



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

**Thursday, March 5, 2020**

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

**Regular Session: 7:00 p.m.**

**City Council Chamber**

**8930 Limonite Avenue, Jurupa Valley, CA 92509**

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

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

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

- B. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.** The City Council will meet in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: *Application of Southern California Edison Company (U-238-E) for a Certificate of Public Convenience and Necessity to Construct the Riverside Transmission Reliability Project*, California Public Utilities Commission Case No. A.15-04-013.

- C. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION.** The City Council will meet in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(2) with respect to one matter of potential litigation. The City Attorney has advised the Council that, in his opinion, a point has been reached in which there is a significant exposure to litigation involving the City based on existing facts and circumstances: On December 5, 2019, the City Council introduced Ordinance No. 2019-

21 that would prohibit certain conduct on public property, including prohibiting camping, living in vehicles, hindering free passage of pedestrians, and bodily functions, and regulating the storage and removal of personal property on public property; on December 19, 2019, Desiree Sanchez of the American Civil Liberties Union of Southern California appeared before the City Council at a public meeting and stated that the ACLU believed the proposed ordinance violated the US Constitution and that the City would be sued in State or Federal court if it adopts the proposed Ordinance; on January 23, 2020 Council Member Chris Barajas, City Manager Rod Butler, Sheriff's Lieutenant Danny Young, and Deputy City Attorney Brendan Kearns met with Ms. Sanchez and ACLU attorneys Tiffany Bailey and (via teleconference) Adrienna Wong to discuss the proposed ordinance; at that meeting Ms. Wong stated that the ACLU believed the proposed ordinance violated the US Constitution and that the ACLU would sue the City to invalidate the proposed ordinance should it be adopted as introduced.

**2. RECONVENE IN OPEN SESSION**

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

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

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

**4. INVOCATION**

**5. PLEDGE OF ALLEGIANCE**

**6. APPROVAL OF AGENDA**

**7. PRESENTATIONS**

**A. UPDATE ON JURUPA AREA RECREATION AND PARK DISTRICT PROJECTS AND PROGRAMS – PRESENTED BY COLBY DIUGUID, GENERAL MANAGER**

**B. UPDATE ON THE WESTERN COMMUNITY ENERGY PROGRAM – PRESENTED BY TYLER MASTERS, PROGRAM MANAGER, WESTERN COMMUNITY ENERGY**

**8. PUBLIC APPEARANCE/COMMENTS**

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

9. INTRODUCTION, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS
10. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS
  - A. MAYOR ANTHONY KELLY, JR.
    1. UPDATE ON THE RIVERSIDE TRANSIT AGENCY BOARD MEETING OF MARCH 4, 2020
  - B. MAYOR PRO TEM LORENA BARAJAS
    1. UPDATE ON THE WESTERN RIVERSIDE COUNTY – REGIONAL CONSERVATION AGENCY MEETING OF MARCH 2, 2020
  - C. COUNCIL MEMBER BRIAN BERKSON
    1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION – WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE MEETING OF FEBRUARY 24, 2020
  - D. COUNCIL MEMBER MICHAEL GOODLAND
    1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE MEETING OF MARCH 2, 2020
    2. UPDATE ON THE HEALTHY JURUPA VALLEY COMMUNITY MEETING OF MARCH 3, 2020
11. CITY MANAGER'S UPDATE

**12. APPROVAL OF MINUTES**

**A. FEBRUARY 20, 2020 REGULAR MEETING**

**13. CONSENT CALENDAR (COMMENTS ON CONSENT AGENDA TAKEN HERE)**

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

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

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

**B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$ 7,794,120.54**

Requested Action: That the City Council ratify the check registers dated February 13 and 20, 2020 as well as the payroll register dated January 25 and February 22, 2020.

**C. AWARD OF CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR THE 2019-2020 – COMMUNITY DEVELOPMENT BLOCK GRANT – PONTIAC AVENUE NEIGHBORHOOD PAVEMENT REHABILITATION, CIP PROJECT NO. 19105**

1. Requested Action: That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of \$505,000 for the 2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation Project (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report and in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
3. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

**D. AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES WITH SOFTSCAPES CORPORATION FOR THE SPECIAL DISTRICT LANDSCAPING SERVICES**

1. Requested Action: That the City Council approve and authorize the City Manager to amend an Agreement for Special District Landscaping Services between the City of Jurupa Valley and Softscapes Corporation within the

L&LMD and CFD areas throughout the City, commencing on March 5, 2020 and terminating on June 30, 2020; and

2. That the City Council authorize total additional expenditures to Softscapes Corporation in an amount not to exceed \$1,290,109.

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

**15. PUBLIC HEARINGS**

**16. COUNCIL BUSINESS**

**A. APPROVAL OF NEW STAFF POSTIONS, (PRINCIPAL ACCOUNTANT AND ACCOUNTANT I, AND ADVERTISING COSTS**

1. Requested Action: That the City Council approve the creation of two (2) new positions, (Principal Account and Accountant I, Job Descriptions and Salary Ranges;
2. Appropriate three (3) month's salary to provide for the positions to be filled;
3. Authorize \$2,000 in recruitment advertising costs to be used as necessary.

**B. DISCUSSION OF A ZONING CODE AMENDMENT TO REVISE MULTI-FAMILY PARKING STANDARDS**

Requested Action: That the City Council receive a staff presentation regarding multi-family parking standards and initiate a zoning code amendment, give direction to staff and refer the issue to the Planning Commission for additional study, hearings and recommendations.

**C. DISCUSSION OF CELEBRATION COMMITTEE AND GOALS (REQUESTED BY MAYOR ANTHONY KELLY) (ORAL REPORT)**

Requested Action: That the City Council discuss this item and provide additional direction to staff.

**17. CITY ATTORNEY'S REPORT**

**18. COUNCIL MEMBER REPORTS AND COMMENTS**

**19. ADJOURNMENT**

Adjourn to the Regular Meeting of March 19, 2020 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  
February 20, 2020**

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

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

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the closed session meeting to order at 6:00 p.m.

**2. CLOSED SESSION**

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

There were no public comments regarding the closed session item.

- B. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.** The City Council met in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: Application of Southern California Edison Company (U-238-E) for a Certificate of Public Convenience and Necessity to Construct the Riverside Transmission Reliability Project, California Public Utilities Commission Case No. A.15-04-013.

**3. 7:00 P.M. - RECONVENE IN OPEN SESSION**

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

Mayor Kelly announced that there were no reportable actions taken.

**4. 7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION**

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the regular meeting to order at 7:06 p.m.

5. **INVOCATION** was led by Pastor Kermit R. Perry, from 3Ps Christian Ministries.
6. **PLEDGE OF ALLEGIANCE** was given by Mayor Pro Tem Lorena Barajas.
7. **APPROVAL OF AGENDA**

**A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Agenda.**

<b>Ayes:</b>	<b>C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly</b>
<b>Noes:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>

## **8. PRESENTATIONS**

### **A. PRESENTATION ON HOMELESSNESS SERVICES - PROVIDED BY PATH OF LIFE MINISTRIES**

Leonard Jarman gave a presentation on Path of Life Ministries and their outreach services.

### **B. PRESENTATION BY A-1 SKYVERAIDER FOUNDATION**

Mayor Kelly announced that this presentation will be re-scheduled for a later date due to a scheduling conflict.

## **9. PUBLIC APPEARANCE/COMMENT**

Betty Anderson stated that she had requested that the February 6, 2020 Council meeting be adjourned in memory of Arnold Rodriguez, noting that it was not reflected in the Minutes. She discussed comments made at the last Council meeting and stated that she did not appreciate the comments made that the Jurupa Community Services District was taking too long to get their waterline project finished on Granite Hill Drive.

Mayor Anthony Kelly stated that the meeting was adjourned in memory of Mr. Rodriguez right after closed session. He promised that the Minutes will reflect this information.

Wes Klein stated that he holds a retail cannabis license and a cultivation license issued by the Bureau of Cannabis Control. He stated that there are no radius restrictions for youth centers and daycare centers and he would like assurance that City staff are following the law that was voted on by Jurupa's citizens. He requested reassurance that there will be no additional radius restrictions that include daycare centers or youth centers.

Manuel Rodriguez stated that since 2005 he has been an owner/operator. He asked for assistance in dealing with a citation he received that was based on a complaint that he stores a truck on his property.

Mayor Kelly asked City staff to follow up with Mr. Rodriguez.

William Cassida questioned whether the City Council has any input on the Jurupa Community Services District and their plans to increase water rates.

Carole Schiessel voiced concern that there is a homeless individual camped out in front of the City's animal shelter. She was informed that "he has the right of way" and nothing can be done to remove this individual. She voiced concern that this person is taking precedence over taxpayers and people trying to use the sidewalk. She suggested that the Council form a coalition of nearby public agencies to petition the legislature for a change in this law as it is becoming untenable.

Colin Markovich, representing Assembly Member Sabrina Cervantes reported on a very successful Census Education and Job Recruitment Fair. He noted 15 people completed applications to be a Census Worker. He expressed appreciation for the cooperation of the City and all the local partners to ensure this event was a success. He announced a "Cash for College" Workshop will be held on February 27, 2020 from 6:00 pm to 8:00 pm at the Corona Norco Unified School District Parent Center.

Mayor Kelly read a Speaker Card from Scott Cates, expressing his appreciation to the City Council for a thriving and successful city.

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

Council Member Brian Berkson thanked the Riverside County Sheriff's Department for their quick apprehension of the suspects who were stealing circuit breakers in the Granite Ridge community. He announced that the final decision for the Riverside Transmission Reliability Project and Alternative 1 underground scenario will be made by the California Public Utilities Commission at their February 27, 2020 meeting.

Council Member Micheal Goodland read the following quote by Helen Keller: "Hope sees the invisible, feels the intangible, and achieves the impossible."

Mayor Pro Tem Lorena Barajas thanked everyone for attending tonight's meeting.

Mayor Anthony Kelly welcomed everyone to tonight's meeting.

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

**A. MAYOR ANTHONY KELLY, JR.**

- 1. Mayor Anthony Kelly gave an update on the Northwest Transportation Now Coalition meeting of February 13, 2020.**

2. **Mayor Anthony Kelly gave an update on the Northwest Mosquito and Vector Control District meeting of February 20, 2020.**

**B. COUNCIL MEMBER CHRIS BARAJAS**

1. **Council Member Barajas gave an update on the Western Community Energy Board of Directors meeting of February 12, 2020.**

**C. COUNCIL MEMBER BRIAN BERKSON**

1. **Council Member Berkson announced that the Mobile Source Air Pollution Reduction Review Committee meeting of February 20, 2020 was cancelled.**

**12. CITY MANAGER'S UPDATE**

**A. UPDATE ON GRANITE HILL PAVEMENT REHABILITATION**

City Manager Rod Butler reported on the status of the pavement rehabilitation on Granite Hill and the City's design which will accommodate the timing of the Jurupa Community Service District's pipeline project. He noted that the City and JCSD will enter into a Memorandum of Understanding in order to confirm the amount of pavement the JCSD will be responsible for. He complimented the City's Public Works Department, MCE, and West Coast Arborists for their efforts in dealing with dozens of downed trees when the City was battered by high winds last week.

**13. APPROVAL OF MINUTES**

**A. FEBRUARY 6, 2020 REGULAR MEETING**

**A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Lorena Barajas, to approve the Minutes of the February 6, 2020 Regular meeting to reflect that the meeting was adjourned in memory of Arnold Rodriguez and William Stanley "Slim" Harts.**

**Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly**  
**Noes: None**  
**Absent: None**

**14. CONSENT CALENDAR**

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

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

**B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$1,933,956.55**

Requested Action: That the City Council ratify the check registers dated January 30, and February 6, 2020 as well as the payroll register dated January 31 and February 8, 2020.

**C. ORDINANCE NO. 2020-01 – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-01, entitled:

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING DEVELOPMENT STANDARDS FOR CERTAIN MULTIPLE FAMILY DWELLING PROJECTS, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES**

**D. ORDINANCE NO. 2020-02**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-02, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO PERMIT REDUCTION OF DOG LICENSING FEES WHERE THE TERM OF THE DOG LICENSE IS ADJUSTED TO MATCH THE EXPIRATION OF THE VACCINATION**

**E. APPROVAL OF AGREEMENT BETWEEN RUBIDOUX COMMERCIAL DEVELOPMENT, INC. AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAY LANDSCAPING FOR THE RUBIDOUX COMMERCIAL CENTER LOCATED ON CATERPILLAR COURT NORTH OF 20<sup>TH</sup> STREET**

1. Requested Action: That the City Council approve the agreement between Rubidoux Commercial Development, Inc., and the City of Jurupa Valley for maintenance of parkway landscaping, and
2. Authorize the City Manager to execute the agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

**F. AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE HDL COMPANIES FOR COMPREHENSIVE ECONOMIC DEVELOPMENT SUPPORT SERVICES REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION**

Requested Action: That the City Council authorize the City Manager to enter into a professional services agreement, in a form approved by the City Attorney, with the HdL Companies of Brea, California for comprehensive economic development support services in an initial amount not-to-exceed \$65,000 per year.

**A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to approve the Consent Calendar, with the exception of Item Nos. 14.C and 14.F, which were removed for further discussion.**

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly  
Noes: None  
Absent: None

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

**14.C ORDINANCE NO. 2020-01**

Council Member Chris Barajas requested that Item No. 14.C be removed from the Consent Calendar for further discussion. He asked to review the parking requirements to ensure the Council is protecting its residents while also accommodating the intent of SB 35.

Following discussion, there was a consensus by the Council that the parking standards be brought back for discussion at the March 5, 2020 meeting.

**A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to adopt Ordinance No. 2020-01, entitled:**

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING DEVELOPMENT STANDARDS FOR CERTAIN MULTIPLE FAMILY DWELLING PROJECTS, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES**

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly  
Noes: None  
Absent: None

**14.F AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE HDL COMPANIES FOR COMPREHENSIVE ECONOMIC DEVELOPMENT SUPPORT SERVICES**

Mayor Pro Tem Lorena Barajas requested that Item No. 14.C be removed from the Consent Calendar for further discussion. She asked for clarification regarding the scope of work and whether the contract would come back to Council if more support is needed that would exceed the original cost.

City Manager Rod Butler provided additional information and responded to Council's questions.

Council Member Chris Barajas stated that he would prefer to have a full-time position as it could actually provide a cost savings benefit and would provide a more responsive and engaged employee.

Council Member Brian Berkson discussed Council's prior direction that there needs to be an Economic Development Manager that is a full-time city staff member. He stated that he could not support another consultant as there should be a dedicated position that is focused on what the City needs.

Further discussion followed regarding the financial impact of the new position.

At the request of Council Member Micheal Goodland, City Manager Rod Butler explained the recruitment process and timing involved to hire a full-time person.

Council Member Micheal Goodland stated that he would prefer to take the time to do the proper research and due diligence to ensure the right person with the right vision is hired.

**A motion was made by Council Member Micheal Goodland, seconded by Mayor Anthony Kelly, to authorize the City Manager to enter into a professional services agreement, in a form approved by the City Attorney, with the HdL Companies of Brea, California for comprehensive economic development support services in an initial amount not-to-exceed \$65,000 per year.**

**Ayes: M. Goodland, A. Kelly**  
**Noes: C. Barajas, L. Barajas, B. Berkson,**  
**Absent: None**  
**MOTION FAILED**

## 16. PUBLIC HEARINGS

### A. PUBLIC HEARING TO CONSIDER AN APPEAL (MA19185) OF THE DECISION OF THE PLANNING COMMISSION TO (1) APPROVE SITE DEVELOPMENT PERMIT NO. 19077 TO CONSTRUCT A SHOPPING CENTER LOCATED AT 8250 MISSION BOULEVARD (MA19161) AND (2) DENY A ONE-YEAR EXTENSION OF TIME FOR TENTATIVE PARCEL MAP (TPM) NO. 36977 (MA19134) FOR A SHOPPING CENTER LOCATED AT 8250 MISSION BOULEVARD (APN: 171-260-013)

Thomas Merrell, Planning Director, presented the staff report.

Further discussion followed regarding the timing of the appeal.

Mayor Kelly opened the public hearing and called for any public comments.

Toni Merrihew, Chandi Group/Limonite C&C, LLC (Appellant) provided an overview of the entitlement process for their project located at 8250 Mission Boulevard. She provided a timeline of when the Tentative Parcel Map expired and explained the difficulty and added expenses to submit a new map as the financing for their project requires them to parcel out their property. She asked that the Council consider their appeal so they can obtain the financing to finish their project.

Dan Olivier, Nethery, Mueller, & Olivier, LLP, representing Limonite C&C, LLC outlined his legal position as to why the Tentative Parcel Map could be extended after the date of the expiration of the Map.

Jerry Zomarodian, representing Chandi Group/Limonite C&C, LLC (Appellant), stated that they have spent a lot of capital to bring this project forward. He stated that although it is their right, they have no plans to sell the property. He urged the Council to create a business friendly atmosphere and approve the appeal.

Further discussion followed regarding the timeline of their request for an extension.

Council Member Chris Barajas stated that the gas station was built fairly quickly and then everything else stayed vacant.

Jerry Zomarodian, representing Chandi Group/Limonite C&C, LLC discussed the challenges in making the improvements for their project. He stated that they should be able to finish the shopping center within the next six months.

Council Member Brian Berkson asked about the developer's plan check status, noting that the developer failed to follow through on their promises to fill their entire parcels with what was promised to the City and its residents. He stated that he understands the developer is committed to finishing this project within the next six months and he would support allowing them to move forward.

George Wentz, Deputy City Manager provided information on the status of the developer's building permits.

Further discussion followed.

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

City Attorney Peter Thorson clarified the new date to finalize the map if the Council were to approve the extension of time.

Mayor Pro Tem Lorena Barajas asked the appellant to explain their construction schedule, should the Council approve the extension of time.

Toni Merrihew, Chandi Group/Limonite C&C, LLC (Appellant) stated that they can move fairly quickly as their construction team is ready to mobilize.

Further discussion followed.

**A motion was made by Council Member Brian Berkson, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2020-09, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA: (1) SUSTAINING THE PLANNING COMMISSION'S DETERMINATION OF NO FURTHER CEQA REVIEW REQUIRED AND APPROVAL OF SITE DEVELOPMENT PERMIT NO. 19077 TO CONSTRUCT A SHOPPING CENTER ON REAL PROPERTY LOCATED AT 8250 MISSION BOULEVARD (APN: 171-260-013) IN THE GENERAL COMMERCIAL (C-1/C-P) ZONE AND PLANNING COMMISSION'S DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15270(A); (2) APPROVING A ONE-YEAR EXTENSION OF TIME TO JUNE 22, 2020 FOR TENTATIVE PARCEL MAP NO. 36977 FOR A SCHEDULE "E" SUBDIVISION OF APPROXIMATELY 4.44 ACRES OF REAL PROPERTY LOCATED AT 8250 MISSION BOULEVARD (APN: 171-260-013) IN THE GENERAL COMMERCIAL (C-1/C-P) ZONE; AND (3) APPROVING SITE DEVELOPMENT PERMIT NO. 19077 TO CONSTRUCT A SHOPPING CENTER LOCATED AT 8250 MISSION BOULEVARD (APN: 171-260-013) IN THE GENERAL COMMERCIAL (C-1/C-P) ZONE**

**Ayes: L. Barajas, B. Berkson, M. Goodland, A. Kelly**  
**Noes: C. Barajas**  
**Absent: None**

**17. COUNCIL BUSINESS**

**A. CONSIDERATION OF CITY COUNCIL ATTENDANCE AT THE 2020 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE AND GENERAL ASSEMBLY**

City Clerk Victoria Wasko presented the staff report.

Further discussion followed.

**By consensus, the City Council appointed Council Member Brian Berkson as the Delegate and Mayor Pro Tem Lorena Barajas as the Alternate for the SCAG General Assembly, which will be held May 7 - 8, 2020 at the JW Marriott Desert Springs Resort in Palm Desert, CA.**

**Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly**  
**Noes: None**  
**Absent: None**

**18. CITY ATTORNEY'S REPORT**

City Attorney Peter Thorson had no report.

**19. COUNCIL MEMBER REPORTS AND COMMENTS**

**20. ADJOURNMENT**

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 10:10 p.m.

The next meeting of the Jurupa Valley City Council will be held March 5, 2020 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:** MARCH 5, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

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

**CHECK REGISTERS**

---

### **RECOMMENDATION**

That the City Council ratify the check registers dated February 13 and 20, 2020 as well as the payroll register dated January 25 and February 22, 2020.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2019-20 Budget was adopted on June 6, 2019. 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.

### **OTHER INFORMATION**

None.

### **FINANCIAL IMPACT**

Check registers:

02/13/20	\$ 6,288,040.25
02/20/20	\$ 1,404,385.30

Payroll register:

01/25/20	\$ 51,485.25
----------	--------------

02/22/20      \$    50,209.74

TOTAL        \$ 7,794,120.54

## ALTERNATIVES

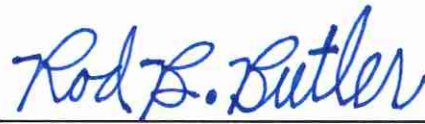
1. Not ratify the attached check registers.

Prepared by:



Connie Cardenas  
Administrative Services Director

Submitted by:



Rod B. Butler  
City Manager

## Attachments:

1. Check registers dated February 13 and 20, 2020.
2. Payroll Register dated January 25 and February 22, 2020.

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
12891	2/13/2020	00406	AT&T MOBILITY	287277933929x(	1/22/2020	JAN 2020 CELL SERVICE 12/2	946.23	946.23
	Voucher:							
12892	2/13/2020	01682	AUTOMATED GATE SERVICES	141149	1/29/2020	REPAIR CITY HALL VEHICLE :	6,325.00	6,325.00
	Voucher:							
12893	2/13/2020	00376	CALTRANS	SL200537	1/14/2020	OCT-DEC 2019 SIGNALS & LI	10,622.98	10,622.98
	Voucher:							
12894	2/13/2020	01769	CITY OF RIALTO	20-0283	1/24/2020	JUL- SEP 2019 SHARED TRAF	91.96	91.96
	Voucher:							
12895	2/13/2020	00196	CIVIC SOLUTIONS, INC	020620	2/5/2020	JAN 2020 PROF SERVICES	147,650.00	147,650.00
	Voucher:							
12896	2/13/2020	01359	COUNTY OF RIVERSIDE, AUD	020520	2/5/2020	REVENUE NEUTRALITY PAYM	5,374,890.00	5,374,890.00
	Voucher:							
12897	2/13/2020	00015	EDISON - SOUTHERN CALIFO	2-38-499-8514	2/5/2020	STREET LIGHT ELECTRIC	9,828.97	
	Voucher:							
			2-39-045-9410	2/5/2020	CFD 2013-001 LIGHT ELECTR	1,311.78		
			2-39-045-7315	2/5/2020	CFD 2014-001 LIGHT ELECTR	561.58		
			2-38-508-0064	2/5/2020	PUMP STATION ELECTRIC	136.70		
			2-42-223-8170	2/5/2020	STREET LIGHT ELECTRIC (H	57.54		
			2-38-507-9140	2/5/2020	PUMP STATION ELECTRIC	36.21		
			2-35-433-9533	2/5/2020	STREET LIGHT ELECTRIC	35.92		
			2-38-508-0296	2/5/2020	PUMP STATION ELECTRIC	28.63		
			2-38-507-9033	2/5/2020	PUMP STATION ELECTRIC	28.57		
			2-38-707-4222	2/5/2020	STREET LIGHT ELECTRIC	15.55		
			2-38-506-3094	2/5/2020	STREET LIGHT ELECTRIC	14.67		
			2-38-508-0510	2/5/2020	STREET LIGHT ELECTRIC	14.03		
			2-38-507-8951	2/5/2020	PUMP STATION ELECTRIC	12.53		
			2-38-508-0403	2/5/2020	PUMP STATION ELECTRIC	12.17		
			2-35-433-9731	2/5/2020	PUMP STATION ELECTRIC	12.10		
			2-38-507-8829	2/5/2020	STREET LIGHT ELECTRIC	11.64		
			2-38-507-8886	2/5/2020	STREET LIGHT ELECTRIC	11.64		
			2-38-508-0486	2/5/2020	PUMP STATION ELECTRIC	11.64		
			2-38-983-2460	2/4/2020	STREET LIGHT ELECTRIC	11.64		
			2-38-507-8548	2/5/2020	STREET LIGHT ELECTRIC	11.58		
			2-38-507-8662	2/5/2020	STREET LIGHT ELECTRIC	11.50		
			2-38-507-8720	2/5/2020	STREET LIGHT ELECTRIC	11.50		

Bank : chase CHASE BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
			2-38-507-9793	2/5/2020	STREET LIGHT ELECTRIC	11.50	
			2-38-508-0692	2/5/2020	STREET LIGHT ELECTRIC	11.50	
			2-38-507-8696	2/5/2020	STREET LIGHT ELECTRIC	11.40	
			2-38-507-8365	2/5/2020	STREET LIGHT ELECTRIC	11.37	
			2-42-223-8261	2/5/2020	STREET LIGHT ELECTRIC (H,	11.10	
			2-38-508-0585	2/5/2020	PUMP STATION ELECTRIC	11.01	
			2-38-507-8514	2/5/2020	STREET LIGHT ELECTRIC	10.94	
			2-38-507-8571	2/5/2020	STREET LIGHT ELECTRIC	10.94	
			2-38-507-8308	2/5/2020	PUMP STATION ELECTRIC	10.94	
			2-38-507-8217	2/5/2020	PUMP STATION ELECTRIC	10.80	
			2-38-507-8258	2/5/2020	PUMP STATION ELECTRIC	10.80	
			2-38-507-8324	2/5/2020	PUMP STATION ELECTRIC	10.80	12,321.19

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
12898	2/13/2020	00015	EDISON - SOUTHERN CALIFOR	2-38-499-7185	2/6/2020	STREET LIGHT ELECTRIC	859.16
	Voucher:		2-33-840-4775	2/6/2020	STREET LIGHT ELECTRIC	488.35	
			2-38-467-0477	2/6/2020	CDF 14-002 STREET LIGHT E	410.08	
			2-38-500-0898	2/6/2020	STREET LIGHT ELECTRIC	381.92	
			2-33-840-6655	2/6/2020	STREET LIGHT ELECTRIC	268.35	
			2-38-499-9512	2/6/2020	STREET LIGHT ELECTRIC	218.88	
			2-38-500-1482	2/6/2020	STREET LIGHT ELECTRIC	184.59	
			2-40-702-6715	2/6/2020	STREET LIGHT ELECTRIC	150.25	
			2-40-778-4933	2/6/2020	CFD14-001 STREET LIGHT EL	150.25	
			2-38-499-9868	2/6/2020	STREET LIGHT ELECTRIC	137.13	
			2-40-777-8042	2/6/2020	STREET LIGHT ELECTRIC	125.27	
			2-38-500-2613	2/6/2020	STREET LIGHT ELECTRIC	101.63	
			2-36-296-0767	2/6/2020	STREET LIGHT ELECTRIC	98.37	
			2-38-467-0402	2/6/2020	CFD 2013-001 STREET LIGHT	85.88	
			2-42-456-0373	2/6/2020	TRAFFIC SIGNAL ELECTRIC	70.42	
			2-38-500-1276	2/6/2020	STREET LIGHT ELECTRIC	68.67	
			2-38-500-2357	2/6/2020	STREET LIGHT ELECTRIC	68.67	
			2-38-500-2506	2/6/2020	STREET LIGHT ELECTRIC	68.67	
			2-39-859-7088	2/6/2020	SIGNAL LIGHT ELECTRIC CH,	51.34	
			2-38-901-7450	2/6/2020	STREET LIGHT ELECTRIC	50.13	
			2-40-721-2992	2/6/2020	STREET LIGHT ELECTRIC	50.05	
			2-41-364-1192	2/5/2020	STREET LIGHT ELECTRIC	47.44	
			2-38-500-0625	2/6/2020	STREET LIGHT ELECTRIC	34.40	
			2-38-500-1078	2/6/2020	STREET LIGHT ELECTRIC	34.32	
			2-38-500-3082	2/6/2020	STREET LIGHT ELECTRIC	34.32	
			2-41-364-0756	2/6/2020	STREET LIGHT ELECTRIC	34.23	
			2-38-500-2852	2/6/2020	STREET LIGHT ELECTRIC	25.07	
			2-38-499-8381	2/6/2020	STREET LIGHT ELECTRIC	24.98	
			2-39-935-7235	2/6/2020	SIGNAL LIGHT ELECTRIC CH,	18.38	
			2-38-499-7938	2/6/2020	STREET LIGHT ELECTRIC	17.19	
			2-40-448-6672	2/6/2020	STREET LIGHT ELECTRIC	17.19	
			2-38-507-9736	2/6/2020	PUMP STATION ELECTRIC	12.57	
			2-39-006-1497	2/6/2020	STREET LIGHT ELECTRIC	12.49	
			2-35-433-9657	2/6/2020	PUMP STATION ELECTRIC	11.89	
			2-38-507-8613	2/6/2020	STREET LIGHT ELECTRIC	10.84	

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
12899	2/13/2020	00015	EDISON - SOUTHERN CALIFORNIA 2-42-245-7010	2/6/2020	SHOPS @ BELLEGRAVE CFD	10.06	4,433.43	
	Voucher:		2-38-272-9663	2/4/2020	TRAFFIC SIGNAL ELECTRIC	7,100.14		
12900	2/13/2020	00015	EDISON - SOUTHERN CALIFORNIA 2-34-593-4541	2/4/2020	CITY HALL ELECTRIC CHARGE	1,504.97	8,605.11	
	Voucher:		2-40-010-3776	2/1/2020	CFD IRR ELECTRICAL CHARGE	102.41	102.41	
12901	2/13/2020	00587	FASTENAL COMPANY CAJUR37806	1/24/2020	PW SUPPLIES-FOLD UTILITY	31.11	31.11	
	Voucher:							
12902	2/13/2020	01040	HDL SOFTWARE, LLC 0027647-IN	2/3/2020	JAN-MARCH 2020 CONTRACT	3,945.05	3,945.05	
	Voucher:							
12903	2/13/2020	00033	HR GREEN 132654	1/24/2020	DEC 2019 PROF SERVICES	571,323.79	571,323.79	
	Voucher:							
12904	2/13/2020	00199	JURUPA COMMUNITY SERVICES 23828-003	2/5/2020	JCSD WATER CHARGES	254.11		
	Voucher:		23875-003	2/5/2020	JCSD WATER CHARGES	238.50		
			23829-003	2/5/2020	JCSD WATER CHARGES	207.28		
			25472-003	2/5/2020	JCSD WATER CHARGES	134.26		
			23343-002	2/5/2020	JCSD WATER CHARGES	82.63		
			23342-003	2/5/2020	JCSD WATER CHARGES	64.79		
			28035-003	2/5/2020	9801 FAIRFOR (IRR)	64.79		
			21933-002	2/5/2020	JCSD WATER CHARGES	64.79		
			40163-003	2/5/2020	IRR WATER CHARGES	64.79	1,175.94	

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
12905	2/13/2020	00199	JURUPA COMMUNITY SERVICE	41542-002	1/29/2020	LLMD WATER CHARGES	230.15	
	Voucher:		15160-002	1/29/2020	WATER & SEWER	221.13		
			21844-002	1/29/2020	LLMD WATER CHARGES	218.43		
			24035-002	1/29/2020	LLMD WATER CHARGES	207.28		
			21576-002	1/29/2020	LLMD WATER CHARGES	207.28		
			21846-002	1/29/2020	LLMD WATER CHARGES	207.28		
			30161-003	1/29/2020	LLMD WATER CHARGES	201.16		
			42271-002	1/29/2020	LLMD WATER CHARGES	132.03		
			30162-003	1/29/2020	LLMD WATER CHARGES	132.03		
			21573-004	1/29/2020	LLMD WATER CHARGES	132.03		
			23830-003	1/29/2020	LLMD WATER CHARGES	132.03		
			30163-003	1/29/2020	LLMD WATER CHARGES	132.03		
			42322-002	1/29/2020	LLMD WATER CHARGES	132.03		
			21574-005	1/29/2020	LLMD WATER CHARGES	116.08		
			42890-002	1/29/2020	LLMD WATER CHARGES	97.36		
			34405-003	1/29/2020	LLMD WATER CHARGES	69.25		
			41535-002	1/29/2020	LLMD WATER CHARGES	64.79		
			30160-003	1/29/2020	LLMD WATER CHARGES	64.79		
			30159-003	1/29/2020	LLMD WATER CHARGES	64.79		
			22280-002	1/29/2020	LLMD WATER CHARGES	64.79		
			21562-002	1/29/2020	LLMD WATER CHARGES	64.79		
			21575-002	1/29/2020	LLMD WATER CHARGES	64.79		
			37986-004	1/29/2020	LLMD WATER CHARGES	64.79		
			43371-002	1/29/2020	LLMD WATER CHARGES	64.79		
			37985-003	1/29/2020	LLMD WATER CHARGES	38.82		
			41478-001	1/29/2020	WATER & SEWER	29.00		3,153.72
12906	2/13/2020	01679	JURUPA UNIFIED SCHOOL DISTRICT	5207	1/30/2020	TREE LIGHTING 2019- COOKI	1,446.00	1,446.00
	Voucher:							
12907	2/13/2020	02124	LIEBERT CASSIDY WHITMORIS	10402	2/3/2020	REGULAR RATE OF PAY TRA	350.00	350.00
	Voucher:							
12908	2/13/2020	02318	LOCKWOOD ANDREWS & NEWMAN	180-10016-000-	1/9/2020	BAIN ST. PAVEMENT REHAB.	6,320.00	6,320.00
	Voucher:							
12909	2/13/2020	01676	MASONS SAW & LAWNMOWERS	526603	2/5/2020	HEDGE TRIMMER	430.96	430.96
	Voucher:							

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
12910	2/13/2020	01369	MCE CORPORATION	2001004	2/1/2020	JAN 2020 STREET & ROW MA	53,762.64
	Voucher:			2001017	2/7/2020	JAN 2020 VACTOR JETTER/SI	5,467.84
				2001005	2/1/2020	JAN 2020 DISPOSED HAZARE	1,254.40
				2001006	2/4/2020	JAN 2020 VARIOUS CALL OUT	398.37
				2001018	2/5/2020	JAN 2020 HOT PATCH MATER	288.61
12911	2/13/2020	00848	MOBILE MODULAR STORAGE	300165960	1/27/2020	FEB 2020 STORAGE CONTAIN	125.10
	Voucher:						61,171.86
							125.10
12912	2/13/2020	00882	NEC FINANCIAL SERVICES, LI	0002281864	1/31/2020	JAN 2020 PHONE SYSTEM & I	1,014.21
	Voucher:						1,014.21
12913	2/13/2020	01517	OFFICE DEPOT, INC	434716855001	1/29/2020	OFFICE SUPPLIES	373.30
	Voucher:			43633034001	1/30/2020	OFFICE SUPPLIES	350.88
				434333086001	1/27/2020	OFFICE SUPPLIES	104.31
				435811017001	1/29/2020	OFFICE SUPPLIES	98.06
				434329744001	1/28/2020	OFFICE SUPPLIES	75.41
12914	2/13/2020	00003	PETTY CASH	21120	2/11/2020	REPLENISH CASH DRAWER-	100.00
	Voucher:			021120	2/11/2020	REPLENISH CASH DRAWER -	21.00
				012720	1/27/2020	REPLENISH CASH DRAWER-	18.31
12915	2/13/2020	01689	PLACEWORKS, INC.	71024	12/31/2019	DEC 2019- CS17003- AGUA M	6,288.00
	Voucher:						139.31
							6,288.00
12916	2/13/2020	01463	RIVERSIDE PERSONNEL, SEF	85336	2/5/2020	STAFFING SVCS WEEKENDIN	1,138.50
	Voucher:						1,138.50
12917	2/13/2020	01516	SANTA FE BUILDING MAINTEN	18258	1/31/2020	JAN 2020 CITY HALL MAINT	3,177.99
	Voucher:						3,177.99
12918	2/13/2020	01706	SOUTHWEST SITE SERVICES	40118	1/31/2020	FEB 2020 PORTABLE RENTAL	911.50
	Voucher:						911.50
12919	2/13/2020	00100	THE GAS COMPANY	11992193976	2/3/2020	JAN 2020 GAS SERVICE	221.60
	Voucher:						221.60
12920	2/13/2020	02302	TOYOTA OF RIVERSIDE	011420	2/5/2020	NEW TOYOTA HIGHLANDER	47,971.35
	Voucher:						47,971.35
12921	2/13/2020	01883	TRAFFIC MANAGEMENT INC.	594158	1/28/2020	TRAFFIC CONTROL SIGNS	10,555.24
	Voucher:						10,555.24
12922	2/13/2020	01991	VACANT PROPERTY SECURITV	PS115781	1/31/2020	JAN 2020 SECURITY RENTAL	158.75
	Voucher:						158.75

---

Sub total for CHASE BANK: 6,288,040.25

32 checks in this report.

Grand Total All Checks: 6,288,040.25

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
12923	2/20/2020	02326	BLADES GROUP, LLC.	18009075	2/13/2020	ROCK ASPHALT 50LB BAG	4,924.29	4,924.29
	Voucher:							
12924	2/20/2020	01546	BMW MOTORCYCLES OF, RIV6023482		12/31/2019	DEC 2019 MOTORCYCLE MAI	653.19	653.19
	Voucher:							
12925	2/20/2020	01366	CALIFORNIA NEWSPAPERS P0011359147		2/1/2020	NIB 2019-2020 CDBG PONTIA	1,379.40	
	Voucher:		0011361377		2/10/2020	APPEAL OF DECISION OF PC	255.20	1,634.60
12926	2/20/2020	01099	CALIFORNIACHOICE BENEFIT3338907		2/3/2020	MAR 2020 MEDICAL INSURAN	8,505.44	8,505.44
	Voucher:							
12927	2/20/2020	01101	CHOICE BUILDER	558915	2/4/2020	MAR 2020 DENTAL/VISION PL	710.49	710.49
	Voucher:							
12928	2/20/2020	00049	COUNTY OF RIVERSIDE, SHE SH0000036815		1/30/2020	12/05/19-01/01/20 POLICE SR\	1,280,419.72	1,280,419.72
	Voucher:							
12929	2/20/2020	01360	COUNTY OF RIVERSIDE, SHE SH0000036840		2/4/2020	DEC 2019 EXTRA DUTY- CITY	875.91	
	Voucher:		SH0000036835		2/4/2020	NOV 2019 EXTRA DUTY CITY	669.98	1,545.89
12930	2/20/2020	00099	COUNTY OF RIVERSIDE, TLM.TL0000015109		1/30/2020	DEC 2019 IP18-008 TSC RIVEI	2,106.64	
	Voucher:		TL0000015105		1/30/2020	DEC 2019 PROJECT#6140171	697.53	2,804.17
12931	2/20/2020	00015	EDISON - SOUTHERN CALIFO2-38-506-3359		2/12/2020	STREET LIGHT ELECTRIC	10.06	10.06
	Voucher:							
12932	2/20/2020	01278	FAIR HOUSING CNCL OF RIVERR#06FY1		1/7/2020	DEC 2019 LANDLORD/ TENAN	2,617.67	
	Voucher:		RR#7FY19		2/4/2020	JAN 2020 LANDLORD/ TENAN	2,253.08	
			RR#05FY1		12/14/2019	NOV 2019 LANDLORD/ TENAN	1,616.09	6,486.84
12933	2/20/2020	02327	HUANG, MEI	B19-000643	2/19/2020	BLDG REIMB 11911 SUNSTON	630.50	630.50
	Voucher:							

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
12934	2/20/2020	00199	JURUPA COMMUNITY SERVICE	40264-002	2/12/2020	LLMD WATER CHARGES	132.03
	Voucher:		40265-002	2/12/2020	LLMD WATER CHARGES	132.03	
			43381-002	2/12/2020	LLMD WATER CHARGES	132.03	
			43055-002	2/12/2020	LLMD WATER CHARGES	132.03	
			43868-002	2/12/2020	CFD IRRI WATER CHARGES	106.13	
			40895-002	2/12/2020	CFD WATER CHARGES	93.78	
			40916-002	2/12/2020	LLMD WATER CHARGES	78.17	
			41009-002	2/12/2020	LLMD WATER CHARGES	71.48	
			42064-002	2/12/2020	LLMD WATER CHARGES	64.79	
			40164-002	2/12/2020	IRR WATER CHARGES	64.79	
			40893-002	2/12/2020	CFD WATER CHARGES	64.79	
			21722-002	2/12/2020	LLMD WATER CHARGES	43.28	
			21845-002	2/12/2020	LLMD WATER CHARGES	38.82	
			21723-002	2/12/2020	LLMD WATER CHARGES	38.82	1,192.97
12935	2/20/2020	00244	LOWE'S HIW, INC	98004720516	2/2/2020	JAN 2020 PW SUPPLIES	302.94
	Voucher:						302.94
12936	2/20/2020	00848	MOBILE MODULAR STORAGE	300168734	2/3/2020	FEB 2020 STORAGE CONT#7	243.52
	Voucher:		300172862	2/7/2020	FEB 2020 STORAGE CONTAIN	104.85	348.37
12937	2/20/2020	02244	MULHOLLAND CONSULTING, 1011		2/3/2020	JAN 2020 CONSULTING SRVS	4,297.89
	Voucher:						4,297.89
12938	2/20/2020	01517	OFFICE DEPOT, INC	435820498001	1/29/2020	OFFICE SUPPLIES	10.33
	Voucher:		435820496001	1/29/2020	OFFICE SUPPLIES	9.04	19.37
12939	2/20/2020	00245	ORTIZ, ROGELIO	20028	1/23/2020	NOTICE OF POSSIBLE VIOLA	1,254.21
	Voucher:		20029	1/23/2020	INSPECTION REQUEST FORM	962.21	2,216.42
12940	2/20/2020	01463	RIVERSIDE PERSONNEL, SER	85370	2/12/2020	STAFFING SVCS WEEK ENDII	1,013.18
	Voucher:						1,013.18
12941	2/20/2020	00262	RIVSIDE CNTY DEPT ANIMAL AN	00000001897	2/7/2020	JAN 2020 ANIMAL SVCS	59,313.19
	Voucher:						59,313.19
12942	2/20/2020	01261	RUBIDOUX COMMUNITY SVC:	15000000-00	2/10/2020	RCSD LLMD WATER CHARGE	600.84
	Voucher:		15062100-00	2/10/2020	RCSD LLMD WATER CHARGE	77.14	
			15013000-01	2/10/2020	RCSD LLMD WATER CHARGE	73.19	
			15012980-01	2/10/2020	RCSD LLMD WATER CHARGE	47.72	
			15026710-00	2/10/2020	RCSD LLMD WATER CHARGE	45.51	
			15058400-00	2/10/2020	RCSD LLMD WATER CHARGE	28.47	872.87

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
12943	2/20/2020	01253	SOFTSCAPES CORPORATION	1550	2/4/2020	FEB 2020 LANDSCAPE MAINT	8,200.00
	Voucher:			1599	2/17/2020	JAN 2020 LANDSCAPE MAINT	4,053.74
				1594	2/17/2020	JAN 2020 LANDSCAPE MAINT	3,049.08
				1561	2/5/2020	DEC 2019 LLMD MAINT. ZONE	3,046.85
				1567	2/12/2020	DEC 2019 LLMD MAINT. THE	2,512.28
				1598	2/17/2020	JAN 2020 LANDSCAPE MAINT	1,493.18
				1596	2/17/2020	JAN 2020 LANDSCAPE MAINT	1,135.21
				1597	2/17/2020	JAN 2020 LANDSCAPE MAINT	490.63
				1595	2/17/2020	JAN 2020 LANDSCAPE MAINT	485.21
				1564	2/5/2020	DEC 2019 LLMD MAINT. ZONE	435.21
				1553	2/5/2020	JAN 2020 LANDSCAPE MAINT	430.75
				1560	2/5/2020	NOV 2019 LANDSCAPE MAIN	399.53
				1562	2/5/2020	DEC 2019 LLMD MAINT. ZONE	350.21
				1551	2/5/2020	JAN 2020 LANDSCAPE MAINT	350.21
12944	2/20/2020	02057	WEST VALLEY WATER DISTRI	93757-45400	2/12/2020	JAN 2020- -COLD STORAGE 1	50.82
	Voucher:						26,432.09
							50.82
Sub total for CHASE BANK:							1,404,385.30

22 checks in this report.

Grand Total All Checks: 1,404,385.30

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/29/20: \$51,485.25**

## TRANSACTION SUMMARY

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	51,485.25
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>51,485.25</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	11,023.03
	CASH REQUIRED FOR CHECK DATE 01/29/20	62,508.28

## TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
01/28/20	JPMORGAN CHASE BANK,	xxxxx8176	Direct Deposit	Net Pay Allocations	38,934.77	38,934.77
				<b>EFT FOR 01/28/20</b>		<b>38,934.77</b>
01/29/20	JPMORGAN CHASE BANK,	xxxxx8176	Taxpay®	Employee Withholdings		
				Medicare	812.88	
				Fed Income Tax	6,588.74	
				CA Income Tax	2,189.06	
				CA Disability	560.59	
				<b>Total Withholdings</b>	<b>10,151.27</b>	
				Employer Liabilities		
				Medicare	812.86	
				CA Unemploy	1,553.27	
				CA Emp Train	33.08	
				<b>Total Liabilities</b>	<b>2,399.21</b>	<b>12,550.48</b>
				<b>EFT FOR 01/29/20</b>		<b>12,550.48</b>
				<b>TOTAL EFT</b>		<b>51,485.25</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>
01/29/20	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	851.04	
				401a EE Pretax	3,296.94	
				457b EE Catch Up	400.00	
				457b EE Pretax	2,425.00	
				EE Pretax FSA	90.76	
				Med FSA EE Pretax	19.23	
				<b>Total Deductions</b>	<b>7,082.97</b>	
				Other Items		
				401a ER	3,940.06	

**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/26/20: \$50,209.74****TRANSACTION SUMMARY****SUMMARY BY TRANSACTION TYPE -**

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	50,209.74
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>50,209.74</b>
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	11,041.23
CASH REQUIRED FOR CHECK DATE 02/26/20	61,250.97

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
02/25/20	JPMORGAN CHASE BANK,	xxxxx8176	Direct Deposit	Net Pay Allocations	39,010.45	39,010.45
					<b>EFT FOR 02/25/20</b>	<b>39,010.45</b>
02/26/20	JPMORGAN CHASE BANK,	xxxxx8176	Taxpay®	Employee Withholdings		
				Medicare	813.75	
				Fed Income Tax	6,568.34	
				CA Income Tax	2,185.18	
				CA Disability	561.25	
				<b>Total Withholdings</b>	<b>10,128.52</b>	
				Employer Liabilities		
				Medicare	813.81	
				CA Unemploy	251.61	
				CA Emp Train	5.35	
				<b>Total Liabilities</b>	<b>1,070.77</b>	<b>11,199.29</b>
					<b>EFT FOR 02/26/20</b>	<b>11,199.29</b>
					<b>TOTAL EFT</b>	<b>50,209.74</b>

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>TOTAL</b>
02/26/20	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	851.04	
				401a EE Pretax	3,310.09	
				457b EE Catch Up	400.00	
				457b EE Pretax	2,425.00	
				EE Pretax FSA	90.76	
				Med FSA EE Pretax	19.23	
				<b>Total Deductions</b>	<b>7,096.12</b>	
				Other Items		
				401a ER	3,945.11	

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** MARCH 5, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** STEVE R. LORISO, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

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

**AWARD CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR 2019-2020 CDBG – PONTIAC AVENUE NEIGHBORHOOD PAVEMENT REHABILITATION, CIP PROJECT NO. 19105**

---

### **RECOMMENDATION**

1. That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of \$505,000 for the 2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation Project (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached and in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
3. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

### **BACKGROUND**

At its meeting of May 16, 2019, the City Council approved the FY 2019-2020 Capital Improvement Plan (CIP). This CIP included the 2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation Project. This project will provide approximately 185,000 square feet of pavement rehabilitation on the streets shown in the attached location map (Attachment A) and listed below:

- Pontiac Ave – Mission to N end
- Pioneer Dr – Mission to 34<sup>th</sup>
- 36<sup>th</sup> St – Pioneer to Rubidoux
- 34<sup>th</sup> St – Avalon to Rubidoux
- Paula St – W end to Pontiac
- Raye St – Avalon to Pontiac
- Arbuckle School Rd – Rubidoux to E end

Mulholland Consulting, Inc. prepared the plans and specifications for the Project and the City Engineer approved this bid package on January 30, 2020.

On February 1, 2020, the Notice Inviting Bids was published in The Press Enterprise. The City Clerk also advertised in various online bid posting services and additional notice was placed on the City's website. The bid package was uploaded to PlanetBids, the City's bid solicitation service provider, where interested bidders could obtain the complete bid document package.

## **ANALYSIS**

Formal bidding procedures were followed in conformance with the Public Contract Code. Five (5) bids were received on February 21, 2020 as summarized below.

All bids were reviewed for accuracy and completeness. Onyx Paving Company, Inc. submitted the lowest bid totaling \$505,000 and was verified as the lowest, responsive and responsible bidder.

<b><u>Bidder</u></b>	<b><u>Total Bid</u></b>
1. Onyx Paving Company, Inc.	\$505,000.00
2. Hardy & Harper, Inc.	\$527,250.00
3. RJ Noble Company	\$555,055.05
4. All American Asphalt, Inc.	\$578,131.85
5. LC Paving & Sealing, Inc.	\$625,025.95
Engineer's Estimate	\$505,908.08

City Public Works/City Engineering Department staff will provide Construction Management (CM) and inspection. This effort will require daily observation of contractor's operations, materials inspection and testing, monitoring compliance with the contract documents including temporary construction traffic control, preparation of monthly progress payment reports, and performance of various administrative activities related to the project. This construction support is estimated to cost \$50,000.

## **OTHER INFORMATION**

Previous Actions:

- None

## **FINANCIAL IMPACT**

The FY 2019-2020 CIP Project Budget for the 2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation Project is \$678,697 and is funded by the City's Community Development Block Grant (CDBG) funds.

The total estimated construction and related project costs for an award of a contract to Onyx Paving Company, Inc. is:

Project Admin	\$10,000.00
Design Contract	\$24,840.00
Construction Contract	\$505,000.00
Contingency (10%)	\$50,500.00
Construction Support Services	\$50,000.00
Total	<hr/> \$640,340.00


No General Fund monies are required for approval of this agreement.

### **ALTERNATIVES**


1. Do not approve Agreement as recommended.
2. Provide alternate direction to staff.

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

Prepared by:

  
Chase Keys, P.E.  
CIP Manager

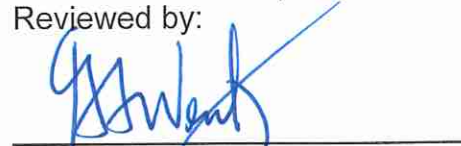
Reviewed by:

  
Steve R. Loriso, P.E.  
City Engineer /Public Works Director

Reviewed by:

  
Connie Cardenas  
Administrative Services Director

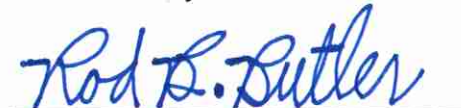
Reviewed by:

  
George A. Wentz  
Deputy City Manager

Approved as to Form:

  
Peter M. Thorson  
City Attorney

Submitted by:

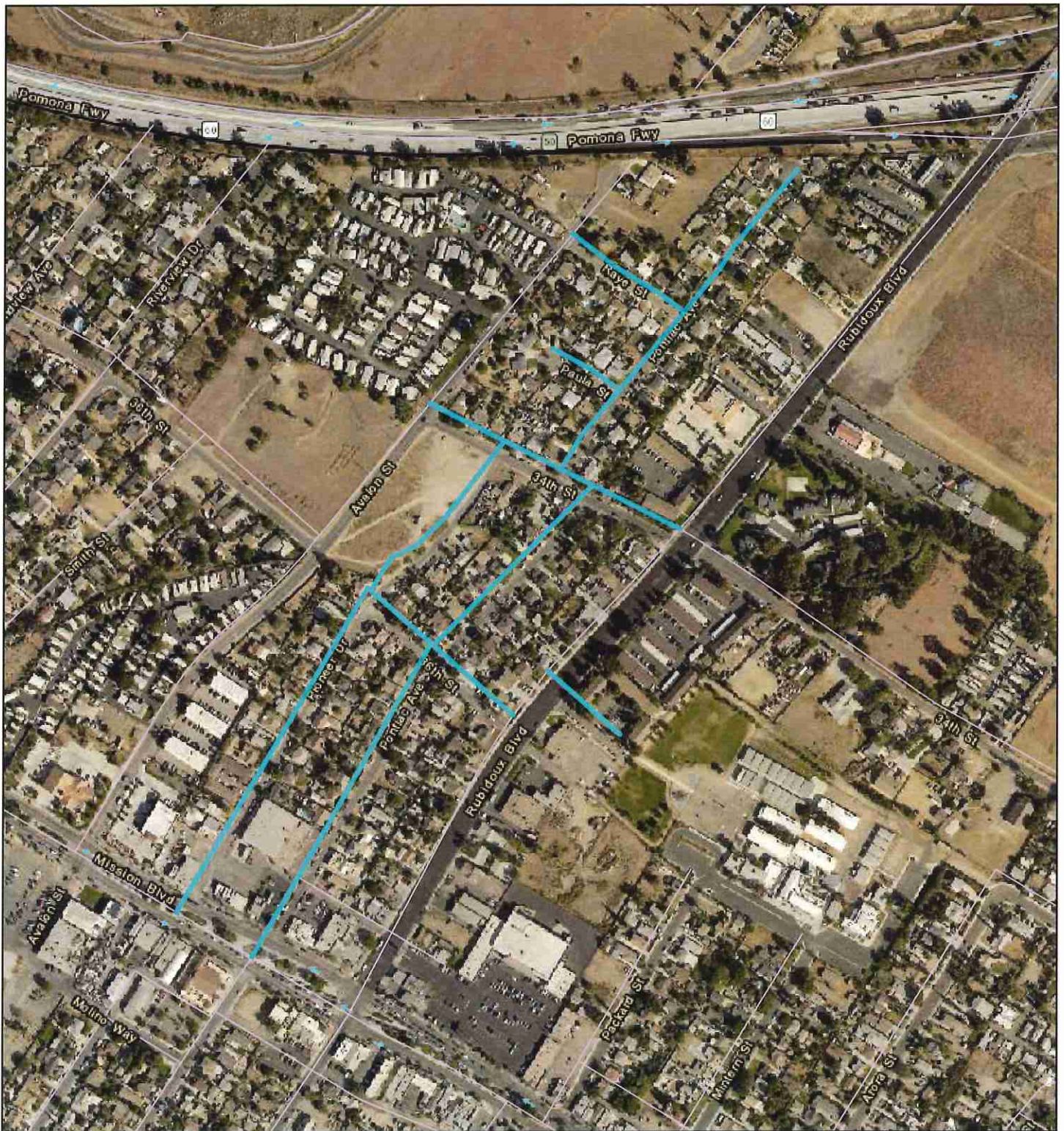
  
Rod B. Butler  
City Manager

**Attachments:**

- A) Project Location Map
- B) Agreement, Project No. 19105

## Attachment A

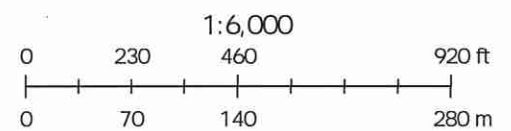
# 2019-2020 CDBG - Pontiac Ave Neighborhood Pavement Rehab.



2/24/2020, 2:23:10 PM

— Road Centerlines

▬ City Boundary



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Web AppBuilder for ArcGIS

## **Attachment B**

**AGREEMENT**

**PROJECT NO. 19105**

**2019-2020 CDBG - Pontiac Avenue Neighborhood Pavement Rehabilitation**

**Pioneer Drive, Pontiac Avenue, 36th Street, Arbuckle School Road, 34th Street, Paula Street,  
and Raye Street**

THIS Agreement, made and entered into the **5<sup>th</sup>** day of **March**, 2020, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and **Onyx Paving Company, Inc.** hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as **2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation** ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). **1** issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.
2. **Compensation.** The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **five hundred five thousand dollars (\$505,000.00)**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.
3. **Payments.** City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the

**AGREEMENT  
PROJECT NO. 19105**

City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

4. **Time.** The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within **twenty-five (25) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).
5. **Liquidated Damages.** The City and Contractor hereby agree that in case all construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$1,000.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. **Insurance.** The Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect: (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, representatives, volunteers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) workers' compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater.

Acceptable insurance coverage shall be from an admitted corporate surety insurer licensed in the State of California, approved by the City, and with a rating of, or equivalent to, A:VII by A.M. Best & Company. Any deviation from this rule shall require specific approval, in writing, from the City.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof by certified mail, return receipt requested. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.

**AGREEMENT  
PROJECT NO. 19105**

The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above, and (2) insurance policy endorsements not less than one (1) day prior to beginning of performance under this Agreement.

Any deductibles must be declared to and approved by the City.

The general liability and automobile liability policies must contain or be endorsed to contain the following provisions: "The City of Jurupa Valley, its elected and appointed officials, officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed on behalf of the City of Jurupa Valley, including materials, parts or equipment furnished in connection with the work or operations."

The insurance provided by Contractor shall be primary to any coverage available to the City.

The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required herein. All certificates and endorsements are to be received and approved by the City before work commences. The City may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. **Bonds.** The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Agreement pursuant to Section 9550 of the Civil Code.
8. **Contractor's Guarantee.** The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.
9. **Labor Standards and Prevailing Wages.** The Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010), incorporated as Exhibit B-1 in Appendix E.

The Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.

The Federal wage decision is the one in effect ten (10) days prior to bid opening; it is available online at:

[https://beta.sam.gov/search?keywords=&sort=-modifiedDate&index=wd&is\\_active=true&page=1](https://beta.sam.gov/search?keywords=&sort=-modifiedDate&index=wd&is_active=true&page=1).

The State wage decision is available online at:  
<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

**AGREEMENT**  
**PROJECT NO. 19105**

Contractor acknowledges that the applicable Wage Determination for this project is:

**General Decision Number: CA20200025**

**Modification Number: 3**

**Date: 01/31/2020**

10. **Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
11. **Antitrust Claims.** Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.
12. **Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters

All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

13. **Debarred, Suspended or Ineligible Contractors.** Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

14. **Conflicts of Interest.** Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code

**AGREEMENT**  
**PROJECT NO. 19105**

Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

Contractor shall comply with the Conflict of Interest provisions, as applicable, in accordance with 2 CFR Part 200.112 and 24 CFR Part 570.611 and other federal Conflict of Interest requirements.

15. **Trenching and Excavations.** If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.
16. **Utilities.** The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.
17. **Location of Existing Elements.** The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.
18. **Wage and Hour Laws.** The Contractor shall, as a penalty, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Agreement for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813. As provided for in California Labor Code Section 1810, a legal day's work is 8 hours of labor in any one calendar day.
19. **Audits and Records.** The Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of four (4) years after final payment under this Agreement.
20. **Special Federal Requirements.**
  - A. The Contractor does hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

**AGREEMENT  
PROJECT NO. 19105**

- B. Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
- i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - ii. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
  - vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under

**AGREEMENT**  
**PROJECT NO. 19105**

this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

21. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference such as those in Appendix E which are hereby incorporated, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
22. **Termination.** This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.
23. **Substitution of Securities.** Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Jurupa Valley to ensure performance under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Jurupa Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after this Agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300, of the Public Contract Code.
24. **Indemnification.** To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley, and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity

**AGREEMENT  
PROJECT NO. 19105**

provision, and an entry of judgment against an Indemnatee shall be conclusive in favor of the Indemnatee's right to recover under this indemnity provision. Contractor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

25. **Assignment.** The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
26. **Attorney's Fees.** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
27. **Worker's Compensation Insurance.** By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.
28. **Effective Date.** The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.
29. **Contractor's License.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

\*\*\*\*\* (SIGNATURE PAGE FOLLOWS) \*\*\*\*\*

**AGREEMENT  
PROJECT NO. 19105**

CITY OF JURUPA VALLEY,  
Municipal Corporation

**ONYX PAVING COMPANY, INC.**

BY: \_\_\_\_\_  
*Rod Butler, City Manager, City of Jurupa Valley*

License No./  
Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

Federal I.D. No.: \_\_\_\_\_

<p style="text-align: center;"><u>INTERNAL USE ONLY</u></p> <p>ATTEST:</p> <p>_____</p> <p style="text-align: center;">City Clerk <i>(only needed if Mayor signs)</i></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Department Head</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
Date

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

**General Partners must sign on behalf of the partnership.**

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

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**PROJECT NO. 19105**

**2019-2020 CDBG - Pontiac Avenue Neighborhood Pavement Rehabilitation**

**Pioneer Drive, Pontiac Avenue, 36th Street, Arbuckle School Road, 34th Street, Paula Street,  
and Raye Street**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to **Onyx Paving Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 19105, 2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum of **five hundred five thousand dollars (\$505,000.00)**, lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**

**FAITHFUL PERFORMANCE BOND  
PROJECT NO. 19105**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 2020.

**ONYX PAVING COMPANY, INC.**

**SURETY**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
City Attorney  
City of Jurupa Valley

**NOTE:**

This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND  
(100% of Total Contract Amount)**

**PROJECT NO. 19105**

**2019-2020 CDBG - Pontiac Avenue Neighborhood Pavement Rehabilitation**

**Pioneer Drive, Pontiac Avenue, 36th Street, Arbuckle School Road, 34th Street, Paula Street,  
and Raye Street**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to **Onyx Paving Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 19105, 2019-2020 CDBG – Pontiac Avenue Neighborhood Pavement Rehabilitation**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of **five hundred five thousand dollars (\$505,000.00)**, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 19105**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 2020.

**ONYX PAVING COMPANY, INC.**

**SURETY**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
City Attorney  
City of Jurupa Valley

**NOTE:**

This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** MARCH 5, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** STEVE R. LORISO, P.E., CITY ENGINEER/PUBLIC WORKS DIRECTOR

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

**AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES WITH  
SOFTSCAPES CORPORATION FOR THE SPECIAL DISTRICT  
LANDSCAPING SERVICES**

---

### **RECOMMENDATION**

- 1) That the City Council approve and authorize the City Manager to amend an Agreement for Special District Landscaping Services between the City of Jurupa Valley and Softscapes Corporation within the L&LMD and CFD areas throughout the City, commencing on March 5, 2020 and terminating on June 30, 2020; and
- 2) That the City Council authorize total additional expenditures to Softscapes Corporation in an amount not to exceed \$1,290,109

### **BACKGROUND**

On June 7 2018, the City Council approved the agreement for Special District Landscaping Services between the City of Jurupa Valley and Softscapes Corporation within the L&LMD and CFD areas. On August 16 2018, the City Council approved Amendment No. 1 to the agreement that incorporated additional developed areas into the City's maintenance responsibilities. On July 18, 2019, The City Council approved Amendment No. 2 to the agreement that incorporated additional developed areas into the City's maintenance responsibilities. Since the approval of Amendment No. 2, the City of Jurupa Valley is in the process of accepting for maintenance, two (2) additional special districts; Zone M and Zone N.

### **ANALYSIS**

On an annual basis, the City administers the landscape maintenance services of the Jurupa Valley Lighting and Landscape Maintenance Districts (JVL&LMD) 89-1-C and Community Facility Districts (CFDs). This work includes but is not limited to: maintaining, repairing, maintaining water quality basins, street lights, and maintaining the landscaped

areas all within the City under the JVL&LMD. The two new areas will be transferred to the City within the later part of the current fiscal year. These areas will not be maintained by Softscapes until authorized by City staff.

## OTHER INFORMATION

Previous Actions:

- 1) Initial Agreement was entered into on June 7, 2018 covering 12 L&LMD zones and 5 CFD areas for a total of \$851,545.00
- 2) Amendment No. 1 was entered into on August 16, 2018 covering 12 L&LMD zones and 12 CFD areas for a total of \$1,163,521.00
- 3) Amendment No. 2 was entered into on July 18, 2019 covering 12 L&LMD zones and 15 CFD areas for a total of \$1,273,477.


## FINANCIAL IMPACT

L&LMD Zone/ CFD	FY 2019/20 Proposed Monthly Maintenance Expenditure
Zone M	\$670.00
Zone N	\$590.00
Monthly Total	\$1,260.00
Annual Total	\$15,120
10% Contingency ( Repair and Replacement )	\$1,512
<b>Additional Annual Grand Total</b>	<b>\$16,632</b>
<b>Annual Amount Previously Approved</b>	<b>\$1,273,477</b>
<b>Annual Grand Total</b>	<b>\$1,290,109</b>

## ALTERNATIVES

- 1) Do not approve the Amendment No. 3 to the Agreement for Special District Landscaping Services
- 2) Provide alternative direction to staff.

Prepared by:



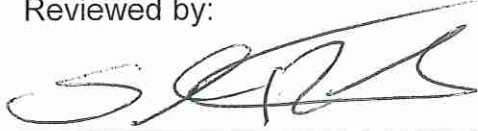
Michael Waltz  
Public Works Operations Manager

Submitted by:



Rod B. Butler  
City Manager

Reviewed by:



Steve Loriso, P.E.  
City Engineer/ Public Works Director

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Peter M. Thorson  
City Attorney

**Attachments:**

1. Third Amendment
2. Zone M LMD Proposal
3. Zone N LMD Proposal

**THIRD AMENDMENT TO AGREEMENT FOR SPECIAL  
DISTRICT LANDSCAPING SERVICES BETWEEN  
SOFTSCAPES CORPORATION AND CITY OF JURUPA  
VALLEY**

**This Third Amendment** is made and effective as of March 5, 2020 between the City of Jurupa Valley, a municipal corporation ("City") and Softscapes Corporation, a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Third Amendment is made with the respect to the following facts and purposes:

A. On June 7, 2018, the City and Contractor entered into that certain Agreement entitled "CITY OF JURUPA VALLEY AGREEMENT FOR SPECIAL DISTRICT LANDSCAPING SERVICES".

B. On August 16, 2018 The City and Contractor entered into that certain First Amendment to the original agreement (the original agreement as amended by the first Amendment shall collectively be referred to as the "Agreement").

C. On July 18, 2020 The City and Contractor entered into that certain Second Amendment to the original agreement (the original agreement as amended by the Second Amendment shall collectively be referred to as the "Agreement")

D. The Parties now desire to amend the Agreement as set forth in this Amendment

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

**"3. COST OF WORK.** For the Work described in Section 2 of this Agreement, Contractor shall be paid on the basis of the work performed in accordance with the Proposal Schedule attached hereto and incorporated herein as Exhibit B. The payment for work performed under this Agreement shall not exceed a maximum of one million two hundred ninety thousand one hundred nine dollars. (\$1,290,109) during Fiscal Year 2019-2020 payable in accordance with Exhibit B. Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibits A or B is null and void and not a part of this Agreement."

3. Exhibit B, List of Labor and Equipment Charges, of the Agreement is hereby amended by adding thereto the unit prices for Fiscal Year 2019-2020 as set forth in Exhibit B-1, attached hereto and incorporated herein as though set forth in full.

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

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.

**SOFTSCAPES CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**CITY**  
**CITY OF JURUPA VALLEY,**  
A California Municipal Corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Special District Landscaping Services**

##### **A. GENERAL SCOPE OF WORK APPLICABLE TO ALL SITES**

The General Description of Services below describes bases services that must apply to all service areas, which include Zones 4, 5, 6, 7, 9, 14, 16, 17, 21, 34, as well as the Van Buren Boulevard Median, Etiwanda Avenue Median, Harvest Villages 1, Rancho Del Sol, Mission Estates, The Quarry, Shops at Bellegrave, Turnleaf, and Barrington Place.

##### **General Requirements:**

1. All tree, shrub and other woody plant work shall be completed in compliance with approved American National Standard (ANSI) A300 Standards (all pertinent parts and sections).
2. All work, including Maintenance (M-Series), Planting (P-Series), Irrigation (G, 1, RSeries), and Electrical (E-Series).
3. At least one (1) worker from any field crew shall be able to effectively communicate with City Inspector. Owner/Manager/Maintenance Supervisor shall return phone calls and e-mails within 24-hours, unless previously approved arrangements are made.

##### **Safety:**

1. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously. The Contractor shall conform to all governing safety laws and regulations.
2. Contractor is not authorized to block traffic lane unless all legal traffic control measures are in place, and the City has been notified of the intended closure 72-hours in advance.
3. Contractor shall not trespass, perform illegal activities, or walk on top of walls. Contractor shall use ladders in a safe and responsible matter.
4. Whenever herbicides are used, Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property and to prevent any toxic exposure to persons whether or not they are on the grounds subject to herbicide application. Damage to adjacent formal plant material deemed to be damaged by herbicide use will be replaced by the Contractor at the Contractor's expense.

##### **General Landscape Maintenance:**

1. The Contractor shall maintain all parkways in weed-free condition. All areas shall be visually inspected on a weekly basis and any weeds shall be removed and/or sprayed with herbicide. Contractor is encouraged to remain proactive with weed abatement and institute protocols that reduce the weed population as opposed to mitigated weeds by hand after they have matured. Adjacent plant material shall not be harmed with herbicides.
2. The Contractor shall keep all parkways in a litter-free condition. All areas shall be checked on a weekly basis and any visible trash or debris shall be removed and disposed of properly by the Contractor.
3. The contractor shall control all pests and diseases, including rodents and snails at no additional costs to the City. Time and materials shall be all-inclusive in the monthly

cost of services. This includes any existing pest control burden or diseases. Bee hives will be removed as an additional line-item expense under a time and materials charge format.

4. The Contractor shall trim any dead material from all shrubs, bushes, and groundcover to maintain an aesthetically pleasing appearance at all times.

5. The Contractor shall trim and edge all groundcover adjacent to all hardscape and around all trees (minimum 12-inch radius) and shrub trunks to maintain a pleasing appearance at all times. The Contractor shall trim plant groundcover materials at a minimum of 12-inch and at a 45 degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require a 45 degree cut). This shall be performed and continued throughout the extent of the Agreement.

6. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone and utility poles, irrigation boxes, other utility fixtures, and other prominent infrastructure items. The contractor shall trim plant material back at least 12-inches from all utilities and utility boxes in all planted areas and also at a 45-degree angle where groundcover is established. Any fines imposed from the utility providers as a result of shrub or plant material overgrowth will be the responsibility of the Contractor party to the Agreement.

7. The Contractor shall trim and keep all shrubs and bushes at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line of sight conditions. Bushes and shrubs shall be maintained at least two blocks below the top of any block wall. Extreme pruning is not permitted. Natural appearance is preferred, avoid "balling" shrubs or unnecessarily "squaring off" plant material.

8. Gutters, curbs, and sidewalks shall be cleaned off weekly and debris removed from the site. Gutters, curbs and sidewalks shall be free of leaves, dirt, debris, trash, and any invasive items. Weeds between the pavement and gutter, gutter and sidewalk, and between sidewalk sections shall be removed weekly.

9. Drainage facility integrated within the landscaped area shall be kept clear and all trash and debris shall be removed weekly.

10. Illegal signs (such as "For Sale," "For Rent," "Yard Sale," or other advertisement signage shall be removed weekly and disposed of in appropriate refuse or recycling containers.

#### Irrigation:

1. The Contractor shall be responsible for all water costs. The water costs are included in the Proposal. The City will receive and pay for all water invoices and the Contractor shall reduce the monthly service invoice by the water invoice amount.

2. The Contractor shall maintain the complete irrigation system in an operable condition.

3. The Contractor shall adjust water application to compensate changes in weather. Irrigation systems shall be shut off when rain occurs, unless an automatic rain sensing device is installed on the system. If the controller is to be shut down, it is suggested that a "shut-down window" be programmed into the controller, rather than a complete shutdown. Valves shall be exercised at least once a month for a minimum of three (3) minutes to maintain valve diagram health.

4. The Contractor shall make a dedicated effort not to overwater plant material and cause plant decline. Contractor shall make a dedicated effort to abide by Riverside County Ordinance 859.2.

5. The Contractor shall set run times for the irrigation system for the promotion of good health, vigor, and color throughout the year. Plant stress/decline presumed to be from lack of irrigation will be grounds for immediate termination of the Agreement. Existing

controllers set up on ET based irrigation scheduling shall remain ET based (weather based). Existing controllers ET based controllers not set up on ET shall be within six (6) months of the site being turned over to Contractor. Irrigation technicians shall be familiar with ET, precipitation rates (PR), distribution uniformity (DU), flow rates, and other major irrigation terms and procedures.

6. Irrigation labor shall be restricted to work done on the premises only. Providing parts and delivery are the responsibility of the Contractor.

7. Any repair or replacement needed to damaged equipment as a result of the Contractor's negligence shall be the sole responsibility of the Contractor, and shall be made at the Contractor's expense.

8. On a weekly basis, the Contractor shall verify, inspect, clean and repair, as required, all irrigation heads for full coverage and efficiency adjustments. Inspections and repairs shall be made by an irrigation professional well versed with basic and advanced irrigation principles. Irrigation truck shall be equipped with irrigation tools and supplies to fix the most common sprinklers, valves, and other irrigation components with a standalone truck.

#### Tree Maintenance:

1. At no additional cost and in compliance with ANSI A300 Standards, the Contractor shall remove damaged branches as well as re-stake and support trees when necessary (all stakes and ties are to be placed so no chafing of bark occurs).

2. Contractor shall check all guys and ties frequently to prevent girdling.

3. Contractor shall irrigate as required to maintain adequate growth rate and appearance.

4. Contractor shall remove branches blocking street signs as needed. Contractor shall notify the City if a tree and/or branch is causing a known line of sight issue or blocking a sign.

5. Tree trimming above twelve (12) feet will not be the responsibility of the Landscape Maintenance Contractor. Tree trimming shall be restricted to line of sight, low hanging branches, or other necessity (crown cleaning, thinning, raising).

6. Tree stake removal shall be the responsibility of the Contractor. The Contractor shall be responsible to remove all tree stakes under direction of the City's landscape inspector. The Contractor may also remove tree stakes if it noticed that they are no longer serving their purpose as support to the tree, or if it is noticed that the tree stakes are impeding the growth or health of the tree.

## **B. GENERAL SCOPE OF SERVICES APPLICABLE TO GROUPS OF SITES**

The General Scope of Services Applicable to Groups of Sites are services that apply to several sites under City's maintenance jurisdiction, but not all of them.

#### Turf Maintenance:

Turf Maintenance services generally only apply to the following areas: Zones 4, 7, 16, and 17.

1. The Contractor shall mow and edge all turf areas weekly, paying particular attention to adjacent hardscape, utility devices, trees and shrubs to achieve an overall even appearance.

2. The Contractor shall over-seed any dead or bare areas to promote an overall pleasant appearance.

3. The Contractor shall adjust the irrigation for the turf areas to maintain health, appearance, public safety, and reducing vandalism.

#### Multi-Purpose Trail Maintenance:

Multi-Purpose Trail Maintenance services generally only apply to the following areas: Zones 4, 5, 14, and 21.

1. The Contractor shall maintain a safe and level grade on all trails. Trails shall be raked/fine graded a minimum of three (3) times per year.
2. The Contractor shall apply pre-emergent and/or post-emergent herbicide on the trail to prevent and/or remove weeds. Mechanical response may be required if weeds are deemed "out of control," at no additional cost to the City. Contractor is encouraged to be proactive in managing weed population.
3. Any patching or replacement of decomposed granite shall be of like kind to existing. An approved stabilizer product shall be used in order to maintain a compact and uniform surface.

**Fence Maintenance:**

Fence Maintenance services generally only apply to the following areas: Zones 4, 5, 14, and 21.

1. The Contractor shall replace rails, caps with screws and posts with like white vinyl fencing/wood fencing/concrete fencing components on an as needed basis, at an additional cost subject to a time and materials charge format.
2. All new posts shall be placed in the same locations as the ones removed and backfilled with ready-mix concrete approximately eighteen (18) inches below grade level with clean soil placed on top, level with the ground/mounded or formed at the top of concrete to disperse water and to prevent excessive water saturation.
3. Contractor shall promptly clean-up any debris resulting from the fence repair/replacement operation. All debris from the fence repair/replacement operation shall be cleaned up each day before the work crew leaves the site.
4. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be permitted which may create a hazard to the public or Contractor's employees.
5. Damaged fencing shall be removed as soon as possible and properly disposed of properly at no additional cost to the City.

**C. GENERAL SCOPE OF WORK APPLICABLE TO SPECIFIC SITES**

**Zone 4:**

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 4 shall be a complete loop completed within three (3) weeks during the Fall/Winter period of October 1st through March 1st and be five (5) weeks during the Spring/Summer period of March 1st through October 1st.
2. Concrete swales within median shall be cleaned monthly prior to rain events where precipitation is estimated to exceed ¼ -inch.

**Zone 5:**

1. The exterior multi-purpose trail area shall extend from the curb to the subdivision block wall. The interior multi-purpose trail area shall extend from the curb face inward not more than ten (10) feet; special attention is to be taken not to disturb or destroy any landscaping on privately owned parcels fronting the interior of the multi-purpose trails. Contractor will be responsible for addressing complaint calls on an ongoing basis.
2. Weed abatement shall be to the bare ground on the interior and exterior multi-purpose trails utilizing any or all of the following methods: Pre-emergent system herbicide, post-emergent systemic herbicide in conjunction with the mechanical means such as hula-hoeing, blading with tractor. Weed whacking should be limited to areas without

windows.

3. Interior multi-purpose trails shall be serviced twice (2 times) per year unless otherwise specified. Exterior multi-purpose trails shall be serviced four (4) times per year unless otherwise specified. The top of slopes (Limonite Avenue).

4. All debris shall be removed and disposed of by the Contractor at the Contractor's expense. Exterior trails shall be kept level and safe. Upon successful completion of the task, the Contractor will be paid at a per line item cost from Cost Proposal.

5. A pre-emergence systemic herbicide shall be applied to interior and exterior multipurpose trails to kill weed seeds before they germinate at an additional line-item cost if authorized by the City. All weed growth not killed by pre-emergence systemic herbicide shall be removed by Contractor. All targeted weeds shall be removed from all multi-purpose trails by Contractor. All debris shall be removed of and properly disposed of at Contractor's expense. Exterior trails shall be kept level and safe. Upon successful completion of the task, the Contractor will be paid at a line-item cost from Cost Proposal.

6. The twelve (12) entryways and four (4) corner monuments shall be maintained on an interval not to exceed every 2 weeks.

Zone 6:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 6 shall be complete weekly.

Zone 7:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 7 shall be complete weekly, including turf.

Zone 9:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 9 shall be a complete loop completed within two (2) weeks regardless of time of year.

Zone 14:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 14 shall be a complete loop completed within two (2) weeks during the Fall/Winter period of October 1st through March 1st and be four (4) weeks during the Spring/Summer period of March 1st through October 1st. Concrete swales adjacent to walk trails or sidewalks shall be cleaned weekly to insure proper flow.

Zone 16:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 16 shall be a complete loop completed within three (3) weeks during the Fall/Winter period of October 1st through March 1st and be five (5) weeks during the Spring/Summer period of March 1st through October 1st. This site shall be reviewed twice a week for trash.

Zone 17:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 17 shall be a complete loop completed within two (2) weeks - regardless of time of year. Turf shall be maintained weekly.

Zone 21:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 21 shall be a complete loop completed within two (2) weeks regardless of time of year.

Zone 34:

1. The general trimming cycle and schedule for shrubs and groundcover within Zone 34 shall be a complete loop completed within two (2) weeks regardless of time of year.

Van Buren Boulevard Median:

1. The site shall be maintained on an interval not to exceed every four (4) weeks.

Etiwanda Avenue Median:

1. The site shall be maintained on an interval not to exceed every three (3) weeks.

Harvest Villages 1:

1. This site shall be maintained on an interval not to exceed every five (5) weeks. External trails and fencing to be maintained by other entities.

Rancho Del Sol:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

External trails and fencing to be maintained by other entities.

Mission Estates:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

External trails and fencing to be maintained by other entities.

The Quarry:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

External trails and fencing to be maintained by other entities.

Limonite Avenue Median (at Dollar Storage)

Sage Pointe:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Sky Park:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Cantera:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Harvest Villages II:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Harvest Villages III:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Serrano Ranch:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Inland Empire Cold Storage:

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Shops at Bellegrave

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Turnleaf

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Barrington Place

1. This site shall be maintained on an interval not to exceed every four (4) weeks.

Zone M

1. This site shall be maintained on an interval not to exceed every four (4) weeks

Zone N

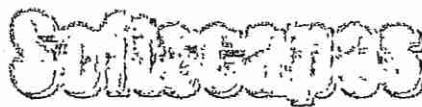
1. This site shall be maintained on an interval not to exceed every four (4) weeks

**EXHIBIT B****LIST OF LABOR AND EQUIPMENT CHARGES****(Unit Prices)**

L&LMD Zone/ CFD	FY 2019/20 Proposed Maintenance Expenditure
LMD ZONE 4	\$23,600
LMD ZONE 5	\$3,170
LMD ZONE 6	\$415
LMD ZONE 7	\$550
LMD ZONE 9	\$1,200
LMD ZONE 14	\$3,800
LMD ZONE 16	\$8,200
LMD ZONE 17	\$600
LMD ZONE 21	\$1,690
LMD ZONE 34	\$500
Van Buren Blvd. Median <sup>1</sup>	\$5,065
Etiwanda Avenue Median <sup>1</sup>	\$1,505
Rancho Del Sol	\$1,710
Harvest Villages <sup>1</sup>	\$5,153
Limonite ("Dollar Storage")Median	\$400
Mission Estates	\$4,148
The Quarry	\$2,805
Sage Pointe	\$2,330
Sky Park	\$2,330

Cantera	\$4,875
Harvest Villages II	\$4,010
Harvest Villages III	\$3,665
Serrano Ranch	\$5,450
I.E Cold Storage	\$975
Shops at Bellegrave	\$350
Turnleaf	\$5,005
Barrington Place	\$2,975
Zone M	\$670
Zone N	\$590
Monthly Total	\$97,736
Annual Total	\$1,172,832
Repair and Replacement	\$117,277
<b>Annual Grand Total</b>	<b>\$1,290,109</b>

1. Van Buren Blvd. Median and Etiwanda Avenue Median are not funded by JVL&LMD 89-1-C funds. Both medians are budgeted from Gas Tax.



**Landscape Corporation**  
Contractor's Lic #885872  
Arborist #WE-9861A

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

February 3, 2020

Attention: Mike Waltz

RE: Zone M

Mike,

Per your request I have put together the following proposal to maintain the landscaped areas at Zone "M" – Flyin' J. The price indicated includes water costs per the information provided by your email on February 3, 2020 and per JCSD water costs matrix.

MONTHLY LANDSCAPE MAINTENANCE.....\$395.00

MONTHLY WATER COSTS.....\$275.00

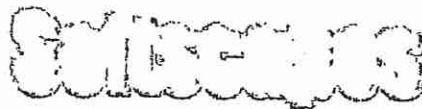
**TOTAL MONTHLY COST.....\$670.00**

If you would like us to proceed with this work return this proposal signed with your approval or call me at (714) 222-7518 so I can schedule the work to be completed as soon as possible.

Thank You,

Mike "Mac" McCarthy  
Softscapes Corporation

2157 N. Batavia St.  
Orange, CA 92665  
(714) 998-1144 Phone \* (714) 464-2878 Fax



**Landscape Corporation**  
Contractor's Lic #885872  
Arborist #WE-9861A

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

February 3, 2020

Attention: Mike Waltz

RE: Zone N

Mike,

Per your request I have put together the following proposal to maintain the landscaped areas at Zone "N" - Midland Carrier. The price indicated includes water costs per the information provided by your email on February 3, 2020 and per JCSD water costs matrix.

MONTHLY LANDSCAPE MAINTENANCE.....\$340.00

MONTHLY WATER COSTS.....\$250.00

**TOTAL MONTHLY COST.....\$590.00**

If you would like us to proceed with this work return this proposal signed with your approval or call me at (714) 222-7518 so I can schedule the work to be completed as soon as possible.

Thank You,

Mike "Mac" McCarthy  
Softscapes Corporation

2157 N. Batavia St.  
Orange, CA 92865  
(714) 998-1144 Phone \* (714) 464-2878 Fax

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** MARCH 5, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 16.A

### **APPROVAL OF NEW STAFF POSTIONS, (PRINICIPAL ACCOUNTANT AND ACCOUNTANT I, AND ADVERTISING COSTS**

---

#### **RECOMMENDATION**

- 1) That the City Council approve the creation of two (2) new positions, (Principal Account and Accountant I, Job Descriptions and Salary Ranges;
- 2) Appropriate three (3) month's salary to provide for the positions to be filled;
- 3) Authorize \$2,000 in recruitment advertising costs to be used as necessary.

#### **BACKGROUND**

With the retirement of our Administrative Services Director and the promotion of our Deputy Director of Administrative Services to Director, the department would like to take this opportunity to re-organize the department's staffing needs. Staff is recommending the elimination of the Deputy Director of Administrative Services position and adding a Principal Accountant and Accountant I.

Currently, the City has a contract Senior Accountant that completes monthly reconciliations and year end processes. This contract expires in June and the re-organization of the Finance Department would comply with separation of duties by adding a Principal Accountant to be responsible for the majority of Deputy Director of Administrative Services and Senior Accountant responsibilities. This will also allow the department to delegate other duties to the Accountant I position.

A salary survey was conducted utilizing the same methodology and adopted standards as conducted for the initial phase of employee positions. Salary ranges for the two new positions were established based on those salary surveys.

Staff has prepared a job description and proposed salary range for these positions.


## FINANCIAL IMPACT

There is no current budget for the proposed positions. Staff is asking for three (3) month's salary and benefits to be appropriated from the City's General Fund pursuant to the attached salary and benefits schedule. The salary schedule has top, middle, and bottom range for Principal Accountant. The City Manager is requesting that the salary be left open up to the top of the range depending on the experience of the potential hire. In addition staff is requesting \$2000 to provide for recruitment flyers and advertising.

## ALTERNATIVES

1. Do not approve the positions
2. Approve positions with changes

Prepared by:



Connie Cardenas  
Administrative Services Director

Submitted by:



Rod B. Butler  
City Manager

## Attachments:

1. Job Descriptions
2. Proposed Jurupa salary and benefits schedule for the positions

City of Jurupa Valley		Rate	Base Salary	Total Compensation	Cafeteria Benefit 1,400.00	401(a) Full/Part- Time 0.075 0.070	Unem- ployment 0.0310	Total Taxes/ 401(a) 2020	TOTAL BENEFITS	Total Salary/ Benefits
<b>Top Range</b>										
<b>SALARY BY EMPLOYEE</b>										
<b>Finance/Administrative Services</b>										
Deputy Director Admin Svcs.	Re-organize	56.34	117,187.20	117,187.20	16,800.00	8,203.10	217.00	10,369.92	12,915.68	-146,902.88
Principal Accountant	Re-organize	52.18	108,525.00	108,525.00	16,800.00	8,139.38	217.00	10,180.59	10,869.88	136,194.88
Accountant I	Re-organize	22.59	46,984.00	46,984.00	16,800.00	3,523.80	217.00	4,672.67	5,023.48	68,807.48
TOTAL			272,696.20	272,696.20	50,400.00	19,866.28	651.00	25,223.17	28,809.03	<b>58,099.48</b>
<b>Middle Range</b>										
<b>SALARY BY EMPLOYEE</b>										
<b>Finance/Administrative Services</b>										
Deputy Director Admin Svcs.	Re-organize	56.34	117,187.20	117,187.20	16,800.00	8,203.10	217.00	10,369.92	12,915.68	-146,902.88
Principal Accountant	Re-organize	47.32	98,435.00	98,435.00	16,800.00	7,382.63	217.00	9,277.53	9,911.33	125,146.33
Accountant I	Re-organize	22.59	46,984.00	46,984.00	16,800.00	3,523.80	217.00	4,672.67	5,023.48	68,807.48
TOTAL			262,606.20	262,606.20	50,400.00	19,109.53	651.00	24,320.12	27,850.48	<b>47,050.93</b>
<b>Bottom Range</b>										
<b>SALARY BY EMPLOYEE</b>										
<b>Finance/Administrative Services</b>										
Deputy Director Admin Svcs.	Re-organize	56.34	117,187.20	117,187.20	16,800.00	8,203.10	217.00	10,369.92	12,915.68	-146,902.88
Principal Accountant	Re-organize	42.93	89,284.00	89,284.00	16,800.00	6,696.30	217.00	8,458.52	9,041.98	115,125.98
Accountant I	Re-organize	22.59	46,984.00	46,984.00	16,800.00	3,523.80	217.00	4,672.67	5,023.48	68,807.48
TOTAL			253,455.20	253,455.20	50,400.00	18,423.20	651.00	23,501.10	26,981.14	<b>37,030.58</b>



## **CITY OF JURUPA VALLEY**

Department of Human Resources  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

**INVITES APPLICATIONS FOR THE POSITION OF:**

# **Principal Accountant**

An Equal Opportunity Employer

---

### **Annual Salary Range**

**\$73,279 - \$108,267**

#### **Definition**

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional, technical, and administrative support related to the processing of financial transactions and preparing and reconciling financial and accounting records and reports; performs professional accounting work to ensure regulatory compliance with governmental accounting standards; maintains and improves the City's accounting system; administers current and long-term planning activities; monitors department budgets; manages the effective use of assigned resources to improve organizational productivity and customer service; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies; provides highly responsible and complex professional assistance to the Administrative Services Director in areas of expertise; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the Administrative Services Director. Exercises direct and general supervision over professional, technical, and administrative support staff.

#### **Class Characteristics**

This is a management classification that manages all accounting activities in the

Finance Department. The employee organizes and oversees day-to-day financial processing, reporting, and record-keeping activities.

Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day activities and is responsible for providing professional-level support to the Administrative Services Director in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work. This class is distinguished from the Administrative Services Director in that the latter has overall responsibility for all functions of the Finance Department and for developing, implementing, and interpreting public policy.

### **Examples of Essential Functions**

**(Illustrative Only)** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Plans, manages, and oversees the daily functions, operations, and activities of the Finance Department, including preparing, monitoring, forecasting, and analyzing financial information, financial processing, reporting, and record-keeping.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the division; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division budgets.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and makes recommendations to the Director.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees on performance issues; recommends discipline to the Director or Assistant Director.
- Manages and participates in all activities related to the City's accounting function, including the accounting system, accounts payable, accounts

receivable, processing and issuance of checks and warrants, and cash receipts.

- Approves and oversees a variety of ledgers, reports, bank accounts, balance sheets, and accounting records; examines accounting transactions to ensure accuracy; approves journal vouchers to post transactions to accounting records; performs month-end, fiscal year-end, and calendar year-end accounting system processing.
- Initiates bank transfer to and from LAIF.
- Compiles, reviews, and posts general journal entries.
- Reviews computer reports to ensure accuracy of all invoices.
- Uses accounting software program to set up new vendors.
- Reviews staff reports for warrant register approval.
- Prepares and analyzes a variety of complex financial reports, statements, and schedules; prepares new-year, mid-year, year-end and special reports, including coordinating the State Controller's Report, Annual Roads Report, Annual State Compensation Report, and assisting in the compilation of the Comprehensive Annual Financial Report (CAFR).
- Assists with the preparation and compilation of the annual budget, including goals and objectives for the Finance Department and the City.
- Coordinates and oversees the City's multiple annual audits of financial statements by various agencies and independent auditors.
- Oversees the processing of payroll, deferred compensation wire transfer, and PARS reporting.
- Produces monthly and quarterly reports and payment requests for remittances.
- Produces and records budget adjustments from Council meeting agendas.
- Assists in the preparation of agenda items for City Council review.
- Participates in the development, revision, and maintenance of policy and procedure manuals governing fiscal matters; monitors financial procedures of all City departments, including internal audits and checks and balances; ensures that necessary corrective actions are taken.
- Provides information to City departments regarding financial policies and procedures; interprets policies and procedures for departments.
- Provides highly complex staff assistance to the Administrative Services Director; develops and reviews staff reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.

- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public agency finance and accounting; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect assigned functions and operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs other duties as assigned.

## **Qualifications**

### **Knowledge of:**

- Principles and practices of governmental accounting, public finance administration and budgeting, auditing, and reconciliation.
- Principles and practices of public agency budget development and administration, and sound financial management policies and procedures.
- Organizational and management practices as applied to the development, analysis and evaluation of projects, programs, policies, procedures, and operational needs of the department.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Recent and on-going developments, current literature, and sources of information related to the operations of the department.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

**Ability to:**

- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Manage and monitor complex projects, on-time and within budget.
- Plan, organize, assign, and review, and evaluate the work of staff; train staff in work procedures.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Evaluate and develop improvements in operations, procedures, policies or methods.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and in meetings with individuals.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required*

*qualifications would be:*

Equivalent to graduation from an accredited four-year college or university with major coursework in finance, accounting, business or public administration, or a closely related field and five (5) years of management and/or administrative accounting experience preferably in a Public Agency, including two (2) years of supervisory responsibility. (CPA highly desirable)

**Licenses and Certifications:**

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- Certification as a Certified Public Accountant in the State of California is highly desirable.

**Physical Demands**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing and walking between work areas is required. Employees in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

**Environmental Elements**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures and City codes.



## **CITY OF JURUPA VALLEY**

Department of Human Resources  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

**INVITES APPLICATIONS FOR THE POSITION OF:**

### **Accountant I/II**

An Equal Opportunity Employer

---

#### **Annual Salary Range**

Accountant I \$46,984 - \$69,417

Accountant II \$50,597 - \$74,754

#### **DEFINITION**

Under general supervision, performs professional accounting work ensuring that day-to-day accounting and fiscal activities are in conformance with accepted standards, laws and regulations; performs a full range of accounting duties that require application, analysis, and interpretation of accounting principles and accepted practices; audits, analyses, and verifies fiscal records and reports, and prepares financial and statistical reports; provides information to City staff regarding accounting practices and procedures; reconciles general ledger accounts; assists in preparing the City's annual budgets; prepares year-end audit reports and schedules; performs a variety of technical tasks in the oversight of the city payroll and the maintenance of an automated payroll system; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Deputy Director of Administrative Services. Exercises no supervision of staff.

#### **DISTINGUISHING CHARACTERISTICS:**

Accountant I: This is a journey-level professional accounting classification. Incumbents perform the full range of routine and complex accounting and record-keeping programs under only minimal supervision. Successful performance of the work requires thorough knowledge of governmental accounting practices and procedures, fund accounting, and fiscal management. Responsibilities include the application of professional knowledge and skills to various accounting matters and projects. The incumbent is required to be knowledgeable in all operating procedures and policies related to assigned areas of responsibility, work independently and exercise judgment and initiative. This class is distinguished from Accountant II by the latter's full range of professional level classification requiring more complex and responsible types of duties assigned to the class series.

Accountant II: This is the full journey-level professional accounting classification. Incumbents perform the full range of professional routine and complex accounting and record-keeping programs under only minimal supervision. Successful performance of the work requires thorough knowledge of governmental accounting practices and procedures, fund accounting, and fiscal management. Responsibilities include the application of professional knowledge and skills to various accounting matters and projects. The incumbent is required to be knowledgeable in all operating procedures and policies related to assigned areas of responsibility, work independently and exercise judgment and initiative.

### **TYPICAL DUTIES AND RESPONSIBILITIES (Illustrative Only):**

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides responsible professional and technical assistance in the administration and implementation of the City's financial, auditing, and accounting programs.
- Prepares a wide variety of financial and statistical reports, including year-end reporting, budgetary reports, assisting in the preparation of the Comprehensive Annual Finance Report (CAFR), and preparing other legal documents and management analysis.
- Monitors expenditures, revenues, and budget allocations to determine the City's financial status and prepares custom reports, graphs, and schedules as needed.
- Interprets, explains, and applies general and governmental accounting/auditing principles and procedures, laws, and regulations affecting the financial operations of municipal government.
- Coordinates and participates in general ledger and subsidiary accounts posting, balancing and reconciling; reconciles accounts to back-up detail and/or independent sources; analyzes records and prepares financial statements in accordance with generally accepted accounting principles; prepares bank reconciliation and coordinates printing of month-end reports.
- Maintains chart of accounts according to generally accepted accounting principles and city policy, corrects erroneously posted entries and deletes unused/unnecessary accounts; establishes new account numbers, organization keys and appropriate background coding in financial system; collects, analyzes and monitors financial data.
- Prepares annual State Controller's report and annual Street [Comment: I'm not familiar with this term] report.
- Performs bank account reconciliations, verifying accuracy of recorded transactions; prepares related work sheets, cash balances, proofs and other schedules; prepares monthly investment report for City Council.
- Compiles and prepares appropriate data for accounts payable processing; checks contract payables against contract and budget.

- May supervise the work of fiscal and clerical personnel in accounts payable; prepares invoices and purchase orders; reviews warrant register.
- Provides technical assistance to various city staff in matters related to financial accounting; assists departments in the proper classification of revenues and expenditures; acts as liaison to other city personnel, auditors, other agencies and the public regarding accounting activity.
- Analyzes data and time records submitted by departments and resolves inconsistencies to ensure conformance with appropriate city policies and regulations, salary schedules, State and Federal payroll law.
- Executes payroll runs; reviews and edits documents, corrects errors and balances payroll for each pay period; compiles routine reports related to payroll activity.
- Reconciles payroll and tax withholding records; prepares state and federal quarterly reports and makes income tax deposits to appropriate agencies; prepares and distributes Federal and State W-2 forms; reconciles and submits official Medicare program documents.
- Prepares month-end and year-end reports and reconciliations of employment and payroll distribution, payroll expenditures, benefit liabilities, master file adjustments and annual retirement contributions.
- Participates in year-end closing process as it relates to payroll matters; prepares and records year end journal entries for payroll accruals, compensated absences, salaries and adjusting entries for salary and benefits.
- Recommends and assists in the implementation of new or revised accounting systems, procedures and records; may participate in the development of computerized programs for various accounting analysis.
- Performs related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Modern principles, practices, and methods of public and governmental accounting and financing, including program budgeting and auditing and their application to municipal operations.
- General principles and practices of data processing and its applicability to accounting and municipal operations.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to municipal financial operations.
- Principles and practices of business organization and public administration.

- Record keeping principles and procedures.
- Financial research and report preparation methods and techniques.
- Modern office practices, methods, and computer equipment and applications related to work, including word processing and spreadsheet software.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

**Ability to:**

- Acquire knowledge of city ordinances, policies, systems, and procedures governing financial administration.
- Apply accounting principles to the reconciliation of accounts.
- Prepare a variety of highly specialized financial reports and statements in accordance with predetermined requirements.
- Reconcile payroll and related accounts to controls requiring an understanding of the relationship between payroll accounting records and documents, the automated payroll system and the city accounting system.
- Analyze financial data and draw sound conclusions.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Make accurate arithmetic, financial, and statistical computations.
- Enter and retrieve data from a computer with sufficient speed and accuracy.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand and carry out a variety of complex instructions in a responsible and independent manner.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.

- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

### **Education, Training and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Accountant I: Equivalent to graduation from an accredited four-year college or university with major coursework in accounting, finance, business or public administration, or related field with at least two (2) years of professional government accounting experience.

Accountant II: Equivalent to graduation from an accredited four-year college or university with major coursework in accounting, finance, business or public administration, or related field with at least three (3) years of professional government accounting experience

### **Licenses, Certificates, Special Requirements:**

None.

### **PHYSICAL AND MENTAL DEMANDS:**

The sensory demands of the job typically require speaking, hearing, touching and seeing. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Employee is frequently required to communicate with others, use a telephone and work on a personal computer. Close vision for reading and working on a visual display terminal screen and the ability to focus on small objects is required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 25 pounds.

While performing the duties of this job, an employee is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve non-routine and difficult office administrative problems; observe and interpret people and situations; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; work under intensive deadlines with frequent interruptions; and interact with City management, staff, contractors, vendors, external agencies, the public and others encountered in the course of work.

### **ENVIRONMENTAL ELEMENTS:**

Employees primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances. Employees also work in the field and facilities and may be exposed to hot and cold temperatures, inclement weather conditions, loud noise levels, vibration, confining workspace, chemicals,

mechanical and/or electrical hazards, and hazardous physical substances and fumes. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, work in heavy vehicle traffic conditions, and often work with constant interruptions. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies, procedures and City codes.

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** MARCH 5, 2020  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** THOMAS G. MERRELL, AICP, PLANNING DIRECTOR  
**SUBJECT:** AGENDA ITEM NO. 16.B

### **DISCUSSION OF A ZONING CODE AMENDMENT TO REVISE MULTI-FAMILY PARKING STANDARDS**

---

#### **RECOMMENDATION**

That the City Council receive a staff presentation regarding multi-family parking standards and initiate a zoning code amendment, give direction to staff and refer the issue to the Planning Commission for additional study, hearings and recommendations.

#### **BACKGROUND**

At a public hearing on February 20, 2020, the City Council conducted the second reading of Ordinance No. 2020-01 that adopted residential development standards for multi-family dwelling unit projects. As a part of consideration of the ordinance, the Council expressed interest in further evaluating the parking requirements for such projects and requested that staff return with an agenda item to provide additional information in order to consider initiating an amendment to the existing parking standards. In response, staff has prepared the following for City Council consideration.

#### **ANALYSIS**

The City has specific parking requirements that apply when a new multi-family development is proposed. Parking spaces required are calculated based on the number of bedrooms (see Table A below). In an effort to provide flexibility, the City's parking requirements offer some alternatives such as "shared parking," "special reviews," and "alternative programs."

Even though a City may have its own parking requirements, certain State laws will preempt the City's regulations whenever certain affordable housing projects are proposed. Senate Bill 35 prohibits a City from requiring parking for certain qualifying affordable housing proposals. A summary of SB 35 with respect to parking is included with this report.

**TABLE A – JURUPA VALLEY  
OFF-SITE PARKING REQUIREMENTS (Section.9.240.120)**

<i>Uses</i>	<i>Per Square Foot or Unit</i>	<i>Per Employee or Student</i>
(parking must be located on-site conveniently distributed throughout the project. For multiple family residences, condominiums, planned residential developments and senior citizen planned residential developments, at least one of the required parking spaces per unit shall be located in a garage or carport which is architecturally harmonious with the main structure. All parking spaces shall be located within 200 feet of the building they serve unless otherwise specified.)		
<b>Multiple family</b>		
Single bedroom or studio dwelling unit	1.25 spaces/unit	
Two bedrooms/dwelling unit	2.25 spaces/unit	
Three or more bedrooms/dwelling unit	2.75 spaces/unit	1 space/employee
<b>Planned residential development</b>		
Single bedroom dwelling unit	1.5 spaces/unit	
Two or more bedroom dwelling unit	2.5 spaces/unit	

Senior citizen (Parking spaces shall be located no more than 150 feet from the unit they serve)	Refer to single-family and multiple family residential requirements stated above.	
-------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------	--

In addition, the zoning code sets forth the following flexibility;

*Requests for Modifications from Parking Standards.*

The Planning Director may, without notice or hearing, permit modifications to the circulation and parking layout requirements where topographic or other physical conditions make it impractical to require strict compliance.

*Alternative Programs for Parking*

A residential, commercial or industrial project may provide for alternative programs which reduce parking demand in return for a reduction in the number of off-street parking spaces required.

Alternative programs that may be considered by the Planning Director under this provision include, but are not limited to, the following:

*Mass transit.* Developments which are located within one hundred and fifty (150) feet of a mass transit facility may have their parking requirement reduced by two (2) percent of the total number of required parking spaces

*Planned residential development—Senior citizen.* A twenty (20) percent reduction in the total number of required parking spaces may be allowed when an alternative senior citizen transportation program is proposed.

*Shared Parking Requirements*

The Planning Director may, upon application by the owner or lessee of any property, authorize shared use of parking facilities under the following conditions;

- Sufficient evidence shall be presented to the Planning Director to demonstrate that no substantial conflict in the principal hours or periods of peak demand will exist between the uses or structures which propose to share parking.

- The building or use for which an application for shared parking is being made shall be located within one hundred and fifty (150) feet of the parking area to be shared.
- No more than fifty (50) percent of the parking space requirement shall be met through shared parking.

### *Rubidoux Village Policy Area*

For projects within the "Rubidoux Village Policy Area" of the Jurupa Area Plan which are zoned R-VC (Rubidoux-Village Commercial), the Planning Director may, upon application by the owner or the lessee of any property, having fifty (50) feet or more of street frontage or seven thousand, five hundred (7,500) square footage in building area, authorize shared use of parking facilities under the following conditions:

- Individual lots of less than fifty (50) feet in width or seven thousand, five hundred (7,500) square feet in area are exempt from the on-site parking requirement.
- Individual lots with areas between seven thousand, five hundred (7,500) and fifteen thousand (15,000) square feet may use street and public parking to meet no more than seventy-five (75) percent of the parking requirement.
- Individual lots in excess of fifteen thousand (15,000) square feet may use street and public area parking to meet no more than fifty (50) percent of the parking requirement.
- When street parking is used to meet the parking requirement, all regular and handicap stalls on the street within six hundred (600) feet of the boundaries of the project may be counted. This provision applies to parking along Mission Boulevard, as well as the local streets that serve Mission Boulevard
- When street parking is used to meet the parking requirement, all regular and handicap stalls on the street within six hundred (600) feet of the boundaries of the project may be counted. This provision applies to parking along Mission Boulevard, as well as the local streets that serve Mission Boulevard
- An exemption from the off-street parking requirements is granted for all existing uses and structures undergoing remodeling or improvements that do not propose to alter the existing permitted uses, expand the area devoted to such uses or alter the existing parking arrangement.

### *Special Review of Parking*

The Planning Director may reduce the parking requirement otherwise prescribed for any use or combination of uses as part of the review of a development plan including, but not limited to, a site development permit, a conditional use permit, a public use permit, a surface mining permit, a planned residential development or a specific plan, based on the following conditions:

- The applicant shall submit a request for modification of parking standards, including sufficient evidence and documentation, to demonstrate to the Planning Director that unusual conditions warrant a parking reduction. Evidence shall include, but is not limited to, the following:
- Information showing that the parking area serves uses having peak parking demands which occur at different times.
- Floor plans which indicate that the floor area devoted to customer or employee use is less than typical for the size building proposed.
- Documentation that other programs which will be implemented by the developer or tenant(s) will result in a reduced parking demand, such as the provision of monetary incentives to employees who regularly utilize public transit or participate in a car or van pool.

An exemption from the off-street parking requirements is granted for all existing uses and structures undergoing remodeling or improvements that do not propose to alter the existing permitted uses, expand the area devoted to such uses or alter the existing parking arrangement.

### **Senate Bill 35**

The State of California enacted a law in 2017 that requires cities to follow a “Streamlined Ministerial Approval Process” for certain qualifying multi-family development projects. In particular, if a project includes a certain percentage of affordable housing, it may be eligible for the streamlined ministerial process, as well as be exempt from parking requirements. Specifically, the law reads:

(1) Automobile parking standards shall not be imposed on a development that meets any of the following criteria:

- (A) The development is located where any part of the parcel or parcels on which the development is located is within one-half mile of public transit, as defined by Section 102(r) of these Guidelines.

(B) The development is located within a district designated as architecturally or historically significant under local, state, or federal standards.

(C) When on-street parking permits are required, but not made available to the occupants of the development.

(D) When there is a car share vehicle, (i.e. a designated location to pick up or drop off a car share vehicle as defined by Section 102(d),) within one block of the development. A block can be up to 1,000 linear feet of pedestrian travel along a public street from the development.

(2) For all other developments, the local government shall not impose automobile parking requirements for streamlined developments approved pursuant to this section that exceed one parking space per unit.

## **SUMMARY**

In the past, local governments have used the reduction of parking requirements as an incentive to promote the construction of particular types of projects. Conversely, parking can also be used as a disincentive if regulations are too excessive. Although the state is attempting to promote affordable housing by reducing (or eliminating) parking requirements, if a project is not subject to SB 35, the City's regulations will continue to still apply.

If the City Council determines that current parking standards for multi-family developments may be inadequate to prevent spillover parking and other negative impacts to surrounding neighborhoods, it may initiate a code amendment to strengthen the parking standards for multi-family projects, provide direction to staff and refer the matter to the Planning Commission for further study, public hearing and recommendations.

## **FINANCIAL CONSIDERATIONS**

The cost associated with processing a zoning code amendment, including staff time for research, analysis and subsequent Planning Commission hearings, is estimated to cost approximately \$5,000 which would be covered by the Planning Department budget.

## **ALTERNATIVES**

1. That the City Council receive a staff presentation regarding multi-family parking standards and, by motion, initiate a zoning code amendment, give direction to staff and refer the issue to the Planning Commission for additional study, hearings and recommendations.
2. Elect not to move forward with the Zoning Code Amendment. This will result in parking standards remaining as is.

Prepared by:



Thomas G. Merrell, AICP  
Planning Director

Submitted by:



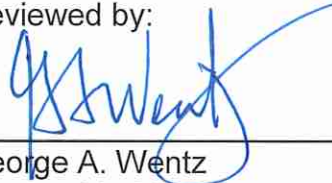
Rod B. Butler  
City Manager

Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



George A. Wentz  
Deputy City Manager