required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. Guidelines and templates to assist the developer in completing the necessary studies are available on-line at [www.floodcontrol.co.riverside.ca.us](http://www.floodcontrol.co.riverside.ca.us) under Programs and Services, Stormwater Quality.
- 1.8 Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with Riverside County Ordinance 460 and 461, as adopted by the City. This also applies to existing overhead lines which are 33.6 kilovolts or below within and along the project frontage and between the nearest poles offsite in each direction of the project site. All utility extensions within the subdivision and within individual lots shall be placed underground.
- 1.9 Owner will be required to annex into Jurupa Valley's Lighting and Landscape Maintenance District 89-1-C (L&LMD) for landscape maintenance.
- 1.10 Owner will be required to form or annex into, if one already exists, a CFD for Public Safety. If this project is within any assessment/benefit district, the Owner shall make application for any reapportionment of the assessments or pay the unit fees in the assessment/benefit district as appropriately caused by approval of the project.

**2. PRIOR TO GRADING PERMIT (ENGINEERING)**

- 2.1 No grading permit shall be issued until the Tentative Parcel Map (TPM), and all other related cases are approved and are in effect unless otherwise approved by the City Engineer.

- 2.2** A preliminary geotechnical report, Geotechnical Engineering Investigation, dated August 31, 2017 and addendum dated April 23, 2018; by SALEM Engineering Group, Inc., were submitted for this project. A final geotechnical report is required to be submitted to the Engineering Department for review and approval.
- Final report must address the following at submittal:
- 2.2.1** Soldier pile temporary shoring system proposed for construction of retaining wall. Report shall discuss feasibility of method proposed for the construction, H-beams.
- 2.3** Applicant shall be responsible to obtain all permits required by City and other agencies. This includes any Caltrans permitting that may be triggered by encroachments into their right-of-way, such as tieback anchors required for wall construction extending into Caltrans right-of-way.
- 2.4** Shoring plans shall be submitted for review and approval of the Engineering Department.
- 2.5** The Project Proponent shall cause a "rough" grading plan or a combined "rough and precise" grading plan for the entire site to be prepared and submitted for review and approval by the City Engineer. The grading plan shall show grading in the public right-of-way from the right-of-way line to the back of curb. Grading agreement and securities shall be in place prior to commencement of grading.
- 2.5.1** The grading plan shall provide for acceptance and proper treatment of all off-site drainage flowing onto or through the site. Drainage shall be treated on site, no runoff to existing public right-of-way will be accepted, except when treating runoff of site is not recommended by geotechnical engineer. In the latter case, the applicant shall demonstrate that the existing drainage facilities are in condition and sized adequately to receive additional flows to the City Engineer's satisfaction. If quantities of flow exceed the capacity of the conveyance facility, the applicant will be required to provide adequate drainage facilities and/or appropriate easement(s), if necessary, as approved by the City Engineer.
- 2.5.2** The grading plan shall provide for protection of downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.
- 2.5.3** Temporary erosion control measures shall be implemented immediately following rough grading to prevent transport and deposition of earthen materials onto downstream/downwind properties, public rights-of-way, or other drainage facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.
- 2.5.4** Driveway approaches shall be located as shown on the referenced exhibit. The driveway approaches shall be constructed per Riverside County Standard No. 207A. Existing driveway approaches, if any, shall be removed and replaced with full height curb and gutter.

- 2.6** Prior to approval of the grading plan, Landowner shall prepare, or cause to be prepared, a final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFCD) requirements for processing with and approval of the City Engineer.
- 2.6.1** The water quality management features and facilities to be constructed shall be shown on the project's site grading plans or separate post-construction BMP improvement plans for approval of the City Engineer.
- 2.6.2** The property owner shall enter into a Water Quality Management Plan and Stormwater BMP Operation and Maintenance Agreement with the City. The agreement shall be recorded and a certified copy shall be provided to the City Engineer.
- 2.7** Prior to approval of the grading plan for disturbance of one (1) or more acres the landowner shall provide evidence that it has prepared and submitted to the State Water Resources Control Board (SWRCB) a Storm Water Pollution Prevention plan (SWPPP). The SWRCB issued WDID number shall be included on the face of the grading plan.
- 2.8** Any proposed retaining walls will require a separate permit(s). Permits shall be obtained prior to the issuance of any grading permit unless otherwise approved by the City Engineer and Building Official.
- 2.9** Where grading involves import or export the Project Proponent shall obtain approval for the import/export location, from the Engineering department, if located in the City. If an Environmental Assessment did not previously address the import/export location a Grading Environmental Assessment shall be submitted to the Engineering Department for comment and to the Planning Director for review and approval. If import/export location is outside the City the Project Proponent shall provide evidence that the jurisdictional agency has provided all necessary separate approvals for import/export to/from the site.
- 2.10** Where grading involves import or export using City streets the Project Proponent shall obtain approval of the haul route and a haul route permit from the Public Works Department.
- 2.11** A preliminary Hydrology Study, dated September 12, 2017, by CJC Design, Inc., was submitted for this project. A final Hydrology report is required to be submitted to the Engineering Department for review and approval.
- 2.11.1** All drainage and storm drain improvements shall be designed in accordance with Riverside County Flood Control & Water Conservation District's standards. Drainage shall be designed to accommodate 100-year storm flows. Minimum drainage grade shall be 1% except on Portland Cement Concrete where 0.5% shall be the minimum.
- 2.11.2** The drainage study and the grading plan shall be signed by a California licensed civil engineer.
- 2.12** Grading plans shall clearly address mitigation of runoff from Caltrans right-of-way north of the site. Flow shall be accepted and treated on site and shall not be directed to public right-of-way.

- 2.13 The Project Proponent shall prepare separate landscaping and irrigation plans for areas within the street right-of-way for review and approval by the City Engineer. Plans shall be prepared in accordance with Riverside County Ordinance.
- 2.13.1 Right-of-way Landscape and Irrigation plans shall be prepared per Riverside County Ordinance 859 and per the City's submittal guidelines and package. Landscaped median(s) shall be part of the plans.
- 2.14 The Project Proponent shall prepare separate street improvement and street lighting plans for review and approval by the City Engineer.

### 3. PRIOR TO FINAL MAP RECORDATION

- 3.1 No final Parcel Map shall be recorded until all Planning related cases, if any, and the annexation to Jurupa Valley's Lighting & Landscape Maintenance District 89-1-C (JV L&LMD), if any, associated with this subdivision are approved.
- 3.2 No final Map shall be recorded until the Annexation to JV L&LMD associated with this project is finalized.
- 3.2.1 District maintenance responsibilities will include, but is not limited to, the maintenance of the following:
- a. Parkway landscaping along Pedley Road;
  - b. Parkway landscaping along Ben Nevis Boulevard;
  - c. Tree trimming for trees within the public right-of-way, as identified on the Annexation Landscape Plans and approved by the Director of Public Works;
  - d. Median improvements.
- 3.3 Lot access shall be restricted along the public rights-of-way. On the final Parcel Map the Owner shall dedicate abutter's rights of access along Ben Nevis Boulevard and Pedley Road; except at approved driveway access points on Ben Nevis Boulevard as shown on the referenced exhibit.
- 3.4 The Project Proponent shall provide improvement plans for approval of the City Engineer for all public improvements including, but not limited to, street improvements plans showing parkway improvements, road and pavement improvements, landscape and irrigation, traffic signal plans, and water system.
- 3.5 Rights-of-way for streets and public utilities purposes shall be dedicated and shown on the Final Parcel Map in accordance with these conditions of approval, the City's Municipal Code, Riverside County Ordinance 460, and Riverside County Ordinance 461. It is understood that the Tentative Parcel Map exhibit correctly shows acceptable centerlines, existing easements, traveled ways, and drainage courses, and that the omission or unacceptability may require that the Developer amend or revise the tentative map as may be necessary to allow a finding that the final Parcel Map is in substantial conformance with the tentative map.
- 3.6 The Project Proponent shall prepare improvement plans for approval of the City Engineer:



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- 3.6.1** Project Proponent shall prepare plans for improvements on Ben Nevis Boulevard, along the frontage of the proposed subdivision, consistent with the conditions of approval and shall be responsible of construction of the improvements:
- a. Ben Nevis Boulevard shall be considered a Collector Road and improved per Riverside County Standard No. 111 modified to provide curb adjacent landscape;
  - b. Improvements shall include curb & gutter, sidewalk, drive approaches, landscaping & irrigation, median modifications, traffic signal improvements, and signing & striping.
  - c. Parkway improvements shall be as shown on referenced exhibit, unless otherwise as otherwise modified and approved by the City Engineer;
  - d. Standard No. 111 shall be modified at the intersection with Pedley Road as noted and identified on Table A (Traffic and Transportation Improvement and Mitigation List). Road pavement treatment required for Ben Nevis Boulevard at project frontage. Applicant shall provide pavement treatment per Geotechnical Engineer's recommendation and as approved by the City Engineer.
- 3.6.2** Project Proponent shall prepare plans for improvements on Pedley Road, along the frontage of the proposed subdivision, consistent with the conditions of approval and shall be responsible of construction of the improvements:
- a. Improvements shall include curb, gutter and sidewalk repairs as identified by City Public Works Inspector; landscaping & irrigation, median modifications, traffic signal improvements, and signing & striping;
  - b. Parkway improvements shall be as shown on referenced exhibit, unless otherwise as otherwise modified and approved by the City Engineer;
  - c. Improvements shall include landscaping & irrigation, traffic signal improvements, and signing & striping - as noted and identified on Table A (Traffic and Transportation Improvement and Mitigation List).
  - d. Improvements for Ben Nevis Boulevard and Pedley Road intersection;
  - e. Pavement treatment required for Pedley Road: Slurry seal; shall be reviewed and approved by City Engineer.
- 3.6.3** Project Proponent shall prepare plans for improvements on Avon Street consistent with the conditions of approval and shall be responsible of construction of the improvements:
- a. Curb and gutter;
  - b. 10-foot parkway, including a 5-foot sidewalk and 5-foot curb adjacent landscaping.
- 3.7** Should this project be within any assessment/benefit district, the Project Proponent shall make application for and pay any reapportionment of the assessment or pay the unit fees in the assessment/benefit district.
- 3.8** Provide clearance letter from water and sewer utility purveyor, that all and any conditions by the water and sewer utility purveyor (if any) have been satisfied or appropriately initiated to its satisfaction.
- 3.9** Provide non-interference letters from all public utilities within the project boundary.

- 3.10 Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with Riverside County Ordinances 460 and 461, as adopted by the City. The Project Proponent is responsible for coordinating the work with the serving utility company. This requirement applies to underground existing overhead electrical lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site including services that originate from poles on the far side of the street. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. Written proof confirming initiation of the design of utility improvements or relocations, issued by the utility company, shall be submitted to the Engineering Department for verification purposes.
- 3.11 Project proponent shall obtain approval by water and sewer purveyor for water system and sewer system improvement plans (if any). The plans shall be submitted to and approved by the appropriate service district and the City.

#### **4. PRIOR TO ISSUANCE OF BUILDING PERMIT**

- 4.1 The Project geotechnical/soils engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the Geotechnical/Soils report approved for this project.
- 4.2 A licensed land surveyor or civil engineer shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
- 4.3 The site's BMP facilities and features shall be constructed as shown on the project's site grading plans or separate post-construction BMP improvement plans approved of the City Engineer. Post-construction water quality surface features and facilities such as basins and bio-swales are not required to be landscaped prior to issuance of building permits, but must be otherwise constructed and additional temporary erosion control measures in place as approved by the City Engineer.
- 4.4 The required domestic water system improvements, including fire hydrants, shall be installed and accepted.
- 4.5 Applicant shall pay fair share payments identified on Table A (Traffic and Transportation Improvement and Mitigation List).
- 4.6 A cross-lot drainage agreement and/or easement between the parcels is required.
- 4.7 A reciprocal access easement is required between the parcels.

#### **5. PRIOR TO BUILDING PERMIT SIGN-OFF (ENGINEERING)**

- 5.1 The Project Proponent is responsible for the completing off all grading and construction of all infrastructure improvements within the public right-of-way in accordance with approved plans, with Riverside County Ordinance 461, as adopted by the City, and with all other applicable requirements, to the satisfaction of the City Engineer.

- 5.2** The Project geotechnical/soils engineer shall provide a Final Grading Certification, certifying to the completion of the precise grading in conformance with the approved grading plans, the recommendation of the Geotechnical/Soils report approved for this project and the California Building Code Appendix J.
- 5.3** A licensed surveyor or civil engineer shall certify to the completion of precise grading in conformance with the lines and grades shown on the approved grading plans.
- 5.4** The Project Proponent is responsible for completing all utility mainline and service line extensions within and serving the project site, including but not limited to, electrical power, telephone, other communication, street lighting, and cable television underground as herein before required, unless otherwise approved by the City Engineer in writing. Utility extensions from the mainline or other points of connection within the public right-of-way require that the Project Proponent obtained an Encroachment Permit from the Engineering Department. Correspondence from the respective utility company approving and accepting utility improvements shall be provided from each respective utility company. The City will make a final inspection of work to verify that any impacts that the work might have had to other City owned infrastructure is restored or repaired to the satisfaction of the City Engineer.
- 5.5** The Project Proponent is responsible for completing all landscaping and irrigation improvements within the public right-of-way as applicable. The Project Proponent shall provide a Landscaping Certificate of Completion to the City Engineer.
- 5.6** The Project proponent is responsible for the completion of all post-construction water quality Best Management Practices (BMPs) facilities and features. These facilities and features will require operation and maintenance in perpetuity by the Property Owner(s).
- 5.7** The Project Proponent shall complete all improvements required for the annexation process to JV L&LMD, and the 90-day maintenance period of the improvements shall be finished.

**TABLE A - TRAFFIC AND TRANSPORTATION IMPROVEMENT AND MITIGATION LIST**

| Geometric Modification  | Description   |
|---|---|
| <b>INTERSECTIONS</b>  |   |
| <b>Project-Specific Intersection Mitigation</b>                         |   |
| Intersection of West Project Driveway (NS) and Ben Nevis Boulevard (EW) | <p>Modify geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> N/A (Future Property Access Driveway).</li> <li>• <b>SB:</b> one shared LT/TH/RT lane.</li> <li>• <b>EB:</b> one LT lane, one TH lane.</li> <li>• <b>WB:</b> one LT lane, one TH lane.</li> </ul> <p>Note: Future NB driveway to accommodate future development on south side of Ben Nevis Blvd.</p>   |
| Intersection of East Project Driveway (NS) and Ben Nevis Boulevard (EW) | <p>Modify geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> N/A.</li> <li>• <b>SB:</b> one inbound RT lane.</li> <li>• <b>EB:</b> one shared TH/RT lane.</li> <li>• <b>WB:</b> one TH lane.</li> </ul> <p>Note: Raised median to be installed on Ben Nevis Blvd.</p>   |
| Intersection of Pedley Road (NS) and Ben Nevis Boulevard (EW)           | <p>Install geometries to provide:</p> <p><b>NB:</b> one LT lane, one TH lane.<br/> <b>SB:</b> one TH lane, one RT lane.<br/> <b>EB:</b> one LT lane, one RT lane.<br/> <b>WB:</b> N/A.</p> <p>Note: Project to pay for full cost to install curb return in ultimate location in NW quadrant of the intersection and roadway width on Ben Nevis Blvd to accommodate future dual WB LT turn lanes and one RT lane. In addition, Project fair share = 5 percent of \$250,000 future improvements on Pedley Road including signalization and northbound roadway widening.</p> |
| <b>Fair-Share Intersection Improvements</b>                             |   |
| Intersection of Pedley Road (NS) and SR60 WB Ramps (EW)                 | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane.</li> <li>• <b>SB:</b> one TH lane, one RT lane.</li> <li>• <b>EB:</b> N/A.</li> <li>• <b>WB:</b> one LT lane, one RT lane.</li> </ul> <p>Note: Includes future traffic signal.<br/> Project share = 5 percent of \$250,000.</p>   |

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|  |   |
|--|---|
| Intersection of Pedley Road (NS) and SR60 EB Ramps (EW)          | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one TH lane, one RT lane.</li> <li>• <b>SB:</b> one LT lane, one TH lane.</li> <li>• <b>EB:</b> one LT lane, one RT lane.</li> <li>• <b>WB:</b> N/A.</li> </ul> <p>Note: Includes future traffic signal.<br/>Project share = 5 percent of \$250,000.</p>  |
| Intersection of Pedley Road (NS) and Bravo Estates Entrance (EW) | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane, one RT lane.</li> <li>• <b>SB:</b> one LT lane, one shared TH/RT lane.</li> <li>• <b>EB:</b> one shared LT/TH/RT lane.</li> <li>• <b>WB:</b> one shared LT/TH/RT lane.</li> </ul> <p>Project share = 5 percent of \$250,000.</p>  |
| Intersection Pedley Road (NS) and Mission Boulevard (EW)         | <p>Install geometries to provide:</p> <ul style="list-style-type: none"> <li>• <b>NB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li> <li>• <b>SB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li> <li>• <b>EB:</b> one LT lane, two TH lanes, one RT lane.</li> <li>• <b>WB:</b> one LT lane, one TH lane, one shared TH/RT lane.</li> </ul> <p>Note: Modify existing traffic signal and add SB TH lane.<br/>Project share = 4 percent of \$100,000.</p> |

The Applicant hereby agrees that these Conditions of Approval are valid and lawful and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.

Applicant's name (Print Form): \_\_\_\_\_

Applicant's name (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT NO. 6**

Adopted Planning Commission Resolution No. 2022-12-14-02

**RESOLUTION NO. 2022-12-14-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY APPROVING A SECOND, ONE-YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP NO. 37483 FOR A SCHEDULE "E" SUBDIVISION OF APPROXIMATELY 5.36 ACRES OF REAL PROPERTY LOCATED SOUTH OF STATE ROUTE 60, NORTH OF LINCOLN AVENUE AND BEN NEVIS BOULEVARD, EAST OF DALLEY WAY, AND WEST OF PEDLEY ROAD (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004), AND DETERMINING NO FURTHER CEQA REVIEW REQUIRED PURSUANT TO CEQA GUIDELINES SECTION 15162**

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

**Section 1. Project.**

(a) Shield Tech, LLC applied for (Master Application No. 17245 or MA No. 17245) a Tentative Parcel Map No. 37483 for a Schedule "E" subdivision of approximately 5.36 acres into six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail ("CR"), Conditional Use Permit No. 17004 to permit the construction of a Chevron gas station consisting of a 2,900 square-foot fueling canopy with 12 fueling positions, a 4,500 square-foot two-story convenience store with a 2,100 square foot office space on the second floor, including the sale of motor vehicle fuel, and a 2,500 square-foot pad for a future drive-thru restaurant, and a determination of Public Convenience or Necessity (PCN No. 18001) (collectively, "the Project"). On September 12, 2018, the Planning Commission adopted Resolution No. 2018-09-12-01 approving MA No. 17245.

(b) On February 4, 2021, the City Council approved Master Application No. 20131 adopting Resolution No. 2021-12, for the approval of a one (1) year extension of time for CUP No. 17004 through September 12, 2021. The approval of the extension of time for CUP No. 17004 extended the approval date to the maximum three (3) year period allowed for use of the CUP and imposed new conditions of approval on the Project.

(c) Shield Tech, LLC subsequently applied for an Extension of Time for TPM No. 37483 (Master Application No. 21262 or MA No. 21262) and an Extension of Time for Conditional Use Permit No. 21007 (Master Application No. 21219 or MA No. 21219) to permit the construction of the Project. On November 10, 2021, the Planning Commission adopted Resolution No. 2021-11-10-01 approving the first one (1) year extension of time to TPM No 37483 and approving CUP No. 21007 to permit the construction a gas station, a convenience store, including the sale of motor vehicle fuel, and a drive-thru restaurant. CUP No. 21007 was approved with a two (2) year approval period with an expiration date of November 10, 2023. The approved

one (1) year extension of time to TPM No. 37483 extended the expiration date of TPM No. 37438 to September 12, 2022.

Section 2.      **Extension of Time.**

(a) Summer Eagle, LLC and REUP, LLC (the "Applicants") are seeking approval of a second, one (1) year extension of time for TPM No. 37483, a Schedule "E" subdivision of approximately 5.36 acres into six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone.

(b) The Planning Commission approved TPM No. 37483 on September 12, 2018, with an expiration date of September 12, 2021. The Applicant subsequently filed an application for a one-year extension of time for TPM No. 37483 that was granted by the Planning Commission by Resolution No. 2021-11-10-01. Prior to the September 12, 2022 expiration date, the Applicant applied for an additional one (1) year Extension of Time to TPM No. 37483, seeking to extend the expiration date to September 12, 2023.

(c) Section 7.05.020.A. of the Jurupa Valley Municipal Code provides that the Jurupa Valley Planning Commission is designated as the "Advisory Agency" charged with the duty of making investigations and reports on the design and improvement of all proposed Schedule "E" maps. Further, Sections 7.05.020.A. and 7.15.150 of the Jurupa Valley Municipal Code provide that the Planning Commission is authorized to approve, conditionally approve, or disapprove all such tentative map land divisions and report the action directly to the City Council and the land divider.

(d) Section 7.15.230.A. of Chapter 7.15 of the Jurupa Valley Municipal Code and Government Code Section 66452.6(e) provide that the Planning Commission may extend an approved or conditionally approved tentative map for a period or periods not exceeding a total of six (6) years upon application of the subdivider filed prior to the expiration of the tentative map. Further, Government Code Section 66452.6(e) provides that prior to the expiration of an approved or conditionally approved tentative map, and upon an application by the subdivider to extend that map, the tentative map shall be automatically extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.

(e) Section 7.15.180 of the Jurupa Valley Municipal Code requires denial of a tentative parcel map if it does not meet all of the requirements of Title 7 of the Jurupa Valley Municipal Code, or if any of the following findings are made:

- 1) That the proposed land division is not consistent with applicable general and specific plans.
- 2) That the design or improvement of the proposed land division is not consistent with applicable general and specific plans.
- 3) That the site of the proposed land division is not physically suitable for the type of development.



4) That the site of the proposed land division is not physically suitable for the proposed density of the development.

5) That the design of the proposed land division or proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6) That the design of the proposed land division or the type of improvements are likely to cause serious public health problems.

7) That the design of the proposed land division or the type of improvements will conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division. A land division may be approved if it is found that alternate easements for access or for use will be provided and that they will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

8) Notwithstanding subsection 5) above, a tentative map may be approved if an environmental impact report was prepared with respect to the project and a finding was made, pursuant to the California Environmental Quality Act (Pub. Resources Code Section 21000 *et seq.* ), that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

(f) Section 7.15.140 of the Jurupa Valley Municipal Code provides that the action of the Planning Commission on a tentative Schedule "E" map will be final, unless the final decision is appealed by the land divider or any interested party.

(g) Sections 7.05.030.B. and 7.15.150 of the Jurupa Valley Municipal Code provide that if a land divider or any interested party believes that they may be adversely affected by the decision of the Planning Commission, the land divider or any interested party may appeal the decision to the City Council. Any such appeal shall be filed with the City Clerk within ten (10) days after the notice of decision of the Planning Commission appears on the City Council's agenda. The appeal must be filed in writing, stating the basis for appeal, and must be accompanied by the applicable fee.

**Section 3. California Environmental Quality Act Findings for MA No. 21262.** The Planning Commission of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of the proposed one-year Extension of Time for Tentative Parcel Map No. 37483:

(a) Pursuant to California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 *et seq.*) and the City's CEQA Guidelines, City staff has considered the potential environmental impacts of the proposed a second, one (1) year Extension of Time for TPM No. 37483. City staff has also reviewed the Mitigated Negative Declaration ("MND") for CUP No. 17004, TPM No. 37483, and Determination of Public Convenience or Necessity for PCN No. 18001 (collectively, Master Application No. 17245 or MA No. 17245) adopted by the Planning Commission on September 12, 2018, including the impacts and mitigation measures identified therein, and the Previous Environmental Document Review Determination prepared in

accordance with CEQA for the proposed one-year Extension of Time for TPM No. 37483 that was considered on November 10, 2021. Based on that review, the City of Jurupa Valley Planning Department has determined that the proposed one-year Extension of Time for TPM No. 37483 and the circumstances under which the proposed one-year Extension of Time for TPM No. 37483 is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the proposed one-year Extension of Time for TPM No. 37483 does not involve new information of substantial importance which shows that the proposed one-year Extension of Time for TPM No. 37483 will have significant effects not discussed in the prior MND. All potential environmental impacts associated with MA No. 17245, including TPM No. 37483, and the proposed one-year Extension of Time for TPM No. 37483, are adequately addressed by the prior MND and the Previous Environmental Document Review Determination, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant.

(b) The Planning Commission has independently reviewed the MND and the Previous Environmental Document Review Determination, and based upon the whole record before it, and its independent review and judgment, finds that that the proposed one-year Extension of Time for TPM No. 37483 is not subject to further environmental review pursuant to the CEQA Guidelines because:

1) The proposed one-year Extension of Time for TPM No. 37483 and the circumstances under which the proposed one-year Extension of Time for TPM No. 37483 is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the proposed one-year Extension of Time for TPM No. 37483 does not involve new information of substantial importance which shows that the proposed one-year Extension of Time for TPM No. 37483 will have significant effects not discussed in the prior MND; and

2) All potential environmental impacts associated with MA No. 17245, including TPM No. 37483, and the proposed one-year Extension of Time for TPM No. 37483 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant.

(c) The custodian of records for the prior MND, and all other materials that constitute the record of proceedings upon which the Planning Commission determination is based, is the Community Development Department of the City of Jurupa Valley. Those documents are available for public review in the Community Development Department located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

**Section 4. Findings for Approval of Extension of Time for Tentative Parcel Map No. 37483.** The Planning Commission of the City of Jurupa Valley does hereby find, determine, and declare that the proposed one-year Extension of Time for TPM No. 37483 should be granted because:

(a) The proposed one-year Extension of Time for TPM No. 37483 continues to meet all requirements of Title 7 (Subdivisions) of the Jurupa Valley Municipal Code in that the parcels will be divided to meet all criteria.

(b) The proposed land division continues to be consistent with the 2017 Jurupa Valley General Plan and the General Plan land use designation of Commercial Retail (CR) in that the land is suitable for the proposed commercial subdivision, including floor-to-area ratio;

(c) The design or improvement of the proposed land division continues to be consistent with the 2017 Jurupa Valley General Plan in that the land division is consistent with the commercial development policies within the General Plan.

(d) The site of the proposed land division continues to be physically suitable for the type of development, will accommodate the proposed commercial development, and will be graded according to applicable code standards.

(e) The site of the proposed land division continues to be physically suitable for the proposed density of the development in that the proposed land division is consistent with the vision of the 2017 Jurupa Valley General Plan for commercial growth development for the subject area and the water and sewer purveyor, Jurupa Community Services District (JCSO), issued a "will serve" letter stating that water and sewer service will be available to the development.

(f) The design of the proposed land division or proposed improvements, as conditioned and with the imposition of mitigation measures, is not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.

(g) The design of the proposed land division or the type of improvements is not likely to cause serious public health problems in that the land division has been designed to be harmonious with the surrounding community and provides for safe on-site traffic and pedestrian circulation.

(h) The design of the proposed land division or the type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division in that the proposed tentative parcel map and development plans have been prepared to prevent any such conflicts.

**Section 5. Approval of Master Application No. 22239 with Previous Conditions.** Based on the foregoing, the Planning Commission of the City of Jurupa Valley hereby (1) approves a one-year Extension of Time for Tentative Parcel Map No. 37483, a Schedule "E" subdivision of approximately 5.36 acres into six (6) commercial parcels on real property located south of State Route 60, north of Lincoln Avenue and Ben Nevis Boulevard, east of Dalley Way, and west of Pedley Road (APNS: 169-031-003, -004, -005, -006, -008, -009; 169-032-002, -004) in the Scenic Highway Commercial (C-P-S) Zone and designated Commercial Retail (CR) subject to the previously imposed conditions of approval. Tentative Parcel Map No. 37483 shall expire on September 12, 2023, unless within that period of time the expiration date of September 12, 2023 shall have been extended or a final map shall have been approved and filed with the County Recorder.

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

**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of Jurupa Valley on this 14<sup>th</sup> day of December, 2022.



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. 2022-12-14-02 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 December, 2022, by the following vote, to wit:

AYES:           COMMISSION MEMBERS: **Chair Jackson, Chair Pro Tem Shultz, Commissioners Newman and Pruitt**

NOES:           COMMISSION MEMBERS:

ABSENT:        COMMISSION MEMBERS:

ABSTAIN:       COMMISSION MEMBERS:



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JOE PEREZ  
COMMUNITY DEVELOPMENT DIRECTOR

**ATTACHMENT NO. 7**

Previous Environmental Determination (dated: January 8, 2024)

# **Previous Environmental Document Review Determination Ben Nevis Gas Station**

**MA 23235  
for  
Extension of Time**

**Tentative Parcel Map No. 37843EOT3  
Conditional Use Permit No. 21007EOT**



## **Lead Agency**

City of Jurupa Valley  
8390 Limonite Avenue  
Jurupa Valley, CA 92509  
Contact: Miguel Del Rio, Associate Planner  
(951) 332-6464 ext.222  
[mdelrio@jurupavalley.org](mailto:mdelrio@jurupavalley.org)

## **Project Proponent:**

Summer Eagle LLC & Re-Up, LLC  
1620 S. Los Angeles St. Suite B.  
Los Angeles, CA. 90015

**January 8, 2024**

## 1.0 DETERMINATION

Based on the evaluation in this document, I find that no substantial changes are proposed in the Project and there are no substantial changes in the circumstances under which the Project will be undertaken that will require major revisions to the previous IS/MND due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the Project is "within the scope" of the previously adopted CEQA document. According to PRC §21166 and CEQA Guidelines §15162, CEQA does not require the preparation of any further environmental review.



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**Signature**

Joe Perez, Community Development Director

---

**Printed Name/Title**

City of Jurupa Valley

---

**Lead Agency**

January 8, 2024

---

**Date**

## 2.0 PREVIOUS ENVIRONMENTAL DOCUMENT REVIEW (PED)

Once an environmental impact determination under the California Environmental Quality Act (CEQA) has been approved or certified for a project, no further action is required unless further discretionary approval for that project is required. CEQA Guidelines §15162 *Subsequent EIRs and Negative Declarations*, allows a previously adopted EIR or MND to be used as the environmental assessment for a project requiring further discretionary approval if it is determined that the Project currently under review does not propose substantial changes to the previously adopted or certified CEQA documentation that would:

- 1) Create one or more new significant impacts.
- 2) Create impacts that are more severe.
- 3) Require major revisions to the CEQA document.

This PED has been prepared to determine if the Extension of Time requests are within the scope of the analysis contained in the *Final Initial Study / Mitigated Negative Declaration, Master Application 17245, ("IS/MND")* adopted by the Planning Commission on September 12, 2018 by Resolution No. 2018-09-12-01, and *Addendum Initial Study / Mitigated Negative Declaration Master Application 21219 (Addendum)* adopted by the Planning Commission on February 4, 2021 by Resolution No. 2021-12, to ensure that by extending the time of approval, the Project does not create new significant impacts or substantially increase the severity of previously analyzed impacts as compared to those identified previously.



The previously adopted Final IS/MND and Addendum are on file with the City of Jurupa Valley Planning Department, 8930 Limonite Avenue, Jurupa Valley, CA 92509, and is hereby incorporated by reference according to CEQA Guidelines Section 15150.

**TABLE 1.0-1: PREVIOUS APPROVALS**

| <b>Entitlement &amp; Approval Date</b>         | <b>Project Description</b>  | <b>Expiration Date</b>       |
|--|---|------------------------------|
| <b>CUP17004</b><br>September 12, 2018          | Gas station with concurrent sale of beer and wine, convenience store, and drive-thru restaurant pad | <b>Expired:</b><br>9-12-2020 |
| <b>PCN</b><br>September 12, 2018               | For beer and wine for off-premises consumption in oversaturated tract                               | N/A                          |
| <b>TPM</b><br>September 12, 2018               | Subdivision of 5.36 acres into six (6) commercial parcels   | 9-12-2021                    |
| <b>EOT for CUP17004</b><br>February 4, 2021    | One (1) year extension of time for CUP17004   | <b>Expired:</b><br>9-12-2021 |
| <b>CUP21007</b><br>November 10, 2021           | Gas station with no alcohol sales, convenience store, and drive-thru restaurant pad                 | 11-10-2023                   |
| <b>First EOT for TPM</b><br>November 10, 2021  | One (1) year extension of time to TPM37483  | 9-12-2022                    |
| <b>Second EOT for TPM</b><br>December 14, 2022 | Second one (1) year extension of time to TPM37483   | 9-12-2023                    |

### 3.0 PROJECT DESCRIPTION

The approved Tentative Parcel Map (TPM) proposes to subdivide 9 parcels totaling approximately 5.36 acres into 6 commercial parcels.

Parcels 1 through 4 of the Project site is located at the northwest corner of Pedley Road and Ben Nevis Boulevard and Parcels 5 and 6 are located at the southeast corner of Ben Nevis Boulevard and Avon Street. The parcels are also identified by the following Assessor Parcel Numbers: 169-031-001; 169-031-002; 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008; 169-032-002; and 169-032-004.

This is the 3rd request for a one-year extension of time (EOT) for the TPM through September 12, 2024. The extension of time request does not propose to amend boundaries, change the number of parcels, or propose any changes to structures, infrastructure or utilities that are different than the previously approved TPM.

The approved Conditional Use Permit (CUP) is for the construction of a gas station, a convenience store with no alcohol sales, and a drive-thru restaurant pad was adopted.

This is the 1st request for a one-year extension of time (EOT) for the CUP through November 10, 2024. The extension of time request does not propose to amend boundaries, change the number of parcels, or propose any changes to structures, infrastructure or utilities that are different than the previously approved CUP.

### 4.0 ENVIRONMENTAL IMPACT ANALYSIS

#### Previously Identified Environmental Impacts

The adopted IS/MND and Addendum determined that the previously approved TPM and CUP would result in **no impacts or less than significant** environmental impacts under the following issue areas: Aesthetics, Air Quality, Agriculture and Forestry Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials (including Wildfire), Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, and Utility and Service Systems.

The adopted IS/MND determined that the development accommodated by the TPM and CUP would result in **potentially significant impacts** to Biological Resources, Cultural Resources (archaeological and paleontological), Noise, Transportation/Traffic, and Tribal Cultural Resources. Required mitigation measures for each issue area impact(s) were determined to be **less than significant with mitigation incorporated**.



### **Current Environmental Impacts**

When the TPM and original CUP were approved in 2018 the Project site was highly disturbed land between a freeway off-ramp and adjacent city streets. When the current CUP was approved in 2021 the Project site remained in substantially the same condition as at the time of the original approvals. The historical soils on-site appear to have been mixed heavily with imported larger grain soil, possibly during freeway off-ramp construction. The vegetation on-site is dominated by non-native invasive species of grasses and mustards. Native plant habitat is absent. Freeway debris and trash are common. The topography of the Project site is relatively flat, ranging from approximately 832 to 840 feet above average mean sea level (AMSL). The site is bordered by Ben Nevis Boulevard to the south, the SR-60 Freeway off-ramp to the north, Pedley Road to the east and degraded open space to the west. Because construction has not occurred and the property remains highly disturbed, the environmental impacts identified in 2017 remain the same as indicated in the aerial photographs from 2018 and 2023 in Exhibits 4.0-1 and 4.0-2.

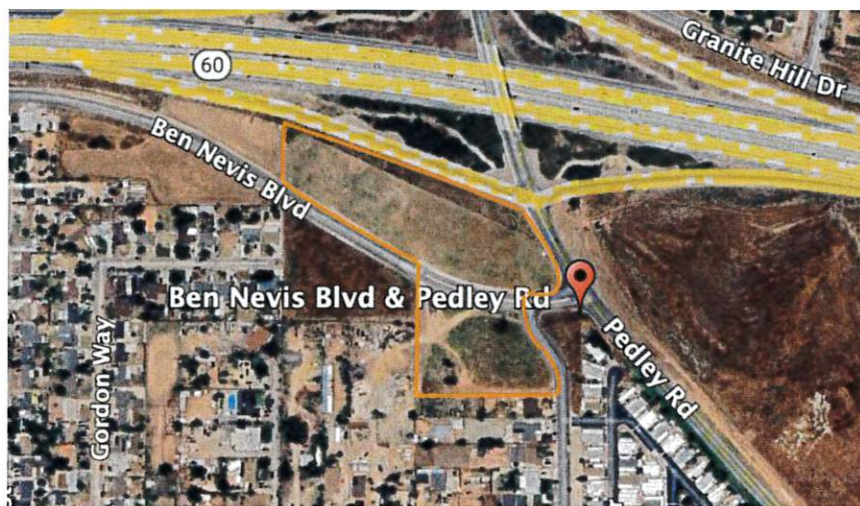
Continued on the Next Page

**Exhibit 4.0-1 Aerial Photograph February 2018**



Source Google Earth Pro

**Exhibit 4.0-2 Aerial Photograph June 2023**



Source Google Earth Pro



### Applicability of the 2020 Adopted Final IS/MND

If the extensions of time (EOT) are approved for the TPM and CUP, the Project will incorporate the following as required by the adopted Mitigation Monitoring and Reporting Program (MMRP) adopted with the IS/MND:

- **Plans, Policies, or Programs** – These include existing regulatory requirements such as plans, policies, or programs applied to the Project-based on federal, state, or local law currently in place, which effectively reduce environmental impacts.
- **Mitigation Measures (MM)** – These measures include requirements that are imposed where the impact analysis determines that implementation of the proposed Project would result in significant impacts; mitigation measures are proposed in accordance with the provisions of CEQA. The MMs are summarized below.

▪ **Table 1. Summary of Impacts and Mitigation Measures**

| Environmental Topic/Threshold  | Mitigation Measures (MM) Required to Reduce Impact  | Level of Significance |
|--|---|-----------------------|
| <b>Biological Resources</b>  |   |                       |
| <p><b>3.4 (a):</b> May have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</p> <p><b>3.4 (f):</b> Conflict with the provision of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.</p> | <p><b>MM BIO-1 Pre-Construction Burrowing Owl Survey:</b> <i>Within 30 calendar days prior to grading on proposed Parcels 1,2, 3 and 4 of TPM 37483, a qualified biologist shall conduct a survey of the proposed impact footprint and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Jurupa Valley Planning Department prior to the issuance of a grading permit and subject to the following provisions:</i></p> <p><i>a). In the event that the pre-construction survey identifies no burrowing owls in the impact area, a grading permit may be issued without restriction.</i></p> <p><i>b). In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow California Department of Fish and Wildlife relocation protocol. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow California Department of Fish and Wildlife relocation protocol. The biologist shall confirm in writing to the</i></p> | Less than significant |

|  |  |                        |
|--|--|------------------------|
|  | Planning Department that the species has fledged or been relocated prior to the issuance of a grading permit.  |                        |
| <b>Cultural Resources</b>  |  |                        |
| <b>3.5(c)</b> Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?   | <p><b>MM CR-1 Archaeological Monitoring:</b> Prior to the issuance of grading permits, the Project Proponent shall retain a qualified paleontologist. The Project Paleontologist will be on-call to monitor ground disturbing activities and excavations on the Project site following identification of potential paleontological resources by project personnel. If paleontological resources are encountered during implementation of the Project on proposed Parcels 1, 2, 3 and 4 of TPM 37483, ground-disturbing activities will be temporarily redirected from the vicinity of the find. The Project Paleontologist will be allowed to temporarily divert or redirect grading or excavation activities in the vicinity in order to make an evaluation of the find. If the resource is significant, Mitigation Measure CR-2 shall apply.</p> <p><b>MM CR-2 Archeological Treatment Plan:</b> If a significant paleontological resource(s) is discovered on proposed Parcels 1, 2, 3 and 4, in consultation with the Project proponent and the City, the qualified paleontologist shall develop a plan of mitigation which shall include salvage excavation and removal of the find, removal of sediment from around the specimen (in the laboratory), research to identify and categorize the find, curation in the find a local qualified repository, and preparation of a report summarizing the find.</p> | Less than significant. |
| <b>Noise</b>   |  |                        |
| <p><b>3.12 (a):</b> Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.</p> <p><b>3.12 (d):</b> A substantial temporary or period increase in ambient noise levels in the Project vicinity above levels existing without the Project.</p> | <p><b>MM NOI-1 Construction Noise Mitigation Plan</b> Prior to the issuance of a grading permit the developer is required to submit a construction-related noise mitigation plan to the City Planning Department for review and approval. The plan must depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of this project. In addition, the plan shall require that the notes from the approved Mitigation Monitoring Plan are included on grading plans and building plans. Project contractors shall be required to ensure compliance with the notes and permit periodic inspection of the construction site by City of Jurupa Valley staff or its designee to confirm compliance. These notes also shall be specified in bid documents issued to prospective construction contractors.</p> <p>a) Haul truck deliveries shall be limited to between the hours of 6:00am to 6:00pm during the months of June through September and 7:00am to 6:00pm during the months of October through May.</p> <p>b) Construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards.</p>  | Less than significant. |



|  |  |                               |
|--|--|-------------------------------|
|  | <p>c) All stationary construction equipment shall be placed in such a manner so that emitted noise is directed away from any sensitive receptors adjacent to the Project site.</p> <p>d) Construction equipment staging areas shall be located the greatest distance between the staging area and the nearest sensitive receptors.”</p>  |                               |
| <b>Transportation and Traffic</b>  |  |                               |
| <p><b>316 (a)</b> Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.</p> | <p><b>MM TR-1 Transportation and Traffic:</b> The 2018 ISMND determined that the implementation of the Approved Project would significantly affect Level of Service (LOS) at study area intersections during peak commute hours and Mitigation Measure TR-1, Roadway Improvements, was required to reduce impacts to a less than significant level. On September 27, 2013, SB 743 was signed into law, which creates a process to change the way transportation impacts are analyzed under CEQA. SB 743 required the Governor’s Office of Planning and Research to amend the CEQA Guidelines to provide an alternative to level of service (LOS) for evaluating transportation impacts. Under the new transportation guidelines, LOS, or vehicle delay, will no longer be considered an environmental impact under CEQA. The updates to the CEQA Guidelines required under SB 743 were approved on December 28, 2018. Under the new guidelines, Vehicle Miles Traveled (VMT) has been adopted as the most appropriate measure of transportation impacts under CEQA and LOS, or vehicle delay, is no longer considered an environmental impact under CEQA. As of July 1, 2020, public agencies were required to immediately commence implementation of the new transportation impact guidelines. Therefore, the Addendum and this review addressed only the Project’s consistency with the 2018 ISMND analysis of traffic impacts pursuant to the current CEQA Guidelines.</p> <p>Mitigation Measure TR-1 is considered not “feasible” as defined under CEQA Guidelines Section 15126.4, as it is designed specifically to reduce automobile delay at roadway intersections which is no longer considered a significant impact on the environment under CEQA. Therefore, Mitigation Measure TR-1 is no longer applicable to the Project as a CEQA based Mitigation Measure but will be imposed on the Project as a Condition of Approval.</p> <p>Based on the City of Jurupa Valley Traffic Impact Guidelines adopted August 2020, the Project can be presumed to have a less than significant impact because it is a local serving retail project less than 50,000 square feet in building area. In addition, the Project does not propose any changes to the intensity or type of development than what was originally allowed under the Approved Project</p> | <p>Less than significant.</p> |

| Tribal Cultural Resources   |   |                              |
|---|---|------------------------------|
| <p><b>3.8 (e)</b> For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?</p> | <p><b>MM TCR-1 Native American Monitoring, Treat of Discoveries, and Disposition of Discoveries:</b></p> <p><b>MONITORING:</b> Prior to the issuance of a grading permit for any parcel proposed by TPM 37483, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process. The applicant shall coordinate with the Tribe to develop a Tribal Monitoring Agreement(s). A copy of the agreement shall be provided to the Jurupa Valley Planning Department prior to the issuance of a grading permit.</p> <p><b>TREATMENT OF DISCOVERIES:</b> If a significant tribal cultural resource is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). A representative of the appropriate Native American Tribe(s), the Project Proponent, and the City Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented to protect the identified tribal cultural resources from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the tribal cultural resources in accordance with current professional archaeology standards. The treatment plan shall require monitoring by the appropriate Native American Tribe(s) during data recovery and shall require that all recovered artifacts undergo basic field analysis and documentation or laboratory analysis, whichever is appropriate. At the completion of the basic field analysis and documentation or laboratory analysis, any recovered tribal cultural resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City of Jurupa Valley. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department, the Eastern Information Center, and the appropriate Native American Tribe.</p> <p><b>DISPOSITION OF DISCOVERIES:</b> In the event that Native American cultural resources are inadvertently discovered during the course of grading for this project. The following procedures will be carried out for treatment and disposition of the discoveries:</p> <p>The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all</p> | <p>Less than significant</p> |



|  |   |  |
|--|---|--|
|  | <p><i>archaeological artifacts and non-human remains as part of the required mitigation for impacts to tribal cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the Jurupa Valley Planning Department with evidence of same:</i></p> <p><i>a) A fully executed reburial agreement with the appropriate culturally affiliated Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.</i></p> <p><i>b) A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.</i></p> <p><i>c) If more than one Native American Group is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.</i></p> <p><i>d) Should reburial of collected cultural items be preferred, it shall not occur until after the Phase IV monitoring report has been submitted to the Jurupa Valley Planning Department. Should curation be preferred, the developer/permit applicant is responsible for all costs and the repository and curation method shall be described in the Phase IV monitoring report.</i></p> |  |
|--|---|--|

### Conclusion:

Based on a review of the IS/MND and Addendum there are no substantial changes, no new information of substantial importance, or a substantial change with respect to the circumstances under which the Project is undertaken that would change the analysis and conclusions made in the IS/MND and Addendum. No new significant adverse impacts are identified or anticipate, and no new mitigation measures are required.

The project site is vacant, undeveloped land that remains substantially in the same physical condition as it was in 2018 being subject to a continued variety of anthropogenic disturbances. The extension of time approvals would not result in any new significant environmental impacts, substantially increase the severity of previously identified effects, or necessitate implementation of additional or considerably different mitigation measures than those identified in the IS/MND. The effects associated with the extension of times (EOTs) would be substantially the same as those reported for the approved IS/MND, and thus no Supplemental or Subsequent Environmental Review (IS/MND) is required.

**ATTACHMENT NO. 8**

Applicant's Request for Extensions of Time

(dated: July 26, 2023)



July 26, 2023

City of Jurupa Valley  
Planning Department  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

Attention: Miguel Del Rio

Subject: Master Application (MA) No. 22239 TPM 37483, CUP 21219  
NW Corner of Pedley Road & Ben Nevis Blvd

Regarding: Request for Extension of Time TPM 37483 and CUP21219 – Justification

Dear Mr. Del Rio:

On December 14, 2022 the City of Jurupa Valley Planning Commission approved Resolution No. 2022-12-14-02 for a one year extension of time. We are requesting an extension of time for TPM37483 and CUP 21219, as we have not begun construction at the above-mentioned site, and the map expires 9.12.2023.

Currently, the Final Map and project plans have been updated with the new owner information. The map is being updated to correspond with the updated Title Report. We are waiting for permit issuance for all improvement plans, they are all plan check approved. City Bonds and Agreements must be revised to reflect new surety bond company, and Engineering Department is still working on those. The map must then get on the City Council agenda for consent calendar before being signed by City Clerk and moved on to County Recorder's office. We anticipate approximately six (6) months to finalize all those steps, needing this map extension to accomplish that.

Regarding CUP 21219 – we respectfully request a one-year extension for the use permit, due to some forward planning of the remaining parcels in this development. This project is part of a multi-parcel, multi-use development that, in addition to a gas station and restaurant, will include a hotel and mixed-use retail-residential building, introducing a sense of community and integration with the local environment, not envisioned on prior applications by previous owner. Our goal is to grade all parcels at the same time. We are in the entitlement phase of the hotel project. Our hotel pre-application was sent in January 2023 and we received the letter in June 2023. Our mixed-use project pre-application was sent in May 2023 and is still under review.

Both the map and grading are expected to be completed before the next expiration. This rough estimate is based on time estimated for securing the entitlements described above, pursuing approval of an ABC license in the CUP, completing negotiations (which have begun) and signing leases with a gas station operator and restaurant, and having the gas station operator and restaurant prepare for grading and construction on the site.



We appreciate Council's consideration of an extension of the approval. Please note that there have been no significant changes to the site plan or the uses that were approved by the Planning Commission. We are always available to answer any questions by phone (951) 296-3466 ext. 213 or by email [Sherrie@4med.net](mailto:Sherrie@4med.net).

Sincerely,

4M Engineering & Development, Inc.

A handwritten signature in blue ink, appearing to read 'Sherrie Munroe', written in a cursive style.

Sherrie Munroe  
Principal



# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROD BUTLER, CITY MANAGER  
**SUBJECT:** AGENDA ITEM NO. 14.A

### **CONSIDERATION OF A FUNDING REQUEST FROM REACH OUT FOR THE 2022 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION GRANT**

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#### **RECOMMENDATION**

That the City Council review the Reach Out Application for the 2022 California Violence Intervention and Prevention (CalVIP) Grant and discuss their request for a \$600,000 General Fund allocation toward the program.

#### **BACKGROUND**

In 2017, the CalVIP grant replaced the California Gang Reduction, Intervention and Prevention grant program. CalVIP provides funding for cities and community-based organizations with the goal of reducing violence in the city and adjacent areas.

In 2022, Reach Out applied and was awarded \$5,871,226 for the three-year CalVIP grant through the California Board of State and Community Corrections. One of the grant requirements was a 1:1 match of funding for the amount that was awarded through the State of California. A matching grant includes specific matching ratio that determines the proportion of the grant that the nonprofit must match or have partners that will provide funding for the match. With this 1:1 match, Reach Out must commit \$5,871,226 from other sources to equal the \$5,871,226 received by the State of California. In their application, Reach Out stated they will receive match money from several outside agencies such as: City of Jurupa Valley, the Riverside County Sheriff's Department, Riverside County Public Health, Jurupa Unified School District and other non-profit entities.

#### **ANALYSIS**

As part of the grant application, Reach Out suggested that the City of Jurupa Valley collaborate with them by committing to matching funds. City Staff informed them that any commitment of funding needs approval by the City Council. On November 16, 2023,

Reach Out held a study session with the City Council to review the grant in detail and inform the City Council of the requested grant match funding. The Study Session was a public informational meeting that provided a forum for the City Council and public to learn more about the grant. The purpose of this agenda item is to receive direction from the City Council regarding Reach Out's request for funding from the City. A copy of the grant application, grant budget and narrative is included as Attachment A.

In addition to the General Fund contribution, an accounting of "in-kind" services is also a portion of the Grant. These are non-cash matching resources and refers to a payment made with goods or services that are equivalent with the purpose of the grant. There are functions within the City's current contract with Riverside County Sheriff's Office that are considered equivalent with the purpose of the grant. This portion of the existing Sheriff's contract can be dedicated as "in-kind" services at no additional cost to the City. The value of these services, for purposes of an "in-kind" match, with no additional cost to the City is \$700,000 per year for a total "in-kind" value, for purposes of the grant, of \$2,100,000. This non-cash "in-kind" match does not require additional City Council action.

In addition to the above referenced "in kind" resources, Reach Out is requesting \$200,000 in General Fund "cash" per Grant year, for a total of \$600,000.

## **FINANCIAL IMPACT**

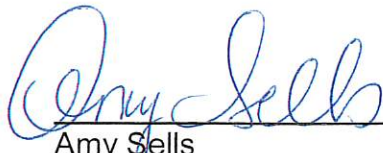
If the request from Reach Out is recommended for funding, staff will include \$200,000 to the Mid-Year Budget for City Council approval and the remaining \$400,000 will be included in the Fiscal Year 2024-2025 Budget.

## **ALTERNATIVES**

1. Note and file this request and elect to not allocate funding towards this grant.
2. Discuss and provide alternative direction to City Staff.
3. Continue the matter to receive additional information from Reach Out or City Staff and to provide additional time for Council discussion and consideration.

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

Prepared by:



Amy Sells  
Principal Management Analyst

Submitted by:



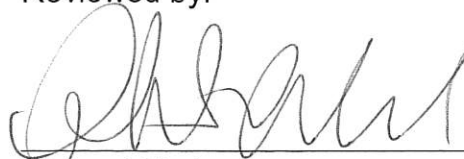
Rod B. Butler  
City Manager

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Michael Flad  
Assistant City Manager

Reviewed by:



Peter M. Thorson  
City Attorney

**Attachments:**

1. 2022 California Violence Intervention and Prevention grant application



## 2022 California Violence Intervention & Prevention (CalVIP) Grant - Project Budget and Budget Narrative

Name of Applicant: Reach Out

Contract Term: July 1, 2022 - December 31, 2025

*Note: The top table will auto-populate based on the information entered in the sections below.*

| Budget Line Item  | Grant Funds        | Match Funds        | Total               |
|---|--------------------|--------------------|---------------------|
| 1. Salaries and Benefits  | \$2,880,807        | \$1,421,260        | \$4,302,067         |
| 2. Services and Supplies  | \$547,925          | \$333,200          | \$881,125           |
| 3. Health and Wellness <i>(must not exceed 5% of total match funds)</i>                       | \$19,200           | \$33,440           | \$52,640            |
| 4. Professional Services or Public Agency Subcontracts  | \$823,019          | \$3,840,000        | \$4,663,019         |
| 5. Non-Governmental Organization (NGO) Subcontracts   | \$319,200          | \$50,000           | \$369,200           |
| 6. Equipment/Fixed Assets   | \$0                | \$0                | \$0                 |
| 7. Project Evaluation <i>(must be at least 5%, but no more than 10% of total grant funds)</i> | \$515,443          | \$28,000           | \$543,443           |
| 8. Financial Audit <i>(must not exceed \$25,000)</i>  | \$0                | \$0                | \$0                 |
| 9. Other (Travel, Training, etc.)   | \$486,050          | \$167,800          | \$653,850           |
| 10. Indirect Costs  | \$279,582          | \$0                | \$279,582           |
| <b>TOTAL</b>  | <b>\$5,871,226</b> | <b>\$5,873,700</b> | <b>\$11,744,926</b> |
| <b>Required match: 100%: no less than: \$5,871,226</b>  |                    |                    |                     |

### 1a. Salaries and Benefits

| Name and Title  | (Show as either % FTE <u>or</u> Hourly Rate) & Benefits   | Grant Funds        | Match Funds        | Total              |
|---|---|--------------------|--------------------|--------------------|
| Ruben Gonzales, Program Director  | 1 FTE @ \$89,024 base salary + 23% benefits - 3.5 years   | \$385,675          | \$0                | \$385,675          |
| Diana Fox, Executive Director   | Match: .25 FTE @ \$150,000 base salary + 23% benefits - 3.5 years                                       | \$0                | \$162,460          | \$162,460          |
| Teresa Fernandez, Policy  | .10 FTE @ \$89,024 base annual salary + 23% benefits<br>.30 FTE match                                   | \$35,031           | \$105,093          | \$140,124          |
| Manager or Coordinator, Resource Center (TBH)   | 1 FTE \$65,853 base hourly rate + 23% benefits  | \$250,360          | \$0                | \$250,360          |
| Office Admin, Resource Center (TBH)   | 1 FTE @ \$18.88 base hourly rate + 23% benefits   | \$149,298          | \$0                | \$149,298          |
| Outreach Specialist (2 @ resource center, 1 for Project ALERT, 3 for MIND, 2 for HJV, 1 for job training) (TBH) | 9 FTE @ \$2 base hourly rate + 23% benefits<br>3.0 FTE match for existing staff supporting this project | \$1,328,503        | \$438,406          | \$1,766,909        |
| Case Manager (Youth Court); need credentials for counseling/family interventions (TBH)                          | 1 FTE @ 20.03 base hourly rate + 23% benefits   | \$165,714          | \$0                | \$165,714          |
| Program Support Specialist (HJV)  | .25 FTE @ \$20.03 base hourly rate + 23% benefits   | \$39,598           | \$0                | \$39,598           |
| Natalie Rocha, Asst. Director, Community Equity   | 1.0 FTE Match   | \$0                | \$227,569          | \$227,569          |
| Jesus Gomez-Manzo, Collaborative Coordinator,   | .25 FTE @ \$22.93 base hourly rate + 23% benefits<br>.75 FTE match                                      | \$45,331           | \$135,993          | \$181,324          |
| Media & Communications Specialist (TBH)   | .25 FTE @ \$20.03 base hourly rate + 23% benefits<br>.5 FTE match                                       | \$39,598           | \$62,494           | \$102,092          |
| Susan Vacko, VP of Finance  | .25 FTE Match   | \$0                | \$101,475          | \$101,475          |
| Alyse Michaelis, Program Manager, Workforce   | 1 FTE \$65,853 base annual salary + 23% benefits  | \$63,419           | \$187,770          | \$251,189          |
| Staff Accountant (TBH)  | 1 FTE @ \$25 per hour base rate + 23% benefits  | \$197,694          | \$0                | \$197,694          |
| LMFT / LCSW (TBH)   | .5 FTE @ \$95,000 base annual salary + 23% benefits   | \$180,586          | \$0                | \$180,586          |
| <b>TOTAL</b>  |   | <b>\$2,880,807</b> | <b>\$1,421,260</b> | <b>\$4,302,067</b> |

### 1b. Salaries and Benefits Narrative:

The salary and benefits are for staff covering multiple strategies. Program Director is Ruben Gonzales, who will oversee all project activities, contractors and partners. Additional management staff will oversee day-to-day activities of the grant, including the Resource Center and training. The LCSW will oversee all case management and eventual interns coming in to assist with youth and families who need mental health support and counseling. Workforce staff will implement trainings for disconnected youth and adults. The VP of Finance and Staff Accountant will oversee all financial work, including tracking indirect and billing. The media & communications specialist will ensure that residents who are in need of the services are aware of it all the offerings, as well as informing the community of the progress of the collaborative work and engaging as many community members as possible. The Outreach Specialists are implementing the programs and services as shown in the grant narrative.



| 2a. Services and Supplies                             |   |                  |                  |                  |
|---|---|------------------|------------------|------------------|
| Description of Services or Supplies                   | Calculation for Expenditure   | Grant Funds      | Match Funds      | Total            |
| Printing/Copying                                      | Copier lease + usage charges and supplies \$1,000 x 36 months   | \$108,000        | \$21,000         | \$129,000        |
| Office Supplies, Laptops                              | Laptops and Supplies per staff - \$1350 per staff year one; \$500 per staff years 2 and 3 x 14 staff<br>Match: existing equipment, furniture and supplies that will be used by staff. 10 laptops for the training center; 3 laptops for public access for job searches. | \$42,000         | \$94,200         | \$136,200        |
| Meeting, Community Project & Outreach Supplies        | Community engagement and planning meetings, events, focus groups. \$20,000 for year 1 and \$5,000 per year for years 2 and 3.   | \$30,000         | \$0              | \$30,000         |
| Publicity/Marketing/Promotion                         | \$24,000 year for 3 years   | \$72,000         | \$40,000         | \$112,000        |
| Incentives  | Incentives for planning participation \$7,000 year 1, and \$4,000 years 2 and 3   | \$15,000         | \$0              | \$15,000         |
| Community Leadership Stipends                         | \$500 per leader who completes the training and engagement requirements x 10 leaders per year x 3 years   | \$15,000         |                  | \$15,000         |
| Violence Prevention Convening Costs                   | Conference costs for violence prevention convening NICC \$12,000 x 3 years<br>Match conference costs \$30,000 x 3 years   | \$36,000         | \$90,000         | \$126,000        |
| Program Curriculum                                    | Teen Mental Health First Aid, Question, Persuade Refer, Project Alert, NCTI Youth Development Curricula and required trainings - \$8,000 per year for 3 years   | \$24,000         | \$45,000         | \$69,000         |
| Onboarding/hiring expenses - DOJ and drug testing     | 19 new staff x \$75;<br>20 interns and volunteers per year x 3 years<br>Match is time and effort of Reach Out staff for processing  | \$5,925          | \$21,000         | \$26,925         |
| Resource & Training Center Improvements and Furniture | Center leasehold improvements - year 1 = \$125,000; furniture (desks, chairs, dividers, secure files, cabinets) = \$95,000.<br>Match is existing furniture that will be retasked  | \$200,000        | \$22,000         | \$222,000        |
| <b>TOTAL</b>  |   | <b>\$547,925</b> | <b>\$333,200</b> | <b>\$881,125</b> |

## 2b. Services and Supplies Narrative:

Printing and copier costs are primarily for the resource and training center to include curriculum, social service supports, case management files. Laptops and Supplies per staff - \$1350 per staff year one; \$500 per staff years 2 and 3 x 14 staff. The 10 laptops for the training center will be to facilitate the ability for instructors to utilize online content, and for clients to access online courses. There will also be 3 laptops for public access for job searches, and correspondence with agencies. The match includes: existing equipment, furniture and supplies that will be used by staff. 10 laptops for the training center; 3 laptops for public access for job searches.

Community engagement and planning meetings expenses are correlated with the extensive community input process that will be conducted in year 1 and then continue throughout years 2 and 3. These will include events, focus groups, key informant interviews, etc. Match is from partner facilities and outreach that will be utilized throughout the city to hold these outreach activities.

Publicity and promotion is for printing and ads to inform community members of the many events happening under the grant, including the community planning, the classes, the opening of the resource and training center, the school-based programs, etc. Incentives will be used to have recognize the time and talents of the community members being invested for the success of the project. Community Leadership stipends are specifically for the community leader training academy and are only awarded once all requirements have been met.

We will kick off the project with a large violence prevention conference as part of NICC, and it will include all partners and community members who want to learn about and contribute to this work. It will set the goals and activities in conjunction with those listed in the application. The curricula purchases are needed to run the various programs. Some curricula also require training costs.

All new staff at Reach Out, as well as volunteers and interns, must pass a DOJ background check and drug testing to ensure the safety of the clients, youth and families

The Resource and Training Center will provide the hub for many of the activities of this funding. Funds will be for needed leasehold improvement for an approximate 5,000-6,000 sq.ft space. It will be necessary to fully furnish the center with desks, chairs, dividers, training tables, secure files, and cabinets. The match listed is for existing furniture that will be retasked.

## 3a. Health and Wellness (must not exceed 5% of total match funds)

| Description of Professional Service(s)                          | Calculation for Expenditure   | Grant Funds     | Match Funds     | Total           |
|---|-------------------------------|-----------------|-----------------|-----------------|
| Bi-annual wellness retreat for all staff and partners           | 6 wellness retreats x \$2,000 | \$12,000        | \$14,000        | \$26,000        |
| Employee Assistance Program for all staff                       | \$90/year x 16 staff          |                 | \$1,440         | \$1,440         |
| Monthly health & wellness activities for all staff and partners | 36 months x \$200             | \$7,200         | \$0             | \$7,200         |
| Diversity, Equity & Inclusion activities                        | 36 months x \$200             |                 | \$7,200         | \$7,200         |
| Wellbeing Committee   | 36 months x \$300             |                 | \$10,800        | \$10,800        |
| <b>TOTAL (must not exceed 5% of Total Match Funds)</b>          |                               | <b>\$19,200</b> | <b>\$33,440</b> | <b>\$52,640</b> |

## 3b. Health and Wellness Narrative

Reach Out will provide 1/2 day wellness retreats for all staff and partners as a time to reconnect and learn wellness skills. These will occur every 6 months and funds will cover facility expenses, food and other items needed. Reach Out will provide the Employee Assistance Program for all staff, which provides myriad services to staff at no charge. Each month a health 7 wellness activity will be provided for 30 minutes to all staff and partners. The monthly health & wellness activities for all staff and partners will vary and may include online access to mindfulness platforms or exercise portals. Each month. DEI activities will be held at a 1.5 hour meeting. The Well being committee is held at Reach Out each month and



|   |  |                  |                    |                    |
|---|--|------------------|--------------------|--------------------|
| County of Riverside - Probation           |  | \$200,000        | \$0                | \$200,000          |
| Security Guard (Resource Center)          | \$30/hr x 2080 hrs/year x 3 years  | \$187,200        | \$0                | \$187,200          |
| Law Enforcement Consultant (Fred Alvarez) | The law enforcement consultant will work closely with the various departments in working on policy solutions, this is a match amount from Reach Out.   | \$0              | \$150,000          | \$150,000          |
| Jurupa Unified School District            | Funds for JUSD will be utilized for violence prevention activities like MIND, Project Alert, and portions of Youth Court. JUSD match amount is \$150,000.  | \$150,000        | \$150,000          | \$300,000          |
| Workforce and Life Skills instructors     | 20 hours of instructional time per month x 2 instructors x 30 months x \$65/hour   | \$78,000         | \$117,000          | \$195,000          |
| IT Support                                | 20 FTE's x \$65/per staff x 36 months<br>Match is for IT work outside of staff - includes both the Reach Out office and the Resource/Training center supporting laptops that are for community use | \$23,400         | \$23,000           | \$46,400           |
| <b>TOTAL</b>                              |  | <b>\$823,019</b> | <b>\$3,840,000</b> | <b>\$4,663,019</b> |

#### 4b. Professional Services Narrative

The City of Jurupa Valley has committed to providing \$200,000 /year from the general fund to support grant activities - to be determined through the community input process in year 1. They have also committed a portion(\$700,000) of their funding to law enforcement each year as a match to this grant. The Riverside County Sheriff's Dept. has committed to working directly with us through funding of \$184,419 to provide a patrol officer and community services officer. Riverside County Public Health has committed to \$200,000 per year through contract with Reach Out for training for Community Health Workers to impact community outcomes. The funds to Probation will be determined by the community input process, and they have committed to being actively engaged in the work. The resource center area has historically had some issues that will benefit from the presence of a security guard during business hours. The law enforcement consultant will work closely with the various departments in working on policy solutions, this is a match amount from Reach Out. Funds for JUSD will be utilized for violence prevention activities like MIND, Project Alert, and portions of Youth Court. JUSD match amount is \$150,000. In addition to the project staff, there will be trainings requested from clients for which we may not have expertise. The workforce and life skills instructors will teach classes on an as needed basis to ensure that clients have access to all resources for success. IT support covers the staff attached to this grant. IT is contracted to an outside organization and charges Reach Out per staff.

#### 5a. Non-Governmental Organizations (NGO) Subcontracts

| Description of Subcontract                | Calculation for Expenditure  | Grant Funds      | Match Funds     | Total            |
|---|--|------------------|-----------------|------------------|
| Carolyn E. Wylie Center                   | Contract for CBO to provide financial training both at the resource center and to individual clients                                 | \$150,000        | \$50,000        | \$200,000        |
| Queen of Hearts Therapeutic Riding Center | Contract for CBO to provide leadership course for Youth Court respondents and other youth who are in need of community service hours | \$169,200        | \$0             | \$169,200        |
| <b>TOTAL</b>                              |  | <b>\$319,200</b> | <b>\$50,000</b> | <b>\$369,200</b> |

#### 5b. Non-Governmental Organizations (NGO) Subcontracts Narrative

These 2 contracts are with partners who have a long track record of partnership and outcomes with youth and families. Contract for Wylie is to provide financial training both at the resource center and to individual clients. Contract with the Therapeutic Riding Center is to provide an equine-based leadership course for Youth Court respondents and other youth who are in need of community service hours

#### 6a. Equipment/Fixed Assets

| Description of Equipment/Fixed Asset | Calculation for Expense | Grant Funds | Match Funds | Total      |
|--------------------------------------|-------------------------|-------------|-------------|------------|
| N/A                                  |                         | \$0         | \$0         | \$0        |
| <b>TOTAL</b>                         |                         | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b> |

#### 6b. Equipment/Fixed Assets Narrative

N/A



**7a. Project Evaluation** (must be at least 5%, but no more than 10% of total grant funds)

| Description   | Grant Funds      | Match Funds     | Total            |
|---|------------------|-----------------|------------------|
| External Evaluation (4% of budget) \$80,000 x 3 years   | \$240,000        | \$0             | \$240,000        |
| 0.2 FTE Director of Evaluation & Learning, Dr. Linda Lee @ \$48.98/hr + 23% benefits = \$25,062 x 3 years | \$75,186         | \$0             | \$75,186         |
| 1 FTE Evaluation Associate @ \$25.44/hr x 2080 hrs + 23% benefits = \$65,086 x 3 years                    | \$195,257        | \$0             | \$195,257        |
| Technology & Software Costs   | \$5,000          | \$28,000        | \$33,000         |
| <b>TOTAL (must be at least 5%, but no more than 10% of Total Grant Funds)</b>                             | <b>\$515,443</b> | <b>\$28,000</b> | <b>\$543,443</b> |

**7b. Project Evaluation Narrative:**

Project evaluation and monitoring will be overseen by Reach Out's Learning and Evaluation Administrator (LEA), Dr. Linda Lee. Under her guidance, the internal evaluation team will monitor project progress and conduct a process evaluation. We will contract with an independent evaluator for outcome evaluation. The independent evaluator will have at least 5 years of experience in program evaluation and will be selected through an informal bidding process. During project start-up, LEA will work closely with the independent evaluator to develop a comprehensive local evaluation plan, create data collection tools and protocols, train staff on those protocols, and support staff with community-led needs assessments. Throughout the project, internal evaluation team will collect performance and process data (e.g., service delivery statistics, participant feedback) and independent evaluator will collect outcome data (e.g., behavioral and attitudinal changes, community-level crime outcomes). Independent evaluator will receive process evaluation data from the internal evaluation team to analyze the mechanisms through which expected outcomes are achieved. Match is for data platforms that are in addition to the \$5,000 listed

**8a. Financial Audit** (must not exceed \$25,000 in Grant Funds)

| Description  | Calculation for Expense | Grant Funds | Match Funds | Total      |
|--|-------------------------|-------------|-------------|------------|
| included in indirect rate                              |                         | \$0         | \$0         | \$0        |
|  |                         | \$0         | \$0         | \$0        |
| <b>TOTAL (must not exceed \$25,000 in Grant Funds)</b> |                         | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b> |

**8b. Financial Audit Narrative:**

Reach Out's auditing costs are included in the indirect rate.

**9a. Other (Travel, Training, etc.)**

| Description  | Calculation for Expense   | Grant Funds      | Match Funds      | Total            |
|--|---|------------------|------------------|------------------|
| Staff Mileage  | 19 staff @200/month x 36 month  | \$136,800        | \$0              | \$136,800        |
| Travel - 2 required 1-day meetings in Sacramento with Outside Evaluator                            | 6 Project Staff plus 1 outside evaluator - required trips to Sacramento - flights plus 1 night hotel room   | \$7,350          | \$0              | \$7,350          |
| Rent (Resource Center \$5,000/month)   | Rent expense for approximately 3000 sq. ft. @ \$1.65./sq ft.  | \$180,000        | \$0              | \$180,000        |
| Rent   | Jurupa Valley Office - \$3,000/month  |                  | \$108,000        | \$108,000        |
| Staff cell phone/internet reimbursement allocation per month 20 FTE's x \$50 per month x 36 months | reimbursement allocation per month 20 FTE's x \$50 per month x 36 months  | \$36,000         |                  | \$36,000         |
| ARC GIS mapping software   | 3 year annual subscription \$4,500 year x 3 years   | \$13,500         |                  | \$13,500         |
| Resource Center telephony/internet   | \$800/month x 36 months   | \$28,800         | \$0              | \$28,800         |
| IT infrastructure for Resource/training center and Reach Out office                                | servers, internet and data storage, cable drops, installs for Resource Center<br>Match is for infrastructure at Reach Out office which is housing grant staff | \$35,000         | \$40,000         | \$75,000         |
| Resource Center utilities & services. Match: Reach Out office                                      | electric/gas - \$800/month x 36 months;<br>cleaning/maintenance - \$550/month x 36 months   | \$48,600         | \$19,800         | \$68,400         |
| <b>TOTAL</b>   |   | <b>\$486,050</b> | <b>\$167,800</b> | <b>\$653,850</b> |

**9b. Other (Travel, Training, etc.) Narrative:**

Staff mileage is at the federal IRS mileage reimbursement rate, and is for staff who may be driving to meeting with clients, attend trainings, do partnership building, and gathering community input. Travel is only for the Sacramento trainings for 6 staff and 1 outside evaluator at a cost of round trip flights @ \$250, and 1 night of hotel for \$225 per night for the 2 required trainings. Rent is for the Resource/training center, projected to be approximately \$5,000 per month pending funding and identification of an appropriate location. All staff at Reach Out receive reimbursement each month of approximately \$50 per full time person to cover their cell phone and internet charges, especially during the pandemic and for employees based in the field.

The ArcGIS mapping software subscription at the nonprofit rate is \$4,500 and will be used for all 3 years to develop data maps and overlays that show hotspots, demonstrate project areas, and show progress over time during the project period. Resource Center telephony/internet reflects the costs for staff and community members to have access to phones and high speed internet. IT infrastructure is for internet connectivity, cable drops, data storage, etc. at the Resource/ Training center. Utilities for the Resource/Training Center are approximated at electric/gas - \$800/month x 36 months; cleaning/maintenance - \$550/month x 36 months.

**10a. Indirect Costs**

| Indirect costs may be charged to grant funds by choosing <u>either</u> Option 1) or 2) listed below: | Grant Funds | Match Funds | Total     |
|--|-------------|-------------|-----------|
| 1) Indirect costs will be charged as 10% of total direct salaries and wages:                         | \$279,582   | \$0         | \$279,582 |

# **California Violence Intervention and Prevention (CalVIP) Grant Proposal**

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## **CalVIP Proposal Cover Sheet**

**Submitted by:**  
Reach Out

**Grant Dollars Requested:**  
\$5,871,226

**Date Submitted:**  
February 11, 2022



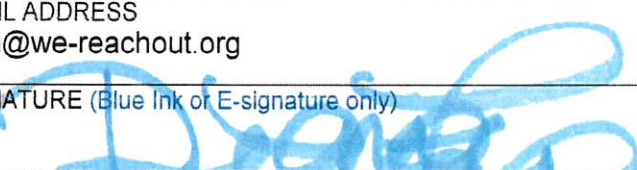
## CalVIP Applicant Information Form

|   |   |   |                   |
|---|---|---|-------------------|
| <b>A. APPLICANT:</b>  |   | <b>B. TAX IDENTIFICATION NUMBER:</b>                      |                   |
| NAME OF APPLICANT<br>Reach Out  |   | TAX IDENTIFICATION #<br>95-2642747                        |                   |
| STREET ADDRESS<br>1126 W. Foothill Blvd., Ste. 250  | CITY<br>Upland  | STATE<br>CA   | ZIP CODE<br>91786 |
| MAILING ADDRESS (if different)  | CITY  | STATE   | ZIP CODE          |
| APPLICANT TYPE: <input checked="" type="checkbox"/> COMMUNITY-BASED ORGANIZATION (CBO) <input type="checkbox"/> CITY  |   |   |                   |
| <b>C. CBO APPLICANTS ONLY – LOCATION OF RESIDENTS RECEIVING SERVICES (MUST BE CITY OR CITIES LISTED IN TABLE 1):</b>  |   |   |                   |
| Jurupa Valley   |   |   |                   |
| <b>D. CBO APPLICANTS ONLY – LIST ANY APPLICATIONS WHERE YOU ARE NAMED AS A SUB-RECIPIENT</b>  |   |   |                   |
| N/A   |   |   |                   |
| <b>E. PROJECT TITLE:</b>  | Jurupa Valley Violence Prevention & Intervention Program  |   |                   |
| <b>F. STRATEGY TO BE IMPLEMENTED:</b>   | 1) Intervene to lessen harms and prevent future risks, 2) Diversion & Restorative Justice Practices, and 3) Collective Efficacy |   |                   |
| <b>G. PROJECT SUMMARY (100-150 words):</b>  |   |   |                   |
| Reach Out proposes to work with our cohort of partners to implement a multi-pronged approach using interwoven strategies to provide integral supports to individuals and families, directly address community needs, fill service gaps, address risk factors for violence, and implement upstream systems- and policy-level changes to create protective community environments. Underpinning our approach is an integral plan for community engagement and planning that will bring cross-sectoral stakeholders together in a cohesive, focused manner that enhances coordination of existing violence prevention and intervention programs and minimizes the duplication of services. |   |   |                   |
| <b>G. KEY PARTNER AGENCIES (if applicable):</b>   | Name: City of Jurupa Valley   | Letter of Commitment: <input checked="" type="checkbox"/> |                   |
|   | Name: Jurupa Unified School District  | Letter of Commitment: <input checked="" type="checkbox"/> |                   |
|   | Name: County of Riverside – Public Health   | Letter of Commitment: <input type="checkbox"/>            |                   |
|   | Name: County of Riverside – Probation   | Letter of Commitment: <input checked="" type="checkbox"/> |                   |
|   | Name: Carolyn E. Wylie Center   | Letter of Commitment: <input checked="" type="checkbox"/> |                   |
|   | Name: First 5 Riverside County  | Letter of Commitment: <input checked="" type="checkbox"/> |                   |
| <b>H. TYPE OF PROJECT:</b>  | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ENHANCEMENT <input type="checkbox"/> EXPANSION                 |   |                   |
| <b>I. GRANT FUNDS REQUESTED:</b>  | \$5,871,226   | <b>J. MATCH FUNDS:</b>                                    | \$5,897,700       |
| <b>K. CITY APPLICANTS ONLY – PASS-THROUGH AMOUNT:</b>   | \$N/A   |   | <b>N/A%</b>       |
| <b>L. PROJECT DIRECTOR:</b>   |   |   |                   |
| NAME<br>Ruben Gonzales  | TITLE<br>Director   | TELEPHONE NUMBER (direct line)<br>(909) 982-8641          |                   |
| STREET ADDRESS<br>1126 W. Foothill Blvd., Suite 250   | CITY<br>Upland  |   |                   |
| STATE<br>CA   | ZIP CODE<br>91786   | EMAIL ADDRESS<br>ruben@we-reachout.org                    |                   |
| <b>M. FINANCIAL OFFICER:</b>  |   |   |                   |
| NAME<br>Susan Vacko   | TITLE<br>Controller   | TELEPHONE NUMBER (direct line)<br>(909) 982-8641          |                   |
| STREET ADDRESS<br>1126 W. Foothill Blvd., Ste. 250  | CITY<br>Upland  |   |                   |



|   |                   |  |
|---|-------------------|--|
| STATE<br>CA   | ZIP CODE<br>91786 | EMAIL ADDRESS<br>susan@we-reachout.org           |
| PAYMENT MAILING ADDRESS (if different)              | CITY              | STATE ZIP CODE                                   |
| <b>N. DAY-TO-DAY PROGRAM CONTACT:</b>               |                   |  |
| NAME<br>Ruben                                       | TITLE<br>Gonzales | TELEPHONE NUMBER (direct line)<br>(909) 982-8641 |
| STREET ADDRESS<br>1126 W. Foothill Blvd., Suite 250 |                   | CITY<br>Upland                                   |
| STATE<br>CA   | ZIP CODE<br>91786 | EMAIL ADDRESS<br>ruben@we-reachout.org           |

|  |                     |  |
|--|---------------------|--|
| <b>O. DAY-TO-DAY FISCAL CONTACT:</b>               |                     |  |
| NAME<br>Susan Vacko                                | TITLE<br>Controller | TELEPHONE NUMBER (direct line)<br>(909) 982-8641 |
| STREET ADDRESS<br>1126 W. Foothill Blvd, Suite 250 |                     | CITY<br>Upland                                   |
| STATE<br>CA  | ZIP CODE<br>91786   | EMAIL ADDRESS<br>susan@we-reachout.org           |

|   |                             |                                    |                          |
|---|-----------------------------|------------------------------------|--------------------------|
| <b>P. AUTHORIZED SIGNATURE*:</b>  |                             |                                    |                          |
| By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding. |                             |                                    |                          |
| NAME OF AUTHORIZED OFFICER<br>Diana Fox   | TITLE<br>Executive Director | TELEPHONE NUMBER<br>(909) 982-8641 |                          |
| STREET ADDRESS<br>1126 W. Foothill Blvd., Suite 250   | CITY<br>Upland              | STATE<br>CA                        | ZIP CODE<br>91786        |
| EMAIL ADDRESS<br>diana@we-reachout.org  |                             |                                    |                          |
| SIGNATURE (Blue Ink or E-signature only)<br>   |                             |                                    | DATE<br>February 2, 2022 |

\* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

## CalVIP Proposal Narrative

### 1. Description of Community Need

Jurupa Valley is the newest city in California, incorporating in 2011. It is a largely rural area where horse trails and vineyards abut major freeways, rolling dirt hills and new developments. This area has a score of “5” (high need) on the 2021 SocioNeeds Index, a measure of socioeconomic need that is correlated with poor health outcomes. The population is 71.4% Hispanic or Latino, with 54.62% of households having Spanish as their language other than English spoken at home.

From 2017-2020 there were 1,207 violent crimes committed in the city.<sup>1</sup> As reflected in the RFP, the city also suffered 5 for more homicides per calendar year over the past 3 years. Particularly striking was the period of June – August 2021 where **7 homicides were reported by the local sheriff over a 90-day span**. In six of the seven cases the victim and suspect knew each other. While all crime in Jurupa Valley saw a reduction in 2020 due to COVID, a disturbing trend of regular increases is evident in violent crime statistics during most other reporting periods.

#### Reported Incidents per 100,000 people<sup>2</sup>

| Crime         | 2020 | 2019 | 2018   | 2017   |
|---------------|------|------|--------|--------|
| Murder        | 2.7  | 6    | 5.58   | 4.77   |
| Assault       | 188  | 218  | 214.67 | 158.21 |
| Violent Crime | 257  | 317  | 308.54 | 259.24 |

Primary factors that contribute to the violence include:

- Neighborhood poverty: The rate of persons living in poverty is 13.9%.
- Diminished economic opportunities: Jurupa Valley residents often have to travel to neighboring Orange or Los Angeles counties for work, and on average have a longer commute time than the normal US worker. Additionally, 7.89% of the workforce in

<sup>1</sup> Department of Justice

<sup>2</sup> FBI



Jurupa Valley have "super commutes" in excess of 90 minutes.<sup>3</sup> This leads to decreased community connectedness, and greater periods of time where youth have no supervision. Only 13.2% of the population has a Bachelor's degree or higher.

- Low community connectedness: poor neighborhood support and cohesion
- Alcohol outlet density: According to a study conducted by the city of Jurupa Valley, over one quarter of the census tracts are overconcentrated with businesses that sell alcohol for consumption on-premises, and over half of the census tracts are overconcentrated with businesses that sell alcohol for consumption off-premises.
- Criminologists are surfacing data and evidence that the sweeping impacts of COVID-19 are potentially contributing to the disturbing trends in increased intimate partner violence, serious batteries and homicides.

Jurupa Valley's history as an unincorporated portion of Riverside County gave residents little local control over decisions made that impacted the health and wellbeing of the residents, oftentimes to their detriment. One historical impact of Jurupa Valley's long tenure as an unincorporated entity is the division of vital health driven services into different governmental districts, leaving a legacy of fragmented resources and limited "big picture" oversight. As an example, there are currently no substance use treatment facilities or homeless shelters within city limits.

Our target geographic area is Jurupa Valley, with a focus on the Mission Boulevard Corridor that spans the length of the city from east to west. Our target population will be identified through our proposed community engagement and planning process, allowing all stakeholders input. Reach Out will work with partners and stakeholders to create a strategic plan that identifies those individuals and their family members who are at highest risk of perpetrating violence or being victimized or affected by violence. We expect to serve 1200 high-risk individuals throughout the 3-year program period.

## **2. Project Description**

Due to Jurupa Valley's relative newness as an incorporated city, there is an unprecedented and significant opportunity to leverage these funds to embed violence

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<sup>3</sup> DataUSA

prevention and intervention strategies into the very fabric of its growing independent infrastructure. This unique opportunity demands a unique response. Reach Out proposes to work with our cohort of partners to implement a multi-pronged approach using interwoven strategies to provide integral supports to individuals and families, directly address community needs, fill service gaps, address risk factors for violence, and implement upstream systems- and policy-level changes to create protective community environments. In the Inland Empire, resources can be scarce and per capita nonprofit revenue is 1/3 of the average for the rest of California. Investment in the city would be truly life-altering for our residents and program participants.

Underpinning our approach is an integral plan for community engagement and planning that will bring cross-sectoral stakeholders together in a cohesive, focused manner that enhances coordination of existing violence prevention and intervention programs and minimizes the duplication of services.

#### **STRATEGY #1: INTERVENE TO LESSEN HARMS AND PREVENT FUTURE RISKS**

Youth violence starts early in life and is associated with several risk and protective factors. Individual and interpersonal risks for perpetrating violence include youth substance use, low levels of school achievement, experiencing child abuse and neglect, exposure to violence in the home or community, involvement with delinquent peers or gangs, lack of appropriate supervision, and parental substance use. Many factors can reduce the likelihood of youth violence, and multiple protective factors can offset the potential harmful influence of risk factors that have accumulated over a child's development.<sup>4</sup> As such, we propose to implement and promote trauma and violence prevention strategies and programs that focus on addressing Adverse Childhood Experiences (ACE) and promoting youth wellbeing to successfully address the range of factors that place people at risk for violence or protect them from experiencing or perpetrating violence.

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<sup>4</sup> David-Ferdon, C., Vivolo-Kantor, A. M., Dahlberg, L. L., Marshall, K. J., Rainford, N. & Hall, J. E. (2016). *A Comprehensive Technical Package for the Prevention of Youth Violence and Associated Risk Behaviors*. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.



1) Mental/Behavioral Health Supports focused on youth and adolescents

- a. Moving in New Directions (MIND) program: The goal of MIND is to provide behavioral/mental health training and social-emotional learning to high school students and staff as a means of promoting careers in the behavioral/mental field as well as establishing a safe school environment. It works to build a school climate that will help deescalate the impact of mental/behavioral health issues to make our schools and communities safer, healthier, and more connected.
- b. Substance Use Education and Prevention activities. Activities may include: Project ALERT (Project ALERT is included in the Substance Abuse and Mental Health Service's Administration's registry of evidence-based interventions for secondary school students), Alcohol and Other Drug presentations, RBS training, GIS Mapping for Alcohol overconcentration. Interventions to reduce substance use and control where and when alcohol may be sold have also been shown to reduce violence (Carpenter and Dobkin [2015]; Hansen and Waddell [2018]).
- c. Youth Mental Health First Aid (YMHFA) training: YMHFA is designed to teach parents, family members, caregivers, teachers, school staff, neighbors, health and human services workers, and other caring citizens how to help an adolescent who is experiencing a mental health or addictions challenge or is in crisis. This program was chosen due to the large body of evidence showing its efficacy, and its appropriateness for the target population. It is listed in SAMHSA's National Registry of Evidenced Based Programs and Practices.
- d. Youth Leadership & Empowerment Opportunities: As a reflection of Jurupa Valley's rural lifestyle, youth will have the opportunity to complete a 10-week leadership training at the Queen of Hearts Therapeutic Riding Center. Participants gain leadership, civic engagement, and job skills from positive adult and peer role models while being introduced to the historic equine culture of the city, allowing them to connect with the horses in an outdoor setting. Instructors have been certified as Registered Therapeutic Riding Instructors and/or Equine Specialists in Mental Health and Learning where they must pass both written and practical exams.

2) Community-wide Supportive Services That Fill Critical Service Gaps

One of the biggest needs identified by various community stakeholders during the application process was a critical gap in resources and supports due to the closing of the Family Resource Center in the Rubidoux area of the city. This was a huge blow to our already resource-scarce city. Indirect and unexpected consequences of this closing were also reported, such as children from the nearest elementary school relating decreased feelings of safety and increased fear of exposure to violence on their way to and from school due to the lack of the security guard at the now-vacant resource center building. Re-establishing this neighborhood anchor point is important for promoting informal neighborhood social control and reducing potential opportunities for crime (MacDonald et al. 2019). Additionally, the services and supports offered at a new Resource & Training Center will address risk factors for violence. Prevention-related programming will include substance use prevention services, economic development, housing, healthcare resources and basic needs support. Partners will be co-located on site with a wide variety of services. We will also implement and promote trauma and violence intervention strategies and programs to support sustained reductions in violence, victimization, trauma, and exposure to violence by effectively identifying the multi-contextual challenges and implementing multi-sectoral solutions.

#### **STRATEGY #2: DIVERSION & RESTORATIVE JUSTICE PRACTICES**

Reach Out has partnered with Jurupa Unified School District (JUSD) and the Riverside County Probation Department to expand current Youth Court supports, such as embedding more robust case management, and to extend the reach of the current program housed within JUSD. Youth Court is a peer-to-peer based restorative justice program in which youth who have committed minor offenses or have shown problematic behavior receive a disposition by their peers. Modeled after the judicial system, Youth Court provides an opportunity for respondents to clear their record, while at the same time remain accountable to themselves, their victims, and to society as a whole. When the youth respondents have completed their disposition, they then become a juror themselves and bring the value of their experiences to helping other youth. The effectiveness of Youth Court can vary as there are significant points of divergence among youth courts in terms of operations, funding availability, and the use of evidence-based practices. However, successful programs have a common base of strategies that



are included in our model.

Benefits of Youth Court include: higher program completion rates, compared to other diversion programs in the traditional juvenile justice system (Fishman, 2011; Norris et al, 2011; and Forgays, 2008), and higher levels of participant and family satisfaction compared to the traditional juvenile justice system (Bright et al, 2015; Butts et al, 2001; Doroski and Burke, 2007; and Forgays, 2008).

### **STRATEGY #3: COLLECTIVE EFFICACY - CREATE PROTECTIVE COMMUNITY ENVIRONMENTS**

Evidence indicates that structural, place-based modifications can significantly decrease violence. Strategies focusing on the “root causes” of violence—especially accumulated structures of neighborhood poverty—can be implemented in specific geographic areas to counter decades of disinvestment, neglect, racist policies, and violence. By reshaping certain aspects of the physical environment, stakeholders can reduce opportunities for violence, lower rates of gun violence, and create sustained co-benefits such as reductions in stress and fear.<sup>5</sup> One decade-long quasi-experimental study in Philadelphia showed that greening vacant lots was associated with consistent and significant reductions in gun assaults and resident stress citywide (Branas et al. 2011). Another study found that similar interventions significantly increased residents’ feelings of safety (Garvin et al. 2013), and that simply mowing the grass and cleaning up trash significantly reduced shootings by 9 percent (Moyer et al. 2019).

Reach Out will implement and promote effective place-based strategies by mobilizing communities, city agencies and regional partners and prioritizing initiatives that will enhance safe, resilient, and equitable neighborhoods throughout the City of Jurupa Valley, which in turn will prevent and reduce trauma and multiple forms of violence. In order to leverage current movement and community energy, a community engagement and planning process will be conducted through the Healthy Jurupa Valley (HJV) initiative. HJV participants have worked for over eight years to create a safer and healthier city, and this knowledge, experience, and capacity will be brought to bear for this project. Stakeholders will work together to identify new partners, locations, and

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<sup>5</sup> Brian R. Higgins; Joel Hunt, "Collective Efficacy: Taking Action to Improve Neighborhoods," May 1, 2016

specific activities for place-based interventions. We expect these activities to include things such as:

- Community mapping of resources and challenges using ArcGIS mapping
- Public Art Projects & Green Spaces: A key element of place-based crime prevention is to diminish opportunities for crime by making it “riskier, less rewarding, more difficult, less excusable, or less likely to be provoked” (Welsh and Farrington 2012)
- Large-scale Community Violence Prevention Convenings
- Restoration of neighborhood anchor points<sup>6</sup>
- Housing security & land use advocacy<sup>7</sup>
- Community Leadership & Empowerment
- Exploration of a hybrid public safety model that coordinates mental health services and law enforcement services

For all strategies, eligible and appropriate project participants will be identified and accessed primarily through partner agencies such as Riverside County Probation Department and Jurupa Unified School District. If an inability to access or serve those individuals is identified, partners will work collaboratively to identify methods to overcome barriers and challenges. In order to maintain sustained engagement, Reach Out will ensure participants are incentivized for recruitment, retention, and program completion. We will also work to overcome barriers to participation, such as offering transportation alternatives where available, or offering programs virtually. A needs assessment will be conducted at the start of case management or other services in order to tailor services to participant needs. Please see the Project Work Plan in Appendix K for further information.

### **3. Organizational Capacity and Coordination**

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<sup>6</sup> Higgins, Brian R., and Joel Hunt, “Collective Efficacy: Taking Action to Improve Neighborhoods,” NIJ Journal 277 (2016)

<sup>7</sup> Criminal Behavior and Victimization Among Homeless Individuals With Severe Mental Illness: A Systematic Review



Reach Out, a 52-year old nonprofit agency in the Inland Empire, holds health equity, civic engagement, and transformational community leadership as foundational necessities to a vibrant, healthy and strong community. Reach Out's philosophy is based on the social-ecological model that demonstrates the interconnectedness of:

- The Individual
- The Family
- The Community
- The Environment



Reach Out is also a highly skilled, experienced, and trusted intermediary. We are firm believers in collaboration, and have eight collaboratives/coalitions under our fiscal and organizational leadership. While we provide the backbone infrastructure and staffing for these collaboratives, our goal is to build the inherent leadership of the group so that the work can be multiplied out through the talents and skills of the members.

With a well-established team of 50+ full time staff and a yearly budget of over \$7 million, Reach Out is one of the only community-based organizations working in Jurupa Valley with the demonstrated administrative capacity and experience to manage multiple, complex subcontracts, meet reporting requirements, ensure fiscal accountability for an adequate audit trail, and monitor partnering agencies. In managing subcontracts, Reach Out has managed up to 32 agencies simultaneously with complex deliverables to a successful completion. Our agency also has a dedicated Learning and Evaluation team focused on authentic listening, integrating and helping community voices inform strategy and evaluation, and evaluating program effectiveness.

We are especially proud to be considered trusted messengers by both community members and local agencies who recognize Reach Out as an agency that is nimble enough to address pressing health and resource needs quickly while having a strong, foundational community trust built from a half-century of direct community engagement and outreach. Our team of partners is a diverse and passionate group of stakeholders addressing violence prevention and intervention efforts across the spectrum. Reach Out will utilize the Intermediary Model and Collective Impact Framework to coordinate the network of partners throughout this project. With the Intermediary Model, Reach Out acts as a trusted facilitator and convener of community

stakeholders to support work on a large, coordinated scale. Joined with the Collective Impact Framework, we will ensure the creation of a strong, united network of partners.

Our cohort of multi-sectoral partners includes: City of Jurupa Valley; Jurupa Unified School District; Riverside County Probation Department; Riverside University Health System – Public Health (County Department of Public Health); First 5 Riverside County; Carolyn E. Wylie Center; Queen of Hearts Therapeutic Riding Center, and; Molina Healthcare.

As a whole, Reach Out and our partners are in a position to foster the conditions that shift mindsets, policies and practices focused on violence prevention and intervention. Letters of Commitment from each of these agencies are included with this application. While the attached letter from Riverside County Probation is labeled as a “letter of support,” this is due to the organizational restrictions and a short timeline. We have commitment from the Probation Department to move forward on these activities.

While many of our partners have worked together in the past, this will be the first time that agencies are coming together to specifically organize around violence prevention and intervention in the city of Jurupa Valley. This will allow greater coordination and communication that will minimize duplication of services.

Due to the diverse populations we serve, all staff at Reach Out are trained on Trauma-Informed Care and Cultural Competency, and implement these approaches in their daily work. Staff regularly attend trainings to supplement cultural sensitivity and understanding. Our Wellness Committee is deeply involved with offering activities and supports to maintain the wellness of our staff. We also offer an employee assistance program.

Reach Out's commitment to social, racial and economic equity, is held within our mission statement, and implemented every day through our direct service programs, our policy initiatives, collaborative work, and movement-building through large-scale convenings - all of which focus on building economic equity, social cohesion and inclusion, and a high quality of life for all residents, particularly for those who have been historically excluded due to their race, income level, gender, religion, immigration status, disability, age, sexual orientation, or zip code. The diverse lived experiences of our staff allow a variety of perspectives to inform our program design



and strategies, while their deeply personal connections with our communities give valuable insight into the challenges and barriers faced by those most affected by the structural barriers this program is designed to address.

Specifically, the Latinx demographic in the city accounts for just over 70% of the total population, with some communities averaging higher. Creating trusting, culturally responsive relationships with our Latinx population isn't simply a goal for organizations that work in the city – it is an imperative. Reach Out ensures that we hire program staff who are bilingual English/Spanish speakers, and wherever possible, they are hired directly from the communities that they will work in. This leads to greater insight into the strengths and challenges of our clients. All program materials are offered in both English and Spanish. Our staff are culturally competent, empathetic and driven individuals who are representative of the target populations they serve, and able to address barriers that arise from cultural and linguistic differences, stigma, and mistrust of the system.

Reach Out has experience working with the target population through multiple programs including Youth Court. Several of our partners also have long-lasting and ongoing experience working with the target population, particularly the Riverside County Probation Department. Importantly, Reach Out has been conducting deep community engagement work in the city of Jurupa Valley for almost a decade through our Healthy Jurupa Valley initiative. Healthy Jurupa Valley is a unique public/private partnership between Reach Out and the City of Jurupa Valley established in 2012. Healthy Jurupa Valley's five Action Teams were created directly from community feedback and priorities, and work to create systemic, coordinated and long-term change throughout the city to increase community wellness. In 2019/20 alone, HJV established more than 155 partnerships with county, city and state agencies, nonprofits, employers, small businesses, health providers, faith groups, and law enforcement, all for the purpose of meeting the needs of our underserved, low-income residents of color, many of whom are mono-lingual Spanish-speaking. Residents report that through HJV, they have a greater sense of community, that they are able to find the resources they need to support their families, and that through Reach Out, they feel comfortable and a part of something important for their families. Having a

trusted intermediary with deep community ties will ensure many of the usual challenges to conducting this type of program are not an issue.

Our community engagement and planning process will include intentional measures to involve system-impacted and system-involved individuals. Access to these populations will be facilitated by partners who are already working directly with this population. The community engagement and planning process will ensure all stakeholders have input into the project design, implementation, and evaluation process.

Technical assistance will be obtained through subcontracts with subject matter experts where necessary. Additionally, Reach Out has current staff who can work to ensure that the proposed violence reduction strategy is being implemented as intended. One such subcontractor has been identified for assistance with law enforcement.

#### **4. Project Evaluation and Monitoring**

Project evaluation and monitoring will be overseen by Reach Out's Learning and Evaluation Administrator (LEA). Under her guidance, the internal evaluation team will monitor project progress and conduct a process evaluation. We will contract with an independent evaluator for outcome evaluation. The independent evaluator will have at least 5 years of experience in program evaluation and will be selected through an informal bidding process. During project start-up, LEA will work closely with the independent evaluator to develop a comprehensive local evaluation plan, create data collection tools and protocols, train staff on those protocols, and support staff with community-led needs assessments. Throughout the project, internal evaluation team will collect performance and process data (e.g., service delivery statistics, participant feedback) and independent evaluator will collect outcome data (e.g., behavioral and attitudinal changes, community-level crime outcomes). Independent evaluator will receive process evaluation data from the internal evaluation team to analyze the mechanisms through which expected outcomes are achieved.

Process evaluation will assess how the project activities are delivered as planned and how community members experience the project components. Process indicators to measure include but are not limited to: (1) 75% of JUSD students 7<sup>th</sup> grade and up



receive at least one of the mental/behavioral health programming; (2) Community Resource & Training Center serves 200 residents per week by 2023; (3) at least 40 juvenile court cases are referred to Youth Court each year; (4) community-led violence prevention strategic planning is completed by 2024. These and other indicators will be evaluated using both quantitative and qualitative methods, such as activity/service data tracking and feedback surveys.

Outcome evaluation will focus on the effectiveness of the project and the extent to which its goals were achieved. Individual level outcome indicators (e.g., increased knowledge of and intention to seek mental/behavioral health resources and assistance among JUSD students; lower recidivism rates among Youth Court respondents compared to juvenile court cases) will be assessed through court/probation records and pre/post participant surveys. Data for community and systems level outcome indicators (e.g., decreased rate of violent crimes; increased collective efficacy among residents) will be collected via city crime statistics and community surveys and/or focus groups.

Data analysis methods will include descriptive statistics, tests of significance for changes from pre to post and for group differences, thematic coding for qualitative data, and spatial analysis for the relationship between crime rates and place-based strategies employed. The internal evaluation team and independent evaluator will work collaboratively to prepare quarterly evaluation updates to the project staff and key partners. Evaluators, staff, and partners will discuss project progress, identify successes and challenges, and reflect on the evaluation data to make adjustments to maximize project impact. Additionally, the independent evaluator will submit an annual progress report at the end of years 1 and 2, and a final summative report at the end of year 3. Reach Out team will review the annual reports with key partners and use the findings to inform decisions about overall project direction and implementation.

**(1) Goal:** Implement and promote trauma and violence prevention strategies and programs that focus on promoting wellbeing to successfully address the range of factors that place people at risk for violence or protect them from experience or perpetrating violence.

**Objectives:** A. By 2023, a community resource center will be established to provide prevention-focused services, workforce development, and basic needs supports.  
B. At the end of the project, a higher percentage of middle and high school students in Jurupa Valley will report knowledge of and intention to seek assistance and resources to address mental health and substance use issues compared to beginning of the project.  
C. By the end of the project period at least 500 youth and adults will have completed workforce development programming.

Project activities that support the identified goal and objectives:

|  | Responsible staff/ partners  | Timeline   |          |
|--|--|------------|----------|
|  |  | Start Date | End Date |
| 1. Provide substance use prevention and mental health programming to students in Jurupa Unified School District.                     | Program Director, Outreach Specialists, JUSD, Carolyn E. Wylie Center, Molina Healthcare, Riverside County Public Health | 7/1/22     | 6/30/25  |
| 2. Work with partners to co-locate staff to provide prevention-focused services and basic needs supports to Jurupa Valley residents. |  | 12/31/23   | 6/30/25  |
| 3. Promote economic wellbeing with workforce development programming.  |  | 7/1/23     | 6/30/25  |

**(2) Goal:** Implement and promote trauma and violence intervention strategies and programs, which are trauma-informed, to support sustained reductions in violence, victimization, trauma, and exposure to violence by effectively identifying the multi-contextual challenges and implementing multi-sectoral solutions in the city of Jurupa Valley.

**Objectives:** A. At the end of the project, the percentage of Youth Court participants who commit an additional offence within 6 months will be 10% lower than the percentage of juvenile court involved youth who commit an additional offence in the same time frame.  
B. By 2025, at least 125 Riverside County juvenile court cases will be referred to and completed by Youth Court.  
C. By 2023, a community resource center will be established to provide intervention-focused services.

Project activities that support the identified goal and objectives:

|   | Responsible staff/ partners   | Timeline   |          |
|---|---|------------|----------|
|   |   | Start Date | End Date |
| 1. Expand case management of current JUSD Youth Court program.  | Program Director, Resource Center Manager, Case Manager, Riverside County Probation | 9/1/22     | 6/30/25  |
| 2. Work with Riverside County Probation on Youth Court creation and expansion of restorative justice practices.           |   | 7/1/22     | 6/30/25  |
| 3. Offer comprehensive wraparound services to those with the highest risk of perpetrating or being victimized by violence |   | 12/31/23   | 6/30/25  |

**(3) Goal:** Implement and promote effective place-based strategies by mobilizing communities, city agencies and regional partners to prevent and reduce trauma and the multiple forms of violence by prioritizing initiatives that will enhance safe, resilient, and equitable neighborhoods throughout the city of Jurupa Valley.

**Objectives:** A. By December 31, 2024, a Violence Prevention Strategic Plan will be completed.  
B. At the end of the project, Jurupa Valley residents will report a higher level of collective efficacy compared to the beginning of the project.  
C. By the end of the project, the number of violent crimes will decrease by 5% in the city of Jurupa Valley.

Project activities that support the identified goal and objectives:

|  | Responsible staff/ partners   | Timeline   |          |
|--|---|------------|----------|
|  |   | Start Date | End Date |
| 1. Conduct community-wide violence prevention and intervention planning and community mapping of resources and challenges. | Program Director, Outreach Specialists, City of Jurupa Valley, All other partners | 7/1/22     | 6/30/24  |
| 2. Research feasibility of Hybrid Public Safety Model  |   | 7/1/22     | 6/30/25  |
| 3. Promote land use, housing, substance use, and other policies proven to reduce violence.                                 |   | 12/1/22    | 6/30/25  |

# City of Jurupa Valley

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

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January 27, 2022

TO: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

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This letter is being submitted to document that the City of Jurupa Valley agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, the City of Jurupa Valley agrees to work with Reach Out and other partners to implement violence prevention strategies where these activities align with the direction of the City Council. Any financial participation on the part of the city can only be approved by city council direction.

Sincerely,



Rod B. Butler  
City Manager



**Dr. Trenton Hansen, Superintendent**

4850 Pedley Road, Jurupa Valley, CA 92509 T (951) 360-4100

February 9, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

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This letter is being submitted to document that Jurupa Unified School District agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, Jurupa Unified School District agrees to partner with Reach Out in providing support for JUSD's Student Youth Court by training student jurors, providing training for restorative practices, peer mentoring, and community leadership. JUSD will also work with Reach Out to support parent engagement through offering courses on drug and gang awareness, support the expansion of SYC to increase the case management and hearing dates offered to JUSD students and community youth.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Owens", with a long, sweeping horizontal line extending to the right.

Monty Owens, Director of Educational Equity

LEARNING WITHOUT LIMITS

*Board of Trustees*

Melissa Ragole *President*, Robert Garcia *Clerk*, Karen Bradford, M.A., Eric Ditwiler, Ph.D., Joseph Navarro





February 10, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

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This letter is being submitted to document that Riverside University Health System – Public Health (RUHS-PH) agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, RUHS-PH agrees to provide data to further define populations and communities at greatest risk. These data will be used to drive the interventions and to develop metrics to measure program success. In addition, RUHS-PH agrees to provide support through education and outreach. Staff will provide community-based outreach to solicit participants and connect to resources. RUHS-PH will also use our social media platforms, networks of stakeholders, and areas of community participation to spread information on the program and to provide information to the public on the impact of various forms of violence on our communities.

RUHS-PH is in strong support of Reach Out's grant proposal. They are anchored to the community and trusted by the people in Jurupa Valley. In addition, Reach Out has a long history of partnering with RUHS-PH, other Community Based Organizations, and Faith Based Organizations to impact communities in a positive way and affect change.

Please contact me at (951) 358-7036 or [ksaruwatari@ruhealth.org](mailto:ksaruwatari@ruhealth.org) with any questions or for additional information.

Sincerely,

A handwritten signature in blue ink that reads "Kim Saruwatari". The signature is fluid and cursive, with the first name "Kim" and last name "Saruwatari" clearly legible.

Kim Saruwatari  
Director

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Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036 / [www.rivcoph.org](http://www.rivcoph.org)



**RIVERSIDE COUNTY PROBATION DEPARTMENT**  
Serving Courts • Protecting Our Community • Changing Lives



February 8, 2022

State of California  
Board of State and Community Corrections  
2590 Venture Oaks Way, STE 200  
Sacramento, CA 95833

RE: Letter of Support for the California Violence Intervention and Prevention Grant Program

To whom it may concern:

The Riverside County Probation Department (Probation), a progressive criminal justice agency, is providing this letter of support on behalf of the Reach Out organization in their application for the California Violence Intervention and Prevention Grant program.

Reach Out is dedicated to embracing communities to strengthen and enable all community members to grow, thrive and lead, to create safe and healthy neighborhoods. If awarded the funds, Reach Out plans to target the Jurupa Valley communities of Riverside County; working through high school campuses and community partners to serve youth disproportionately impacted by violence. Reach Out proposed programs include a peer-to-peer Youth Court, modeled after the judicial system, allowing youth to have opportunities as both respondents and jurors (once youth's own disposition is completed); and an Insights program which will align with the Positive Youth Development framework for youth who have or are at-risk of legal/social systems involvement.

Probation supports the endeavors of Reach Out in their continued efforts to grow important services in the Jurupa Valley communities of Riverside County; its ability to carry out the goals and objectives of the California Violence Intervention and Prevention program; and recommends the State of California, Board of State and Community Corrections to give this application strong consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Miller II".

Ron Miller II  
Chief Probation Officer



COMMISSION

Deborah Clark-Crews  
Chair

Zachary Ginder  
Vice-Chair

Chuck Washington  
County Supervisor

V. Manuel Perez  
County Supervisor/Alternate

Kimberly Britt

Jose Campos

Edwin Gomez, Ed. D.

Rosa Verduzco

Stephanie Yost

Kimberly Saruwatari

STAFF

Tammi Graham  
Executive Director

Yvonne Suarez  
Deputy Director  
Administration

Barbara Andrade DuBransky  
Deputy Director  
Programs

January 27, 2022

State of California  
Board of State and Community Corrections  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

***RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program***

This letter is being submitted to document that First 5 Riverside County agrees to partner on the CalVIP grant proposal being submitted by Reach Out, serving Riverside County, California.

As a part of this grant, First 5 Riverside County agrees to provide a total cash match of \$150,000 (\$50,000 each year for three years) to assist Reach Out in supporting, expanding and replicating evidence-based violence reduction initiatives in Riverside County communities in support of families with children ages 0 through 5 and/or pregnant mothers.

In addition, First 5 Riverside County will be able to provide an in-kind match of services and resources for families with children that is to be determined through a community input process to be conducted during the first year of funding.

First 5 Riverside County, in partnership with the Riverside County Department of Public Social Services, brings a wealth of services through its Family Resource Center Network that includes the City of Jurupa Valley and surrounding communities. The premise of family resource centers, whether county, school district or community operated, is that they are potential vehicles to improve the reach and engagement of vulnerable families and children up to age 18 by expanding their access to needed services and supports. The FRC network also includes First 5 Riverside County investments and systems that exponentially broaden and expand supports for families with children ages 0 through 5 (including pregnant women) to give them the best start in life.

First 5 Riverside County systems and supports that may be used as in-kind match to support Reach Out's CalVIP proposal includes:

- **Home visiting services** provided by the Jurupa Unified School District (and funded by First 5 Riverside County) to families with children ages 16 months through 5 years that are challenged by poverty, isolation, language and literacy barriers to promote socio-emotional and language development using three evidenced based models.
- A partnership with the Riverside University Health System – Behavioral Health to provide a continuum of **early identification, intervention, and treatment services** to children ages 0-5 to help young children develop skills and abilities to prepare them for school and

COMMISSION

Deborah Clark-Crews  
Chair

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Executive Director

Yvonne Suarez  
Deputy Director  
Administration

Barbara Andrade DuBransky  
Deputy Director  
Programs

life and promote social competence and decrease development of disruptive behavior among children up to age 6.

- **Help Me Grow** ensures all children with developmental delays are identified and linked to resources through a joint investment with First 5 San Bernardino to partner with Loma Linda Children's Hospital to create a regional early identification and intervention system that aligns and strengthens existing resources to create stronger referral pathways and ensure there is "no wrong door" for families with young children who need support.

First 5 Riverside County is committed to preventive and intervention initiatives and systems that give children ages 0 through 5 the most optimal environment to thrive in school and life. We look forward to being a committed partner with Reach Out to support families and children in the City of Jurupa and surrounding communities.

Sincerely,



Tammi N. Graham, Executive Director  
First 5 Riverside County

cc:  Yvonne Suarez, Deputy Director, Administration  
 Barbara Andrade DuBransky, Deputy Director, Programs  
Piera Causley, Regional Manager, Family Resource Centers  
Carol Abella, Administrative Services Manager II, Programs  
Jill Kowalski, Administrative Services Officer

# *Queen of Hearts Therapeutic Riding Center, Inc.*

*A Non-Profit Equine-Assisted Therapy Program for People with Special Needs  
CA Organization No. 2231279 ~ Federal 501(c)(3) EIN 33-0907556 ~ Duns 030638451*

*Where the Riding Spirit Comes from the Heart*

6407 Dana Avenue  
Jurupa Valley, CA 91752-2427  
(951) 734-6300  
[www.queenofheartsranch.org](http://www.queenofheartsranch.org)



PATH Intl Premier Accredited Center No. 43710  
PATH Intl Certified Therapeutic Riding Instructors  
PATH Intl Certified Equine Specialists  
EAGALA Advanced Certified Facilitators  
VA/RII Certified Peer Support Specialists

January 27, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

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This letter is being submitted to document that Queen of Hearts Therapeutic Riding Center, Inc. agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, Queen of Hearts Therapeutic Riding Center, Inc. agrees to provide equine-assisted services to work with youth who present with a variety of issues that can be addressed with equine-assisted activities. Horseback riding lessons combined with horsemanship skills help participants to address emotional, behavioral, or physical issues. We will teach leadership and job skills to youth with the goal of influencing positive role models and provide and practice life/job skills as participants learn responsibilities for future success and independence.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin L. Kilcoyne".

Robin L. Kilcoyne, M.Ed.  
SGM, USA (Retired)  
QoH TRC Founder/Executive Director  
EAGALA Certified Equine Specialist  
PATH Intl Certified Therapeutic Riding Instructor &  
Equine Specialist in Mental Health and Learning  
RI Intl and VA Certified Peer Support Specialist





January 27, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

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This letter is being submitted to document that The Carolyn E. Wylie Center agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, The Carolyn E. Wylie Center agrees to provide the following services:

- Financial Literacy workshops – A Financial counselor will provide workshops to persons seeking financial literacy education. We offer a course for different age groups, income groups, and different concerns/purposes. Courses can range from basic/intermediary to advanced financial education.

In-Kind Services offered:

- Rental Counseling – Create realistic financial goals, teach techniques to improve credit. How to identify an affordable unit/Calculating affordable rent payments, educate renters about financial planning and good rental practices, teach renter right and responsibilities, help renters understanding Lease agreements, connect renters with resources to assist with utility bill and other rental support.
- Default and Foreclosure - Homeowners facing imminent default, in the default process, in the foreclosure process, or have a sale date. Counselors will work with the client to establish a budget to assure that the client can afford a work-out option. Call Lender to determine which work-out option is available to the client and what the process and procedures are to apply. Educate the clients on the foreclosure process and other services that The Wylie Center may provide. Create an Action Plan that the client and counselor will use as reference for follow ups.
- Homebuyer education – Course covers what it takes to become a homeowner, how to keep up with maintenance, and how to sustain homeownership. A certificate will be provided at completion of course. Course will be offered either in a class setting, online, or one-on-one session.
- Homeless counseling - Clients who are seeking short/long term housing sustainability, financial management, medical services, and mental/physical referrals. Counselor will work one on one to determine referrals needed per client case and will provide guidance throughout process.



- Representative Payee services - Clients who are seeking short/long term housing sustainability, financial management, medical services, and mental/physical referrals. Counselor will work one on one to determine referrals needed per client case and will provide guidance throughout process.
- Case management - Is a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual's and family's comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost-effective outcomes.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mickey Robinson', with a stylized, cursive script.

Mickey Robinson, CEO

February 9, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that Molina Healthcare of California agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, Molina Healthcare of California agrees to work closely with Reach Out to provide the following services to the community:

- Provide health education materials
- Information and referrals to all Molina programs available for adults, children, and pregnant women
- Provider support with community events, health fairs, and parent activities led by Reach Out

Sincerely,

*Ruthy Argumedo*

Ruthy Argumedo, AVP Growth and Community Engagement  
Molina Healthcare of California



# 2022 California Violence Intervention & Prevention (CalVIP) Grant - Project Budget and Budget Narrative

Name of Applicant: Reach Out

Contract Term: July 1, 2022 - December 31, 2025

Note: The top table will auto-populate based on the information entered in the sections below.

| Budget Line Item   | Grant Funds        | Match Funds        | Total               |
|--|--------------------|--------------------|---------------------|
| 1. Salaries and Benefits   | \$2,880,807        | \$1,421,260        | \$4,302,067         |
| 2. Services and Supplies   | \$547,925          | \$333,200          | \$881,125           |
| 3. Health and Wellness (must not exceed 5% of total match funds)                       | \$19,200           | \$33,440           | \$52,640            |
| 4. Professional Services or Public Agency Subcontracts                                 | \$823,019          | \$3,840,000        | \$4,663,019         |
| 5. Non-Governmental Organization (NGO) Subcontracts                                    | \$319,200          | \$50,000           | \$369,200           |
| 6. Equipment/Fixed Assets  | \$0                | \$0                | \$0                 |
| 7. Project Evaluation (must be at least 5%, but no more than 10% of total grant funds) | \$515,443          | \$28,000           | \$543,443           |
| 8. Financial Audit (must not exceed \$25,000)  | \$0                | \$0                | \$0                 |
| 9. Other (Travel, Training, etc.)  | \$486,050          | \$167,800          | \$653,850           |
| 10. Indirect Costs   | \$279,582          | \$0                | \$279,582           |
| <b>TOTAL</b>   | <b>\$5,871,226</b> | <b>\$5,873,700</b> | <b>\$11,744,926</b> |

Required match: 100%: no less than: \$5,871,226

## 1a. Salaries and Benefits

| Name and Title  | (Show as either % FTE or Hourly Rate) & Benefits  | Grant Funds        | Match Funds        | Total              |
|---|---|--------------------|--------------------|--------------------|
| Ruben Gonzales, Program Director  | 1 FTE @ \$89,024 base salary + 23% benefits - 3.5 years   | \$385,675          | \$0                | \$385,675          |
| Diana Fox, Executive Director   | Match: .25 FTE @ \$150,000 base salary + 23% benefits - 3.5 years                                       | \$0                | \$162,460          | \$162,460          |
| Teresa Fernandez, Policy  | .10 FTE @ \$89,024 base annual salary + 23% benefits<br>.30 FTE match                                   | \$35,031           | \$105,093          | \$140,124          |
| Manager or Coordinator, Resource Center (TBH)   | 1 FTE \$65,853 base hourly rate + 23% benefits  | \$250,360          | \$0                | \$250,360          |
| Office Admin, Resource Center (TBH)   | 1 FTE @ \$18.88 base hourly rate + 23% benefits   | \$149,298          | \$0                | \$149,298          |
| Outreach Specialist (2 @ resource center, 1 for Project ALERT, 3 for MIND, 2 for HJV, 1 for job training) (TBH) | 9 FTE @ \$2 base hourly rate + 23% benefits<br>3.0 FTE match for existing staff supporting this project | \$1,328,503        | \$438,406          | \$1,766,909        |
| Case Manager (Youth Court); need credentials for counseling/family interventions (TBH)                          | 1 FTE @ 20.03 base hourly rate + 23% benefits   | \$165,714          | \$0                | \$165,714          |
| Program Support Specialist (HJV)  | .25 FTE @ \$20.03 base hourly rate + 23% benefits   | \$39,598           | \$0                | \$39,598           |
| Natalie Rocha, Asst. Director, Community Equity   | 1.0 FTE Match   | \$0                | \$227,569          | \$227,569          |
| Jesus Gomez-Manzo, Collaborative Coordinator,   | .25 FTE @ \$22.93 base hourly rate + 23% benefits<br>.75 FTE match                                      | \$45,331           | \$135,993          | \$181,324          |
| Media & Communications Specialist (TBH)   | .25 FTE @ \$20.03 base hourly rate + 23% benefits<br>.5 FTE match                                       | \$39,598           | \$62,494           | \$102,092          |
| Susan Vacko, VP of Finance  | .25 FTE Match   | \$0                | \$101,475          | \$101,475          |
| Alyse Michaelis, Program Manager, Workforce   | 1 FTE \$65,853 base annual salary + 23% benefits  | \$63,419           | \$187,770          | \$251,189          |
| Staff Accountant (TBH)  | 1 FTE @ \$25 per hour base rate + 23% benefits  | \$197,694          | \$0                | \$197,694          |
| LMFT / LCSW (TBH)   | .5 FTE @ \$95,000 base annual salary + 23% benefits   | \$180,586          | \$0                | \$180,586          |
| <b>TOTAL</b>  |   | <b>\$2,880,807</b> | <b>\$1,421,260</b> | <b>\$4,302,067</b> |

## 1b. Salaries and Benefits Narrative:

The salary and benefits are for staff covering multiple strategies. Program Director is Ruben Gonzales, who will oversee all project activities, contractors and partners. Additional management staff will oversee day-to-day activities of the grant, including the Resource Center and training. The LCSW will oversee all case management and eventual interns coming in to assist with youth and families who need mental health support and counseling. Workforce staff will implement trainings for disconnected youth and adults. The VP of Finance and Staff Accountant will oversee all financial work, including tracking indirect and billing. The media & communications specialist will ensure that residents who are in need of the services are aware of it all the offerings, as well as informing the community of the progress of the collaborative work and engaging as many community members as possible. The Outreach Specialists are implementing the programs and services as shown in the grant narrative.



| 2a. Services and Supplies                             |   |                  |                  |                  |
|---|---|------------------|------------------|------------------|
| Description of Services or Supplies                   | Calculation for Expenditure   | Grant Funds      | Match Funds      | Total            |
| Printing/Copying                                      | Copier lease + usage charges and supplies \$1,000 x 36 months   | \$108,000        | \$21,000         | \$129,000        |
| Office Supplies, Laptops                              | Laptops and Supplies per staff - \$1350 per staff year one; \$500 per staff years 2 and 3 x 14 staff<br>Match: existing equipment, furniture and supplies that will be used by staff. 10 laptops for the training center; 3 laptops for public access for job searches. | \$42,000         | \$94,200         | \$136,200        |
| Meeting, Community Project & Outreach Supplies        | Community engagement and planning meetings, events, focus groups. \$20,000 for year 1 and \$5,000 per year for years 2 and 3.   | \$30,000         | \$0              | \$30,000         |
| Publicity/Marketing/Promotion                         | \$24,000 year for 3 years   | \$72,000         | \$40,000         | \$112,000        |
| Incentives  | Incentives for planning participation \$7,000 year 1, and \$4,000 years 2 and 3   | \$15,000         | \$0              | \$15,000         |
| Community Leadership Stipends                         | \$500 per leader who completes the training and engagement requirements x 10 leaders per year x 3 years   | \$15,000         |                  | \$15,000         |
| Violence Prevention Convening Costs                   | Conference costs for violence prevention convening NICC \$12,000 x 3 years<br>Match conference costs \$30,000 x 3 years   | \$36,000         | \$90,000         | \$126,000        |
| Program Curriculum                                    | Teen Mental Health First Aid, Question, Persuade Refer, Project Alert, NCTI Youth Development Curricula and required trainings - \$8,000 per year for 3 years   | \$24,000         | \$45,000         | \$69,000         |
| Onboarding/hiring expenses - DOJ and drug testing     | 19 new staff x \$75;<br>20 interns and volunteers per year x 3 years<br>Match is time and effort of Reach Out staff for processing  | \$5,925          | \$21,000         | \$26,925         |
| Resource & Training Center Improvements and Furniture | Center leasehold improvements - year 1 = \$125,000; furniture (desks, chairs, dividers, secure files, cabinets) = \$95,000.<br>Match is existing furniture that will be retasked  | \$200,000        | \$22,000         | \$222,000        |
| <b>TOTAL</b>  |   | <b>\$547,925</b> | <b>\$333,200</b> | <b>\$881,125</b> |

## 2b. Services and Supplies Narrative:

Printing and copier costs are primarily for the resource and training center to include curriculum, social service supports, case management files. Laptops and Supplies per staff - \$1350 per staff year one; \$500 per staff years 2 and 3 x 14 staff. The 10 laptops for the training center will be to facilitate the ability for instructors to utilize online content, and for clients to access online courses. There will also be 3 laptops for public access for job searches, and correspondence with agencies. The match includes: existing equipment, furniture and supplies that will be used by staff. 10 laptops for the training center; 3 laptops for public access for job searches.

Community engagement and planning meetings expenses are correlated with the extensive community input process that will be conducted in year 1 and then continue throughout years 2 and 3. These will include events, focus groups, key informant interviews, etc. Match is from partner facilities and outreach that will be utilized throughout the city to hold these outreach activities.

Publicity and promotion is for printing and ads to inform community members of the many events happening under the grant, including the community planning, the classes, the opening of the resource and training center, the school-based programs, etc. Incentives will be used to have recognize the time and talents of the community members being invested for the success of the project. Community Leadership stipends are specifically for the community leader training academy and are only awarded once all requirements have been met.

We will kick off the project with a large violence prevention conference as part of NICC, and it will include all partners and community members who want to learn about and contribute to this work. It will set the goals and activities in conjunction with those listed in the application. The curricula purchases are needed to run the various programs. Some curricula also require training costs.

All new staff at Reach Out, as well as volunteers and interns, must pass a DOJ background check and drug testing to ensure the safety of the clients, youth and families

The Resource and Training Center will provide the hub for many of the activities of this funding. Funds will be for needed leasehold improvement for an approximate 5,000-6,000 sq.ft space. It will be necessary to fully furnish the center with desks, chairs, dividers, training tables, secure files, and cabinets. The match listed is for existing furniture that will be retasked.

## 3a. Health and Wellness (must not exceed 5% of total match funds)

| Description of Professional Service(s)                          | Calculation for Expenditure   | Grant Funds     | Match Funds     | Total           |
|---|-------------------------------|-----------------|-----------------|-----------------|
| Bi-annual wellness retreat for all staff and partners           | 6 wellness retreats x \$2,000 | \$12,000        | \$14,000        | \$26,000        |
| Employee Assistance Program for all staff                       | \$90/year x 16 staff          |                 | \$1,440         | \$1,440         |
| Monthly health & wellness activities for all staff and partners | 36 months x \$200             | \$7,200         | \$0             | \$7,200         |
| Diversity, Equity & Inclusion activities                        | 36 months x \$200             |                 | \$7,200         | \$7,200         |
| Wellbeing Committee   | 36 months x \$300             |                 | \$10,800        | \$10,800        |
| <b>TOTAL (must not exceed 5% of Total Match Funds)</b>          |                               | <b>\$19,200</b> | <b>\$33,440</b> | <b>\$52,640</b> |

## 3b. Health and Wellness Narrative

Reach Out will provide 1/2 day wellness retreats for all staff and partners as a time to reconnect and learn wellness skills. These will occur every 6 months and funds will cover facility expenses, food and other items needed. Reach Out will provide the Employee Assistance Program for all staff, which provides myriad services to staff at no charge. Each month a health 7 wellness activity will be provided for 30 minutes to all staff and partners. The monthly health & wellness activities for all staff and partners will vary and may include online access to mindfulness platforms or exercise portals. Each month, DEI activities will be held at a 1.5 hour meeting. The Well being committee is held at Reach Out each month and does the planning and coordination of the wellness activities.

## 4a. Professional Services / Public Agency Subcontracts

| Description of Professional Service(s) | Calculation for Expenditure   | Grant Funds | Match Funds | Total       |
|--|---|-------------|-------------|-------------|
| City of Jurupa Valley                  | Includes \$200,000 cash match from city general fund; and \$700,000 in kind match from city expenditure related the grant outcomes              | \$0         | \$2,700,000 | \$2,700,000 |
| Riverside County Sheriffs              | \$75.67/hr OT Patrol Officer x 400 hours/year x 3 = \$91044;<br>\$62.25/hr Community Services Officer x 500 hrs/year x 3 years = \$93,375       | \$184,419   | \$0         | \$184,419   |
| County of Riverside - Public Health    | Public health funds held by Reach Out that are aligned with grant outcomes, including community health worker trainings and resource navigation | \$0         | \$700,000   | \$700,000   |



|   |  |                  |                    |                    |
|---|--|------------------|--------------------|--------------------|
| County of Riverside - Probation           |  | \$200,000        | \$0                | \$200,000          |
| Security Guard (Resource Center)          | \$30/hr x 2080 hrs/year x 3 years  | \$187,200        | \$0                | \$187,200          |
| Law Enforcement Consultant (Fred Alvarez) | The law enforcement consultant will work closely with the various departments in working on policy solutions, this is a match amount from Reach Out.   | \$0              | \$150,000          | \$150,000          |
| Jurupa Unified School District            | Funds for JUSD will be utilized for violence prevention activities like MIND, Project Alert, and portions of Youth Court. JUSD match amount is \$150,000.  | \$150,000        | \$150,000          | \$300,000          |
| Workforce and Life Skills instructors     | 20 hours of instructional time per month x 2 instructors x 30 months x \$65/hour   | \$78,000         | \$117,000          | \$195,000          |
| IT Support                                | 20 FTE's x \$65/per staff x 36 months<br>Match is for IT work outside of staff - includes both the Reach Out office and the Resource/Training center supporting laptops that are for community use | \$23,400         | \$23,000           | \$46,400           |
| <b>TOTAL</b>                              |  | <b>\$823,019</b> | <b>\$3,840,000</b> | <b>\$4,663,019</b> |

#### 4b. Professional Services Narrative

The City of Jurupa Valley has committed to providing \$200,000 /year from the general fund to support grant activities - to be determined through the community input process in year 1. They have also committed a portion(\$700,000) of their funding to law enforcement each year as a match to this grant. The Riverside County Sheriff's Dept. has committed to working directly with us through funding of \$184,419 to provide a patrol officer and community services officer. Riverside County Public Health has committed to \$200,000 per year through contract with Reach Out for training for Community Health Workers to impact community outcomes. The funds to Probation will be determined by the community input process, and they have committed to being actively engaged in the work. The resource center area has historically had some issues that will benefit from the presence of a security guard during business hours. The law enforcement consultant will work closely with the various departments in working on policy solutions, this is a match amount from Reach Out. Funds for JUSD will be utilized for violence prevention activities like MIND, Project Alert, and portions of Youth Court. JUSD match amount is \$150,000. In addition to the project staff, there will be trainings requested from clients for which we may not have expertise. The workforce and life skills instructors will teach classes on an as needed basis to ensure that clients have access to all resources for success. IT support covers the staff attached to this grant. IT is contracted to an outside organization and charges Reach Out per staff.

#### 5a. Non-Governmental Organizations (NGO) Subcontracts

| Description of Subcontract                | Calculation for Expenditure  | Grant Funds      | Match Funds     | Total            |
|---|--|------------------|-----------------|------------------|
| Carolyn E. Wylie Center                   | Contract for CBO to provide financial training both at the resource center and to individual clients                                 | \$150,000        | \$50,000        | \$200,000        |
| Queen of Hearts Therapeutic Riding Center | Contract for CBO to provide leadership course for Youth Court respondents and other youth who are in need of community service hours | \$169,200        | \$0             | \$169,200        |
| <b>TOTAL</b>                              |  | <b>\$319,200</b> | <b>\$50,000</b> | <b>\$369,200</b> |

#### 5b. Non-Governmental Organizations (NGO) Subcontracts Narrative

These 2 contracts are with partners who have a long track record of partnership and outcomes with youth and families. Contract for Wylie is to provide financial training both at the resource center and to individual clients. Contract with the Therapeutic Riding Center is to provide an equine-based leadership course for Youth Court respondents and other youth who are in need of community service hours

#### 6a. Equipment/Fixed Assets

| Description of Equipment/Fixed Asset | Calculation for Expense | Grant Funds | Match Funds | Total      |
|--------------------------------------|-------------------------|-------------|-------------|------------|
| N/A                                  |                         | \$0         | \$0         | \$0        |
| <b>TOTAL</b>                         |                         | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b> |

#### 6b. Equipment/Fixed Assets Narrative

N/A



| 7a. Project Evaluation (must be at least 5%, but no more than 10% of total grant funds)                   |                  |                 |                  |
|---|------------------|-----------------|------------------|
| Description   | Grant Funds      | Match Funds     | Total            |
| External Evaluation (4% of budget) \$80,000 x 3 years   | \$240,000        | \$0             | \$240,000        |
| 0.2 FTE Director of Evaluation & Learning, Dr. Linda Lee @ \$48.98/hr + 23% benefits = \$25,062 x 3 years | \$75,186         | \$0             | \$75,186         |
| 1 FTE Evaluation Associate @ \$25.44/hr x 2080 hrs + 23% benefits = \$65,086 x 3 years                    | \$195,257        | \$0             | \$195,257        |
| Technology & Software Costs   | \$5,000          | \$28,000        | \$33,000         |
| <b>TOTAL (must be at least 5%, but no more than 10% of Total Grant Funds)</b>                             | <b>\$515,443</b> | <b>\$28,000</b> | <b>\$543,443</b> |

#### 7b. Project Evaluation Narrative:

Project evaluation and monitoring will be overseen by Reach Out's Learning and Evaluation Administrator (LEA), Dr. Linda Lee. Under her guidance, the internal evaluation team will monitor project progress and conduct a process evaluation. We will contract with an independent evaluator for outcome evaluation. The independent evaluator will have at least 5 years of experience in program evaluation and will be selected through an informal bidding process. During project start-up, LEA will work closely with the independent evaluator to develop a comprehensive local evaluation plan, create data collection tools and protocols, train staff on those protocols, and support staff with community-led needs assessments. Throughout the project, internal evaluation team will collect performance and process data (e.g., service delivery statistics, participant feedback) and independent evaluator will collect outcome data (e.g., behavioral and attitudinal changes, community-level crime outcomes). Independent evaluator will receive process evaluation data from the internal evaluation team to analyze the mechanisms through which expected outcomes are achieved. Match is for data platforms that are in addition to the \$5,000 listed

#### 8a. Financial Audit (must not exceed \$25,000 in Grant Funds)

| Description  | Calculation for Expense | Grant Funds | Match Funds | Total      |
|--|-------------------------|-------------|-------------|------------|
| included in indirect rate                              |                         | \$0         | \$0         | \$0        |
|  |                         | \$0         | \$0         | \$0        |
| <b>TOTAL (must not exceed \$25,000 in Grant Funds)</b> |                         | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b> |

#### 8b. Financial Audit Narrative:

Reach Out's auditing costs are included in the indirect rate.

#### 9a. Other (Travel, Training, etc.)

| Description  | Calculation for Expense   | Grant Funds      | Match Funds      | Total            |
|--|---|------------------|------------------|------------------|
| Staff Mileage  | 19 staff @200/month x 36 month  | \$136,800        | \$0              | \$136,800        |
| Travel - 2 required 1-day meetings in Sacramento with Outside Evaluator                            | 6 Project Staff plus 1 outside evaluator - required trips to Sacramento - flights plus 1 night hotel room   | \$7,350          | \$0              | \$7,350          |
| Rent (Resource Center \$5,000/month)   | Rent expense for approximately 3000 sq. ft. @ \$1.65/sq ft.   | \$180,000        | \$0              | \$180,000        |
| Rent   | Jurupa Valley Office - \$3,000/month  |                  | \$108,000        | \$108,000        |
| Staff cell phone/internet reimbursement allocation per month 20 FTE's x \$50 per month x 36 months | reimbursement allocation per month 20 FTE's x \$50 per month x 36 months  | \$36,000         |                  | \$36,000         |
| ARC GIS mapping software   | 3 year annual subscription \$4,500 year x 3 years   | \$13,500         |                  | \$13,500         |
| Resource Center telephony/internet   | \$800/month x 36 months   | \$28,800         | \$0              | \$28,800         |
| IT infrastructure for Resource/training center and Reach Out office                                | servers, internet and data storage, cable drops, installs for Resource Center<br>Match is for infrastructure at Reach Out office which is housing grant staff | \$35,000         | \$40,000         | \$75,000         |
| Resource Center utilities & services. Match: Reach Out office                                      | electric/gas - \$800/month x 36 months;<br>cleaning/maintenance - \$550/month x 36 months   | \$48,600         | \$19,800         | \$68,400         |
| <b>TOTAL</b>   |   | <b>\$486,050</b> | <b>\$167,800</b> | <b>\$653,850</b> |

#### 9b. Other (Travel, Training, etc.) Narrative:

Staff mileage is at the federal IRS mileage reimbursement rate, and is for staff who may be driving to meeting with clients, attend trainings, do partnership building, and gathering community input. Travel is only for the Sacramento trainings for 6 staff and 1 outside evaluator at a cost of round trip flights @ \$250, and 1 night of hotel for \$225 per night for the 2 required trainings. Rent is for the Resource/training center, projected to be approximately \$5,000 per month pending funding and identification of an appropriate location. All staff at Reach Out receive reimbursement each month of approximately \$50 per full time person to cover their cell phone and internet charges, especially during the pandemic and for employees based in the field.

The ArcGIS mapping software subscription at the nonprofit rate is \$4,500 and will be used for all 3 years to develop data maps and overlays that show hotspots, demonstrate project areas, and show progress over time during the project period. Resource Center telephony/internet reflects the costs for staff and community members to have access to phones and high speed internet. IT infrastructure is for internet connectivity, cable drops, data storage, etc. at the Resource/ Training center. Utilities for the Resource/Training Center are approximated at electric/gas - \$800/month x 36 months; cleaning/maintenance - \$550/month x 36 months.

#### 10a. Indirect Costs

| Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:  | Grant Funds      | Match Funds | Total            |
|--|------------------|-------------|------------------|
| 1) Indirect costs will be charged as 10% of total direct salaries and wages:   | \$279,582        | \$0         | \$279,582        |
| <i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>  | <i>\$288,081</i> |             |                  |
| 2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment):  | \$0              | \$0         | \$0              |
| <i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>  | <i>\$279,582</i> |             |                  |
| <i>Regardless of which option is chosen, if the amount entered in the Grant Funds column turns red, adjust it to not exceed the maximum noted just below it: TOTAL</i> | <b>\$279,582</b> | <b>\$0</b>  | <b>\$279,582</b> |

#### 10b. Indirect Costs Narrative:

Reach Out's federally negotiated indirect rate is 19.6%, so the 10% rate allowed here is well contained with our federally approved rate.



## APPENDIX A: CaVIP EXECUTIVE STEERING COMMITTEE ROSTER

CaVIP Executive Steering Committee - Grant Cycle from July 1, 2022 to December 31, 2025

|    | Name                    | Title & Organizational Affiliation   | From           |
|----|-------------------------|--|----------------|
| 1  | Chief Andy Mills, Chair | Chief of Police, City of Palm Springs & Board Member, BSCC                                 | Palm Springs   |
| 2  | Stephen Lindley         | Teacher, Lee V. Pollard High School  | San Diego      |
| 3  | Tina Curiel-Allen       | Cal Crew Program Manager, Five Keys  | Central Valley |
| 4  | Natasha Mejia           | Policy Analyst, National Institute for Criminal Justice Reform                             | Oakland        |
| 5  | Tina Rodriguez          | Statewide Manager, Californians for Safety and Justice                                     | Central Valley |
| 6  | Mike McLively           | Senior Staff Attorney, Gifford Law Center to Prevent Gun Violence                          | San Francisco  |
| 7  | Gaynorann Siataga       | Community Advocate, All Islanders Gather as One  | San Francisco  |
| 8  | Saun Hough              | CA Partnership Manager, Californians for Safety and Justice                                | Los Angeles    |
| 9  | Mark Slaughter          | Supervising Attorney, Sacramento County Public Defender's Office                           | Sacramento     |
| 10 | Jackie Reed             | CEO, Women Initiating Success Envisioned Inc.  | San Diego      |
| 11 | Jessie Leavitt          | Policy Analyst, State Bar of California & Senior corporate Counsel, NetScout Systems, Inc. | Oakland        |
| 12 | Tim Kornegay            | Director, LiveFree California  | Los Angeles    |
| 13 | Mary Roberts            | State of CA Retiree, Administrative Office of the Courts                                   | Oakland        |
| 14 | Mona Cadena             | Advocacy Director, Equal Justice USA   | San Francisco  |
| 15 | Amir Chapel             | Policy Analyst, National Institute for Criminal Justice Reform                             | Marina         |
| 16 | Keith Baker             | Research Analyst/Co-Leader, Los Angeles County Department of Public Health                 | Los Angeles    |

## **APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Funds**

The California Violence Intervention and Prevention (CalVIP) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CalVIP funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives CalVIP grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the CalVIP grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Employ persons or volunteers that have a minimum of three (3) years of combined experience in implementing violence reduction strategies and have implemented these strategies within the past five (5) years;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California. (An agent for service of process with a California address is insufficient.)

Provide your agency name and in the table list information for all contracted parties.


**Grantee:** Reach Out

| Name of Contracted Party                  | Address                                     | Email / Phone                               | Meets All Requirements  |
|---|---|---|---|
| Carolyn E. Wylie Center                   | 4164 Brockton Ave<br>Riverside, CA 92501    | pleal@wyliecenter.org<br>951.683.5193       | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Queen of Hearts Therapeutic Riding Center | 6407 Dana Avenue<br>Jurupa Valley, CA 91752 | info@queenofheartsranch.com<br>951-734-6300 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
|   |   |   | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
|   |   |   | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
|   |   |   | Yes <input type="checkbox"/> No <input type="checkbox"/>            |

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the 2021 CalVIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

| AUTHORIZED SIGNATURE<br>(This document must be signed by the person who is authorized to sign the Grant Agreement.) |                             |                   |                                  |
|---|-----------------------------|-------------------|----------------------------------|
| NAME OF AUTHORIZED OFFICER<br>Diana Fox   | TITLE<br>Executive Director |                   | TELEPHONE NUMBER<br>909.982.8641 |
| STREET ADDRESS<br>1126 W. Foothill Blvd., Suite 250   | CITY<br>Upland              | STATE<br>CA       | ZIP CODE<br>91786                |
| EMAIL ADDRESS<br>diana@we-reachout.org  |                             |                   |                                  |
| SIGNATURE<br>X                   |                             | DATE<br>7/19/2022 |                                  |

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** JANUARY 18, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 14.B

**APPOINTMENT OF CITY DELEGATE FOR THE 2024 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) ANNUAL REGIONAL CONFERENCE AND GENERAL ASSEMBLY**

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### **RECOMMENDATION**

- 1) That the City Council select a Delegate and Alternate for the SCAG General Assembly meeting on Thursday, May 2 - Friday, May 3, 2024 at the JW Marriott Desert Springs Resort in Palm Desert, California.

### **BACKGROUND**

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

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

### **ANALYSIS**

Each city/county delegate to SCAG's General Assembly will also have an opportunity to bring any policy matter, in the form of a proposed resolution or proposed SCAG bylaw revision, before the General Assembly for determination. The deadline to submit proposed resolutions and/or SCAG bylaw revisions is 5:00 p.m., Friday, February 2, 2024. All proposed resolutions and/or bylaw revisions will be reviewed by SCAG's Bylaws and



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

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


## FINANCIAL IMPACT

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

## ALTERNATIVES

1. Not select a Delegate or Alternate to attend the 2024 SCAG General Assembly.

Prepared by:



Victoria Wasko  
City Clerk

Submitted by:



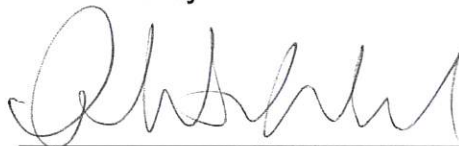
Rod B. Butler  
City Manager

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Michael Flad  
Assistant City Manager

Reviewed by:



Peter M. Thorson  
City Attorney



**Attachments:**

1. Email from Jonna Hart, Southern California Association of Governments

## Vicki Wasko

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**From:** Jonna Hart <hart@scag.ca.gov>  
**Sent:** Friday, December 8, 2023 11:05 AM  
**To:** Vicki Wasko  
**Cc:** CityClerk-WebContact  
**Subject:** SCAG: Request for Delegate/Alternate Information for the Annual General Assembly on May 2, 2024

Dear City and County Clerks,

In anticipation of the Annual General Assembly on May 2, 2024, the Southern California Association of Governments (SCAG) is working to confirm the Delegate and Alternate Representatives from your city/county in the SCAG region, as well as to determine if there are any policy proposals for review.

### SCAG's 2024 General Assembly

**Date:** Thursday, May 2, 2024

**Time:** TBD

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

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

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

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

**The deadline to submit proposed resolutions and/or SCAG bylaw revisions is 5:00 p.m., Friday, February 2, 2024.** All proposed resolutions and/or bylaw revisions will be reviewed by SCAG's Bylaws and Resolutions Committee and the Regional Council before being considered at the General Assembly business meeting.

Thank you for your attention and cooperation!

Best,



**Jonna Hart, MPA**

Senior Administrative Assistant

Tel: (213) 630-1520

[hart@scag.ca.gov](mailto:hart@scag.ca.gov)

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

