REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL

Thursday, May 7, 2020
Closed Session: 6:00 p.m.
Regular Session: 7:00 p.m.
City Council Chamber
8930 Limonite Avenue, Jurupa Valley, CA 92509

Special Notice

In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20, this meeting will be closed to the public. You may watch the live webcast at this link: https://www.jurupavalley.org/422/Meeting-Videos Public email comments may be submitted to the City Clerk at CityClerk@jurupavalley.org Members of the public are encouraged to submit email comments prior to 6:00 p.m. Thursday but email comments must be submitted prior to the item being called by the Mayor. The City Clerk shall announce all email comments, provided that the reading shall not exceed three (3) minutes, or such other time as the Council may provide, because this is the time limit for speakers at a Council Meeting. Comments on Agenda items during the Council Meeting can only be submitted to the City Clerk by email. The City cannot accept comments on Agenda items during the Council Meeting on Facebook, social media or by text.

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

2. 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 on the advice of City's legal counsel pursuant to Government Code Sections 54956.9(d)(3) and (e)(3) with respect to the claim of Rocio Badilla.

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.

3. 7:00 PM - RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

4. 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

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. APPROVAL OF AGENDA

8. PRESENTATIONS

9. PUBLIC APPEARANCE/COMMENTS

Public comments may be submitted to the City Clerk at CityClerk@jurupavalley.org. Email comments on matters that are not on the Agenda and email comments for matters on the Consent Calendar must be submitted prior to the time the Mayor calls the item for Public Comments. Members of the public are encouraged to submit comments prior to 6:00 p.m. Thursday. The City Clerk shall announce all email comments, provided that the reading shall not exceed three (3) minutes, or such other time as the Council may provide, because this is the time limit for speakers at a Council Meeting. The email comments submitted shall become part of the record of the Council Meeting. Government Code Section 54954.2 prohibits the City Council from taking action on a specific item until it appears on an agenda.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

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

A. COUNCIL MEMBER BRIAN BERKSON

1. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF APRIL 24, 2020

B. COUNCIL MEMBER MICHEAL GOODLAND

1. UPDATE ON THE HEALTHY JURUPA VALLEY COMMUNITY MEETING OF MAY 2, 2020

2. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS MEETING OF MAY 4, 2020

12. CITY MANAGER'S UPDATE

13. APPROVAL OF MINUTES

A. APRIL 16, 2020 REGULAR MEETING

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

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

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $ 2,974,790.04

Requested Action: That the City Council ratify the check registers dated April 9, 16 and 23, 2020 as well as the payroll register dated April 18, 2020.

C. ORDINANCE NO. 2020-04

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-04, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 302.8 GROSS ACRES OF REAL PROPERTY LOCATED AT 1500 RUBIDOUX BOULEVARD (APNS: 175-170-005, PORTIONS OF -006, -027, -028, -030, -036, -040, -042, -043, -045, AND -046; 175-180-001; AND 175-200-001, -002, -003, -004, -005, -007, -008, -009) FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) AND MANUFACTURING-HEAVY (M-H) ZONES TO SPECIFIC PLAN (SP) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

D. ORDINANCE NO. 2020-05

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-05, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND CRESTMORE REDEVELOPMENT, LLC FOR THE AGUA MANSA COMMERCE PARK PROJECT

E. RESOLUTION RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE COVID-19 (CORONAVIRUS) PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH THE PANDEMIC

1. Requested Action: That the City Council adopt Resolution No. 2020-21, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH COVID-19 PANDEMIC

2. Receive City Staff oral briefing on impacts to the City and City's response to COVID-19 pandemic and provide direction to Staff regarding future actions.

F. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MANTAINED STREET SYSTEM FOR TRACT MAP 33428-2 HARVEST VILLAGES LOCATED EAST OF PATS RANCH ROAD, WEST OF WINEVILLE AVENUE, NORTH OF BOCA PLACE, AND SOUTH OF PARKCENTER DRIVE (LENNAR HOMES OF CALIFORNIA, INC.

1. Requested Action: That the City Council adopt Resolution No. 2020-22, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 33428-2 HARVEST VILLAGES EAST OF PATS RANCH ROAD, WEST OF WINEVILLE AVENUE, NORTH OF BOCA PLACE, AND SOUTH OF PARKCENTER DRIVE). PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

3. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien; and

4. Direct the City Engineer to reduce the Performance Bond for the street improvements to start the one-year warranty period after which the City Engineer may fully release the bond.

G. APPROVAL OF PARCEL MAP 32563 LOCATED ON THE EAST SIDE OF LUCRETIA AVENUE BETWEEN HOLMES AVENUE AND 64TH STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, ACCEPTANCE OF IMPROVEMENT BONDS AND AGREEMENTS AND SURVEY MONUMENTATION BOND AND AGREEMENT (DA XIONG AND LI JUAN ZHENG)

1. Requested Action: That the City Council approve Parcel Map 32563 and accept the dedications as follows:

a. Accept the offers of dedication of easement for street and public utility purposes over Lots "A" through "F" inclusive as shown on Parcel Map 32563.

b. Release and relinquishment of abutter's rights of access along Holmes Avenue, the owners of Parcels 2 and 3 abutting this highway and during such time will have no rights of access except the general easement of travel as shown on Parcel Map 32563.

2. Authorize the Mayor and City Clerk to sign Parcel Map 32563.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreement.

4. Accept the cash bond deposit in the amount of $135,500.

H. RELEASE OF IMPROVEMENT BONDS FOR PARCEL MAP 37005 LOCATED ON THE NORTHWEST CORNER OF DE FOREST CIRCLE AND NOBEL COURT (DAVIS JCR MIRA LOMA INDUSTRIAL LAND INVESTORS, LLC)

1. Requested Action: That the City Council authorize the City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

2. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien; and

3. Direct the City Engineer to release the Performance Bond for the water and sewer improvements.

I. RESOLUTION AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JUJRUPA VALLEY AND AMENDING THE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL NEW DEVELOPMENT NOT OTHERWISE EXEMPT IN THE CITY OF JURUPA VALLEY

Requested Action: That the City Council adopt Resolution No. 2020-23, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY

J. AWARD OF CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR COREY STREET AND KENNEDY STREET PAVEMENT REHABILITATION, CIP PROJECT NO. 19104

1. Requested Action: That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of $272,000 for the Corey Street and Kennedy Street 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.

K. APPROVAL OF CONTRACT CHANGE ORDER NO. 1 – TRAFFIC SIGNAL MODIFICATIONS, CIP PROJECT NO. 17-C.2

1. Requested Action: That the City Council authorize the City Manager to execute Contract Change Order No. 1, pursuant to the requirements set forth in the agreement; and

2. That the City Council appropriate $18,520 of unencumbered Development Impact Fee funds to the project account to fund the total project costs.

l. APPROVAL OF OPTIONAL PROVISIONS TO ICMA-RC TO PROVIDE CORONA-VIRUS RELATED RELIEF

Requested Action: That the City Council approve new optional provisions to ICMA-RC in order to provide Coronavirus-related relief.

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER CALLING A SPECIAL ELECTION; DECLARING THE RESULTS OF THE ELECTION; AND APPROVING FORMATION AND LEVY OF SPECIAL TAXES FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET, TR36822

1. Requested Action: That the City Council open the public hearing and take testimony, if any.

2. Following the public hearing, staff recommends that the City Council adopt Resolution No. 2020-24, entitled:

A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFORE, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF; AND

3. That the City Council adopt Resolution No. 2020-25, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT; AND

4. That the City Council adopt Resolution No. 2020-26, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN; AND

5. That the City Council waive full reading, read by title only and introduce Ordinance No. 2020-06, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

B. PUBLIC HEARING TO CONSIDER THE APPEAL OF THE PLANNING COMMISSION'S DECISION ON MA18239 (CUP NO. 18011) FOR THE APPROVAL OF THE CONSTRUCTION OF A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING AND THE ESTABLISHMENT OF A TRUCKING OPERATION PROPOSED ON RUBIDOUX BOULEVARD,

NORTH OF 28TH STREET (APN: 178-222-010) CASE NUMBER: MA20063 (AP20002), (APPLICANT: COUNCILMEMBER CHRIS BARAJAS)

1. Requested Action: That the City Council open the public hearing and take testimony, if any.

2. Following the public hearing, staff recommends that the City Council adopt Resolution No. 2020-27, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, SUSTAINING THE PLANNING COMMISSION'S ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVAL OF CONDITIONAL USE PERMIT NO. 18011 TO CONSTRUCT A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING AND THE ESTABLISHMENT OF A TRUCKING OPERATION PROPOSED ON RUBIDOUX BOULEVARD, NORTH OF 28TH STREET (APN: 178-222-010)

17. COUNCIL BUSINESS

A. COUNCIL INITIAL CONSIDERATION OF SUBMITTING A BALLOT MEASURE FOR THE VOTERS TO ADOPT NEW REGULATIONS GOVERNING COMMERCIAL CANNABIS ACTIVITIES IN THE CITY, INCLUDING THE SALE, MANUFACTURE, TESTING, AND CULTIVATION OF CANNABIS AND TO INCREASE THE TAX ON COMMERCIAL CANNABIS ACTIVITY IN THE CITY

1. Requested Action: That the City Council begin the discussion of whether to submit a ballot measure to the voters to adopt new regulations governing commercial cannabis businesses in the City and to increase the tax on commercial cannabis activity in the City.

2. Provide direction to Staff as to provisions to be included in the new regulations and tax.

B. INTRODUCTION OF AN ORDINANCE OF THE CITY OF JURUPA VALLEY PROVIDING FOR THE PROTECTION OF HEALTH AND SAFETY ON PUBLIC PROPERTY, INCLUDING PROHIBITING CERTAIN CONDUCT ON PUBLIC PROPERTY AND THE REMOVAL AND CLEAN-UP OF TRASH, DEBRIS AND ABANDONED PERSONAL PROPERTY

1. Requested Action: That the City Council conduct a first reading and introduce Ordinance No. 2020-06, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTERS 11.75 AND 11.80 TO THE JURUPA VALLEY MUNICIPAL CODE PROVIDING FOR THE PROTECTION OF

HEALTH AND SAFETY ON PUBLIC PROPERTY, INCLUDING PROHIBITING LIVING IN VEHICLES, HINDERING FREE PASSAGE OF PEDESTRIANS, CERTAIN BODILY FUNCTIONS, AND STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY AND PROVIDING FOR THE REMOVAL AND CLEAN-UP OF TRASH, DEBRIS AND ILLEGALLY STORED OR ABANDONED PERSONAL PROPERTY

2. That the City Council adopt a revised Administrative Procedure regarding the Removal of Unlawful Campsites and Personal Property.

C. FORMATION OF AN AD HOC COMMITTEE TO ADVISE THE CITY COUNCIL ON THE USE AND ALLOCATION OF THE FUTURE FUNDS FROM THE DEVELOPMENT AGREEMENT FOR THE "AGUA MANSA COMMERCE PARK PROJECT" MASTER APPLICATION (MA) NO. MA16170 [GPA16003, CZ16008, SP16002, DA16002, TPM37528 & SDP18044]

That the City Council (1) approve the formation of an Ad Hoc Committee to advise the City Council concerning the City's use and allocation of the funds received pursuant to the "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project" and (2) appoint two members of the City Council to the Ad Hoc Committee, with the City Manager, the Deputy City Manager, and the Finance Director serving as the staff to the Ad Hoc Committee.

D. DISCUSSION OF SHOPPING CART REGULATORY ORDINANCE (AT THE REQUEST OF COUNCIL MEMBER CHRIS BARAJAS)

Requested Action: That the City Council consider whether to direct Staff to prepare an ordinance regulating the use of shopping carts in the City. If the Council wants to develop such an ordinance, then provide Staff with any comments on potential regulations for the ordinance.

E. CONSIDERATION OF A JURUPA VALLEY COVID-19 (CORONAVIRUS) SMALL BUSINESS STIMULUS PROGRAM

That the City Council provide direction to staff on whether the Council wishes to implement a COVID-19 small business stimulus program, and if so, whether it prefers a grant program to be funded with supplemental Community Development Block Grant (CDBG) monies, or a loan program funded with General Fund reserves.

18. CITY ATTORNEY'S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

Adjourn to the Regular Meeting of May 21, 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.

Agendas and Minutes are posted on the City's website at www.jurupavalley.org.

RETURN TO AGENDA

MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
April 16, 2020

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

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

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

Mayor Kelly called the regular meeting to order at 7:05 p.m. He announced that Mayor Pro Tem Lorena Barajas would be participating by teleconference. Council Member Micheal Goodland was absent.

2. INVOCATION was given by Imam Shaw, Islamic Center of Jurupa Valley.

3. PLEDGE OF ALLEGIANCE was led by Mayor Anthony Kelly.

Mayor Kelly announced that Spanish translation services will be available for this meeting.

4. APPROVAL OF AGENDA

A motion was made by Council Member Chris Barajas, seconded by Council Member Brian Berkson, to approve the Agenda. A roll call vote was taken.

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

5. PRESENTATIONS

6. PUBLIC APPEARANCE/COMMENTS

Council Member Micheal Goodland arrived at 7:18 p.m.

Spencer Rogers provided locations where he witnessed illegal fruit vendors. He voiced concern that this should not be tolerated during the current COVID-19 pandemic, noting that many of the vendors are not wearing masks, gloves, or performing social distancing. He asked that the City's Code Enforcement make this issue a priority.

John Lee Massie voiced concern regarding the increased traffic that may occur due to the connection of Sierra to Pacific. He referenced other issues which include the lack of lighting under the 60 Freeway and Pacific Bridge. Also, he is concerned regarding the parking of RV's in the same area which impedes the line of sight. He noted that the bridge creates a tunnel view and it is difficult to judge motorist speeds. He requested the addition of stop signs, speed bumps, and restricted parking to fix this issue.

Betty Anderson referred to previous comments made by Council Member Goodland that he was against two-story homes, noting his approval of the Riverbend and Paradise Knolls housing tracts. She referenced prior favorable comments made by Council Member Goodland and Council Member Berkson regarding the Pilot Flying J project, stating that big rigs continue to be parked all over the community. She voiced concern that the applicant for the Emerald Meadows project overstated the number of supporters by incorrectly counting some individuals twice and was allowed to engage in a lengthy discussion with the Council before the public hearing was closed.

7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Pro Tem Lorena Barajas announced that there are several COVID-19 testing sites available at the following locations: Lake Elsinore, Indio, Riverside, and Perris. Individuals who are experiencing symptoms may make an appointment by calling (800) 945-6171.

Council Member Brian Berkson gave an update on the COVID-19 virus, stating that there are currently 59 cases in Jurupa Valley, with unfortunately, one death. He conveyed condolences to the members of that family. He thanked members of the public for following the precautionary measures which is keeping the curve down.

Mayor Anthony Kelly conveyed condolences to the family of the individual that passed away due to the COVID-19 virus. He encouraged residents to stay safe and keep practicing social distancing.

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

A. MAYOR ANTHONY KELLY, JR.

1. Mayor Kelly announced that the Transportation Now Coalition meeting of April 9, 2020 was cancelled.

2. Mayor Kelly gave an update on the Northwest Mosquito and Vector Control District meeting of April 16, 2020.

B. COUNCIL MEMBER CHRIS BARAJAS

1. Council Member Barajas gave an update on the Western Community Energy Joint meeting of the Board of Directors and Technical Advisory Committee meeting of April 8, 2020.

C. COUNCIL MEMBER BRIAN BERKSON

1. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of April 8, 2020.

2. Council Member Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of April 10, 2020.

3. Council Member Berkson gave an update on the Mobile Source Air Pollution Reduction Review Committee meeting of April 16, 2020.

D. COUNCIL MEMBER MICHEAL GOODLAND

1. Council Member Micheal Goodland gave an update on the Healthy Jurupa Valley Community meeting of April 7, 2020.

9. CITY MANAGER'S UPDATE

City Manager Rod Butler reported on the funding that the City will be receiving as part of the COVID-19 crisis and the funding that was included in the $2 trillion federal bail-out package. The funds should be made available by the end of this fiscal year. He reported that cities who are direct recipients of Community Development Block Grant programs will also be receiving an additional allocation due to the COVID-19 health emergency. The City's share will be approximately $700,000 in special funding for this year.

10. APPROVAL OF MINUTES

A. MARCH 26, 2020 SPECIAL MEETING

B. APRIL 2, 2020 REGULAR MEETING

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Minutes of the March 26, 2020 Special meeting and the April 2, 2020 Regular meeting. A roll call vote was taken.

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

11. CONSENT CALENDAR

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $2,674,118.57

Requested Action: That the City Council ratify the check registers dated March 27 and April 2, 2020 as well as the payroll register dated March 31 and April 4, 2020.

C. ADOPTION OF THE LIST OF PROJECTS FOR FISCAL YEAR 2020/2021 FUNDED BY SENATE BILL 1 AND THE FIVE-YEAR MEASURE 'A' LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

1. Requested Action: That the City Council adopt Resolution No. 2020-16, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020/21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

2. That the City Council adopt Resolution No. 2020-17, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2020/2021 THROUGH 2024/2025

D. AWARD OF CONSTRUCTION AGREEMENT TO ALL AMERICAN ASPHALT, INC. FOR THE GRANITE HILL DRIVE PAVEMENT REHABILITATION, CIP PROJECT NO. 19103 – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

1. Requested Action: That the City Council approve and award a construction agreement to All American Asphalt, Inc. in the amount of $999,777 for the Granite Hill Drive 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 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.

E. ADDITIONAL CONSTRUCTION CONTINGENCY REQUEST FOR 2019-2020 CDBG – PONTIAC AVENUE NEIGHBORHOOD PAVEMENT REHABILITATION, CIP PROJECT NO. 19105

Requested Action: That the City Council authorize the City Manager to execute contract change orders not to exceed $88,857, pursuant to requirements set forth in the agreement.

A motion was made by Mayor Pro Tem Lorena Barajas, seconded by Council Member Micheal Goodland, to approve the Consent Calendar with the exception of Items No. 11.C and 11.D, which were removed for further discussion. A roll call vote was taken.

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

12. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

11.C ADOPTION OF THE LIST OF PROJECTS FOR FISCAL YEAR 2020/2021 FUNDED BY SENATE BILL 1 AND THE FIVE-YEAR MEASURE 'A' LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM – <u>REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION</u>

Council Member Chris Barajas requested that Item 11.C be removed from the Consent Calendar for further discussion.

Steve Loriso, City Engineer, provided additional information and responded to Council's questions.

Further discussion followed.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution Nos. 2020-16 and 2020-17, with the following modification: that Phase 1 and Phase 3 will be swapped, entitled:

RESOLUTION NO. 2020-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020/21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RESOLUTION NO. 2020-17 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2020/2021 THROUGH 2024/2025

A roll call vote was taken

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

11.D AWARD OF CONSTRUCTION AGREEMENT TO ALL AMERICAN ASPHALT, INC. FOR THE GRANITE HILL DRIVE PAVEMENT REHABILITATION, CIP PROJECT NO. 19103 – <u>REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION</u>

Council Member Chris Barajas requested that Item 11.D be removed from the Consent Calendar for further discussion.

Steve Loriso, City Engineer, provided additional information and responded to Council's questions.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve and award a construction agreement to All American Asphalt, Inc. in the amount of $999,777 for the Granite Hill Drive 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 in such final form as approved by the City Attorney; 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 authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

A roll call vote was taken.

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

13. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. MA16170 (GPA16003, CZ16008, SP16002, DA16002, SDP18044, TPM37528), "AGUA MANSA COMMERCE PARK SPECIFIC PLAN" – NEW SPECIFIC PLAN ON 302.8 ACRES OF LAND AND THE CONSTRUCTION OF A TOTAL OF 4.4 MILLION SQUARE-FEET OF WAREHOUSE DISTRIBUTION BUILDINGS AND A 70-ACRE OPEN SPACE AT 1500 RUBIDOUX (FORMER TXI RIVERSIDE CEMENT PLANT); APPLICANT: CRESTMORE REDEVELOPMENT, LLC (VIRIDIAN)

Annette Tam-Chyan, Principal Planner, presented the staff report. She provided an overview of the developer's proposal, the background of the project since first submitted in 2016, and the boundaries of the project which includes approximately 300 acres. Ms. Chyan reported that the project site includes a previous cement plant which the applicant has agreed to remediate.

Edward Perea, the City's Environmental Consultant, provided an environmental analysis of the project. He reported that the project required an Environmental Impact Report which was prepared under the supervision of the City which is standard practice. Mr. Perea noted that the project is a Brownfield site which means it has contamination of hazardous materials on the property. The developer has enrolled in a voluntary clean-up program with the State Department of Toxic Substances Control in order to clean up the property. He added that there are three environmental impacts that cannot be reduced to less than significant. These are air quality emissions from the construction of the project, vehicle truck emissions, and consistency with the South Coast Air Quality Management Plan.

George Wentz, Deputy City Manager provided information on the provisions in the proposed Development Agreement. He outlined the amount of community benefits that the City can expect to receive over the next several years.

Tate Goss, President, Viridian Partners, (applicant), spoke in support of the project. He provided the background of his company and their work which involves acquiring and remediating distressed properties. He explained the current condition of the former Riverside Cement Plant and how they plan to remediate the contamination of the site.

Erik Zitek, representing Viridian Partners, (applicant), gave an overview of the project and the condition of the former cement plant. He reported that they have been working with the Department of Toxic Substances Control to develop a response plan which will oversee the remediation. He provided information on the community benefits and offered to answer any questions.

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

Jose Ramirez commented that he is a member of Liuna Local 1184. Projects like the Agua Mansa Commerce Center are important not only for him, but his fellow co-workers who work on these projects. These good-paying jobs provide for his family and allow him to be close to home instead of spending countless hours on the freeway. He stated that this project, if approved would allow him more quality time with his family and the ability to give back to his community.

Betty Anderson commented that she is opposed to any more logistic warehouses in the City. She stated that she is glad this applicant wants to clean up this Brownfield, but she is opposed to the idea of any warehouses on this property.

Juan Serrato commented that he is a member of Liuna Local 1184. Projects like the Agua Mansa Commerce Center are important not only for him but for his fellow co-workers who work on these projects. These good paying jobs provide for his family and allow him to be close to home so he does not have to spend hours on the freeway. The best part about it is that he gets to help build his community. He can show off his work to family and friends and say he helped build that project.

Eddie Rivera commented that he is a member Liuna Local 1184. He stated that such projects that are close to home are rare and they provide many construction workers the opportunity to work where they live. This project will provide many construction workers with good jobs, good wages and union healthcare benefits that cover members and their entire families. Moving forward with this project will provide Riverside County a much-needed economic boost.

Jacqui Lee voiced opposition to the logistic warehouses in the Rubidoux, Agua Mansa Center. She urged the Council to keep them in the Mira Loma Warehouse/ Distribution overlay. She stated that there is already too much air pollution and truck traffic in this area.

Tate Goss, President, Viridian Partners (applicant), provided additional information and responded to the speaker's comments.

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

Mayor Anthony Kelly read aloud a press release regarding the 2008 lawsuit when California Attorney General Edmund G. Brown Jr. and District Attorney Rod Pacheco sued TXI International, which operated the Riverside cement plant, for exposing residents to the potent carcinogen hexavalent chromium without

providing warnings to the community. He stated that the City is now trying to clean up some of these issues and he is pleased that this developer is willing to see this project as a "diamond in the rough." He supports the forward thinking about the potential of this project as the area includes one of the main entrances to the City.

Further discussion followed regarding the air filtration systems that will be installed in homes near the project.

Serita Young, Deputy City Attorney, clarified that the air filtration program is based on the amount of diesel particulate impacts and will be isolated around the proposed truck route areas. The areas were not selected because of the contamination blowing off of the site because the project proposes to encapsulate that as part of the remediation process.

Mayor Pro Tem Lorena Barajas questioned the setbacks to the property line.

Erik Zitek, representing Viridian Partners, (applicant), responded that the setbacks relate to the industrial properties across the street. He stated that the site plan indicates that they are over 400 feet from the nearest residential property, adding that they worked diligently to increase buffering and employee parking to ensure that trucks are not within the public right-of-way.

Mayor Pro Tem Lorena Barajas requested that the developer hire at least 15% of local residents for the construction of the project.

Following discussion, Tate Goss (applicant) stated that their job fairs would be open to Jurupa Valley residents only, which should satisfy local hiring requirements.

Council Member Micheal Goodland expressed his support of the project's community benefits, enhancements, and their mitigation efforts to remediate the Brownfield issues.

Further discussion followed.

Council Member Chris Barajas suggested that the presence of such large amounts of chromium 6 is not conductive to residential development. He suggested that the truck route be diverted through Agua Mansa with a roundabout at Castellano Road. In addition, he proposed that a clause be added to the Development Agreement that if future logistic uses are approved as part of this project, with no point of sale, that the $0.10 square foot general assessment is increased to $0.30 per square foot.

Tate Goss, President, Viridian Partners (applicant), discussed the difficulty in putting in a roundabout at the suggested location. Following discussion, he suggested that this issue may be worked out in the future.

Brent McManigal, Gresham Savage, (representing the applicant) clarified that the Etiwanda and Country Village truck restrictions were adopted after significant

study by the City. He recommended that the Council launch a similar technical study of the impacts of a possible roundabout that could potentially direct truck traffic to different areas.

Serita Young, Assistant City Attorney clarified that the potential of creating a different truck route could possibly impact the CEQA analysis.

Further discussion followed regarding the environmental impacts of a roundabout.

Brent McManigal, Gresham Savage Nolan & Tilden, (representing the applicant) stated that the developer spent considerable time negotiating the development agreement and they believe it is fair. He requested that the Council go forward with the agreement that was negotiated with staff.

Mayor Anthony Kelly suggested the formation of an Ad Hoc Committee to oversee the uses of the community benefit funding.

Council Member Chris Barajas discussed the amount of mitigation for the impacts of the project that are included in the proposed development agreement, noting that logistics will provide long-term damage to the area. He suggested increasing that amount to cover the annual costs to mitigate the long-term damage to the City's roads.

Further discussion followed.

Council Member Brian Berkson state that he is not in favor of such a large warehousing project as it will bring truck traffic and cause destruction of the City's streets over time. He stated that the community benefits do not outweigh the project's impacts. He suggested that the mitigation measure needs to have a built-in escalation clause.

At the request of Council Member Brian Berkson, Steve Loriso, City Engineer, provided the approximate costs of repairing city streets.

Mayor Anthony Kelly voiced his support of the project, stating that it will create a manufacturing and retail hub which will provide an economic and environmental benefit to the community.

Further discussion followed.

Council Member Chris Barajas suggested that the development agreement be amended to include an escalator clause at CPI or 3%, whichever is greater to make sure there is continuing funding to mitigate the impacts of the project.

Tate Goss, President, Viridian Partners (applicant), addressed earlier comments and agreed to the escalator adjustment.

A motion was made by Council Member Chris Barajas, seconded by Mayor Anthony Kelly, to adopt Resolution Nos. 2020-18 and 2020-19, with the condition that 1) Section 4.36 of the Development Agreement will be modified to include an escalator to Section 4.36 at CPI or 3%, whichever is greater and 2) direct staff to bring back the formation of a Council Ad Hoc Committee that would oversee the use of the community benefit funds, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR A 4.4 MILLION SQUARE FOOT INDUSTRIAL PARK PROJECT (AGUA MANSA COMMERCE PARK SPECIFIC PLAN; STATE CLEARINGHOUSE NO. 2017071034)

RESOLUTION NO. 2020-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 16003, SPECIFIC PLAN NO. 16002, TENTATIVE PARCEL MAP NO. 37528, SITE DEVELOPMENT PERMIT NO. 18044 AND THE REMOVAL OF THE SUBJECT PROPERTY FROM THE BOUNDARIES OF THE AGUA MANSA INDUSTRIAL CORRIDOR SPECIFIC PLAN NO. 210 AREA TO PERMIT THE SUBDIVISION OF APPROXIMATELY 282 GROSS ACRES LOCATED AT 1500 RUBIDOUX BOULEVARD (APNS: 175-170-005, PORTIONS OF -006, -027, -028, -030, -036, -040, -042, -043, -045, AND -046; 175-180-001; AND 175-200-001, -002, -003, -004, -005, -007, -008, -009) INTO 13 PARCELS TO ALLOW FOR A 4.2 MILLION SQUARE FOOT INDUSTRIAL BUSINESS PARK PROJECT AND THE ESTABLISHMENT OF LOGISTICS WITHIN THE INDUSTRIAL PARK DISTRICT OF SPECIFIC PLAN NO. 16002, AND MAKING FINDINGS PURSUANT TO CEQA; AND

Introduce Ordinance No. 2020-04, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 302.8 GROSS ACRES OF REAL PROPERTY LOCATED AT 1500 RUBIDOUX BOULEVARD (APNS: 175-170-005, PORTIONS OF -006, -027, -028, -030, -036, -040, -042, -043, -045, AND -046; 175-180-001; AND 175-200-001, -002, -003, -004, -005, -007, -008, -009) FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) AND MANUFACTURING-HEAVY (M-H) ZONES TO SPECIFIC PLAN (SP) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA; AND

Introduce Ordinance No. 2020-05, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND CRESTMORE REDEVELOPMENT, LLC FOR THE AGUA MANSA COMMERCE PARK PROJECT

A roll call vote was taken:

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

B. PUBLIC HEARING FOR THE CDBG ANNUAL ACTION PLAN (2020-2021) AND THE AMENDED CITIZEN PARTICIPATION PLAN

Sean McGovern, Management Analyst, presented the staff report.

Robert Vasquez, representing GRC Associates, Inc., provided additional information regarding the home rehabilitation program and responded to Council's questions.

Further discussion followed.

Council Member Chris Barajas asked whether there were any street improvements planned for Pacific Avenue, noting that the Safe Routes to School project will provide new sidewalks and bike lanes; however, the road is in dire need of repair.

Steve Loriso, City Engineer, described the funding mechanism for the Safe Routes to School project, which does not include funding for street improvements.

Council Member Chris Barajas suggested bringing back an item that would fund street repairs on Pacific Avenue.

Mayor Anthony Kelly asked for clarification as to whether a street lighting program could be implemented using Community Development Block Grant funds.

Sean McGovern, Management Analyst, responded that a new street light can be constructed as a component of capital infrastructure, however, the ongoing costs of the street lights is not fundable with CDBG funds so the City would need to determine how to fund the light bill.

Steve Loriso, City Engineer, provided additional information regarding the types of solar lighting and replacement costs.

Mayor Anthony Kelly asked that an item be brought back for discussion that would consider developing a street light policy.

Further discussion followed.

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

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

A motion was made by Council Member Chris Barajas, seconded by Council Member Brian Berkson, to receive and file the 2020-2021 Annual Action Plan; receive and file the amended Citizen Participation Plan; and adopt Resolution No. 2020-20, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING THE ANNUAL ACTION PLAN (2020-2021) AND THE AMENDED CITIZEN PARTICIPATION PLAN FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

A roll call vote was taken.
Roll Call:
Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

14. COUNCIL BUSINESS

A. INITIATION OF AN AMENDMENT TO SECTION 9.240.290 (ACCESSORY DWELLING UNITS) TO THE CITY OF JURUPA VALLEY MUNICIPAL CODE

Thomas Merrell, Planning Director, presented the staff report.

Betty Anderson commented that she noticed that in denying an Accessory Dwelling Unit, it has to have sewer. Most of the Santa Ana River Water Company's service territory does not have sewer. That means that ADU's cannot be approved in Mira Loma and Riverdale Acres.

Jacqui Lee commented that she is concerned about the parking, the traffic, the noise, the pollution and the safety of the horseback riders if the City allows over-building in the city. She urged the Council to be careful in what the City agrees to as residents want to maintain their rural atmosphere.

Victoria Kirkman commented that the staff report was confusing. She asked that the differences between the state's mandates and the City of Jurupa

Valley's ordinances, be made clear so residents can make an informed decision on this subject.

A motion was made by Council Member Michael Goodland, seconded by Council Member Chris Barajas, to initiate an amendment to Section 9.240.290 (Accessory Dwelling Units) of the Jurupa Valley Municipal Code to modify the provisions of the section to be consistent with new State legislation. A roll call vote was taken.

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

B. ADDITION OF SEVEN NEW POSITIONS, AND RECLASSIFICATION OF ADMINSTRATIVE ASSISTANT I TO MANAGEMENT AIDE

Rod Butler, City Manager, presented the staff report.

Victoria Kirkman commented that all hiring should be frozen until the impact of COVID-19 on the City has been determined.

Discussion followed regarding posting these job openings as promotional opportunities for current City employees before the positions are opened up to outside applicants.

A motion was made by Council Member Brian Berkson, seconded by Council Member Micheal Goodland, to approve the creation of seven new positions, (Assistant City Manager, Assistant Building Official, Building/Code Enforcement Manager, Building Inspection Supervisor, Code Enforcement Supervisor, Director of Community Development, Receptionist), effective Fiscal Year 2020-21, Job Descriptions and Salary Range; authorize $50,000 in recruitment advertising costs to be used as necessary; and reclassify the Administrative Assistant I to a Management Aide with the addition that the job openings will be posted in-house before the positions are opened up to outside applicants. A roll call vote was taken.

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

15. CITY ATTORNEY'S REPORT

Serita Young, Assistant City Attorney had no report.

16. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Chris Barajas asked that City staff look into the roundabout for the Viridian project.

Mayor Anthony Kelly encouraged members of the public to stay vigilant and take all necessary precautions in light of the COVID-19 pandemic. He conveyed condolences to anyone who lost a loved one due to the Corona virus.

17. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 11:26 p.m.

The next meeting of the Jurupa Valley City Council will be held May 7, 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: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

SUBJECT: **AGENDA ITEM NO. 14.B**

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated April 9, 16 and 23, 2020 as well as the payroll register dated April 18, 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:

04/09/20	$ 256,608.68
04/16/20	$ 1,763,802.76
04/23/20	$ 902,600.12

Payroll register:

04/18/20	$	51,778.48
TOTAL		$ 2,974,790.04

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 April 9, 16, and 23, 2020.
2. Payroll Register dated April 18, 2020.

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13194	4/9/2020	01546	BMW MOTORCYCLES OF, RIV	6024022	3/11/2020	BMW SVCS- O-RING, GASKET	336.42	336.42
	Voucher:							
13195	4/9/2020	01099	CALIFORNIACHOICE BENEFIT	3381496	4/1/2020	MAY 2020 MEDICAL INSURAN	7,115.18	7,115.18
	Voucher:							
13196	4/9/2020	00196	CIVIC SOLUTIONS, INC	040320	4/3/2020	MAR 2020 PROF SERVICES	148,535.00	148,535.00
	Voucher:							
13197	4/9/2020	00015	EDISON - SOUTHERN CALIFO	2-38-499-8514	4/4/2020	STREET LIGHT ELECTRIC	4,917.83	
	Voucher:			2-39-045-9410	4/2/2020	CFD 2013-001 LIGHT ELECTR	1,474.61	
				2-39-045-7315	4/4/2020	CFD 2014-001 LIGHT ELECTR	561.58	
				2-42-223-8170	4/4/2020	STREET LIGHT ELECTRIC (H/	54.47	
				2-35-433-9533	4/4/2020	STREET LIGHT ELECTRIC	47.25	
				2-38-507-9140	4/4/2020	PUMP STATION ELECTRIC	28.75	
				2-38-508-0296	4/4/2020	PUMP STATION ELECTRIC	24.26	
				2-38-507-9033	4/4/2020	PUMP STATION ELECTRIC	23.86	
				2-35-433-9731	4/4/2020	PUMP STATION ELECTRIC	20.41	
				2-38-707-4222	4/4/2020	STREET LIGHT ELECTRIC	15.55	
				2-38-506-3094	4/4/2020	STREET LIGHT ELECTRIC	14.36	
				2-40-914-7931	4/4/2020	LLMD ELECTRIC CHARGES	12.72	
				2-38-508-0510	4/4/2020	STREET LIGHT ELECTRIC	12.55	
				2-40-914-8079	4/4/2020	LLMD ELECTRIC CHARGES	12.50	
				2-38-508-0064	4/4/2020	PUMP STATION ELECTRIC	11.80	
				2-38-507-8951	4/4/2020	PUMP STATION ELECTRIC	11.71	
				2-38-507-8548	4/4/2020	STREET LIGHT ELECTRIC	11.58	
				2-38-507-8365	4/4/2020	STREET LIGHT ELECTRIC	11.37	
				2-38-508-0403	4/4/2020	PUMP STATION ELECTRIC	11.37	
				2-40-534-6651	4/4/2020	STREET LIGHT ELECTRIC	11.06	
				2-38-507-8571	4/4/2020	STREET LIGHT ELECTRIC	10.94	
				2-38-507-8829	4/4/2020	STREET LIGHT ELECTRIC	10.94	
				2-38-983-2460	4/4/2020	STREET LIGHT ELECTRIC	10.94	
				2-40-617-0027	4/4/2020	STREET LIGHT ELECTRIC	10.94	
				2-38-507-8308	4/4/2020	PUMP STATION ELECTRIC	10.94	
				2-38-507-8514	4/4/2020	STREET LIGHT ELECTRIC	10.91	
				2-38-508-0486	4/4/2020	PUMP STATION ELECTRIC	10.84	
				2-38-507-8217	4/4/2020	PUMP STATION ELECTRIC	10.80	

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				2-38-507-8886	4/4/2020	STREET LIGHT ELECTRIC	10.80	
				2-38-507-9793	4/4/2020	STREET LIGHT ELECTRIC	10.80	
				2-38-508-0692	4/4/2020	STREET LIGHT ELECTRIC	10.80	
				2-38-507-8258	4/4/2020	PUMP STATION ELECTRIC	10.80	
				2-38-507-8324	4/4/2020	PUMP STATION ELECTRIC	10.80	
				2-38-507-8662	4/4/2020	STREET LIGHT ELECTRIC	10.70	
				2-38-507-8696	4/4/2020	STREET LIGHT ELECTRIC	10.70	
				2-38-507-8720	4/4/2020	STREET LIGHT ELECTRIC	10.70	7,462.94
13198	4/9/2020	00015	EDISON - SOUTHERN CALIFO	2-42-223-8261	4/4/2020	STREET LIGHT ELECTRIC (H,	10.54	
	Voucher:			2-38-508-0585	4/4/2020	PUMP STATION ELECTRIC	10.31	20.85

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13199	4/9/2020	00015	EDISON - SOUTHERN CALIFO	2-38-467-0477	4/2/2020	CDF 14-002 STREET LIGHT E	522.77	
	Voucher:			2-33-840-6655	4/2/2020	STREET LIGHT ELECTRIC	268.35	
				2-38-500-0898	4/2/2020	STREET LIGHT ELECTRIC	191.17	
				2-41-364-0913	3/31/2020	LLMD ELECTRIC CHARGES	115.36	
				2-38-499-9512	4/2/2020	STREET LIGHT ELECTRIC	109.50	
				2-38-500-2613	4/2/2020	STREET LIGHT ELECTRIC	101.63	
				2-36-296-0767	4/1/2020	STREET LIGHT ELECTRIC	98.37	
				2-38-500-1482	4/2/2020	STREET LIGHT ELECTRIC	92.33	
				2-38-467-0402	4/2/2020	CFD 2013-001 STREET LIGHT	85.88	
				2-40-702-6715	4/1/2020	STREET LIGHT ELECTRIC	75.12	
				2-40-778-4933	4/2/2020	CFD14-001 STREET LIGHT EL	75.12	
				2-38-499-9868	4/2/2020	STREET LIGHT ELECTRIC	68.69	
				2-41-364-0566	3/31/2020	LLMD ELECTRIC CHARGES	65.32	
				2-40-777-8042	4/2/2020	STREET LIGHT ELECTRIC	62.63	
				2-38-507-9736	4/2/2020	PUMP STATION ELECTRIC	54.33	
				2-40-721-2992	4/2/2020	STREET LIGHT ELECTRIC	50.05	
				2-41-364-1192	4/4/2020	STREET LIGHT ELECTRIC	45.81	
				2-38-500-0625	4/1/2020	STREET LIGHT ELECTRIC	34.40	
				2-38-500-1276	4/2/2020	STREET LIGHT ELECTRIC	34.40	
				2-38-500-2506	4/2/2020	STREET LIGHT ELECTRIC	34.40	
				2-38-500-2357	4/2/2020	STREET LIGHT ELECTRIC	34.40	
				2-41-364-0756	4/2/2020	STREET LIGHT ELECTRIC	30.67	
				2-38-500-2852	4/2/2020	STREET LIGHT ELECTRIC	25.07	
				2-38-901-7450	4/2/2020	STREET LIGHT ELECTRIC	25.07	
				2-38-500-1078	4/2/2020	STREET LIGHT ELECTRIC	17.19	
				2-38-500-3082	4/2/2020	STREET LIGHT ELECTRIC	17.19	
				2-38-499-7938	4/2/2020	STREET LIGHT ELECTRIC	17.19	
				2-40-448-6672	4/2/2020	STREET LIGHT ELECTRIC	17.19	
				2-38-499-8381	4/2/2020	STREET LIGHT ELECTRIC	12.49	
				2-39-006-1497	4/2/2020	STREET LIGHT ELECTRIC	12.49	
				2-38-507-8613	4/2/2020	STREET LIGHT ELECTRIC	10.06	
				2-42-245-7010	4/2/2020	SHOPS @ BELLEGRAVE CFD	10.06	2,414.70
13200	4/9/2020	00015	EDISON - SOUTHERN CALIFO	2-38-272-9663	4/3/2020	TRAFFIC SIGNAL ELECTRIC	6,713.16	
	Voucher:			2-34-593-4541	4/3/2020	CITY HALL ELECTRIC CHARG	1,587.20	8,300.36

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13201	4/9/2020	00015	EDISON - SOUTHERN CALIFO	2-40-010-3776	4/2/2020	CFD IRR ELECTRICAL CHAR(	96.73	
	Voucher:			2-39-606-9478	3/31/2020	SIGNAL LIGHT ELECTRIC CH.	76.85	173.58
13202	4/9/2020	00587	FASTENAL COMPANY	CAJUR39418	3/26/2020	BOTTLED WATER	604.62	
	Voucher:			CAJUR39424	3/27/2020	PW SUPPLIES- CONTR BAG	475.24	
				CAJUR39486	3/30/2020	GLOVES	193.73	1,273.59
13203	4/9/2020	01236	HD SUPPLY CONSTRUCTION	10000121482	4/1/2020	PERMA PATCH	2,995.66	2,995.66
	Voucher:							
13204	4/9/2020	00199	JURUPA COMMUNITY SERVIC	21933-002	4/1/2020	JCSD WATER CHARGES	814.07	
	Voucher:			40163-003	4/1/2020	IRR WATER CHARGES	258.80	
				23828-003	4/1/2020	JCSD WATER CHARGES	242.96	
				23875-003	4/1/2020	JCSD WATER CHARGES	207.28	
				23829-003	4/1/2020	JCSD WATER CHARGES	207.28	
				23342-003	4/1/2020	JCSD WATER CHARGES	162.91	
				25472-003	4/1/2020	JCSD WATER CHARGES	161.02	
				28035-003	4/1/2020	9801 FAIRFOR (IRR)	89.32	
				23343-002	4/1/2020	JCSD WATER CHARGES	71.48	2,215.12
13205	4/9/2020	02375	LES SCHWAB TIRE CENTERS	56900128204	3/24/2020	TRAILER TIRE REPAIR	126.39	126.39
	Voucher:							
13206	4/9/2020	01369	MCE CORPORATION	2003005	4/4/2020	MAR 2020 MAINTENANCE SV	53,762.64	
	Voucher:			2003011	4/2/2020	MAR 2020 HOT PATCH MATEI	334.23	
				2003010	4/2/2020	MAR 2020 VARIOUS CALL OU	51.48	54,148.35
13207	4/9/2020	00848	MOBILE MODULAR STORAGE	300207288	4/2/2020	APR 2020 STG CTR.#742458 &	243.52	
	Voucher:			300204237	3/27/2020	APR 2020 STORAGE CONTAII	125.10	368.62
13208	4/9/2020	01517	OFFICE DEPOT, INC	468854329001	3/31/2020	OFFICE SUPPLIES	315.96	
	Voucher:			415998392001	12/16/2019	OFFICE SUPPLIES	189.63	
				468956824001	4/1/2020	OFFICE SUPPLIES	174.34	
				468245309001	3/31/2020	OFFICE SUPPLIES	59.11	
				466953409001	3/30/2020	OFFICE SUPPLIES	57.38	
				456436701001	3/11/2020	OFFICE SUPPLIES	28.44	
				396478082001	10/30/2019	OFFICE SUPPLIES	5.38	830.24
13209	4/9/2020	00245	ORTIZ, ROGELIO	20181	3/30/2020	EMBROIDERED SHIRT- JUST	43.08	43.08
	Voucher:							
13210	4/9/2020	01463	RIVERSIDE PERSONNEL, SEF	85614	4/8/2020	STAFFING SVCS WEEK ENDI	993.94	993.94
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13211	4/9/2020	01516	SANTA FE BUILDING MAINTEN	18385	3/31/2020	MAR 2020 CITY HALL MAINTE	3,594.17	
	Voucher:			18400	3/31/2020	MAR 2020 NOON CITY HALL M	1,719.03	5,313.20
13212	4/9/2020	01253	SOFTSCAPES CORPORATION	1643	4/2/2020	APR 2020 LANDSCAPE MAINT	8,200.00	
	Voucher:			1644	4/2/2020	APR 2020 LANDSCAPE MAINT	150.00	8,350.00
13213	4/9/2020	01706	SOUTHWEST SITE SERVICES	42147	3/27/2020	APR 2020 PORTABLE RENTAL	1,171.50	1,171.50
	Voucher:							
13214	4/9/2020	02380	SWAGIT PRODUCTIONS, LLC	14913	3/31/2020	MAR 2020 VIDEO STREAMING	1,345.00	1,345.00
	Voucher:							
13215	4/9/2020	00100	THE GAS COMPANY	40220	4/2/2020	MAR 2020 GAS SERVICE	119.24	119.24
	Voucher:							
13216	4/9/2020	01883	TRAFFIC MANAGEMENT INC.	611474	3/26/2020	MARKET ST. BRIDGETRAFFIC	2,371.00	2,371.00
	Voucher:							
13217	4/9/2020	01733	UNIFIRST CORPORATION	3251517303	3/2/2020	MAR 2020 UNIFORM CLEANIN	62.03	
	Voucher:			3251519652	3/9/2020	MAR 2020 UNIFORM CLEANIN	62.03	
				3251522050	3/16/2020	MAR 2020 UNIFORM CLEANIN	62.03	
				3251524415	3/23/2020	MAR 2020 UNIFORM CLEANIN	62.03	248.12
13218	4/9/2020	02239	UNITED RENTALS (NORTH AM	180568455	4/1/2020	TIRE REPAIR FOR SKID STEE	336.60	336.60
	Voucher:							

Sub total for CHASE BANK: 256,608.68

25 checks in this report.

Grand Total All Checks: 256,608.68

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13219	4/16/2020	01367	APSCREEN	10998	11/22/2019	EMPLOYMENT BACKGROUNI	150.00	
	Voucher:			11434	3/26/2020	EMPLOYMENT BACKGROUNI	80.00	
				11161	1/15/2020	EMPLOYMENT BACKGROUNI	65.00	295.00
13220	4/16/2020	01366	CALIFORNIA NEWSPAPERS P	0011378086	4/9/2020	PROJECT NO. 19104 NOTICE	1,962.00	
	Voucher:			0011373660	3/23/2020	040220 -PH (RES NO. 2020-05	853.60	
				0011374272	3/23/2020	MA16146 NOTICE OF CITY C(	649.00	
				0011377285	4/6/2020	MA16170 NOTICE OF CITY C(	561.00	
				0011377281	4/6/2020	MA16170 NOTICE OF CITY C(	500.50	4,526.10
13221	4/16/2020	01101	CHOICE BUILDER	577516	4/2/2020	MAY 2020 DENTAL/VISION PL	710.49	710.49
	Voucher:							
13222	4/16/2020	00024	CITY OF BREA, - ACCOUNT RA	SIT000836	4/10/2020	MAR 2020 IT SERVICES	6,237.00	6,237.00
	Voucher:							
13223	4/16/2020	00049	COUNTY OF RIVERSIDE, SHE	SH0000037168	3/31/2020	1/30/20-2/26/20 POLICE SERV	1,539,535.16	1,539,535.16
	Voucher:							
13224	4/16/2020	00099	COUNTY OF RIVERSIDE, TLM.	TL0000014941	10/10/2019	SEP 2019 SLF COSTS	15,355.44	
	Voucher:			TL0000015034	12/11/2019	NOV 2019 SLF COSTS	12,519.15	27,874.59
13225	4/16/2020	00015	EDISON - SOUTHERN CALIFO	2-38-499-7185	4/7/2020	STREET LIGHT ELECTRIC	859.16	
	Voucher:			2-33-840-4775	4/7/2020	STREET LIGHT ELECTRIC	485.48	
				2-39-859-7088	4/7/2020	SIGNAL LIGHT ELECTRIC CH.	52.77	
				2-35-433-9657	4/9/2020	PUMP STATION ELECTRIC	38.27	
				2-39-935-7235	4/7/2020	SIGNAL LIGHT ELECTRIC CH.	17.53	1,453.21
13226	4/16/2020	00015	EDISON - SOUTHERN CALIFO	2-42-016-9609	4/11/2020	CFD IRR ELECTRICAL CHAR(	13.27	
	Voucher:			2-38-506-3359	4/11/2020	STREET LIGHT ELECTRIC	10.06	23.33
13227	4/16/2020	01278	FAIR HOUSING CNCL OF RIVE	RR#9FY1920	4/3/2020	MAR 2020 LANDLORD/TENAN	1,633.69	1,633.69
	Voucher:							
13228	4/16/2020	01039	HINDERLITER, DE LLAMAS & ,	0033605-IN	4/9/2020	ECONOMIC DEVELOPEMNT S	4,500.00	4,500.00
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13229	4/16/2020	00199	JURUPA COMMUNITY SERVIC	41884-002	4/8/2020	CFD WATER CHARGES	258.80	
	Voucher:			40264-002	4/8/2020	LLMD WATER CHARGES	234.61	
				40893-002	4/8/2020	CFD WATER CHARGES	229.81	
				43055-002	4/8/2020	LLMD WATER CHARGES	185.55	
				40265-002	4/8/2020	LLMD WATER CHARGES	174.40	
				43381-002	4/8/2020	LLMD WATER CHARGES	158.79	
				40164-002	4/8/2020	IRR WATER CHARGES	132.63	
				41009-002	4/8/2020	LLMD WATER CHARGES	129.46	
				40916-002	4/8/2020	LLMD WATER CHARGES	129.46	
				40895-002	4/8/2020	CFD WATER CHARGES	89.32	
				42064-002	4/8/2020	LLMD WATER CHARGES	64.79	
				43868-002	4/8/2020	CFD IRRI WATER CHARGES	64.79	
				21722-002	4/8/2020	LLMD WATER CHARGES	38.82	
				21845-002	4/8/2020	LLMD WATER CHARGES	38.82	
				21723-002	4/8/2020	LLMD WATER CHARGES	38.82	1,968.87
13230	4/16/2020	01672	JURUPA VALLEY MED. PRTNR	3	4/6/2020	LD17-371 OFFSITE WORK FO	89,449.76	89,449.76
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13231	4/16/2020	00685	LENNAR HOMES OF CA	BD-2015-7659	4/14/2020	BD-2015-7659 BLDG REIMB 1	21,891.24	
	Voucher:			BD-2016-9378	4/14/2020	BD-2016-9378 BLDG REIMB 6	1,236.69	
				BD-2016-11793	4/14/2020	BD-2016-11793 BLDG REIMB	883.71	
				BD-2016-9083	4/14/2020	BD-2016-9083 BLDG REIMB 6	763.05	
				BD-2017-14766	4/14/2020	BD-2017-14766 BLDG REIMB	392.39	
				BD-2017-14773	4/14/2020	BD-2017-14773 BLDG REIMB	319.98	
				BD-2017-14767	4/14/2020	BD-2017-14767 BLDG REIMB	319.98	
				BD-2017-14772	4/14/2020	BD-2017-14772 BLDG REIMB	319.97	
				BD-2016-12044	4/14/2020	BD-2016-12044 BLDG REIMB	220.71	
				BD-2016-12041	4/14/2020	BD-2016-12041 BLDG REIMB	196.16	
				BD-2017-14769	4/14/2020	BD-2017-14769 BLDG REIMB	175.14	
				BD-2017-14768	4/14/2020	BD-2017-14768 BLDG REIMB	175.13	
				BD-2016-12047	4/14/2020	BD-2016-12047 BLDG REIMB	168.56	
				BD-2016-12046	4/14/2020	BD-2016-12046 BLDG REIMB	168.56	
				BD-2016-12043	4/14/2020	BD-2016-12043 BLDG REIMB	152.23	
				BD-2016-12037	4/14/2020	BD-2016-12037 BLDG REIMB	126.74	
				BD-2016-12036	4/14/2020	BD-2016-12036 BLDG REIMB	126.74	
				BD-2016-12042	4/14/2020	BD-2016-12042 BLDG REIMB	112.08	
				BD-2017-14770	4/14/2020	BD-2017-14770 BLDG REIMB	102.72	
				BD-2016-12048	4/14/2020	BD-2016-12048 BLDG REIMB	79.81	
				BD-2016-12049	4/14/2020	BD-2016-12049 BLDG REIMB	75.87	
				BD-2016-12035	4/14/2020	BD-2016-12035 BLDG REIMB	46.60	
				BD-2016-12033	4/14/2020	BD-2016-12033 BLDG REIMB	42.66	
				BD-2017-14771	4/14/2020	BD-2017-14771 BLDG REIMB	30.30	
				BD-2017-14774	4/14/2020	BD-2017-14774 BLDG REIMB	30.29	
				BD-2017-14884	4/14/2020	BD-2017-14884 BLDG REIMB	22.91	
				BD-2014-3838	4/14/2020	BD-2014-3838 BLDG REIMB 6	20.23	
				BD-2016-12051	4/14/2020	BD-2016-12051 BLDG REIMB	15.11	28,215.56
13232	4/16/2020	00244	LOWE'S HIW, INC	040220	4/2/2020	MAR 2020 PW & CITY HALL S	394.25	394.25
	Voucher:							
13233	4/16/2020	00848	MOBILE MODULAR STORAGE	300210375	4/7/2020	APR 2020 STORAGE CTR#73	104.85	104.85
	Voucher:							
13234	4/16/2020	01517	OFFICE DEPOT, INC	473230018001	4/8/2020	OFFICE SUPPLIES	214.05	
	Voucher:			461998568001	3/19/2020	OFFICE SUPPLIES	138.23	352.28

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13235	4/16/2020	02138	SHOPS @ BELLEGRAVE LLC	LD17-554	4/16/2020	LD17-554 BOND REC#2041-0(	12,000.00	12,000.00
	Voucher:							
13236	4/16/2020	01253	SOFTSCAPES CORPORATION	1649	4/9/2020	MAR 2020 VAN BUREN LANDS	4,275.45	
	Voucher:			1648	4/9/2020	MAR 2020 ZONE 21 LANDSCA	1,439.66	
				1646	4/9/2020	MAR 2020 ZONE 9 LANDSCAI	1,037.09	
				1647	4/9/2020	MAR 2020 ZONE 17 LANDSCA	528.52	
				1645	4/9/2020	MAR 2020 ZONE 7 LANDSCAI	485.21	7,765.93
13237	4/16/2020	01088	WEST COAST ARBORISTS, IN	158976	3/31/2020	MAR 2020 19-20 CFD 2013-00	23,520.00	
	Voucher:			158974	3/31/2020	MAR 2020 19-20 ZONE 4 TREI	6,556.00	
				158973	3/31/2020	MAR 2020 19-20 TREE MAINT	4,682.00	
				158975	3/31/2020	MAR 2020 19-20 GF GPS TRE	1,956.00	36,714.00
13238	4/16/2020	02057	WEST VALLEY WATER DISTRI	45400	3/24/2020	FEB 2020 METER #83339266 -	48.69	48.69
	Voucher:							

Sub total for CHASE BANK: 1,763,802.76

20 checks in this report.

Grand Total All Checks: 1,763,802.76

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13239	4/23/2020	01226	ADLERHORST INTERNATION/	104458	3/2/2020	FEB 2020 MONTHLY K9 ON SI	175.00	
	Voucher:			104597	3/30/2020	MAR 2020 MONTHLY K9 ON-S	175.00	350.00
13240	4/23/2020	00240	AMERICAN FORENSIC NURSE	73127	2/29/2020	LAB SVCS- SHERIFF'S DEPT.	770.00	
	Voucher:			73190	2/29/2020	LAB SVCS- SHERIFF'S DEPT.	475.00	
				73191	2/29/2020	LAB SVCS- SHERIFF'S DEPT.	385.00	
				73128	2/29/2020	LAB SVCS- SHERIFF'S DEPT.	360.00	
				73149	2/29/2020	LAB SVCS- SHERIFF'S DEPT.	330.00	
				73213	2/29/2020	LAB SVCS- SHERIFF'S DEPT.	110.00	2,430.00
13241	4/23/2020	00233	BIO-TOX LABORATORIES INC	39489	3/13/2020	FEB 2020 LAB SVCS- SHERIF	1,574.00	
	Voucher:			39488	3/13/2020	FEB 2020 LAB SVCS- SHERIF	1,286.00	
				39541	3/13/2020	FEB 2020 LAB SVCS- SHERIF	571.00	3,431.00
13242	4/23/2020	02326	BLADES GROUP, LLC.	18011287	4/14/2020	ROCK ASPHALT 50 LB BAGS	4,924.29	4,924.29
	Voucher:							
13243	4/23/2020	01366	CALIFORNIA NEWSPAPERS P	0011377663	4/8/2020	MA19142 NOTICE OF PENDIN	369.60	369.60
	Voucher:							
13244	4/23/2020	02273	CASA OF SOUTHWEST RIVER	663	2/26/2020	LAB SERVICES SHERIFF'S DE	1,400.00	1,400.00
	Voucher:							
13245	4/23/2020	00014	CHARTER BUSINESS, - COM	1028733041020	4/10/2020	APR 2020 BUSINESS TV	73.62	73.62
	Voucher:							
13246	4/23/2020	01393	CHERRY VALLEY FEED AND F	0805	3/5/2020	DOG FOOD DOR CITY K9 HYI	329.66	329.66
	Voucher:							
13247	4/23/2020	00851	CIRCLE CITY TOWING, INC	198093	12/5/2019	TOWING SVCS- SHERIFF'S D	100.00	100.00
	Voucher:							
13248	4/23/2020	01232	CITYSOURCED, INC.	CS-000074SI	3/18/2020	CITYSOURCED SUBSCRIPTI(	10,300.00	10,300.00
	Voucher:							
13249	4/23/2020	01360	COUNTY OF RIVERSIDE, SHE	SH0000037225	4/10/2020	JAN- MAR 2020 JAG17 TRAFF	3,464.08	3,464.08
	Voucher:							
13250	4/23/2020	00099	COUNTY OF RIVERSIDE, TLM	TL0000015219	4/8/2020	MAR 2020 SLF COSTS	29,063.02	29,063.02
	Voucher:							
13251	4/23/2020	01020	CRIME SCENE STERI-CLEAN,	40513	2/23/2020	JV200540110 BIO HAZARD CL	750.00	
	Voucher:			40542	3/4/2020	JV20040125 BIO HAZARD CLE	750.00	1,500.00

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13252	4/23/2020	00015	EDISON - SOUTHERN CALIFO	2-38-507-8118	4/17/2020	LLMD ELECTRIC CHARGES	15.28	
	Voucher:			2-38-507-8035	4/17/2020	LLMD ELECTRIC CHARGES	11.02	
				2-38-507-7615	4/17/2020	LLMD ELECTRIC CHARGES	10.86	
				2-38-507-7821	4/17/2020	LLMD ELECTRIC CHARGES	10.86	
				2-38-507-8175	4/17/2020	LLMD ELECTRIC CHARGES	10.14	
				2-42-016-9609	4/17/2020	CFD IRR ELECTRICAL CHARC	10.06	
				2-38-507-7961	4/17/2020	LLMD ELECTRIC CHARGES	8.22	76.44
13253	4/23/2020	01611	EXCLUSIVE RECOVERY, INC	10983	3/30/2020	TOWING SVCS- SHERIFF'S D	100.00	100.00
	Voucher:							
13254	4/23/2020	00587	FASTENAL COMPANY	CAJUR39705	4/10/2020	PW SUPPLIES	165.42	165.42
	Voucher:							
13255	4/23/2020	00033	HR GREEN	133903	3/23/2020	FEB 2020 PROF SVCS	775,809.41	775,809.41
	Voucher:							
13256	4/23/2020	00051	JOE A. GONSALVES & SON	158172	4/16/2020	MAY 2020 LEGISLATIVE SVCS	3,000.00	3,000.00
	Voucher:							
13257	4/23/2020	01607	KIMLEY-HORN AND ASSOCIA	116112325	2/29/2020	FEB 2020 PEDLEY- JURUPA F	3,566.64	3,566.64
	Voucher:							
13258	4/23/2020	02318	LOCKWOOD ANDREWS & NE	180-10016-000-3	3/12/2020	FEB 2020 BAIN ST. PAVEMEN	37,460.00	37,460.00
	Voucher:							
13259	4/23/2020	02244	MULHOLLAND CONSULTING,	1015	4/3/2020	FEB- MAR 2020 CONSULTING	3,167.69	3,167.69
	Voucher:							
13260	4/23/2020	01585	PEPE'S INC	91259	2/21/2020	TOWING SVCS- SHERIFF'S D	100.00	
	Voucher:			91867	3/10/2020	TOWING SVCS- SHERIFF'S D	100.00	
				90819	3/23/2020	TOWING SVCS- SHERIFF'S D	100.00	
				90820	3/23/2020	TOWING SVCS- SHERIFF'S D	100.00	
				90821	3/23/2020	TOWING SVCS- SHERIFF'S D	100.00	
				92554	3/24/2020	TOWING SVCS- SHERIFF'S D	100.00	
				89138	11/28/2019	TOWING SVCS- SHERIFF'S D	100.00	
				91555	3/7/2020	TOWING SVCS- SHERIFF'S D	100.00	
				90962	3/4/2020	TOWING SVCS- SHERIFF'S D	100.00	
				91057	2/26/2020	TOWING SVCS- SHERIFF'S D	100.00	
				91482	4/11/2020	TOWING SVCS- SHERIFF'S D	100.00	1,100.00
13261	4/23/2020	00699	PSOMAS	160831	4/13/2020	FEB 2020 PROF SVCS LIMON	5,806.78	5,806.78
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
13262	4/23/2020	01227	PUMPMAN, INC.	72502	12/3/2019	TROUBLE SHOOT STORM DF	200.00	200.00
	Voucher:							
13263	4/23/2020	01171	ROYAL TOWING, INC	41702	12/20/2019	TOWING SERVICES- SHERIFI	100.00	100.00
	Voucher:							
13264	4/23/2020	01261	RUBIDOUX COMMUNITY SVC	15058200-00	4/10/2020	RCSD LLMD WATER CHARGE	1,748.97	
	Voucher:			15058100-00	4/10/2020	RCSD LLMD WATER CHARGE	1,013.74	
				15058000-00	4/10/2020	RCSD LLMD WATER CHARGE	901.73	
				15000000-00	4/10/2020	RCSD LLMD WATER CHARGE	674.15	
				15013000-01	4/10/2020	RCSD LLMD WATER CHARGE	120.41	
				15062100-00	4/10/2020	RCSD LLMD WATER CHARGE	82.95	
				15026710-00	4/10/2020	RCSD LLMD WATER CHARGE	55.78	
				15012980-01	4/10/2020	RCSD LLMD WATER CHARGE	55.78	
				15058400-00	4/10/2020	RCSD LLMD WATER CHARGE	32.06	4,685.57
13265	4/23/2020	01253	SOFTSCAPES CORPORATION	1650	4/14/2020	ZONE 14 REPLACED PLANTS	1,750.00	
	Voucher:			1631	3/13/2020	JAN 2020 LLMD MAINT. ZONE	265.00	2,015.00
13266	4/23/2020	00246	STATE OF CALIFORNIA DOJ, [	447488	4/8/2020	MAR 2020 LAB SVCS- SHERIF	665.00	
	Voucher:			441938	3/6/2020	FEB 2020 LAB SVCS- SHERIF	280.00	
				441970	3/6/2020	DEC 2020 LAB SVCS- SHERIF	105.00	
				447518	4/8/2020	JAN 2020 LAB SVCS- SHERIF	105.00	1,155.00
13267	4/23/2020	00883	TYCO INTEGRATED SECURIT	34171413	4/11/2020	MAY- JUL 2020 ALARM SVCS	6,284.69	6,284.69
	Voucher:							
13268	4/23/2020	01991	VACANT PROPERTY SECURIT	VPS121939	4/20/2020	APR 2020 5442 MISSION SEC	119.26	119.26
	Voucher:							
13269	4/23/2020	02057	WEST VALLEY WATER DISTRI	041420	4/14/2020	MAR 2020 - 1090 HALL	52.95	52.95
	Voucher:							

Sub total for CHASE BANK: 902,600.12

31 checks in this report.

Grand Total All Checks:	902,600.12

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/22/20: $51,778.48

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	51,778.48
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**51,778.48**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	10,422.24
CASH REQUIRED FOR CHECK DATE 04/22/20	62,200.72

TRANSACTION DETAIL

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
04/21/20	JPMORGAN CHASE BANK,	xxxxx8176	Direct Deposit	Net Pay Allocations	40,805.35	40,805.35
					EFT FOR 04/21/20	**40,805.35**
04/22/20	JPMORGAN CHASE BANK,	xxxxx8176	Taxpay®	Employee Withholdings		
				Medicare	837.23	
				Fed Income Tax	6,734.13	
				CA Income Tax	2,532.72	
				CA Disability	577.41	
				Total Withholdings	**10,681.49**	
				Employer Liabilities		
				Medicare	837.24	
				CA Unemploy	61.79	
				CA Emp Train	1.31	
				Total Liabilities	**900.34**	
				Collection Adjustment(s)		
				Fed Income Tax	-608.70	
				Collection Adjustment	**-608.70**	10,973.13
					EFT FOR 04/22/20	**10,973.13**
					TOTAL EFT	**51,778.48**

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
04/22/20	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	851.04	
				401a EE Pretax	3,328.00	
				457b EE Catch Up	400.00	
				457b EE Pretax	1,675.00	
				EE Pretax FSA	90.76	

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 302.8 GROSS ACRES OF REAL PROPERTY LOCATED AT 1500 RUBIDOUX BOULEVARD (APNS: 175-170-005, PORTIONS OF -006, -027, -028, -030, -036, -040, -042, -043, -045, AND -046; 175-180-001; AND 175-200-001, -002, -003, -004, -005, -007, -008, -009) FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) AND MANUFACTURING-HEAVY (M-H) ZONES TO SPECIFIC PLAN (SP) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

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

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

(a) Crestmore Redevelopment LLC (the "Applicant") has applied for General Plan Amendment No. 16003, Change of Zone No. 16008, the removal of the subject property from the boundaries of the Agua Mansa Industrial Corridor Specific Plan No. 21 area, Specific Plan No. 16002, Tentative Parcel Map No. 37528, Site Development Permit No. 18044, and Development Agreement No. 16002 (collectively, Master Application No. 16170 or MA No. 16170) to permit the subdivision of approximately 282 gross acres into 13 industrial parcels on real property located at 1500 Rubidoux Boulevard (APNs: 175-170-005, portions of -006, -027, -028, -030, -036, -040, -042, -043, -045, and -046; 175-180-001; and 175-200-001, -002, -003, -004, -005, -007, -008, -009) in the Manufacturing-Service Commercial (M-SC) and Manufacturing-Heavy (M-H) Zones and designated Business Park (BP) with Specific Plan Overlay to allow for a 4.2 million square foot industrial business park project with six buildings and the establishment of logistics within the Industrial Park District of Specific Plan No. 16002.

(b) All of the components of Master Application No. 16170 shall collectively be known as the "Project." Change of Zone No. 16008 is the subject of this Ordinance.

Section 2. **Change of Zone**.

(a) The Applicant is seeking approval of Change of Zone No. 16008 to rezone the parcels within the boundaries of the proposed Specific Plan area, totaling approximately 302.8 acres and located at 1500 Rubidoux Boulevard (APNs: 175-170-005, portions of -006, -027, -028, -030, -036, -040, -042, -043, -045, and -046; 175-180-001; and 175-200-001, -002, -003, -004, -005, -007, -008, -009), from Manufacturing-Service Commercial (M-SC) and Manufacturing-Heavy (M-H) Zones to Specific Plan (SP) Zone.

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

(c) Government Code Section 65854 provides that the planning commission must hold a public hearing on the proposed amendment to a zoning ordinance, with notice of the hearing given pursuant to Government Code Section 65090 and, if the proposed amendment to a zoning ordinance affects the permitted uses of real property, also given pursuant to Government Code Section 65091. Additionally, Sections 9.285.040.(1) and (2) of the Jurupa Valley Municipal Code provide that the Planning Commission shall hold a noticed public hearing on a proposed amendment to Title 9 of the Jurupa Valley Municipal Code that proposes to change property from one zone to another.

(d) Government Code Section 65855 provides that after the hearing, the planning commission must render its decision in the form of a written recommendation to the legislative body, which must include the reasons for the recommendation, the relationship of the proposed amendment to applicable general and specific plans, and must transmit the recommendation to the legislative body in such form and manner as may be specified by the legislative body. Additionally, Section 9.285.040.(3) of the Jurupa Valley Municipal Code provides that, after closing the public hearing, the Planning Commission must render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which shall contain the reasons for the recommendation and the relationship of the proposed amendment to 2017 General Plan. A copy of the recommendation shall be mailed to the applicant and proof thereof shall be shown on the original transmitted to the City Council.

(e) Government Code Section 65856(a) provides that upon receipt of the recommendation of the planning commission, the legislative body must hold a public hearing. Additionally, Section 9.285.040.(4)(a) of the Jurupa Valley Municipal Code provides that upon receipt of a recommendation for approval by the Planning Commission, the City Clerk shall set the matter for public hearing before the City Council at the earliest convenient day, and give notice of the time and place of the hearing in the same manner as notice was given of the hearing before the Planning Commission.

(f) Government Code Section 65857 provides that the legislative body may approve, modify, or disapprove the recommendation of the planning commission; provided that any modification of the proposed ordinance or amendment by the legislative body not previously considered by the planning commission during its hearing, must first be referred to the planning commission for report and recommendation, but the planning commission shall not be required to hold a public hearing thereon. Additionally, Section 9.285.040.(5) of the Jurupa Valley Municipal Code provides that after closing the public hearing the City Council must render its decision within a reasonable time and may approve, modify, or disapprove the recommendation of the Planning Commission; provided, however, that any proposed modification of the Planning Commission's recommendation not previously considered by the Planning Commission must first be referred back to the Planning Commission for a report and recommendation.

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

(a) The application for MA No. 16170 was processed including, but not limited to a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On March 25, 2020, the Planning Commission of the City of Jurupa Valley held a public hearing on the Project, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing. Following a discussion of the Project the Planning Commission voted to: (1) recommend approval of MA No. 16170 by adopting Planning Commission Resolution No. 2020-03-25-04, a Resolution of the Planning Commission of the City of Jurupa Valley recommending that the City Council of the City of Jurupa Valley certify an Environmental Impact Report and adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for an industrial subdivision of approximately 282 gross acres located at 1500 Rubidoux Boulevard (APNs: 175-170-005, portions of -006, -027, -028, -030, -036, -040, -042, -043, -045, and -046; 175-180-001; and 175-200-001, -002, -003, -004, -005, -007, -008, -009) into 13 parcels to allow a 4.2 million square-foot industrial business park, and approve General Plan Amendment No. 16003, Specific Plan No. 16002, Change of Zone No. 16008, Tentative Parcel Map No. 37528, Site Development Permit No. 18044, Development Agreement No. 16002, and the removal of the subject property from the boundaries of the Agua Mansa Industrial Corridor Specific Plan No. 210 area to permit the subdivision of approximately 282 gross acres located at 1500 Rubidoux Boulevard into 13 parcels to allow for a 4.2 million square foot industrial business park project and the establishment of logistics within the Industrial Park District of Specific Plan No. 16002.

(c) On April 16, 2020, the City Council of the City of Jurupa Valley held a public hearing on the proposed Change of Zone No. 16008, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters. Following the receipt of public testimony the City Council closed the public hearings.

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

Section 4. **California Environmental Quality Act Findings**. The City Council hereby makes the following environmental findings and determinations in connection with the approval of proposed Change of Zone No. 16008:

(a) Pursuant to the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. § 15000 *et seq.*), City staff prepared an Initial Study of the potential environmental effects of the approval of the Project. Based upon the findings contained in that Study, the City issued a Notice of Preparation ("NOP") on July 19, 2017. The City sent the NOP to the State Clearinghouse (SCH # 2017071034), responsible agencies, trustee agencies, and interested parties and posted on the City's website for review and comment on July 19, 2017.

(b) A Draft Environmental Impact Report (the "DEIR") was prepared for the Project between July 2017 and December 2019. In accordance with the California Environmental

Quality Act ("CEQA") (Cal. Pub. Res. Code §21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 *et seq.*) promulgated with respect thereto, the City analyzed the Project's potential impacts on the environment.

(c) Consistent with Guidelines Section 15105, the City circulated the DEIR (including appendices) for the Project to the public and other interested parties for a 45-day comment period, from December 17, 2019, through January 31, 2020.

(d) The City prepared written responses to all comments received on the DEIR during the comment period and those responses to comments are incorporated into the Final Environmental Impact Report ("Final EIR"), which Final EIR was prepared in accordance with CEQA. The Final EIR was made available to the public and to all commenting agencies at least 10 days prior to certification of the Final EIR, in compliance with Public Resources Code Section 21092.5(a).

(e) The Final EIR which is on file with the City Clerk and incorporated by reference into City Council Resolution No. 2020-18, is comprised of the DEIR dated December 2019, and all appendices thereto; the Comments and Response to Comments on the DEIR, addenda and errata to the DEIR, which are contained in a separate volume, and the Mitigation Monitoring and Reporting Program for the Project.

(f) On March 25, 2020, the Planning Commission conducted duly noticed public hearings to consider the Project and the Final EIR, reviewed the staff report, accepted and considered public testimony. After due consideration, the Planning Commission found that agencies and interested members of the public were afforded ample notice and opportunity to comment on the EIR and the Project and approved Resolution No. 2020-3-25-04 recommending that City Council certify the Final EIR, adopt findings of fact pursuant to the California Environmental Quality Act, adopt a Mitigation Monitoring and Reporting Program, and adopt a Statement of Overriding Considerations for the Project.

(g) On April 16, 2020, the City Council, at a duly noticed public hearing, considered the proposed Project and the Final EIR, at which time the City staff presented its report and interested persons had an opportunity to be heard and to present evidence regarding the proposed Project and the Final EIR. Based upon the evidence presented at the hearing, including the staff report and oral testimony, the City Council, by separate Resolution No. 2020-18, certified the Final EIR, adopted findings pursuant to the California Environmental Quality Act for the Project as set forth in Exhibit A to City Council Resolution No. 2020-18, adopted a Mitigation Monitoring and Reporting Program for the Project as set forth in Exhibit C to City Council Resolution No. 2020-18, and adopted a Statement of Overriding Considerations for the Project as set forth in Exhibit B to City Council Resolution No. 2020-18.

(h) All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Cal. Pub. Resources Code § 21000 *et seq.*) ("CEQA"), and all other requirements for notice, public hearings, findings, votes and other procedural matters.

(i) The custodian of records for the Final EIR, Mitigation Monitoring and Reporting Program, Statement of Overriding Considerations and all other materials that constitute the record of proceedings upon which the City Council's decision was based, including, without limitation, the staff reports for Master Application No. 16170, all of the materials that comprise and support the Final EIR and all of the materials that support the staff reports for Master Application No. 16170, is the City Clerk of the City of Jurupa Valley. Those documents are available for public examination during normal business hours at the Office of the City Clerk, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, California, 92509.

Section 5. **Findings for Approval of Change of Zone**. The City Council of the City of Jurupa Valley hereby finds and determines that CZ No. 16008 should be adopted because the proposed change of zoning classification from Manufacturing-Service Commercial (M-SC) and Manufacturing-Heavy (M-H) Zones to Specific Plan (SP) Zone is consistent with the City of Jurupa Valley General Plan, as amended by General Plan Amendment No. 16003, in that the General Plan states that Specific Plan zone is consistent with all General Plan Land Use designations. Change of Zone No. 16008 is a proposal for a Specific Plan zone.

Section 6. **Approval of Zone Change**. The City Council of the City of Jurupa Valley hereby rezones approximately 302.8 gross acres of real property located at 1500 Rubidoux Boulevard (APNs: 175-170-005, portions of -006, -027, -028, -030, -036, -040, -042, -043, -045, and -046; 175-180-001; and 175-200-001, -002, -003, -004, -005, -007, -008, -009) from Manufacturing-Service Commercial (M-SC) and Manufacturing-Heavy (M-H) Zones to Specific Plan (SP) Zone, and directs the City Manager to revise the official City of Jurupa Valley Zoning Map to designate the property as being in this new zone.

Section 7. **Severability**. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

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

Section 9. **Certification**. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 10. **Effective Date**. This Ordinance shall take effect on the date provided in Government Code Section 36937 or on the effective date of Ordinance No. 2020-05, whichever date occurs later.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2020-04 was regularly introduced at a regular meeting of the City Council held on the 16th day of April 2020, and thereafter at a regular meeting held on the 7th day of May 2020, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May 2020.

_____
Victoria Wasko, CMC
City Clerk

AGENDA ITEM NO. 14.D

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND CRESTMORE REDEVELOPMENT, LLC FOR THE AGUA MANSA COMMERCE PARK PROJECT

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

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

(a) This Ordinance approves certain development agreement entitled "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project" (the "Development Agreement").

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

(c) C. The property that is the subject of this Agreement is approximately 208.71 acres in size, and is located at 1500 Rubidoux Boulevard (the "Property").

(d) City and Crestmore Redevelopment, LLC (the "Developer") desire to enter into a binding development agreement for purposes of: (i) identifying the terms, conditions and regulations for the development of the Property; and (ii) identifying the Developer's obligations to make certain Community Benefit Contributions on the terms and conditions set forth in the Development Agreement.

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

(f) For the City, the Development Agreement serves to provide for: (a) employment growth anticipated to result from the development of the Property, both during construction and use; (b) an increase in tax revenues anticipated to result from the development of the Property; and (c) the achievement of the goals and directives of the City's General Plan.

(g) The development of new commercial, industrial facilities and associated offices is an integral part of Developer's development plans for the Property and the City's desire to facilitate development of the Property as provided in the Development Agreement. Such facilities are expected to bring employment and generate sales tax revenue for the City.

(h) Among other purposes, the Development Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Act. The Development Agreement will eliminate uncertainty and ensure orderly development of the Property, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Property, and assure attainment of the maximum effective utilization of resources within the City, by achieving the goals and purposes of the Development Agreement Act. In exchange for these benefits to the City, the Developer desires to receive the assurance that it may proceed with development of the Property in accordance with the terms and conditions of the Development Agreement and the development approvals, all as more particularly defined and described in the Development Agreement.

(i) The City has reviewed the potential impacts of the Development Agreement and the various potential benefits to the City of the Development Agreement and has concluded that the Development Agreement is in the best interests of the City.

(j) The City Council has determined that the Development Agreement is consistent with the County's General Plan, adopted by reference by the City, including the goals and objectives thereof and each element thereof.

Section 2. **Procedural Findings**. The following actions have been taken with respect to the Development Agreement:

(a) Crestmore Redevelopment, LLC (the "Applicant") has applied for General Plan Amendment No. 16003, Change of Zone No. 16008, the removal of the subject property from the boundaries of the Agua Mansa Industrial Corridor Specific Plan No. 210 area, Specific Plan No. 16002, Tentative Parcel Map No. 37528, Site Development Permit No. 18044, and Development Agreement No. 16002 (collectively, Master Application No. 16170 or MA No. 16170) to permit the subdivision of approximately 282 gross acres into 13 industrial parcels on real property located at 1500 Rubidoux Boulevard (APNs: 175-170-005, portions of -006, -027, -028, -030, -036, -040, -042, -043, -045, and -046; 175-180-001; and 175-200-001, -002, -003, -004, -005, -007, -008, -009) in the Manufacturing-Service Commercial (M-SC) and Manufacturing-Heavy (M-H) Zones and designated Business Park (BP) with Specific Plan Overlay to allow for a 4.4 million square foot industrial business park project with six buildings and the establishment of logistics within the Industrial Park District of Specific Plan No. 16002.

(b) All of the components of Master Application No. 16170 shall collectively be known as the "Project." Development Agreement No. 16002 is the subject of this Ordinance.

(c) The Applicant is seeking approval of Development Agreement No. 16002, which agreement would provide: (i) the Applicant with assurance that development of the Project may proceed subject to the rules and regulations in effect at the time of Project approval, (ii) the City with assurance that certain obligations of the Applicant's will be met.

(d) Section 65867 of the Development Agreement Act provides that a public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement

shall be given as provided in Government Code Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

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

(f) On March 25, 2020, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 16170, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing. Following a discussion of the Project the Planning Commission voted to: (1) recommend approval of MA No. 16170 by adopting Planning Commission Resolution No. 2020-03-25-04, a Resolution of the Planning Commission of the City of Jurupa Valley recommending that the City Council of the City of Jurupa Valley certify an Environmental Impact Report and adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for an industrial subdivision of approximately 282 gross acres located at 1500 Rubidoux Boulevard (APNs: 175-170-005, portions of -006, -027, -028, -030, -036, -040, -042, -043, -045, and -046; 175-180-001; and 175-200-001, -002, -003, -004, -005, -007, -008, -009) into 13 parcels to allow a 4.4 million square-foot industrial business park, and approve General Plan Amendment No. 16003, Specific Plan No. 16002, Change of Zone No. 16008, Tentative Parcel Map No. 37528, Site Development Permit No. 18044, Development Agreement No. 16002, and the removal of the subject property from the boundaries of the Agua Mansa Industrial Corridor Specific Plan No. 210 area to permit the subdivision of approximately 282 gross acres located at 1500 Rubidoux Boulevard into 13 parcels to allow for a 4.4 million square foot industrial business park project and the establishment of logistics within the Industrial Park District of Specific Plan No. 16002, subject to the recommended conditions of approval, attached hereto as Exhibit "B".

(g) On April 16, 2020, the City Council of the City of Jurupa Valley held a public hearing on MA No. 16170, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters. Following the receipt of public testimony the City Council closed the public hearing.

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

Section 3. **California Environmental Quality Act Findings**. The City Council hereby makes the following environmental findings and determinations in connection with the approval of proposed Development Agreement No. 16002:

(a) Pursuant to the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. § 15000 *et seq.*), City staff prepared an Initial Study of the potential environmental effects of the approval of the Project. Based upon the findings contained in that Study, the City issued a Notice of Preparation ("NOP") on July 19, 2017. The City sent the NOP to the State Clearinghouse (SCH # 2017071034), responsible agencies, trustee agencies, and interested parties and posted on the City's website for review and comment on July 19, 2017.

(b) A Draft Environmental Impact Report (the "DEIR") was prepared for the Project between July 2017 and December 2019. In accordance with the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code §21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 *et seq.*) promulgated with respect thereto, the City analyzed the Project's potential impacts on the environment.

(c) Consistent with Guidelines Section 15105, the City circulated the DEIR (including appendices) for the Project to the public and other interested parties for a 45-day comment period, from December 17, 2019, through January 31, 2020.

(d) The City prepared written responses to all comments received on the DEIR during the comment period and those responses to comments are incorporated into the Final Environmental Impact Report ("Final EIR"), which Final EIR was prepared in accordance with CEQA. The Final EIR was made available to the public and to all commenting agencies at least 10 days prior to certification of the Final EIR, in compliance with Public Resources Code Section 21092.5(a).

(e) The Final EIR which is on file with the City Clerk and incorporated by reference into City Council Resolution No. 2020-18, is comprised of the DEIR dated December 2019, and all appendices thereto; the Comments and Response to Comments on the DEIR, addenda and errata to the DEIR, which are contained in a separate volume, and the Mitigation Monitoring and Reporting Program for the Project.

(f) On March 25, 2020, the Planning Commission conducted duly noticed public hearings to consider the Project and the Final EIR, reviewed the staff report, accepted and considered public testimony. After due consideration, the Planning Commission found that agencies and interested members of the public were afforded ample notice and opportunity to comment on the EIR and the Project and approved Resolution No. 2020-3-25-04 recommending that City Council certify the Final EIR, adopt findings of fact pursuant to the California Environmental Quality Act, adopt a Mitigation Monitoring and Reporting Program, and adopt a Statement of Overriding Considerations for the Project.

(g) On April 16, 2020, the City Council, at a duly noticed public hearing, considered the proposed Project and the Final EIR, at which time the City staff presented its report and interested persons had an opportunity to be heard and to present evidence regarding the proposed Project and the Final EIR. Based upon the evidence presented at the hearing, including the staff report and oral testimony, the City Council, by separate Resolution No. 2020-18, certified the Final EIR, adopted findings pursuant to the California Environmental Quality Act for the Project as set forth in Exhibit A to City Council Resolution No. 2020-18, adopted a Mitigation Monitoring and Reporting Program for the Project as set forth in Exhibit C to City Council Resolution No. 2020-18, and adopted a Statement of Overriding Considerations for the Project as set forth in Exhibit B to City Council Resolution No. 2020-18.

(h) All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Cal. Pub. Resources Code § 21000 *et seq.*) ("CEQA"), and all other requirements for notice, public hearings, findings, votes and other procedural matters.

(a) The custodian of records for the Final EIR, Mitigation Monitoring and Reporting Program, Statement of Overriding Considerations and all other materials that constitute the record of proceedings upon which the City Council's decision was based, including, without limitation, the staff reports for Master Application No. 16170, all of the materials that comprise and support the Final EIR and all of the materials that support the staff reports for Master Application No. 16170, is the City Clerk of the City of Jurupa Valley. Those documents are available for public examination during normal business hours at the Office of the City Clerk, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, California, 92509.

Section 4. **Findings for Approval of Development Agreement**. The City Council of the City of Jurupa Valley hereby finds and determines that Development Agreement No. 16002 should be approved because:

(a) Development Agreement No. 16002 is consistent with the City's General Plan, as amended by General Plan Amendment No. 16003, including the goals and objectives thereof and each element thereof in that the Development Agreement would obligate the Applicant to (1) contribute a payment of over $4,000,000 for the enhancement or construction of a community facility for the residents' enjoyment and public health; (2) provide a one-time community benefit payment for the City to use towards municipal purposes, which can include meeting the General Plan's goals and objectives; and (3) provides payments for a planning study, North Rubidoux Master Plan, that would establish goals, objectives, and policies designed to protect residential neighborhoods consistent with the General Plan.

Section 5. **Approval of Development Agreement**. The City Council of the City of Jurupa Valley hereby approves certain development agreement entitled "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project" and authorizes the Mayor to execute the Development Agreement in substantially the form attached hereto as Exhibit "A."

Section 6. **Severability**. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

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

Section 8. **Certification**. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 9. **Effective Date**. This Ordinance shall take effect on the date provided in Government Code Section 36937 or on the effective date of Ordinance No. 2020-04, whichever date occurs later.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2020-05 was regularly introduced at a regular meeting of the City Council held on the 16th day of April 2020, and thereafter at a regular meeting held on the 7th day of May 2020, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May 2020.

_____
Victoria Wasko, CMC
City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

Final Draft: April 27, 2020

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, California 92509
Attn: City Clerk

Exempt from recording fees pursuant to Govt. Code Section 27383

(Space above for recorder's use)

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND CRESTMORE REDEVELOPMENT, LLC FOR THE AGUA MANSA COMMERCE PARK PROJECT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 2020, by and between the CRESTMORE REDEVELOPMENT, LLC, a Colorado Limited Liability Company, its successors and/or assigns (hereinafter "OWNER"), and the CITY OF JURUPA VALLEY, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "CITY"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code (the "Development Agreement Legislation") and Article XI, Section 2 of the California Constitution. Pursuant to the authority contained in the Development Agreement Legislation, as it applies to CITY, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the recitals set forth in Section 1, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, the parties agree as follows:

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

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

1.1.1 Ensuring high quality development in accordance with comprehensive plans;

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

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

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

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

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

1.2.1 This Agreement authorizes OWNER to develop an approximately 208.71 acre property located within the City of Jurupa Valley, the County of Riverside, State of California (the "Property"), as described in Exhibit A, with a potential mixture of warehousing, industrial, business park, retail, commercial, and office uses as more particularly described herein. The Property is a former cement plant and mining operation with need for environmental remediation and redevelopment, which OWNER intends to carry out at significant cost to OWNER.

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

1.2.3 For CITY, this Agreement serves to provide for: (a) employment growth anticipated to result from the Development (as defined in Section 2.5) of the Property, both during construction and use; (b) an increase in tax revenues; and (c) the achievement of the goals and directives of its General Plan.

1.2.4 The development of new commercial, industrial facilities and associated offices is an integral part of OWNER's development plans for the Property. Such facilities are expected to bring employment and increased tax revenue for CITY.

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

1.4 OWNER has applied for, and CITY has approved, this Agreement in order to create beneficial development of the Property and a physical environment that will conform to and complement CITY's goals, create development sensitive to human needs and values, facilitate efficient traffic circulation, mitigate environmental conditions and otherwise provide for the development of the Property in accordance with the best interests of CITY.

1.5 The following actions have been taken with respect to this Agreement and the Project:

1.5.1 On _____, 2020, following a duly noticed and conducted public hearing, the Planning Commission recommended that the Council approve this Agreement;

1.5.2 On _____, 2020 after a duly noticed public hearing and pursuant to the California Environmental Quality Act of 1970, as amended, ("CEQA") the City Council adopted Resolution 20-___ certifying the Environmental Impact Report for the Project Approvals, this Agreement, and the Project and approving a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program;

1.5.3 On _____, 2020, following a duly noticed public hearing, the City Council introduced Ordinance No. 20-___and on _____, 2020 held the second reading and adopted Ordinance No. 20-___ approving this Agreement , a copy of which is on file in the City Clerk's Office at CITY, which ordinance includes the findings pertaining thereto, including those relating to the CEQA documentation for the Project and this Agreement's consistency with CITY's General Plan and each element thereof and any specific plans relating to the property.

1.5.4 On _____, 2020, after a duly noticed public hearing, the City Council adopted to following resolutions approving certain entitlements for the Project (the "Project Approvals"): (1) Resolution No. 20-___ approving General Plan Amendment No. 16003; (2) Resolution No. 20-___ approving Tentative Parcel Map TPM37528 ; (3) Resolution No. 20-___ approving Specific Plan No. 16002; and (4) Ordinance No. 20-___ approving Change of Zone No. 16008; and (5) Resolution No. 20-___ approving Site Development Permit No. 18044.

1.6 CITY has engaged in extensive studies and review of the potential impacts of the Project as well as the various potential benefits to CITY by the Development of the Project and has concluded that the Project is in the best interests of CITY.

1.7 In consideration of the Public Improvements (as defined in Section 2.15) and beneficial uses of the Property to be provided by OWNER for CITY and in order to strengthen the planning process for this Property and reduce the economic costs of development, by this Agreement, CITY intends to give OWNER assurance that OWNER can proceed with the Development of the Property for the Term of this Agreement pursuant to the terms and conditions of this Agreement and in accordance with the Project Approvals and CITY's Applicable Regulations. In reliance on CITY's covenants in this Agreement concerning the Development of the Property, OWNER has and will in the future incur substantial costs in site demolition, remediation, preparation, and the construction and installation of major infrastructure and facilities in order to make Development of the Property feasible.

1.8 Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council has found and determined that: (i) this Agreement implements the goals and policies of CITY's General Plan, provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within the CITY; (ii) this Agreement is in

the best interests of and not detrimental to the public health, safety and general welfare of the CITY and its residents; (iii) adopting this Agreement is consistent with CITY's General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of CITY's police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

2. **DEFINITIONS.** The following words and phrases are used as defined terms throughout this Agreement and each defined term shall have the meaning set forth below.

2.1 Authorizing Ordinance. The "Authorizing Ordinance" means Ordinance No. 20= _____ adopted by CITY on _____, 2020 approving this Agreement.

2.2 Applicable Regulations. The phrase "Applicable Regulations" is defined in Section 4.1.2 below.

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

2.4 City Council. "City Council" means the duly elected and constituted City Council of the City of Jurupa Valley.

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

2.6 Development Agreement Legislation. The "Development Agreement Legislation" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

2.7 Effective Date. "Effective Date" means the date that the Agreement becomes effective in accordance with Section 3.4.1, below.

2.8 Future Development Approvals. "Future Development Approvals" means those entitlements and approvals contemplated, necessary, and requested by CITY or OWNER to cause development to occur upon the Property after the Effective Date, including both ministerial and discretionary Future Development Approvals.

2.9 MSHCP. "MSHCP" means the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan and related amendments and approvals associated therewith.

2.10 OWNER. "OWNER" shall mean Crestmore Redevelopment, LLC, a Colorado Limited Liability Company, and all successors in interest, in whole or part, to this entity with respect to the Property.

2.11 Open Space. "Open Space" shall mean the property depicted and described in Exhibit A.

2.12 Project. "Project" shall mean Development of the Property for commercial, industrial, warehousing, business park, retail and office uses in accordance with the Project Approvals and this Agreement, inclusive of the permitted uses and regulations set forth herein.

2.13 Project Approvals. The phrase "Project Approvals" as used herein shall mean all City approvals, entitlements, or both pertaining to the Project, including without limitation, the following resolutions approving certain entitlements for the Project : (1) Resolution No. 20-_____ approving Planning Application No. PA_____ General Plan Amendment; (2) Resolution No. 20-_____ approving Planning Application No. PA_____ Zone Change; (3) Resolution No. 20-_____ approving Planning Application No. _____ Specific Plan_____; (4) Resolution No. 20-_____ approving Planning Application No. PA_____ Tentative Parcel Map TPM_____; (5) Ordinance No. 20-_____ approving Planning Application No. PA_____ Development Agreement _____; (6) Resolution No. 20- _____ approving Planning Application No. _____ Site Development Permit _____.

2.14 Property. "Property" shall mean the property depicted and described in Exhibit A.

2.15 Public Improvements. "Public Improvements" shall mean the improvements described on Exhibit B.

2.16 Transferee. The person to whom OWNER sells, assigns or otherwise transfers all or any portion of OWNER's interests in the Property together with all its right, title and interest in this Agreement in accordance with Section 3.6 of this Agreement.

3. GENERAL PROVISIONS.

3.1 Binding Covenants. The provisions of this Agreement, to the extent permitted by law, constitute covenants that shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the parties and all successors in interest to the parties hereto.

3.2 Interest of OWNER. OWNER represents that OWNER has a legal or equitable interest in the Property that satisfies California Government Code Section 65865(b).

3.3 Term. This Agreement shall become effective on the Effective Date, and shall have a term of ten (10) consecutive calendar years, commencing upon the Effective Date. If, as of the end of such ten (10) year period, (i) a certificate of occupancy or temporary certificate of occupancy for at least one (1) building of the Project has been issued; and (ii) the Community Facilities In-lieu Fee referred to in Section 4.3.4 has been paid to CITY, then this Agreement shall be automatically extended for an additional ten (10) consecutive calendar years, for a total term of twenty (20) consecutive calendar years, with no further action needed to be taken by OWNER or CITY in order for the extension to become effective. Hereafter, the initial ten (10) year term and the extended ten (10) year term shall be individually and collectively referred to as the "Term". When the commencement of the Term has been determined, the parties shall execute and record an

Operating Memorandum pursuant to Section 3.6.4 of the Agreement that will confirm the Term. The termination of this Agreement pursuant to this Section shall not affect any right or duty arising independently from entitlements issued by CITY or other land use approvals approved prior to, concurrently or subsequent to the approval of this Agreement, except as may be provided in this Agreement. The zoning of the Property at the time of termination pursuant to this Section shall be the zoning in effect at the time of termination. Notwithstanding the provisions of this subparagraph, the provisions of Paragraphs 4.3.3, Community Benefit Contribution, 4.3.4, Community Facilities In-lieu Fee, 4.3.5, Community Facilities Special Assessment and 4.3.6, General Fund Special Assessment, shall survive the expiration this Agreement.

3.4 Dates

3.4.1 Effective Date. This Agreement shall become effective on the date the Authorizing Ordinance becomes effective. When the parties determine the Effective Date, they shall execute and record an Operating Memorandum pursuant to Section 3.7.4 of the Agreement confirming the Effective Date.

3.5 Termination. This Agreement may be terminated by either party upon notice to the other upon the occurrence of any of the following events: (1) if termination occurs pursuant to any specific provision of this Agreement; or (2) entry after all appeals have been exhausted of a final judgment or issuance of a final order directed to CITY as a result of any lawsuit filed against CITY to set aside, withdraw, or abrogate the approval of the City Council of this Agreement for any part of the Project. The termination of this Agreement pursuant to this Section shall not affect any right or duty arising independently from entitlements issued by CITY or other land use approvals approved prior to, concurrently or subsequent to the approval of this Agreement, except as may be provided in this Agreement. The zoning of the Property at the time of termination pursuant to this Section shall be the zoning in effect at the time of termination.

3.6 Transfers and Assignments.

3.6.1 Restrictions on Transfers. OWNER acknowledges and agrees that there are very significant public improvements required for the Project and that the completion of those public improvements will require coordination among CITY, OWNER and any Transferee of all or substantially all of the Property. It is essential that any transfer of the Property to a Transferee be completed in such a way that the public improvements will be completed in the manner contemplated in the Project Approvals and this Agreement. OWNER shall not sell, assign, or otherwise transfer any of its interests in the Property together with its right, title and interest in this Agreement, or the portion thereof which is subject to the transferred portion of the Property, to any Transferee until such time as the Public Improvements have been accepted by CITY, unless CITY has approved the transfer prior to its completion. CITY shall not unreasonably withhold or unreasonably delay consent to the transfer provided that: (1) the Transferee has specifically assumed in writing the obligations, or a portion of the obligations of OWNER, to design, construct, install and finally complete the Public Improvements for the Property; (2) the Transferee has the experience and financial capacity to complete the Public Improvements; and (3) if applicable, the Transferee has obtained replacement bonds, accepted by CITY for the Public Improvements (in which event, CITY shall release OWNER's corresponding Public Improvement bonds). In the event of any such sale, pursuant to this Section 3.6, (i) OWNER shall notify CITY

at least thirty (30) days prior to the transfer of the name of the Transferee, together with the corresponding entitlements being transferred to such Transferee and (ii) the agreement between OWNER and Transferee pertaining to such transfer shall provide that the Transferee shall be liable for the performance of those obligations of OWNER under this Agreement which relate to the Transferred Property and from and after the date of such transfer, OWNER shall be released from liability under this Agreement. Notwithstanding the foregoing, CITY preapproves the sale, assignment or transfer of all or any portion of OWNER's interest in the Property, together with all of its right, title and interest in this Agreement or the portion thereof which is subject to the transferred portion of the Property, to CTR Partners, LLC or CT Realty or any entity owned or controlled by either or both of them including, without limitation, CTM-AM Venture, LLC.

Following acceptance by CITY of the Public Improvements, OWNER may transfer by sale or lease portions of the Property, to the ultimate user or to a developer who will develop such portion of the Property for use by the ultimate user;

3.6.2 Exemptions. The following transfers shall not be subject to the foregoing restrictions:

3.6.2.1 Transfers of easements or real property interests which are necessary to provide utility service to the Property or to extend infrastructure to the Property;

3.5.2.2 Transfers in reorganization of OWNER, provided that management control of OWNER does not change as a result of such reorganization.

3.5.2.3 Transfers including, without limitation, sales or leases of individual parcels, in the ordinary course of OWNER's business.

3.6.3 Rights and Duties of Successors and Assigns. Any, each and all successors and assigns of OWNER shall have all of the same rights, benefits, duties and obligations of OWNER under this Agreement. All entities holding title to a portion of the Property shall be jointly liable for the design and construction of the Public Improvements for that portion of the Property as set forth in this Agreement, except as provided in this Agreement or as may be modified in an Operating Memorandum pursuant to Section 3.7.4. Without limiting the effect of anything contained in Section 19.4 and notwithstanding the foregoing, in the event of partial assignments of this Agreement, the breach by one assignee shall not affect the rights or obligations of another non-breaching assignee. In that event, CITY shall continue to perform all of its obligations with regard to the non-breaching assignee.

3.7 Amendment of Development Agreement.

3.7.1 Initiation of Amendment. Any party may propose an amendment to this Agreement and both parties agree that it may be beneficial to enter into additional agreements or modifications of this Agreement in connection with the implementation of the separate components of the Project.

3.7.2 Procedure. Except as set forth in Section 3.6.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

3.7.3 Consent. Except as expressly provided in this Agreement, any amendment to this Agreement shall require the written consent of both parties. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties.

3.7.4 Operating Memoranda. The parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when OWNER and CITY mutually agree that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through one or more operating memoranda mutually approved and signed by OWNER and CITY. Such changes may include adjustments in square footages of any Project structure (so long as the total square footage of the Project does not thereby exceed the square footage analyzed in the Environmental Impact Report for the Project) or changes in the uses of the Project, assuming such changes in use are consistent with the Applicable Regulations, as defined below. The Operating Memoranda may be approved on behalf of CITY by the City Manager of CITY, or such person designated in writing by the City Manager, and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of OWNER. After execution of an Operating Memoranda, it shall be attached hereto as an addendum and become a part hereof. Unless otherwise required by law or by this Agreement, no such changes, adjustments, or clarifications shall require prior notice or hearing, public or otherwise.

3.8 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed for all or any portion of the Property and the term of each of the Project Approvals (including, without limitation, Future Development Approvals) shall be deemed extended without further required action for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.3 above.

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

3.10 Public Improvement Phasing Flexibility. Notwithstanding the provisions of any phasing requirements in the Project Approvals, OWNER and CITY recognize that economic and market conditions may necessitate changing the order in which the Public Improvements are constructed so long as the modification continues to ensure adequate Public Improvements are available to serve that portion of the Project being developed. Therefore, CITY acknowledges and agrees that the phasing and installation of public improvements shall be dependent upon the timing of the development of the Project, in order that public improvements

shall only be required to be constructed when the development of the Project generates specific direct impacts which trigger the need for such public improvements.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Development and Control of Development.

4.1.1 Control of Development. While this Agreement is in effect and throughout the Term, OWNER shall have the vested right, but not the obligation, to develop the Property pursuant to and in accordance with the Applicable Regulations pursuant to this Agreement, including, without limitation, specific uses, densities, and types of Development provided for in the Applicable Regulations, and CITY shall have the right to control the Development in accordance with the terms and conditions of this Agreement, the Project Approvals and all Applicable Regulations. Except as otherwise specified in the Project Approvals and this Agreement, the Applicable Regulations shall control the design and Development, Future Development Approvals and all Public Improvements and appurtenances in connection therewith. The Applicable Regulations are only those written rules, policies, ordinances, and resolutions described in Section 4.1.2. below. OWNER and CITY shall use reasonable efforts to compile the Applicable Regulations in a permanent written form, which shall be kept on file in the Office of the City Clerk with a copy to each party.

4.1.2 Applicable Regulations. The regulations applicable to the Development of the Property (in addition to the Project Approvals), shall consist of the following requirements ("Applicable Regulations").

4.1.2.1 General Development Regulations. Except as otherwise specified in this Agreement, the following shall govern the development of the Property: 1) The provisions of the Jurupa Valley Municipal Code in effect as of the Effective Date of this Development Agreement; 2) Ordinances, resolutions and written policies of CITY relating to the regulation of land within the City of Jurupa Valley, whether or not codified in the Jurupa Valley Municipal Code in effect as of the Effective Date of this Agreement; 3) the General Plan of the City of Jurupa Valley in effect as of the Effective Date of this Agreement; and 4) the Specific Plan referred to in Recital 1.5.4, and each element thereof, in effect as of the Effective Date of this Agreement.

4.1.2.2 Final Map Approval. OWNER agrees CITY shall not be required to approve the Final Map for Tentative Map No. 37528 in the event that OWNER fails to meet or perform any or all of the material requirements of this Agreement pertaining to Tentative Map No. 37528.

4.1.2.3 Subsequent Approvals. In connection with any Future Development Approval or action which CITY is permitted or has the right to make under this Agreement relating to the Project, CITY shall exercise its discretion or take action in a manner which complies and is consistent with this Agreement and such other standards, terms and conditions contained in this Agreement. Upon CITY's granting any Future Development Approval, such Future Development Approval shall become part of the Project Approvals.

4.2 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, and specifically Section 4.1., the following land use regulations shall apply to the Development:

4.2.1 Processing fees and charges of every kind and nature adopted by CITY pursuant to state law for the costs related to processing applications city-wide or such fees and charges as may be agreed to by the parties for Future Development Approvals.

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

4.2.3 Changes adopted by the City Council in the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, Uniform Housing Code, Uniform Administrative Code and Uniform Code for the Abatement of Dangerous Buildings and similar uniform codes as required by and in accordance with the authority granted to CITY under State law.

4.2.4 Regulations that are not in conflict with the Project Approvals and this Agreement.

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

4.2.6 Federal, State, County, and multi-jurisdictional laws and regulations which preempt local regulations, or mandate the adoption of local regulations, and are in conflict with the Project Approvals.

4.2.7 Land use regulations adopted by CITY after the Effective Date, in connection with any Future Development Approvals, necessary to protect the safety, or health, or both, of the residents or occupants of the Property, or the residents or people in the City of Jurupa Valley, or both.

4.3 Impact Fees.

4.3.1 Development Impact Fees. The presently adopted Development Impact Fees of CITY ("DIF") pursuant to Chapter 3.80 of the Jurupa Valley Municipal Code, as those rates may be revised from time to time by resolution of the City Council, shall be the DIF and the DIF rates which shall be imposed upon parcels within the Property. Thereafter, CITY shall apply those DIF rates in effect at that time or which may thereafter be enacted. Regarding each parcel within the Property, the DIF shall be payable at the time required by law. The parties acknowledge that the DIF and the DIF rates shall apply only to CITY's development impact fees and not to the TUMF or MSHCP, or to any similar regional impact fees or to any other development impact fees imposed by another governmental agency not under the control, directly or indirectly, of CITY. OWNER shall be entitled to such credits against DIF as may be available under law. Under no circumstances shall this Agreement be deemed to fix DIF rates applicable to parcels within the Property. All persons or entities holding title or interest in any portion of the Property, including any, each, and all successors and assigns of OWNER shall be separately

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

4.3.2 TUMF Fees and Other Regional Impact Fees. The presently adopted Transportation Uniform Mitigation Fee ("TUMF"), pursuant to Chapter 3.70 of the Jurupa Valley Municipal Code~~,~~ and as adopted by Resolution No. 2017-51, any future similar regional development impact fee, or any other development impact fees imposed by another governmental agency, including without limitation, Western Riverside County Multi-Species Habitat Conservation Plan Fees ("MSHCP") shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property. OWNER shall be entitled to any credits against TUMF, MSHCP, other regional impact fees imposed on the Property or DIF as might be available under law.

4.3.3 Community Benefit Contribution. In consideration of the benefits received by OWNER pursuant to the terms of this Agreement, OWNER shall pay to CITY a one-time Community Benefit Contribution ("CBC") in the amount of one dollar ($1.00) per square foot of grade level square footage ("Base Footage") and one dollar ($1.00) per square foot of mezzanine square footage ("Mezzanine Footage") of each building to be constructed on the Property, as such Base Footage and Mezzanine Footage are reflected in the applicable building permit issued by CITY.

4.3.3.1 The Community Benefit Contribution related to each building shall be paid to CITY according to the following schedule:

(a) Thirty-three and one-third cents ($.334) per square foot of Base Footage of all buildings constituting the Project, thirty (30) days after the Project Approvals become final and non-appealable;

(b) Thirty-three and one-third cents ($.333) per square foot of Base Footage and fifty cents ($.50) per square foot of Mazzanine Footage of each building, at the time CITY issues a building permit for such building; and

(c) Thirty-three and one-third cents ($.333) per square foot of Base Footage and fifty cents ($.50) per square foot of Mezzanine Footage, at the time CITY issues a certificate of occupancy for the first tenant in each building.

4.3.3.2 CITY shall use the CBC for municipal purposes.

4.3.4 Municipal In-lieu Fee. In lieu of requiring OWNER to develop land to support a recreation or community facility on the Property, CITY hereby requires a one-time payment by OWNER in the sum of four million dollars ($4,000,000 that the City may use for municipal purposes ("**Municipal In-lieu Fee**"). The Municipal In-lieu Fee is due and payable to CITY prior to issuance of the first certificate of occupancy for any building located within the Industrial District and shall be paid in cash.

CITY hereby finds that the Municipal In-lieu Fee and the Community Facilities Special Assessment described in Section 4.3.5, fully mitigate the impact of the Project on parks, recreational facilities and community facilities within the jurisdiction of CITY and that OWNER shall not be required to pay any other park related fee under the City's jurisdiction, except for the CITY's Development Impact Fee for parks and trails."

4.3.5 Community Facilities Special Assessment. Development of the Property shall be subject to an annual Community Facilities Special Assessment, in perpetuity. The Community Facilities Special Assessment shall be applied to pay CITY fifty-thousand dollars ($50,000) per year toward the maintenance of community facilities, including the Open Space, if the Open Space is dedicated to a not-for-profit entity as provided in Section 5.2.2 **("Community Facility Maintenance Fee")**. The Community Facilities Special Assessment will be assessed against each parcel in the Industrial Park District on a prorata share, based on parcel size. The Parties acknowledge and agree that OWNER may choose to include the Community Facilities Special Assessment in a Community Facilities District or other public financing mechanism, as provided in Section 5.6.

The City shall make diligent good faith efforts to cause the County Tax Collector to enroll each annual installment of the Community Facilities Special Assessment on the annual secured tax bill or tax bills for the Property to the extent as may be permitted by law.

4.3.5.3 With regard to each building constructed on the Property, the Community Facilities Special Assessment shall be paid upon occurrence of both the following: (a) issuance of a final certificate of occupancy; and (b) commencement of the business operations of the first tenant within such building (and prorated for the first fiscal year of CITY in which both conditions are satisfied), for purposes of development, improvement and/or servicing of public park facilities.

4.3.6 General Fund Special Assessment. The development of the Property shall be subject to an annual per square foot General Fund Special Assessment in perpetuity. With regard to each building constructed on the Property, the General Fund Special Assessment shall be paid upon occurrence of both of the following: (a) issuance of a final certificate of occupancy and (b) commencement of the business operations of the first tenant within such building. The General Fund Special Assessment shall be prorated for the first fiscal year of CITY in which both conditions are satisfied and is intended for purposes of offsetting impacts to streets, police services, forfeiture of potential sales tax, and other maintenance associated with development and operation of the Property. The General Fund Special Assessment shall be an amount of money equal to $.10 per square foot of each building constructed on the Property, as such square footage is reflected in the applicable building permit issued by CITY. Commencing July 1st of CITY's second fiscal year in which payment of the General Fund Special Assessment will be due, and annually thereafter, the General Fund Special Assessment rate of $.10 per square foot of each building constructed on the Property shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario) or by three percent (3%), whichever is greater. The calculation of the percentage change in the Consumer Price Index shall be made using the month of April over the month of April in the prior year. CITY shall take such steps as may be necessary to cause the County Tax Collector to enroll each annual installment of the

General Fund Special Assessment on the annual secured tax bill or tax bills for the Property, to the extent as may be permitted by law. As certificates of occupancy are issued for each new tenant, the General Fund Special Assessment shall adjust upward or downward, to the square footage stated in the building permit issued by the CITY for the applicable building.

Should OWNER not commence any construction activity on the Property (including, without limitation, demolition, remediation or grading) within twelve (12) calendar months following the Effective Date of this Agreement, OWNER shall pay CITY an additional amount of one hundred eighty one thousand two hundred fifty dollars ($181,250) per year (prorated for any partial year, based on a 30-day month and a 360-day year) until commencement of construction.

4.4 North Rubidoux Master Plan. OWNER agrees to contribute a one-time payment of four hundred and forty thousand dollars ($440,000) as OWNER's proportionate participation and/or funding of the planned North Rubidoux Master Plan. OWNER's one-time payment shall be payable upon the Project Approvals becoming final and non-appealable and OWNER acquiring the Property and shall fully satisfy any obligation OWNER may have to pay for the cost of the North Rubidoux Master Plan. In addition, the provisions of the North Rubidoux Master Plan shall not conflict or impede in any way development of the Project, the implementation of this Agreement and the Project Approvals and future Development Approvals described herein.

4.5 Administrative Fee. OWNER shall pay to CITY an initial administrative fee in the amount of fifty thousand dollars ($50,000.00) on the Effective Date of this Agreement plus $25,000 thereafter on an annual basis until such time that all buildings have received their certificates of occupancy.

4.6 LEED Green Building Standard. OWNER shall design or cause to be designed all buildings constructed on the Property to at least a LEED certified or equivalent design standard.

4.7 Timing of Development. Except as set forth in Agreement, regardless of any future enactment, by initiative, or otherwise, OWNER shall have the discretion to develop the Property in one phase or in multiple phases at such times as OWNER deems appropriate within the exercise of its subjective business judgment. Specifically, CITY agrees that OWNER shall be entitled to apply for and receive permits, maps, occupancy certificates, and other entitlements to develop and use the Property at any time, provided that such application is made in accordance with this Agreement and the Applicable Regulations. CITY further agrees it shall diligently process and not unreasonably delay issuance of permits, maps, occupancy certificates and other entitlements applied for by OWNER. The parties hereto expressly reject the holding of *Pardee Construction Company v. City of Camarillo*, 37 Cal. 3d 465 (1984), as regards any authority regulating the phasing of Development and construction on the Property.

4.8 Permits and Approvals – Cooperation. CITY further agrees to reasonably cooperate with OWNER, at no cost to CITY, in securing any County, State and Federal permits or authorizations which may be required in connection with Development contemplated by OWNER, including without limitation such permits, approvals, and/or consents required by the MSHCP.

This cooperation shall not entail any economic contribution by CITY. Without limiting the generality of the foregoing, CITY shall transmit OWNER's MSHCP fee and all other mitigation fees associated with the MSHCP, to Western Riverside County Regional Conservation Authority, within seven (7) days of payment by OWNER.

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

4.10 No Conflicting Enactments. Except as otherwise provided by this Agreement, neither the City Council nor any other agency of CITY shall enact a rule, regulation, ordinance, or other measure (collectively "law") applicable to the Property that is inconsistent or conflicts with the terms of this Agreement. By way of example, any law, whether by specific reference to this Agreement or otherwise, shall be considered to conflict if it limits or reduces the density or intensity of Development as regulated by the Applicable Regulations and Project Approvals or otherwise requires any reduction or increase in the number, size, or square footage of lot(s), structures, buildings, or other improvements, except as provided in Section 4.2.

4.10.1 Moratorium. It is the intent of OWNER and CITY that no moratorium or other limitation (whether relating to the Development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), site development permits, precise plans, site development plans, building permits, occupancy certificates, or other entitlements to use approved, issued, or granted within the City of Jurupa Valley, or portions of the City of Jurupa Valley, shall apply to the Project to the extent such moratorium or other limitation would restrict OWNER's right to develop the Property as provided by this Agreement in such order and at such rate as OWNER deems appropriate as limited or regulated by this Agreement. CITY agrees to reasonably cooperate with OWNER in order to keep this Agreement in full force and effect. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to reasonably cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending. The filing of any third party lawsuit(s) against CITY or OWNER relating to this Agreement, the Project Approvals or to other development issues affecting the Property shall not delay or stop the Development, processing, or construction of the Project, unless the third party obtains a court order preventing the activity. In addition, as further provided in Sections 11.4 and 11.4.1 of this Agreement, the filing of such lawsuits shall automatically toll (i) all applicable timeframes of this Agreement, including the Term of this Agreement, and (ii) the expiration date of all Project Approvals and Future Project Approvals, for the period of time such litigation is pending.

4.10.2 Consistency Between this Agreement and Current Laws. CITY represents that at the Effective Date there are no rules, regulations, ordinances, policies, or other measures of CITY in force that would interfere with the Development and use of all or any part of

the Property according this Agreement. In the event of any inconsistency between any Applicable Regulation, Project Approval, and this Agreement, the provisions of this Agreement shall control.

4.11 Reimbursement. Nothing in this Agreement shall preclude CITY and OWNER from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities, Public Improvements, or any of these that CITY may require as conditions of the Project Approvals, to the extent that they are not in excess of those reasonably necessary to mitigate the impacts of the Project.

4.12 Acquisition of Right of Way for Public Improvements.

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

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

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

4.12.4 If OWNER asks CITY and CITY agrees to acquire right-of-way through the use of its power of eminent domain, then OWNER and CITY shall enter into an Acquisition Agreement pursuant to Government Code Section 66462.5 for each Public Improvement. OWNER shall deposit with CITY the actual costs reasonably estimated by CITY for initiating such proceedings and each stage thereof. Notwithstanding the foregoing provisions of this Section 4.12, City shall not delay or refuse to issue any Future Development Approvals due to the failure or delay of the City to either (i) enter into the Acquisition Agreement; (ii) if

necessary, failure to initiate or conclude an eminent domain proceeding, if such a proceeding is necessary to obtain the Required Property; or (iii) approve any improvement plans needed to construct any Public Improvement.

4.13 Easements. In the event a Project Approval requires an easement to be dedicated for pedestrian use, such an easement shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

4.14 Prior to August 1, 2020, the Applicant shall establish an air filtration program to provide and install air filtration units and/or filters to approximately 260 single-family residential homes in the Belltown community west of Market Street and west of Rubidoux Boulevard and in unincorporated San Bernardino County north of the Projects boundary on El Riviono Road, generally within 1,000 feet of the proximate truck route/street, at the Applicant's sole cost and subject to the approval of the City Manager.

4.15 The Applicant shall pay to the City the cost and expenses of the City retaining an independent technical consultant to monitor compliance with the State Department of Toxic Substances Control ("DTSC") Response Plan for the Property and the adjacent Open Space. The Applicant shall deposit with the City the sum of fifty thousand dollars ($50,000.00) for these costs and expenses and shall replenish the deposit within five (5) business days following written notice from the City Manager. City shall maintain the invoices of the consultant and City payments thereof for the period specified in the City's Records retention Policy and provide them to Applicant upon request.

5. OBLIGATIONS OF THE PARTIES.

5.1 OWNER's Obligations to Construct Public Improvements. In the event OWNER elects, in its sole discretion, to proceed with development of the Project, OWNER shall, at its sole cost and expense, design, construct, install, and finally complete the Public Improvements. The design, construction, installation, and final completion of the Public Improvements shall be in conformance with CITY standards in effect as of the date of this Agreement and the plans and specifications for the Public Improvements, as approved by the City Engineer. Except as otherwise provided in this Agreement, the Public Improvements shall be completed at such time as set forth in the conditions of approval for Development on the Property. CITY and OWNER shall enter into CITY's standard subdivision improvement agreement, or an applicable modification thereof, for the completion of the Public Improvements.

5.2 Specific Obligations of Owner within the Open Space.

5.2.1 There currently exists a "Mining and Reclamation Plan, dated as of December 15, 1989 and revised on June 29, 1990 for the Property ("Reclamation Plan"), prepared pursuant to the California Surface Mining and Reclamation Act of 1975 (Public Resources Code Section 2710 et seq.). Upon execution of this Agreement by OWNER and CITY, CITY shall take such steps and sign such documents as may be necessary to close out the Reclamation Plan and to facilitate the release of any and all financial assurances posted in connection with the same.

Thereafter, OWNER shall be deemed released from any and all obligations whatsoever to reclaim all or any portion of the Property and/or the Open Space.

5.2.2 The Open Space is depicted in Exhibit A. Previously, OWNER has, at its expense and in coordination with the California Department of Toxic Substances Control ("**DTSC**"), (i) negotiated and executed a California Land Reuse and Revitalization Act of 2004 Agreement ("**CLRRA Agreement**") for the Open Space and (ii) delivered a Phase I Environmental Site Assessment of the Open Space to CITY. Upon (a) the Project Approvals becoming final and non-appealable and (b) DTSC's approval of an Open Space Response Plan, or an equivalent approval or clearance authorizing a plan to remediate the Open Space; and (c) OWNER's acquisition of the Open Space, OWNER shall maintain the Open Space in accordance with the Open Space Response Plan and applicable approvals or may then place the Open Space under a conservation easement and dedicate the Open Space to a not-for-profit entity of its choosing who shall be obligated to maintain the Open Space in accordance with the Open Space Response Plan and applicable approvals. OWNER shall perform work required by DTSC to complete the remediation of the Open Space, which may include demolition, soil removal, soil treatment, and groundwater treatment, (the "Open Space Remediation") and, subject to the provisions of Section 5.6, OWNER may choose to include the cost of the Open Space Remediation in a Community Facilities District or other public financing mechanism.

5.3 Once all remediation activities and engineering controls described in Sections 5.2.2 are implemented to the satisfaction of DTSC, OWNER shall obtain a DTSC Certificate of Completion and No Further Action Letter with regard to the Open Space, and will furnish copies of such documents to CITY. CITY shall use good faith efforts to assist OWNER in obtaining any and all applicable regional park impact fee credits, or MSHCP fee credits, or reimbursement, based upon OWNER's Open Space Remediation.

5.3.1 CITY Maintenance of Dedicated Public Improvements. CITY shall maintain all dedicated and accepted Public Improvements, including but not limited to, public streets and related walls, streetlights, and public storm drainage facilities.

5.3.2 OWNER Maintenance of Landscaping and Storm Drainage Facilities. OWNER shall maintain all landscaping on the Property and on adjacent CITY rights-of-way and all storm drainage facilities that are on the Property and serve the Property. This does not include any storm drainage facility for the benefit of the Riverside County Flood Control District.

5.4 Easements. CITY shall grant such easements over CITY property as are reasonably needed for the Development of the Property provided such easements do not impede or interfere with public services provided on such properties. OWNER agrees to grant to CITY such easements over its property as are reasonably needed for the construction and maintenance of public improvements, except to the extent such easements would have a material adverse economic effect on the Project. Such grants shall be at no additional cost to OWNER or CITY.

5.5 Private Improvement Financing Mechanisms.

5.5.1 Industrial Development Bonds. If requested by OWNER, CITY shall cooperate in the issuance of Industrial Development Bonds, as allowed by State or Federal law.

5.5.2 Cost of Creating Alternative Financing Mechanism. If the formation or establishment of any public or private financing mechanism is requested by OWNER, then CITY shall reasonably cooperate with such request, and OWNER shall bear the full cost of creating any and all such alternative financing mechanisms.

5.6 Public Financing of Improvements. OWNER or CITY may, from time to time, request that the other cooperate in establishing one or more financing mechanisms including, without limitation, assessment districts and/or community facilities districts, to finance environmental remediation, construction and maintenance of the Public Improvements, public facilities, mitigation mechanisms, the Community Facilities In-lieu Fee, assessments (including the Community Facilities Special Assessment) and/or development impact fees that may be required in connection with Development of the Project, all of which CITY hereby finds have a nexus to the construction of public facilities within the jurisdiction of CITY or to the public interest of the CITY and the health, safety and welfare of its residents. CITY hereby authorizes the use of such financing methods and agrees to use reasonable efforts to develop and implement such financing mechanisms, subject to public hearing and election requirements under applicable State law and, if tax-exempt bonds are to be issued, Federal law, the Existing Regulations and the customary and reasonable industry standards for the development of such financing. OWNER and CITY acknowledge and agree that the establishment of financing mechanisms and the public or private issuance of bonds are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes or assessments for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest rates on tax exempt financings, industrial and commercial real estate markets, value of real property in the area, bond underwriting criteria and ratings by bond-rating agencies. OWNER shall be under no obligation to agree to any such assessment districts and/or community facilities districts. Should OWNER elect to pursue such financing mechanism, any assessment levied on the Property shall expire upon the full repayment of the outstanding indebtedness.

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

5.8 Judicial Review. Based on the foregoing, in the event OWNER judicially (including by way of a reference proceeding) challenges the application of a future land use regulation as being in violation of this Agreement and as not being a land use regulation adopted pursuant to the Reserved Authority, OWNER shall bear the burden of proof in establishing that such rule, regulation, or policy is inconsistent with the Applicable Regulations, the Project Approvals, or both and CITY shall thereafter bear the burden of proof in establishing that such regulation was adopted pursuant to and in accordance with the Reserved Authority and was not applied by CITY in violation of this Agreement.

6. INDEMNIFICATION.

6.1 OWNER agrees to indemnify and hold harmless CITY, its agents, officers, consultants, contractors, attorneys, and employees ("Indemnified Parties") from and against any claims or proceeding against the Indemnified Parties to set aside, void or annul the approval of this Agreement or the Environmental Impact Report approved for the Project or the Project Approvals. Notwithstanding the provisions of Section 3.5.1 of this Agreement, OWNER's obligation pursuant to this Section is not a benefit or burden running with the land and shall not be assigned to any person without the express written consent of CITY. OWNER's duties under this Section are solely subject to and conditioned upon the Indemnified Parties written request to OWNER to indemnify the Indemnified Parties. OWNER shall deposit the expected costs of defense with CITY within five (5) business days of notice from CITY of the claim and shall add to the deposit within five (5) business days from the request of CITY. Without in any way limiting the provisions of either this Section or Section 3.4, the parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

6.2 Notwithstanding Section 6.1., and as a separate and distinct obligation of OWNER, OWNER agrees to indemnify and hold harmless the Indemnified Parties from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature arising from alleged damages caused to third parties and alleging that the Indemnified Parties is or are liable therefor as a direct or indirect result of CITY's approval of this Agreement. OWNER's duties under this Section are solely subject to and conditioned upon the Indemnified Parties written request to OWNER to indemnify the Indemnified Parties. OWNER shall deposit the expected costs of defense with CITY within five (5) business days of notice from CITY of the claim and shall add to the deposit within five (5) business days from the request of CITY. Without in any way limiting the provisions of either this Section or Section 3.4, the parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

6.3 Notwithstanding Sections 6.1. and 6.2, and as a separate and distinct obligation of OWNER, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, liabilities, suits, losses, costs, expenses and damages, including but not limited to attorneys' fees and costs, arising directly or indirectly out of any claim for loss or damage to any property, including the Property and the Open Space, injuries to or death of persons, or for the cost of cleaning up the Property, including the Open Space, and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of contamination or adverse effects on the environment, or by reason of any statutes, ordinances,

orders, rules or regulations of any governmental entity or agency requiring the clean up of any Hazardous Materials caused by or resulting from any Hazardous Material, or toxic substances or waste existing on or under, any portion of the Property, including the Open Space.

6.3.1 As used in Section 6.3, "Hazardous Materials" means any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including the Open Space, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; California Health and Safety Code Sections 25260 and 25141; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq. ("RCRA"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR. Part 302) or pursuant to California Health and Safety Code Section 25141 and in any and all amendments thereto; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Property, to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property requires investigation, reporting or remediation under any such laws or regulations.

7. **RELATIONSHIP OF PARTIES.** The contractual relationship between CITY and OWNER is such that OWNER is an independent contractor and not the agent or employee of CITY. CITY and OWNER hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with the Development of the Property shall be construed as making CITY and OWNER joint ventures or partners.

8. **AMENDMENT OR CANCELLATION OF AGREEMENT.** This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in the manner provided for in Government Code Section 65868. No amendment or modification of this Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each party hereto. This provision shall not limit CITY's or OWNER's remedies as provided by Section 10.3.

9. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.

9.1 Periodic Review. CITY and OWNER shall review this Agreement at least once every 12-month period from the date this Agreement is executed. CITY shall notify OWNER in writing of the date for review at least thirty (30) days prior thereto. Such periodic review shall be conducted in accordance with Government Code Section 65865.1.

9.2 Good Faith Compliance. During each periodic review, OWNER shall be required to demonstrate good faith compliance with the terms of this Agreement. OWNER agrees to furnish such reasonable evidence of good faith compliance as CITY, in the exercise of its reasonable discretion, may require. If requested by OWNER, CITY agrees to provide to OWNER, a certificate that OWNER or a duly authorized Transferee is in compliance with the terms of this Agreement, provided OWNER reimburses CITY for all reasonable and direct costs and fees incurred by CITY with respect thereto.

9.3 Failure to Conduct Annual Review. The failure of CITY to conduct the annual review shall not be an OWNER default. Further, OWNER shall not be entitled to any remedy for CITY's failure to conduct this annual review.

9.4 Initiation of Review by City Council. In addition to the annual review, the City Council may at any time initiate a review of this Agreement by giving written notice to OWNER. Within thirty (30) days following receipt of such notice, OWNER shall submit evidence to the City Council of OWNER's good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for the annual review. The City Council shall initiate its review pursuant to this Section only if it has probable cause to believe CITY's general health, safety, or welfare is at risk as a result of specific acts or failures to act by OWNER.

9.5 Administration of Agreement. Any final decision by CITY staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance herewith may be appealed by OWNER to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after OWNER receives written notice that the staff decision is final. The City Council shall render its decision to affirm, reverse, or modify the staff decision within thirty (30) days after the appeal was filed. The decision of the City Council as to the administration of this Agreement shall be final and is not appealable. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

9.6 Availability of Documents. If requested by OWNER, CITY agrees to provide to OWNER copies of any documents, reports or other items reviewed, accumulated or prepared by or for CITY in connection with any periodic compliance review by CITY, provided OWNER reimburses CITY for all reasonable and direct costs and fees incurred by CITY with respect thereto. CITY shall respond to OWNER's request on or before ten (10) business days have elapsed from CITY's receipt of such request.

10. **EVENTS OF DEFAULT: REMEDIES AND TERMINATION.** Unless amended, modified, or suspended pursuant to Government Code Section 65869.5, this Agreement is enforceable by either party hereto.

10.1 Defaults by Owner. If CITY determines that OWNER has not complied in good faith with the terms and conditions of this Agreement, CITY shall, by written notice to OWNER, specify the manner in which OWNER has failed to so comply and state the steps OWNER must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from CITY specifying the manner in which OWNER has failed to so comply, OWNER does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then OWNER shall be deemed to be in default under the terms of this Agreement. The foregoing 30-day period shall be tolled during the pendency of any appeal undertaken pursuant to Section 9.5, if applicable. Default of OWNER shall also include, but not limited to, OWNER's failure to timely commence construction of the Public Improvements pursuant to this Agreement; OWNER's failure to timely complete construction of the Public Improvements; OWNER's failure to timely cure any defect in the Public Improvements; OWNER's failure to perform substantial construction work on the Public Improvements for a period of 20 calendar days after commencement of the work; or OWNER's failure to perform any other obligation concerning the Public Improvements under this Agreement. Except as provided in Section 13 ("Attorneys Fees") CITY's remedies for OWNER's breach shall be limited to those specified in Section 10.3.

10.2 Defaults by City. If OWNER determines that CITY has not complied in good faith with the terms and conditions of this Agreement, OWNER shall, by written notice to CITY, specify the manner in which CITY has failed to so comply and state the steps CITY must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from OWNER specifying the manner in which CITY has failed to so comply, CITY does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then CITY shall be deemed to be in default under the terms of this Agreement. OWNER's remedies for CITY'S breach shall be limited to those specified in Section 10.3.

10.3 Legal Remedies.

10.3.1 No Monetary Damages. Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. OWNER has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts. For the above reasons, CITY and OWNER agree that damages would not be an adequate remedy if CITY fails to carry out its obligations under this Agreement and that OWNER shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. Moreover, CITY would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement.

Therefore, OWNER specifically agrees that it has no authority under this Agreement or otherwise to seek monetary damages against CITY for any breach of this Agreement by CITY, and agrees not to seek monetary damages against CITY for breach of this Agreement.

10.3.2 Specific Performance Remedy. CITY and OWNER further acknowledge that, if OWNER fails to carry out its obligations under this Agreement, CITY shall have the right to refuse to issue any permits or other approvals that OWNER would otherwise have been entitled to pursuant to this Agreement. Therefore, CITY's remedy of denying issuance of permits or terminating this Agreement shall be sufficient in most circumstances if OWNER fails to carry out its obligations hereunder. Notwithstanding the foregoing, if CITY issues a permit or other approval pursuant to this Agreement in reliance (explicitly stated in writing) upon a specified condition being satisfied by OWNER in the future, and if OWNER then fails to satisfy such condition, CITY shall be entitled to specific performance for the sole purpose of causing OWNER to satisfy such condition. CITY's right to specific performance shall be limited to those circumstances set forth above, and CITY shall have no right to seek specific performance to cause OWNER to otherwise proceed with the Development of the Project in any manner.

10.4 Institution of Legal Action. In addition to any other rights or remedies, and except as provided in Section 11.3, OWNER or CITY may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof to recover damages for any default, or to obtain any other remedies consistent with the purpose of this Agreement. Such legal action shall be heard by a referee from the Riverside County Superior Court pursuant to the reference procedures of the California Code of Civil Procedure Sections 638, et seq., OWNER and CITY shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her. If OWNER and CITY are unable to agree on a referee within ten (10) days of a written request to do so by either party hereto, either party may seek to have one appointed pursuant to the California Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Section shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

10.5 Estoppel Certificates.

10.5.1 Written Request. Either party may at any time deliver written notice to the other party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

10.5.2 Fifteen (15) Days to Respond. A party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting party within fifteen (15) days after receipt of the request.

10.5.3 Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on behalf of CITY. Any officer of OWNER may sign on behalf of OWNER.

10.5.4 Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

10.5.5 Reimbursement. In the event that one party requests an Estoppel Certificate from the other, the requesting party shall reimburse the other party for all actual and direct costs and fees incurred by such party with respect thereto.

10.5.6 Failure to Provide Estoppel Certificate. Failure by a party to provide an Estoppel Certificate within thirty (30) days after receipt of the request therefor shall be deemed confirmation that this Agreement is in full force and effect, has not been amended or modified either orally or in writing and that no defaults in the performance of the requesting party's obligations under this Agreement exist.

11. WAIVERS AND DELAYS.

11.1 No Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, and failure by a party to exercise its rights upon a default by the other party hereto, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

11.2 Third Parties. Non-performance shall not be excused because of a failure of a third person, except as provided in Section 11.3

11.3 Force Majeure. Neither CITY nor OWNER shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots, terrorism, or similar hostilities, strikes and other labor difficulties, government regulations (including, without limitation, state and federal environmental and natural resource regulations applied to the Property), or judicial decisions directly applicable to the Property and such cause is beyond such party's reasonable control.

11.4 Extensions. The Term of this Agreement and the time for performance by OWNER or CITY of any of its obligations hereunder shall be automatically extended by the period of time that any of the events described in Section 11.3 and this Section 11.4 exists and/or prevents performance of such obligations. In addition, the Term shall be extended for delays arising from the following events for a time equal to the duration of each delay occurring during the Term. The party seeking to apply force majeure extensions shall notify the other within thirty (30) days of the commencement of the event giving rise to force majeure.

11.4.1 Litigation. The period of time after the Effective Date during which litigation related to this Agreement or having the actual effect of delaying implementation of the Development of the Property is pending, including litigation pending on the Effective Date. This period shall include any time during which appeals may be filed or are pending. In addition, as

provided in Section 4.10.1, such a period shall automatically toll the expiration dates of all Project Approvals and Future Project Approvals.

11.4.2 Government Agencies. Any delay resulting from the acts or omissions of CITY or any other governmental agency or public utility and beyond the reasonable control of OWNER except those related to the normal and customary processing of Future Development Approvals.

12. **NOTICES.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, or by overnight delivery. Notices required to be given to CITY shall be addressed as follows:

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

With a copy to:

Richards, Watson & Gershon
350 South Grand, 37th Floor
Los Angeles, CA 90071-1469
Attention: Peter M. Thorson, City Attorney

Notices required to be given to OWNER shall be addressed as follows:

Crestmore Redevelopment, LLC
1805 Shea Center Drive Suite 250
Highlands Ranch, CO 80129
Attention: Tate Goss

With a copy to:

Gresham Savage Nolan & Tilden, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: Mark A. Ostoich

A party may change its address for notices by giving notice in writing to the other party as required herein and thereafter notices shall be addressed and transmitted to the new address. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, or air bill.

13. **ATTORNEYS' FEES.** If legal action is brought by either party against the other for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement, the prevailing party shall be entitled to an award of its costs, including reasonable attorneys' fees, and shall also be entitled to recover

its contribution for the costs of the referee referred to in Section 10.4 above as an item of damage and/or recoverable costs. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses, including, without limitation, expert witness fees, incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14. **RECORDING.** This Agreement and any amendment or cancellation hereof shall be recorded, at no cost to CITY, in the Official Records of Riverside County by the City Clerk within the period required by Section 65868.5 of the Government Code.

15. **EFFECT OF AGREEMENT ON TITLE.**

15.1 Effect on Title. OWNER and CITY agree that this Agreement shall not continue as an encumbrance against any portion of the Property as to which this Agreement has terminated.

15.2 Encumbrances and Lenders' Rights. OWNER and CITY hereby agree that this Agreement shall not prevent or limit any OWNER of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at its or their sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust sale and leaseback arrangement or other security device. CITY acknowledges that any Lender (as hereinafter defined) may require certain interpretations of or modifications to this Agreement or the Project and CITY agrees, upon request, from time to time, to meet with OWNER(s) and/or representatives of such Lenders to negotiate in good faith any such request for interpretation or modification. CITY further agrees that it will not unreasonably withhold its consent to any such requested interpretation or modification to the extent such interpretation or modification is consistent with the intent and purpose of this Agreement. A default under this Agreement shall not defeat, invalidate, diminish, or impair the lien of any Lender.

15.3 Notice of Defaults. The mortgagee of a mortgage or beneficiary of a deed of trust or holder of any other security interest in the Property or any portion thereof and their successors and assigns, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity which obtains title by deed-in-lieu of foreclosure ("Lender") shall be entitled to receive a copy of any notice of default (as defined in Section 10.1 hereof) delivered to OWNER and, as a pre-condition to the institution of legal proceedings or termination proceedings, CITY shall deliver to all such Lenders written notification of any default by OWNER in the performance of its obligations under this Agreement which is not cured within sixty (60) days (the "Second Default Notice") and shall allow the Lender(s) an opportunity to cure such defaults as set forth herein. The Second Notice of Default shall specify in detail the alleged default and the suggested means to cure it. After receipt of the Second Default Notice, each such Lender shall have the right, at its sole option, within ninety (90) days to cure such default or, if such default cannot reasonably be cured within that ninety (90) day period, to commence to cure such default, in which case no default shall exist and CITY shall take no further action. Notwithstanding the foregoing, if such default shall be a default which can only be remedied by such Lender obtaining

possession of the Property, or any portion thereof, and such Lender seeks to obtain possession, such Lender shall have until ninety (90) days after the date of obtaining such possession to cure or, if such default cannot reasonably be cured within such period, then to commence to cure such default. Further, a Lender shall not be required to cure any non-curable default of OWNER, and any such default shall be deemed cured if any Lender obtains possession.

16. **SEVERABILITY OF TERMS.** If any term, provision, covenant, or condition of this Agreement shall be determined invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby if the tribunal finds that the invalidity was not a material part of consideration for either party. The covenants contained herein are mutual covenants. The covenants contained herein constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

17. **SUBSEQUENT AMENDMENT TO AUTHORIZING STATUTE.** This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.

18. **LOCAL, STATE AND FEDERAL LAWS.** OWNER and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws, including, without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations and standards. OWNER agrees to indemnify, defend and hold the Indemnified Parties (as defined in Section 6.1) harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of OWNER or its contractor(s) or agents to comply with such laws, rules or regulations. OWNER's indemnity obligations set forth in this Section shall survive the termination or expiration of this Agreement.

19. **RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS.**

19.1 Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. The parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of CITY, and in particular, CITY's police powers. In this regard, the parties understand and agree that this Agreement shall not be deemed to constitute the surrender or abnegation of CITY's governmental powers over the Property.

19.2 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

19.3 Gender. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

19.4 No Joint and Several Liability. At any time that there is more than one OWNER, no breach hereof by an OWNER shall constitute a breach by any other OWNER. Any remedy, obligation, or liability, including but not limited to the obligations to defend and indemnify CITY, arising by reason of such breach shall be applicable solely to OWNER that committed the breach. However, CITY shall send a copy of any notice of violation to all OWNERS, including those not in breach. In addition, a default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way OWNER's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between CITY and a Transferee shall only affect the portion of the Property owned by such Transferee.

19.5 Time of Essence. Time is of the essence regarding each provision of this Agreement of which time is an element.

19.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous negotiations, discussion and agreements between the parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

19.7 Authority to Execute Agreement. The person executing this Agreement on behalf of OWNER warrants and represents to CITY that this Agreement has been duly approved by OWNER and that all applicable notices and procedures were complied with and that he/she is duly authorized by OWNER to execute this Agreement on behalf of OWNER and has been duly authorized to do so.

19.8 Not for Benefit of Third Parties. This Agreement and all provisions hereof are for the exclusive benefit of CITY and OWNER and its Transferees and shall not be construed to benefit or be enforceable by any third party.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.

19.10 Exhibits. The following Exhibits are attached to this Agreement and incorporated herein as though set forth in full:

- Exhibit A: Description of Property and Description of Open Space
- Exhibit B: Public Improvements;
- Exhibit C: [Intentially Deleted];
- Exhibit D: Agreement for Acquisition of Off-Site Property for Public Improvements (Government Code Section 66462.5)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF JURUPA VALLEY,
a municipal corporation

_____

Mayor

ATTEST:

_____

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:

_____

Peter M. Thorson
City Attorney

IN WITNESS WHEREOF, the parties hereof have executed and entered into this Agreement as of the date set forth above.

CRESTMORE REDEVELOPMENT, LLC,
A California Limited Liability Company

By: _____
Name: Tate Goss
Title: Manager

OWNER'S SIGNATURES MUST BE NOTARIZED

CITY OF JURUPA VALLEY, a municipal corporation

_____

City Manager

Attest:

_____
Victoria Wasko, CMC
City Clerk

Approved as to form:

_____
Peter M. Thorson
City Attorney

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

STATE OF CALIFORNIA
COUNTY OF)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____ **(Seal)**

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

STATE OF CALIFORNIA
COUNTY OF)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____ **(Seal)**

EXHIBIT A

(Description of Property)

And

(Description of Open Space)

EXHIBIT "A"
DESCRIPTION OF PROPERTY

PARCEL 1

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PARCEL "B" AND OF LOT LINE ADJUSTMENT NO. 5218 RECORDED MAY 29, 2008 AS INSTRUMENT NO. 2008-0291639 AND A PORTION OF PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 1601 RECORDED OCTOBER 26, 2017 AS INSTRUMENT NO. 2017-0446791 BOTH OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST OF SAID PARCEL "B"; THENCE ALONG THE EAST LINE OF SAID PARCEL "B" AND "A":

1) SOUTH 12°08'23" EAST, 1699.08 FEET;

2) THENCE LEAVING SAID LINE, SOUTH 73°09'00" WEST, 224.01 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A", SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2044.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 79°11'04" WEST;

3) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°57'46" AN ARC LENGTH OF 747.84 FEET;

4) THENCE NORTH 31°47'25" WEST, 954.76 FEET;

5) THENCE NORTH 00°47'58" EAST, 97.97 FEET;

6) THENCE NORTH 72°33'37" EAST, 177.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 656.00 FEET;

7) THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°24'41" AN ARC LENGTH OF 208.97 FEET;

8) THENCE NORTH 00°48'37" EAST, 44.00 FEET;

9) THENCE SOUTH 89°11'23" EAST, 253.20 FEET TO THE **TRUE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 16.32 ACRES, MORE OR LESS.

PARCEL 2

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF **BEGINNING** AT THE SOUTHWEST CORNER OF PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 1601 RECORDED OCTOBER 26, 2017 AS INSTRUMENT NO. 2017-0446791 OF OFFICIAL RECORDS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"
DESCRIPTION OF PROPERTY

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A" SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY OF RUBIDOUX BOULEVARD AS SHOWN ON SAID LOT LINE ADJUSTMENT;

1) THENCE ALONG SAID RIGHT OF WAY NORTH 05°46'04" WEST, 18.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1402.69 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 46°57'03" EAST;

2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°43'34" AN ARC LENGTH OF 189.14 FEET;

3) THENCE NORTH 50°46'30" EAST, 13.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.78 FEET;

4) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°09'05" AN ARC LENGTH OF 575.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2844.79 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 84°31'50" WEST;

5) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'10" AN ARC LENGTH OF 349.34 FEET;

6) THENCE SOUTH 01°33'59" WEST, 68.69 FEET;

7) THENCE NORTH 79°15'18" WEST, 79.39 FEET;

8) THENCE SOUTH 54°49'44" WEST, 425.90 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.06 ACRES, MORE OR LESS.

PARCEL 3

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 1601 RECORDED OCTOBER 26, 2017 AS INSTRUMENT NO. 2017-0446791 OF OFFICIAL RECORDS;

1) THENCE SOUTH 05°46'04" EAST, 18.37 FEET TO THE **TRUE POINT OF BEGINNING**;

2) THENCE NORTH 54°49'44" EAST, 428.14 FEET;

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

3) THENCE SOUTH 79°15'18" EAST, 121.22 FEET;

4) THENCE SOUTH 40°31'37" EAST, 9.20 FEET;

5) THENCE SOUTH 05°39'03" EAST, 140.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 980.37 FEET;

6) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'00" AN ARC LENGTH OF 205.33 FEET;

7) THENCE SOUTH 17°44'40" EAST, 4.58 FEET;

8) THENCE SOUTH 79°15'23" WEST, 163.95 FEET;

9) THENCE SOUTH 85°09'23" WEST, 257.40 FEET;

10) THENCE NORTH 87°42'37" WEST, 40.00 FEET;

11) THENCE CONTINUING ALONG SAID LINE, NORTH 87°42'37" WEST, 53.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4960.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 82°10'44" EAST;

12) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'12" AN ARC LENGTH OF 177.75 FEET TO **THE TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.62 ACRES, MORE OR LESS.

PARCEL 4

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 1601 RECORDED OCTOBER 26, 2017 AS INSTRUMENT NO. 2017-0446791 OF OFFICIAL RECORDS, TOGETHER WITH LOTS 4, 8, 14, AND PORTIONS OF LOTS 3, 9, 15 AND 16 OF THE MAP OF RIVINO HEIGHTS BLOCK 1 PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOTS 1 THROUGH 18, INCLUSIVE, OF THE RIVINO GARDEN SUBDIVISION PER MAP RECORDED IN BOOK 21, PAGE 29 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALL AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE ALONG THE NORTH LINE OF SAID PARCEL "A", NORTH 89°18'59" WEST, 1950.21 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN LAND CONVEYED TO RIVERSIDE & PACIFIC RAILROAD

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"
DESCRIPTION OF PROPERTY

COMPANY PER DOCUMENT RECORDED OCTOBER 29, 1917 IN BOOK 471 PAGE 179 OF DEEDS OF SAID COUNTY;

THENCE ALONG SAID EAST LINE THE FOLLOWING 4 COURSES:

1) SOUTH 12°15'59" EAST, 2966.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5769.58 FEET;

2) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'47" AN ARC LENGTH OF 664.24 FEET;

3) THENCE SOUTH 05°32'36" EAST, 168.10 FEET;

4) THENCE SOUTH 41°19'00" WEST, 7.17 FEET;

5) THENCE LEAVING SAID LINE:

6) THENCE SOUTH 09°27'00" EAST, 160.20 FEET;
7) THENCE SOUTH 18°43'00" EAST, 200.00 FEET;

8) THENCE SOUTH 25°59'00" EAST, 159.90 FEET;

9) THENCE SOUTH 52°46'00" EAST, 375.80 FEET;

10) THENCE SOUTH 78°22'00" EAST, 260.50 FEET;

11) THENCE SOUTH 83°43'00" EAST, 175.00 FEET;

12) THENCE NORTH 56°55'00" EAST, 345.80 FEET;

13) THENCE NORTH 53°26'00" EAST, 1231.45 FEET;

14) THENCE NORTH 54°17'00" EAST, 362.57 FEET;

15) NORTH 43°27'00" WEST, 141.86 FEET;

16) THENCE NORTH 12°00'00" EAST, 641.70 FEET TO THE SOUTHEAST CORNER OF LOT 16 OF SAID MAP OF RIVINO HEIGHTS BLOCK 1, SAID CORNER ALSO BEING A POINT IN THE CENTERLINE OF HALL AVENUE, 60.00 FEET WIDE, AS SHOWN ON SAID MAP;

17) THENCE ALONG SAID CENTERLINE NORTH 00°07'25" EAST, 1593.09 FEET;

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
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Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"
DESCRIPTION OF PROPERTY

18) THENCE LEAVING SAID CENTERLINE NORTH 89°48'25" WEST, 29.89 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID HALL AVENUE;

19) THENCE ALONG SAID RIGHT OF WAY NORTH 00°06'59" EAST, 987.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;

20) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°04'36" AN ARC LENGTH OF 31.44 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF EL RIVINO ROAD, SHOWN AS COUNTY LINE ROAD, 60.00 FEET WIDE ON SAID RIVINO GARDENS SUBDIVISION;

21) THENCE ALONG SAID RIGHT OF WAY NORTH 89°26'09" WEST, 1269.20 FEET;

22) THENCE LEAVING SAID RIGHT OF WAY NORTH 00°37'26" EAST, 30.01 FEET TO A POINT ON THE CENTERLINE OF SAID EL RIVINO ROAD, SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 260.30 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

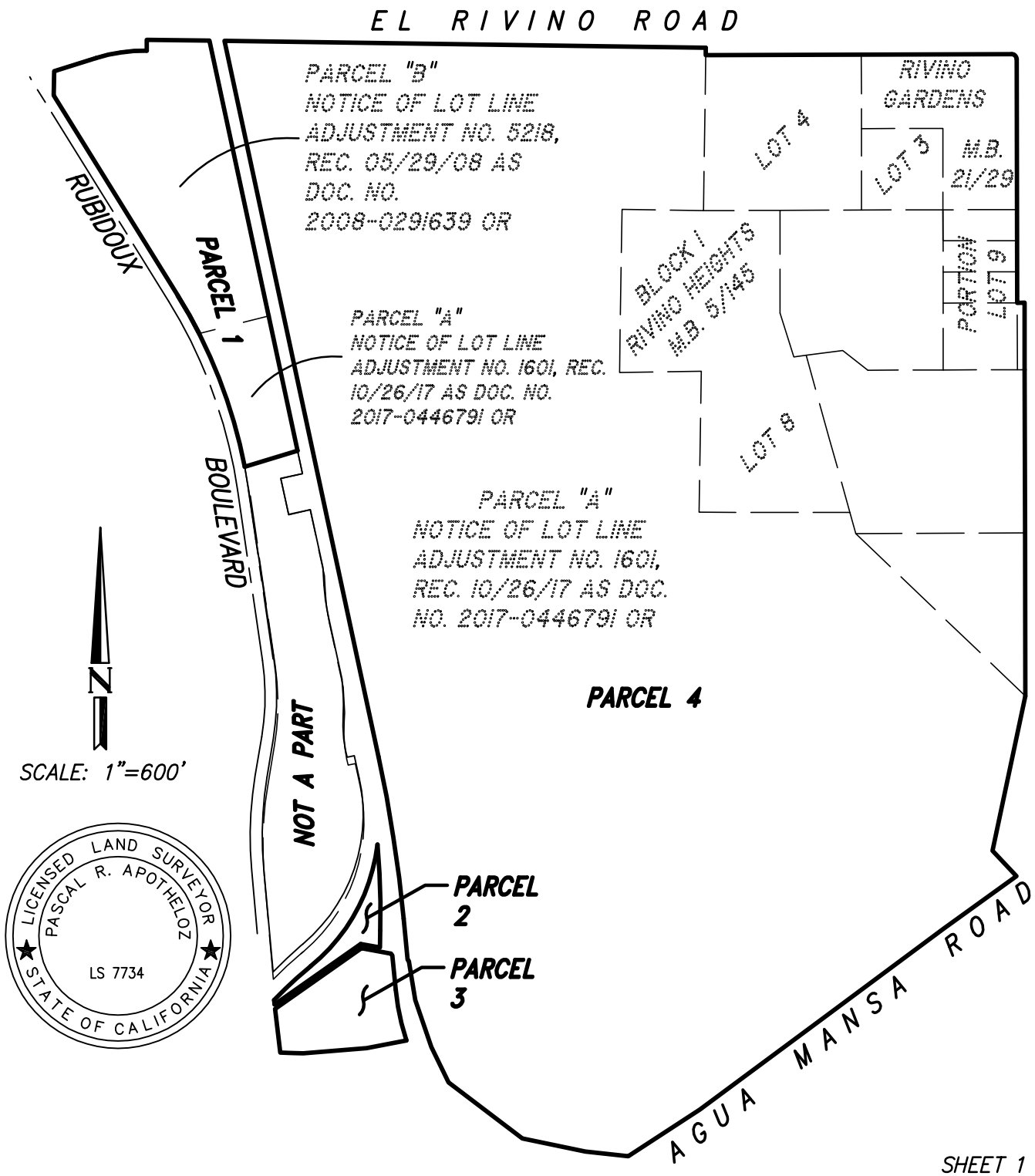
PASCAL R. APOTHELOZ P.L.S. 7734 02/20/2020

LICENSED LAND SURVEYOR
PASCAL R. APOTHELOZ
LS 7734
STATE OF CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

DESCRIPTION OF PROPERTY



SHEET 1 OF 7

CITY OF JURUPA VALLEY, CALIFORNIA

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160 S. Old Springs Road, Ste. 210
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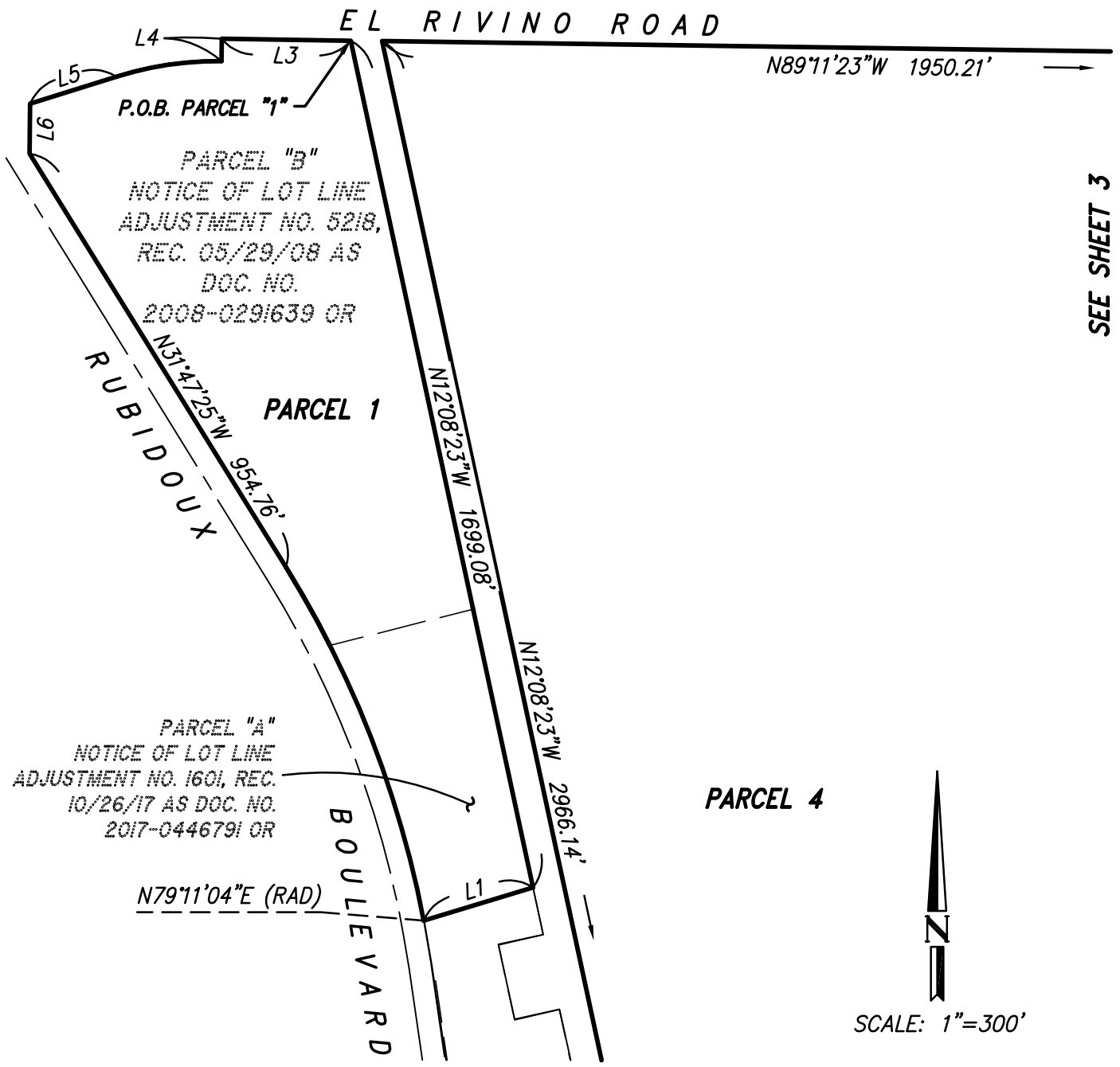

SEE SHEET 7 FOR LINE AND CURVE TABLES

CITY OF JURUPA VALLEY, CALIFORNIA

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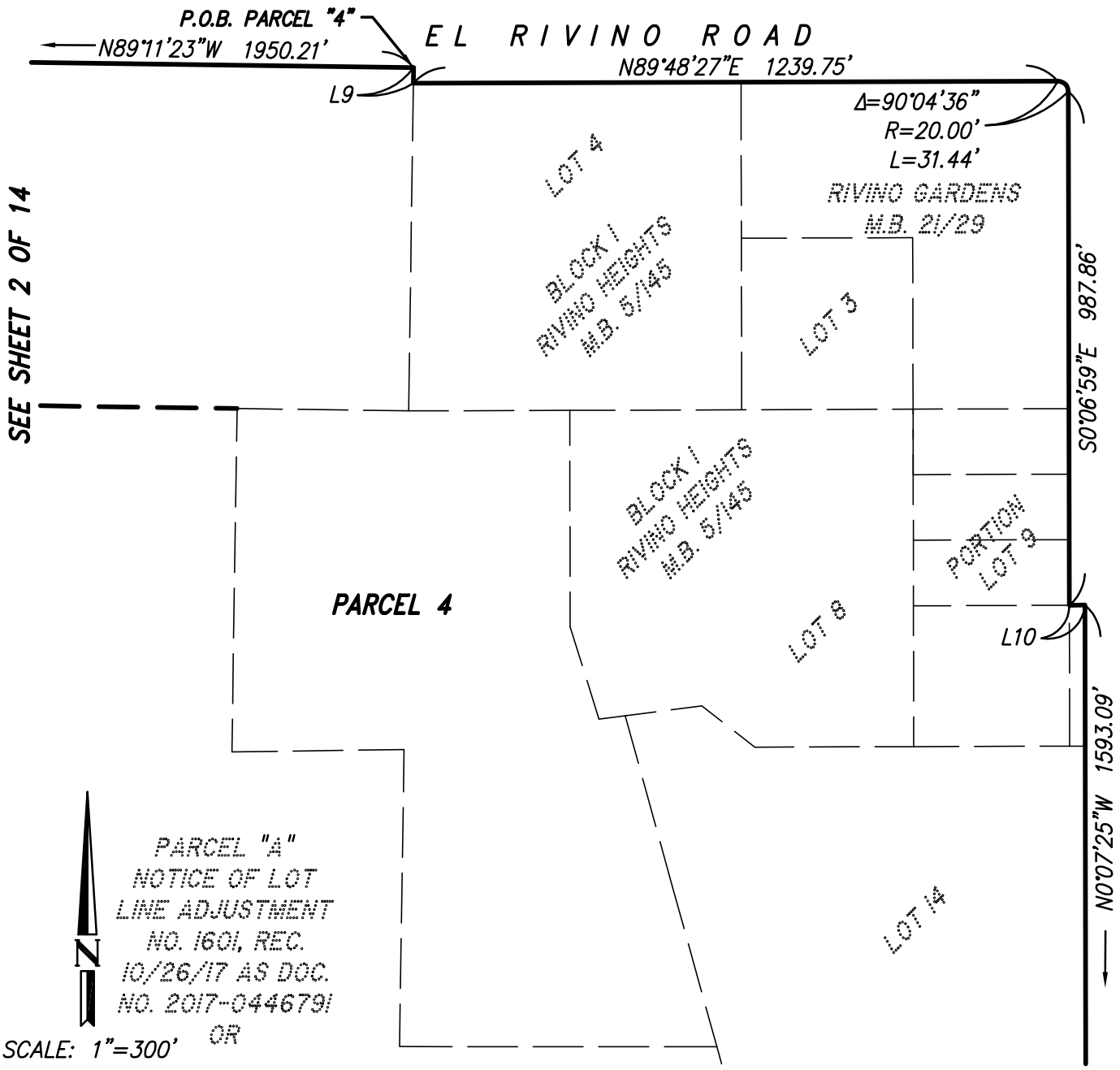

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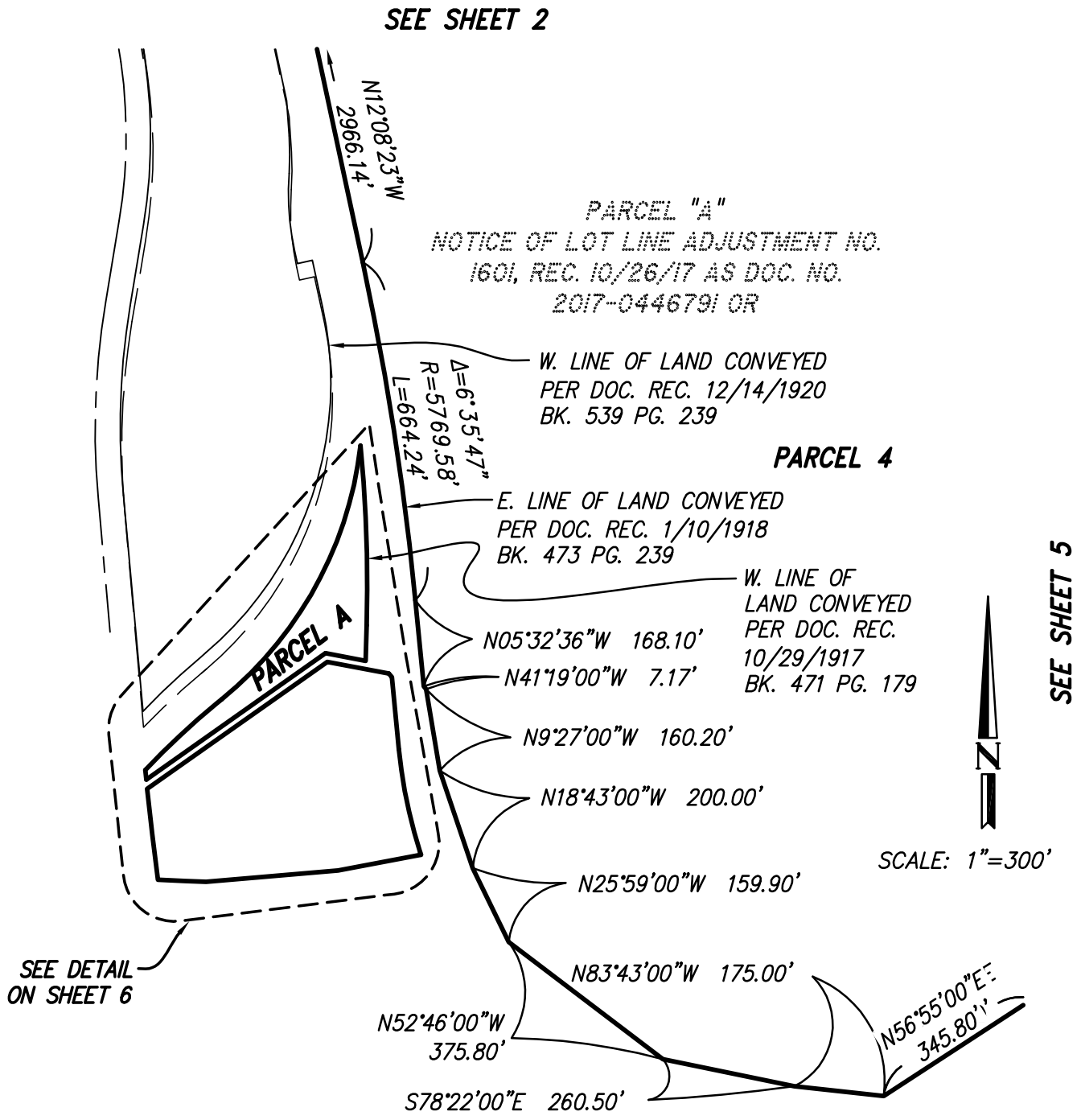

SEE SHEET 7 FOR LINE AND CURVE TABLES

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Anaheim Hills, California 92808
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EXHIBIT "A"

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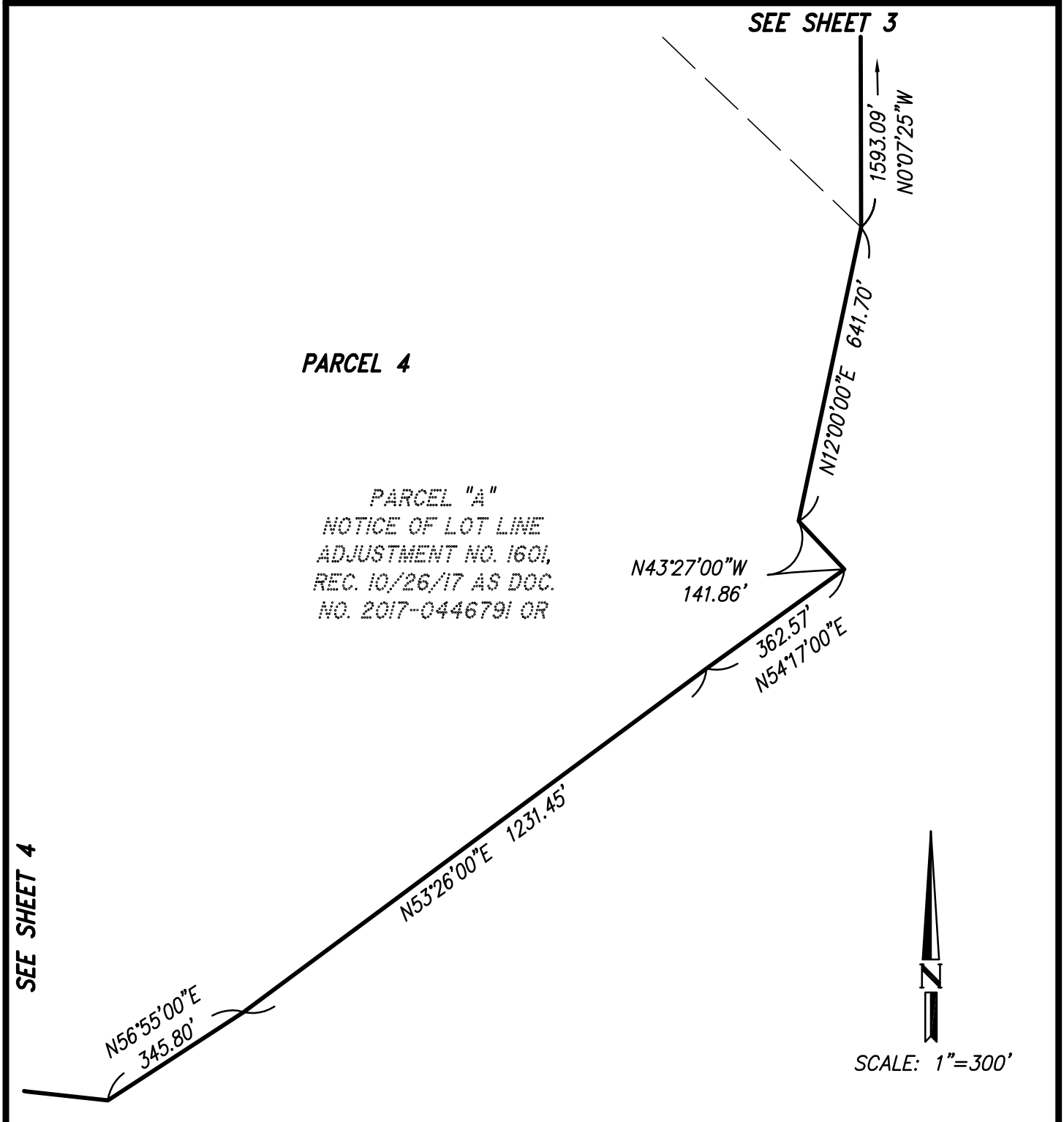
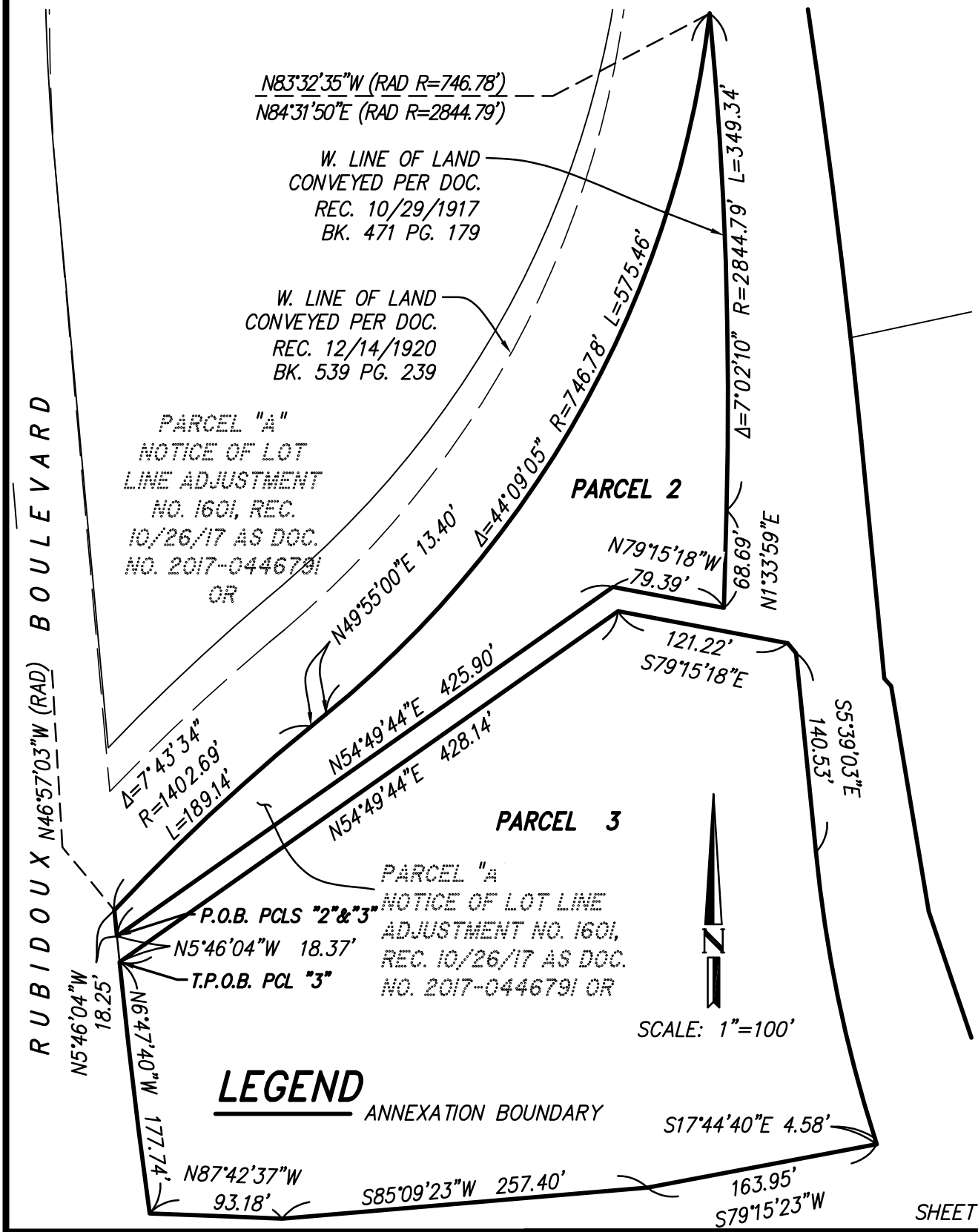


CITY OF JURUPA VALLEY, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

DESCRIPTION OF PROPERTY



SHEET 6 OF 7

CITY OF JURUPA VALLEY, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

DESCRIPTION OF PROPERTY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N73°09'00"E	224.01'
L3	N89°11'23"W	253.20'
L4	S00°48'37"W	44.00'
L5	N72°33'37"E	177.27'
L6	N00°47'58"E	97.97'
L9	N00°51'37"E	29.99'
L10	N89°48'25"E	30.00'
L11	N54°49'44"E	428.14'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	18°15'00"	656.00'	208.95'
C3	20°57'46"	2044.00'	747.84'

CITY OF JURUPA VALLEY, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

OPEN SPACE

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PARCELS 10 AND 11 OF PARCEL MAP 37528, AS PER MAP FILED IN BOOK _____, PAGES ___ THROUGH ___ OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

DIGITAL

PASCAL R. APOTHELOZ P.L.S. 7734 02/20/2020

LICENSED LAND SURVEYOR
PASCAL R. APOTHELOZ
LS 7734
STATE OF CALIFORNIA

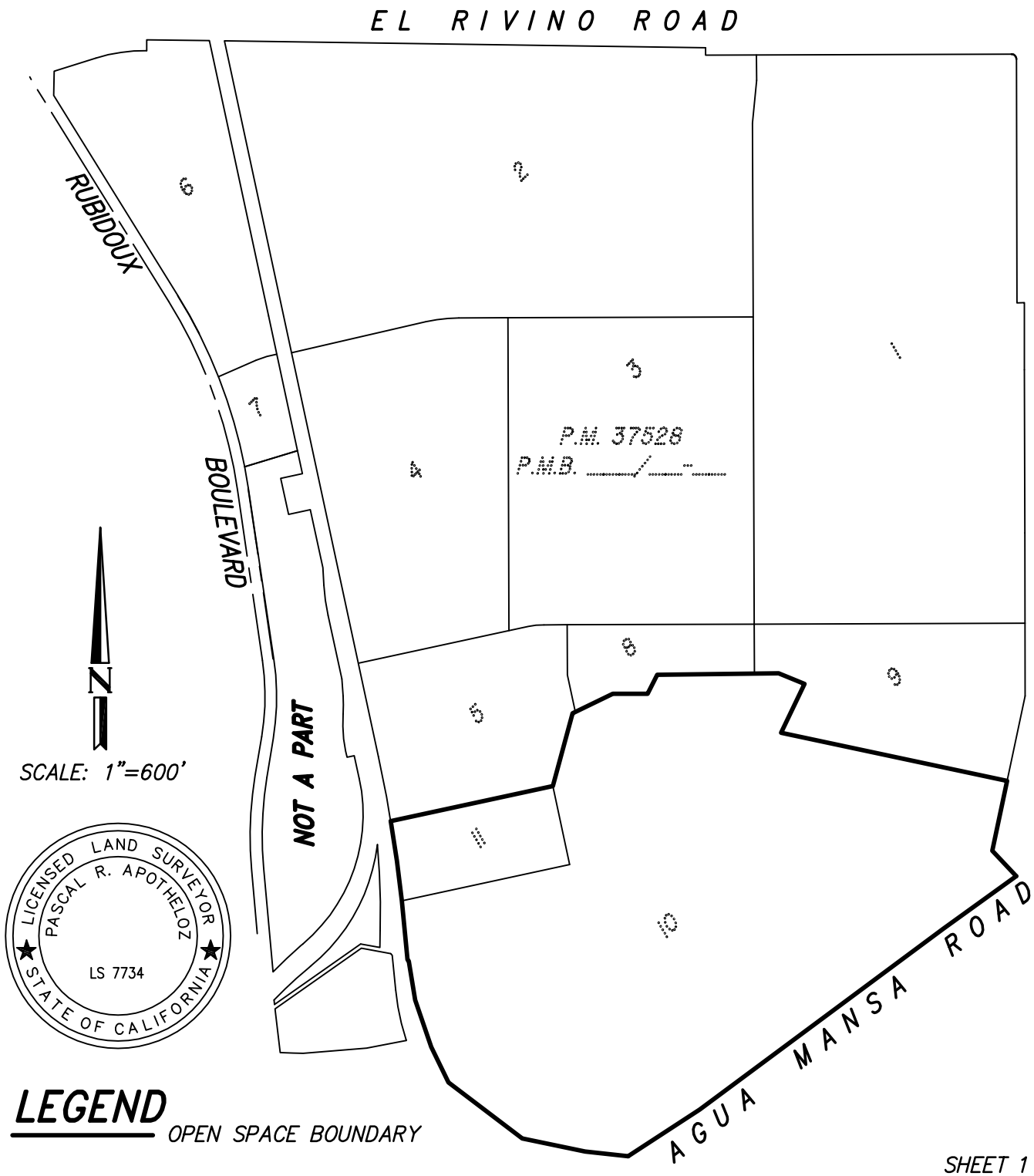
SHEET **1** OF **1**

EXHIBIT "A" – LEGAL DESCRIPTION
CITY OF JURUPA VALLEY, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

OPEN SPACE



LEGEND

OPEN SPACE BOUNDARY

SHEET 1 OF 1

CITY OF JURUPA VALLEY, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT B

(Public Improvements)

Various street improvements, sewer improvements, storm drain improvements, utility improvements and other improvements constructed either (a) as required by mitigation measures and conditions of approval issued by CITY in connection with the Project Approvals, and (b) additional improvements that may be requested by OWNER and approved by CITY.

EXHIBIT C
INTENTIONALLY DELETED

EXHIBIT D
FORM OF AGREEMENT TO ACQUIRE OFF-SITE RIGHT OF WAY (GOVERNMENT CODE SECTION 66462.5

AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462.5

This Agreement for acquisition of real property pursuant to Government Code section 66462.5 is made and entered into as of _____, 20___, by and between CRESTMORE REDEVELOPMENT, LLC, a Colorado Limited Liability Company ("OWNER" hereinafter) and the CITY OF JURUPA VALLEY, a municipal corporation ("CITY" hereinafter). OWNER and CITY are referred to jointly below as "parties." In consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, the parties agree as follows:

1. **Recitals.** The parties hereto acknowledge and agree that this Agreement is made with respect to the following facts and purposes that each agrees to be true and correct.

A. OWNER has submitted, and CITY has had approved, applications for development of a residential and/or commercial project on that certain real property of OWNER generally located _____ _____ in the City of Jurupa Valley;

B. On _____, the _____ of the City of Jurupa Valley adopted _____ thereby approving _____ _____ OWNER's "Project";

C. To facilitate the orderly development of the Project on the above-referenced property, a specific condition of approval required OWNER to construct _____. However, satisfaction of the condition involves real property that is neither owned by OWNER or CITY (the "Off-site Property" hereinafter). A legal description and map depiction of the Off-site Property required to satisfy the condition of approval is attached hereto as Exhibit 1, and incorporated herein by this reference as though set forth in full.

D. Pursuant to California Government Code section 66462.5, when a condition of a subdivision map approval or a development agreement requires the installation or construction of improvements on off-site property not owned or controlled by OWNER, and title cannot be obtained by negotiated purchase, a city is required to commence proceedings to acquire off-site property by eminent domain or such off-site improvement conditions will be waived. Pursuant to said section 66462.5, a city and an OWNER may enter into an agreement to allocate the costs and responsibilities for acquisition of such off-site property.

E. OWNER has recorded or intends to record Tract Map No. 37528 and, under a separate subdivision improvement agreement, has agreed (and posted security) to undertake and complete all required public improvements set forth in _____, including _____ said Off-site Property, following recordation of Tract Map No. 37528.

F. CITY has been provided credible evidence that OWNER has made a good faith effort to acquire the Off-site Property but has been unable to do so by negotiated purchase;

G. California Government Code Section 40404 and California Code of Civil Procedure Sections 1230.010 et seq. authorizes CITY to acquire by eminent domain any and all property necessary for _____ purposes;

H. The CITY must comply with Relocation Assistance Act, Government Code Sections 7260 et seq., and the Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and their implementing regulations, in acquiring property for public improvements ("Public Land Acquisition Statutes").

I. To facilitate the satisfaction of the condition of approval, CITY and OWNER now mutually desire to enter into this Agreement under Government Code Section 66462.5 concerning acquisition of the Off-site Property and to allocate responsibility between the respective parties; and

J. This Agreement is solely made in furtherance of the authority granted under Government Code Section 66462.5. The parties recognize that CITY cannot exercise its power of eminent domain until all legally required preconditions under the Land Acquisition Statutes, including a Resolution of Necessity have been lawfully adopted by the City Council of the CITY pursuant to law. It is neither a commitment nor an announcement of an intent by CITY to acquire any or all of the Off-site Property that may be identified in this Agreement. In the event CITY elects to commence an action after the required public hearing on the Resolution of Necessity, then CITY shall cause the eminent domain action for the acquisition of the specified interest or interests (whether fee, leasehold or otherwise) in and to the Off-site Property to be filed and expeditiously processed to completion by and through the use of CITY's power of eminent domain. 0

2. **CITY Acquisition of Off-site Property**. Subject to OWNER's timely and continuous performance of all elements of this Agreement, CITY shall cause an action pursuant to the Land Acquisition Statutes to be pursued to completion for the acquisition of the Off-site Property using legal counsel and consultants of CITY' selection. OWNER agrees CITY's selected legal counsel is not representing OWNER in any capacity and further that OWNER is not a third party beneficiary under the engagement agreement between CITY and CITY's selected legal counsel.

3. **OWNER Responsible for All Costs of Acquisition.** OWNER shall solely responsible for all Off-site Property acquisition costs, which shall include, but not be limited to, the costs of title reports and/or litigation guarantees, litigation expenses, court costs, attorneys' fees, deposits necessary to take immediate possession of any such interest, deposits reflecting verdicts as to the value of any such interest necessary to obtain any final order or orders of condemnation, any sum paid as and for a settlement of any suit filed by CITY pursuant to this

Agreement, payments for land and improvements on the land, severance damages, fixtures and equipment payments, payments for loss of business goodwill, relocation benefits, precondemnation damages, relocation expenses, abandonment damages, Off-site Property owners' statutory costs and litigation expenses authorized by the Eminent Domain Law, codified as Code of Civil Procedure Section 1230.010, et seq. (Eminent Domain Law), Public Land Acquisition Statutes and any and all fees, costs and expenses arising from or related to any of the foregoing items, actions, and proceedings. No settlement of an action brought by CITY to acquire Off-Site Property or arising from CITY's action(s) shall be effective without OWNER first providing its written approval thereof to CITY, which approval shall not be unreasonably withheld.

4. **Limitations on City's Ability to Acquire Off-site Property; Time Waiver.** The parties hereto recognize that if the City Council, in its discretion, adopts a Resolution of Necessity and authorizes the filing of an eminent domain proceeding, the City may not be able to obtain the fee title to the Property within the time set forth in Government Code section 66462.5 and in recognition of this potential circumstance the parties hereby waive the time requirements for action by the City set forth in Government Code Section 66462.5.

5. **Deposit of Costs.** Concurrently with the execution of this Agreement by CITY, OWNER shall deliver to CITY the sum of Twenty Thousand Dollars ($20,000.00). CITY agrees to deposit said sum in a separate CITY account ("Separate Fund") and to use the principal sum, and any interest earned thereon, in furtherance of satisfying the costs specified in this Agreement, other than the unsatisfied costs identified in this paragraph.

A. CITY shall, on a monthly basis, or as often as CITY deems necessary, provide OWNER with an accounting of disbursements from the Separate Fund established pursuant to paragraph 5, above. In the event disbursements reduce the balance of the fund to Five Thousand Dollars ($5,000.00) or less, OWNER, five (5) business days following a written request of CITY, shall deliver to CITY such additional monies as are necessary to maintain the balance in the separate fund at Twenty Thousand Dollars ($20,000.00).

B. In addition to its deposits to the Separate Fund, OWNER agrees to deliver to CITY, promptly upon demand by CITY, the entire amount CITY determines is required by the Eminent Domain Law ("Deposit Amount"), which amount CITY will deposit under Code of Civil Procedure sections 1255.010, et seq. if CITY and OWNER agree that CITY should seek prejudgment possession of the Off-Site Property. If the City's expert valuation witness determines at the date of exchange of valuation data under Code of Civil Procedure section 1258.220 that the fair market value of the Off-site Property is higher than the Deposit Amount, OWNER shall deliver this additional amount to CITY upon five (5) business days written notice by CITY or as ordered by any court of competent jurisdiction. CITY shall promptly deposit this additional amount with the Court.

C. If for any reason OWNER fails to maintain the Separate Fund balance referenced in this paragraph, or fails to provide the monies as required by this paragraph, CITY may utilize and draw down all or any portion of the improvement security deposited pursuant to the separate subdivision improvement agreement to pay any of the costs and expenses referenced herein for acquisition of the Off-site Property. CITY shall not commence any activity under or in furtherance

of this Agreement until OWNER provides CITY and CITY agrees with and approves a written acknowledgment from both OWNER and the person, firm, or entity who has provided the referenced security that: (i) the CITY may make demand on the security for the purposes described in this Agreement; (ii) the surety will promptly pay such monies to CITY upon CITY's demand and (iii) the amount of the security deposit is adequate to fund both the anticipated physical improvements under the map and the anticipated costs of acquisition pursuant to this Agreement.

D. When any eminent domain action which was commenced pursuant to this Agreement is concluded, CITY shall remit to OWNER the balance of the separate fund within sixty (60) days after full payment of just compensation, costs and all applicable litigation expenses have been made to Off-site property owners. Additionally, CITY shall expeditiously withdraw any funds remaining on deposit with the Court and disburse the same to OWNER once a final order of condemnation or a dismissal of the eminent domain action is entered by the Court.

6. **OWNER Acquisition of Property.** If OWNER should independently acquire all or any portion of the Off-site Property by negotiated purchase after an eminent domain action is filed by the CITY, OWNER shall immediately notify CITY of the acquisition. After OWNER obtains fee title to the subject interest CITY shall move to abandon all or any unnecessary part of the action relating to the property acquired by negotiation. If a complete or partial abandonment is filed, OWNER shall bear any and all costs, expenses and/or damages related thereto, including, but not limited to, any condemnee's recoverable costs and/or recoverable attorneys' fees pursuant to Code of Civil Procedure Section 1268.610, et seq.

7. **General Provisions.**

A. Notices. Any and all notices, requests or other communications required or permitted to be given under this Agreement or by reason of this Agreement shall be in writing and shall be deemed to have been given when: (i) delivered in person or by courier or overnight delivery service; or (ii) five (5) business days after mailing, by certified or registered mail, return receipt requested, to the parties at the following addresses or any such other address or addresses as the parties may, from time to time, designate in writing in the manner herein specified:

CITY: CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: City Manager

With a copy to:

RICHARDS, WATSON & GERSHON
350 South Grant, 37th Floor
Los Angeles, CA 90071-1469
Attention: Mr. Peter M. Thorson, City Attorney

OWNER:

Crestmore Redevelopment, LLC
1805 Shea Center Drive Suite 250
Highlands Ranch, CO 80129
Attention: Tate Goss

With a copy to:

Gresham Savage Nolan & Tilden, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: Mark A. Ostoich

B. Further Cooperation. Each party to this Agreement agrees to cooperate by performing any further acts and by executing and delivering any and all additional monies, items, or documents which may be reasonably necessary to carry out the terms and provisions of this Agreement, and each party to this Agreement agrees that it will not act in any manner whatsoever which would hinder, impede, interfere or prohibit or make more onerous or difficult the performance of the other party hereto under this Agreement.

C. Amendment. No amendment to this Agreement shall be effective unless first provided in writing and executed by the parties hereto.

D. No Agency or Joint Venture. The terms and provisions of this Agreement shall not cause the parties hereto or any of each parties' agents, consultants, contractors or other providers of professional services to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligation, loss, charge or expense of the other party to this Agreement.

E. Time of Essence. Time is expressly made of the essence of each and every provision of this Agreement.

F. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignees.

G. Remedies. No remedy or election hereunder shall be deemed to be exclusive but shall, wherever possible, be cumulative with all other remedies at or in equity.

H. Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Riverside County, California.

EXHIBIT 1

AGREEMENT TO ACQUIRE OFF-SITE RIGHT OF WAY (GOVERNMENT CODE SECTION 66462.5

LEGAL DESCRIPTION AND MAP DEPICTION OF THE OFF-SITE PROPERTY

EXHIBIT B

CONDITIONS OF APPROVAL

AGUA MANSA COMMERCE PARK SPECIFIC PLAN PROJECT (MA16170) April 3, 2020
CONDITIONS OF APPROVAL (GPA16003, CZ16008, SP16002, DA16002, SDP18004, and TPM37528)
RESOLUTION NO. 2020-19

EXHIBIT A

ALL – The condition applies to all entitlements.
SDP – The condition applies to the Site Development Permit.
TPM – The condition applies to the Tentative Parcel Map.

PLANNING DEPARTMENT

1. **ALL - PROJECT PERMITTED**. MA16170 (GPA16003, CZ16008, SP16002, DA16002, SDP18004, and TPM37528) is for an approval of the following:

   a) **GPA16003**:

      - Change Land Use Designation from Business Park with Specific Plan Overlay (BP-SPO) to Light Industrial for the Business Park with Retail Overlay District, Heavy Industrial for the Industrial Park District, and Open-Space Recreation for the Open Space District
      - Create a new overlay in the General Plan named "Agua Mansa Warehouse and Distribution Center Overlay."
      - Establish "Agua Mansa Warehouse and Distribution Center Overlay" onto the Industrial Park district of the project site.

   b) **CZ16008:** Change zoning classifications from Manufacturing Commercial and Manufacturing Heavy to Specific Plan zone

   c) **SP16002:** Adopt Agua Mansa Commerce Park Specific Plan No. 16002 to replace underlying Agua Mansa Industrial Corridor Specific Plan No. 210

   d) **DA16002**: Development Agreement for project site

   e) **SDP18004:** The construction of 4.2 million square-foot industrial business park with a total of six industrial speculation buildings;

   f) **TPM37528**: Subdivision of project site into 13 parcels.

   The approval of this project includes the following utilities to be undergrounded:

   1. Existing overhead utilities located on El Rivino Road and Rubidoux Boulevard and
   2. New utilities required for the development of this project shall be undergrounded.

   However, the existing overhead utilities on El Rivino may be relocated in accordance with the Specific Plan, approved site plan, and Condition of Approval No. 3.22.

2. **ALL - INDEMNIFY CITY**. The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims,

liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (ii) of the first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.

3. **ALL - CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Planning Director or designee.

4. **ALL - MITIGATION MEASURES.** This project shall be subject to, and comply with, all of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted by the City Council Resolution No. 2020-__ in connection with the certification of the Environmental Impact Report (EIR) prepared for the project.

5. **ALL - FEES.** The approval of MA14126 (GPA16003, CZ16008, SP16002, DA16002, SDP18004, and TPM37528) shall not become effective until all planning fees associated with the entitlements have been paid in full.

6. **ALL - CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans (listed below) with **changes** in accordance to these conditions of approval:

   a) Specific Plan dated December 2019

   b) Architectural Plans dated December 2019

   c) Landscape Plans dated December 4, 2019

   d) Tentative Parcel Map dated December 2019

   e) Grading Plans dated December 2019

   f) Photometric Plans dated 2018

7. **ALL - INCORPORATE CONDITIONS**. **Prior to the issuance of any building permit**, the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.

8. **ALL – PLANNING REVIEW OF GRADING PLANS. Prior to the issuance of any grading permit**, the aesthetic impact of slopes and grade differences where the project adjoins streets or other properties shall be approved by the Planning Director.

9. **SDP – EQUESTRIAN TRAIL ON CASTELLANO RD.** The equestrian trail on Castellano Road shall be designed within the right-of-way of Castellano Road in accordance with this condition and Specific Plan including Figure 2.4 Trails.

   a) The plans for the location and design of the equestrian trail on Castellano Road may provide for a modified standard to minimize tree removals and retaining walls. The plans shall be approved by Planning Director and City Engineer **within twelve (12) months from the issuance of the Demolition and Rough Grading permit** on the project site.

   b) The equestrian trail shall be constructed in accordance with the approved plan **prior to the issuance of the first Certificate of Occupancy of the project site.**

10. **SDP – ON-SITE MULTI-PURPOSE TRAIL.** Instead of the construction of a sidewalk for the full-length of the project site along Rubidoux Boulevard, a portion of the required sidewalk shall be a multi-purpose trail. The entire length of the multi-purpose trail is to be constructed between El Rivino Road and Production Circle. The trail shall be consistent with the Agua Mansa Commerce Park Specific Plan including Figure 2.4 Trails.

    Plans for the design and location of the multi-purpose trail to be constructed on Parcels 6 and 7 of TPM37528 shall be approved by the Planning Director and City Engineer prior to the issuance of a building permit for the construction of Building 6 and Parcel 6 of TPM37528. The trail shall provide for a connection to the future on-site multi-purpose trail on the parcel with APN: 175-170-036. The multi-purpose trail shall be constructed prior to the issuance of the Certificate of Issuance of Building 6.

11. **ALL – COVENANTS, CONDITIONS & RESTRICTIONS (CC & RS).** CC & Rs shall be approved by the Planning Director and recorded **concurrently with the recordation of the final map for TPM37528** providing for maintenance of the property in perpetuity. The CC & R shall, at a minimum, include provisions such as the following items:

    a) Formation of a Property Owner's Association (POA);

    b) Reciprocal Access Agreements

    c) Provisions for the Maintenance of the following items for the Industrial Park District, Business Park District, and Open Space District:

       1. Maintenance standards for the Open Space District;
       2. Internal Roads
       3. Cross-Lot drainage
       4. Water Quality Management Plan (WQMP);
       5. On-site Landscaping;
       6. Walls & Fences;

7. Signage; and

8. Other items the Planning Director and City Engineer deem appropriate

d) Provisions to provide the City's right to access the Project site for the enforcement of this condition and a funding mechanism to compensate for City's enforcement.

e) Provisions for the Consent of the City of Jurupa Valley shall be included in the form provided by the Planning Department to the applicant.

12. SDP – MAINTENANCE OF UNDEVELOPED LAND WITHIN THE SPECIFIC PLAN. The applicant shall secure and maintain the undeveloped areas of the Specific Plan including the Open Space District so these areas do not become a public nuisance or public safety hazard. The site shall be free of dilapidated structures, graffiti or refuse. Vegetation shall be kept maintained in good condition.

The owner or successor(s) shall maintain the Open Space District for perpetuity.

A plan for the maintenance of undeveloped areas of the project site shall be approved by the Planning Director **prior to the issuance of the first Building Permit for the construction of a building.**

13. SDP - ON-SITE LANDSCAPING.

a. The following items shall be approved by the Planning Director prior to the issuance of a Building permit for the first industrial building of the Specific Plan:

i. Complete "Professional Services (PROS)" application (Planning) with deposit for the review of the final landscape, irrigation, and shading plans for the Specific Plan.

ii. The total cost estimate of landscaping, irrigation, labor, and one-year maintenance.

iii. Completed City Faithful Performance Bond for Landscape Improvements form with original signatures after the City provides the applicant with the required amount of bond.

iv. Completed City Landscape Agreement with original signatures after the City has reviewed the submitted cost estimate.

v. Final landscape, irrigation plans, shading plan with digital copies (CD format) that shall demonstrate compliance to the applicable provisions of the Agua Mansa Commerce Park Specific Plan, Title 9 and these conditions of approval.

b. The landscaping and irrigation for the Specific Plan shall be installed and completed by the following deadlines:

i. All landscaping and irrigation on Parcel 1 of TPM37528 shall be installed prior to the Certificate of Occupancy for Building 1.

ii. All landscaping and irrigation on Parcel 2 of TPM37528 shall be installed prior to the Certificate of Occupancy for Building 2.

iii. All landscaping and irrigation on Parcel 3 of TPM37528 shall be installed prior to the Certificate of Occupancy for Building 3.

iv. All landscaping and irrigation on Parcel 4 of TPM37528 shall be installed prior to the Certificate of Occupancy for Building 4.

v. All landscaping and irrigation on Parcel 5 of TPM37528 shall be installed prior to the Certificate of Occupancy for Building 5.

vi. All landscaping and irrigation on Parcels 6 and 7 of TPM37528 shall be installed prior to the Certificate of Occupancy for Building 6.

c. **The following events shall be satisfied in the order it is listed prior to the issuance of the Certificate of Occupancy of each building**:

i. **Substantial Conformance Letter**: The Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley Planning Department once the Landscape Architect of Record has deemed the installation is in conformance to the approved plans.

ii. **City Inspection**: The City landscape architect shall conduct an inspection of the installation to confirm the landscape and irrigation plan was constructed in accordance to the approved plans.

14. **SDP – CONSTRUCTION OF THE ON-SITE LANDSCAPING ALONG INTERNAL ROADS.** The landscaping and irrigation along the internal roads of the Specific Plan shall be installed and constructed with the internal street improvements in accordance with the approved landscape and irrigation plan.

15. **SDP – REVEGETATION OF THE OPEN SPACE DISTRICT.** The Open Space District shall be monitored and, if necessary, revegetated with brittlebush shrubs in order to beautify and restore the steep slopes around Crestmore Lake which are in public view from Rubidoux Boulevard and Agua Mansa Road. Proposed revegetation with brittlebush will be accomplished through supplemental seeding as feasible.

A Brittlebush Succession/Revegetation Plan ("Plan") shall be submitted for review and approval by the Planning Director **prior to the issuance of a building permit for the first Building in the Specific Plan.** The Plan shall be prepared by a qualified restoration biologist, approved by the City, and include the following:

a. The slopes of the hills adjacent to Crestmore Lake shall be assessed for succession of California brittlebush scrub, the natural plant community that grows on all similar outcrops in the area and is native to California. The assessment will be performed using a drone, high resolution aerial imagery, or a combination in order to map the progress of scrub community migration. At a minimum, aerial imagery from the past five (5) years will be analyzed to determine brittlebush scrub migration to date and a Q2 2020 aerial will serve as a baseline. This information will assist in determining the location and feasibility of seeding additional brittlebush shrubs on the slopes identified by the City that are visible from public right-of-way. Brittlebush self-seeds readily so natural migration of this community in areas with suitable growing conditions is likely which would help

identify optimal growing conditions on and adjacent to the outcrops. The Plan shall include criteria by which to measure the succession of the brittlebush community over at least the past five (5) years.

The steep and vertical rock faces along the east side of Crestmore Lake and within the Open Space District are not required to be revegetated because these areas generally do not support plants, are unsafe for workers or otherwise protected due to habitat.

b. The Plan shall include revegetation criteria and success criteria goals for reseeding. If, after assessing the brittlebush succession for at least the last five (5) years, it is determined, by the City and qualified restoration biologist, that there are areas on the slopes that could benefit from additional seeding of brittlebush shrubs, where access and broadcast seeding is safe and feasible, the Plan will be implemented. Specifically, the Plan will identify areas where brittlebush scrub migration was successful during the assessment and would also include parameters under which revegetation/seeding would be accomplished. This shall include identification of the steep slopes, or other hazardous conditions where revegetation would not occur due to worker safety or habitat concerns.

c. After reseeding, if reseeding is required, the area(s) will be monitored for five (5) additional years to estimate effectiveness of supplemental seeding or until the success criteria identified in the Plan has been met and approved by the City. A letter with findings of post seed monitoring will be prepared that includes recommendations to guide future vegetation management actions by the City.

d. Implementation Schedule

The completion of the revegetation shall be in accordance with the approved Plan's Implementation Schedule.

16. <u>SDP - REVIEW OF PHOTOMETRIC PLANS</u>. Each industrial building under MA16170 approval is subject to this condition.

A Photometric Plan and exhibits of lighting fixtures shall be approved by the Planning Director **<u>prior to the issuance of a building permit for the construction of the building</u>**. Lighting shall not flood onto any adjoining properties unless there is a reciprocal agreement for shared lighting of parking area, circulation, and access. Light fixtures shall direct light only onto Project site. All lighting shall be consistent with the Specific Plan.

17. <u>SDP - TRASH ENCLOSURES</u>.

a. Detailed plans for trash enclosures shall be approved by the Planning Director **<u>prior to the issuance of a Building permit for each building</u>**. The trash enclosures shall be consistent with the Agua Mansa Commerce Park Specific Plan.

b. A clearance letter from the waste management provider shall be submitted to the Planning Department.

18. <u>SDP - LANDSCAPE MAINTENANCE</u>. All landscaped areas shall be maintained as approved on the final landscape plans in an orderly, attractive and healthy

condition. This shall include proper pruning, mowing of turf areas, weeding, removal of litter, fertilization, replacement of plants when necessary, and the regular application of appropriate quantities of water to all landscaped areas. Irrigation systems shall be maintained as approved on the final landscape plans in proper operating condition. Waterline breaks, head/emitter ruptures, overspray or runoff conditions and other irrigation system failures shall be repaired immediately. The applicant shall maintain canopy trees in a manner that they provide the required shade coverage and encourages the canopy to grow to provide shade. Avoid topping trees or pruning the trees in a manner that the trees do not achieve mature height and form.

19. **SDP – BICYCLE FACILITIES. Prior to the issuance of a Building permit for a building**, plans for bicycle facilities shall be approved by the Planning Director. Bicycle facilities shall be designed in accordance with the Specific Plan.

20. **SDP - JARPD CFD. Prior to the issuance of any building permit,** the applicant shall annex into the existing Jurupa Area Recreation and Park District (JARPD) District-Wide Community Facilities District (CFD) or form a new Community Facilities District (CFD) to contribute to the cost of park maintenance.

21. **SDP - JARPD FEES. Prior to the issuance of any building permit**, the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.

22. **ALL - IMPACT FEES. Notwithstanding the Mitigation Monitoring and Reporting Program (MMRP),** the applicant shall the pay the following impact fees (unless exempt) in accordance to the Municipal Code.

    a) **Development Impact Fee (DIF) Program**. The applicant shall pay any owed DIFs by the required deadline pursuant to Chapter 3.75 of the Jurupa Valley Municipal Code.

    b) **Multiple Species Habitat Conservation Plan Mitigation (MSHCP) Fee**. The applicant shall pay any owed MSHCP fees by the required deadline pursuant to Chapter 3.80 of the Municipal Code.

    c) **Transportation Uniform Mitigation Fee (TUMF) Program**. The applicant shall pay any owed TUMFs by the required deadline pursuant to Chapter 3.70 of the Municipal Code.

23. **SDP - SALE OF INDIVIDUAL BUILDINGS.** No structure constructed on Project site may be sold until the subject Project on which the structure is located is divided and a final map recorded in accordance with the City's subdivision regulations such that the structure is located on a separate legally divided parcel.

24. **SDP - ESTABLISHMENT OF AN AIR FILTRATION PROGRAM.** Prior to August 1, 2020, the Applicant shall establish an air filtration program to provide and install air filtration units and/or filters to approximately 260 single-family residential homes in the Belltown community within 1,000 feet of the project site, west of Market Street and west of Rubidoux Boulevard, and within unincorporated San Bernardino County north of the Projects boundary on El Rivino Road, generally within 1,000 feet of the proximate truck route/street, at the Applicant's sole cost and subject to the approval of the City Manager.

25. **SDP – INDEPENDENT TECHNICAL CONSULTANT TO MONITOR REMEDIATION.** The Applicant shall pay to the City the cost and expenses of the City retaining an

independent technical consultant to monitor compliance with the State Department of Toxic Substances Control ("DTSC") Response Plan for the parcels within MA16170, including the Property and the adjacent Open Space District. The Applicant shall deposit with the City the sum of fifty thousand dollars ($50,000.00) for these costs and expenses and shall replenish the deposit within five (5) business days following written notice from the City Manager. City shall maintain the invoices of the consultant and City payments thereof for the period specified in the City's Records retention Policy and provide them to Applicant upon request.

ENGINEERING CONDITIONS

1. GENERAL REQUIREMENTS

1.1. The use hereby conditioned is for Tentative Parcel Map No. 37528 (TPM37528) and Site Development Permit No. 18044 (SDP 18044) being a subdivision and development of Parcel A of Notice of Lot Line Adjustment No. 1601, Instrument No. 2017-0446791, together with Lots 3, 4, 8 and a portion of Lot 9 as shown by map of Irvine Heights in Book 5, Page 145 of Maps, Records of Riverside County, consisting of mixed used purposes. Exhibits titled Tentative Parcel Map No. 37528 prepared by DRC Engineering, Inc. revised 12/05/2019; and Agua Mansa Commerce Park Site Development Plan prepared by RGA Office of Architectural Design revised 12/9/2019–are hereby referenced. Exhibits for street improvement Plans prepared by Urban Crossroads dated 2/12/2020 are hereby used as conceptual reference for required offsite improvements.

1.2. TPM37528 and SDP18044 are subject to the provisions of the Development Agreement, and the Agua Mansa Commerce Center Specific Plan (SP 16002, "Specific Plan").

1.3. All stormwater and water quality management post-construction facilities and features (BMPs) will require maintenance by a public agency or–Property Owner's Association (HOA/POA). To ensure that the general public is not unduly burdened with future costs, the Applicant shall develop a community facilities assessment district or other appropriate financing mechanism (i.e. CC&Rs, POA) to provide for maintenance of water quality treatment BMPs in perpetuity subject to the approval of the City Engineer.

1.4. All utility extensions within the subdivision and within individual parcels shall be placed underground.

1.5. The project shall be annexed to Jurupa Valley L&LMD 89-1-C for street lighting and maintenance of landscape/irrigation within the public right-of- way unless provided by the Rubidoux Community Services District.

1.6. Riverside County Flood Control and Water Conservation District's ("RCFC&WCD", "District") conditions of approval defined in this document are based on the letter dated December 4, 2017 to the City, RE: MA 16170 and MS 173, Agua Mansa Commerce Park, Belitown Market Street Storm Drain, Stage 2. Such letter referencing the Tentative Map exhibit and preliminary drainage report for MS 173, Agua Mansa Commerce Park submitted on October 18, 2017 to the District.

1.7. RCFC&WCD Condition. The site is subject to offsite storm flows from the west, generated by approximately 283 acres. In the existing condition, these storm flows are collected by District maintained facilities within Rubidoux Boulevard. More specifically, Belltown Market Street Storm Drain, Stage 1 Line A. This project is

proposing to extend Lina A, within the project limits to an existing low located next to the sump condition in Rubidoux Boulevard. A small area of the north-eastern portion of the site is designated to drain to the District's Agua Mansa-Brown Wilson Storm Drain, Project No. 1-0-0335, Drawing No. 1-0514.

1.8. RCFC&WCD Condition. The project's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review and approval.

1.9. RCFC&2CD Condition. Major flood control or drainage facilities are being proposed. These facilities shall be designed and constructed to District engineering and maintenance standards including those pertaining to facility alignment and maintenance access to both, inlets and outlet points. The applicant shall consult with the District early in the design process regarding materials, hydraulic design, regulatory permitting and transfer of right-of-way.

1.10. RCFC&WCD Condition. An emergency escape path shall be provided for the stormwater runoff at all inlets for the proposed underground facilities in the event that the inlets become blocked with debris. To prevent flood damage to the proposed structures, all proposed structures in the vicinity of the inlets and along the emergency escape path shall be protected from flooding by either properly elevating the finished floor in relation to the inlets, and flow path or by making sure the structures are set back from the inlets to provide adequate flow through area in the event the emergency escape of the stormwater runoff is necessary.

1.11. RCFC&WCD Condition. The 10-year storm flow shall be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. The property shall be graded to drain to the adjacent street or an adequate outlet.

1.12. RCFC&WCD Condition. An encroachment permit may be required for any work that is to be performed within the District right-of-way or involving District facilities. The encroachment permit application shall be processed after the improvement plan approval.

2. PRIOR TO GRADING PERMIT

2.1. No grading permit, including mass, rough, and/or precise, shall be issued until the associated Specific Plan and pertinent permits are approved and in effect.

2.2. No precise grading permit shall be issued until the Site Development Permit(s), corresponding with this tentative parcel map, is approved and in effect.

2.3. All grading shall conform to the California Building Code, as adopted by the City of Jurupa Valley, the City's Municipal Code Title 8, and all other relevant laws, rules, and regulations governing grading in the city of Jurupa Valley. Grading shall be performed in accordance with the recommendations of the geotechnical report. Plans shall be approved by the city engineer and securities shall be in place prior to permit issuance.

2.4. Prior to approval of the precise grading plan, the Applicant shall prepare a detailed flood hazard/hydrology and hydraulics report for the entire subdivision area, for review and approval of the city engineer.

2.5. Prior to approval of the precise grading plan, the Applicant shall submit a project specific geotechnical report for review and approval of the Engineering department.

2.6. A hauling permit is required for this project for the import/export of material using city streets, the review and approval of the haul route by the Engineering Department will be required. Where grading involves import or export the Applicant shall obtain approval for the import/export location, from the Engineering Department if located in the CityAll materials for import/export shall be approved in accordance with Title 8 of the City of Jurupa Valley Code of Ordinances. If import/export location is outside of the City, the Applicant shall provide evidence that the jurisdictional agency has provided all necessary approvals for import/export to/from the site.

2.7. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the city engineer. All drainage easements shall be shown on the final parcel map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed".

2.8. It shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the tentative map exhibit.

2.9. Temporary erosion control measures shall be implemented immediately following rough/mass grading to prevent transport and deposition of debris onto downstream properties, public rights-of-way, or other drainage facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.

2.10. If grading is required offsite, the Applicant shall obtain written permission from the property owner(s) to grade as necessary and provide a copy to the Engineering Department.

2.11. It is assumed that the conceptual grading and the provisions for water quality management shown on the tentative map exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP) without substantial change. Prior to approval of the precise grading plan, the Applicant shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for approval of the city engineer.

2.12. Prior to approval of the grading plan for disturbance of one or more acres the Applicant shall provide evidence that it has prepared and submitted to the State Water Resources Control Board (SWRCB) a Storm Water Pollution Prevention Plan (SWPPP) and that SWRCB issued a WDID number which shall be included on the face of the grading plan.

RCFC&WCD

2.13. A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation, along with supporting hydrologic and hydraulic calculations (drainage report), shall be submitted to the District as reference material for the review and approval of the drainage report and storm drain plans. The plans must receive District approval prior to the issuance of precise grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

2.14. Temporary erosion control measure shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted for review.

2.15. Written correspondence from the City of Jurupa Valley regarding the approval of the Project Specific WQMP and grading plan must be submitted to the District prior to issuance of the grading permit.

3. PRIOR TO PARCEL MAP RECORDATION

3.1. Offsite improvements shall be constructed prior to map recordation; in such case improvements are not completed prior to map recordation, the applicant shall place a bonds as corresponding with the City of Jurupa Municipal Code and Riverside County ordinances and standard practices.

3.2 No final parcel map shall be recorded until the Site Development Permit associated with this subdivision is approved.

3.3. After approval of the tentative parcel map and prior to the expiration of said map, the Applicant shall cause the real property included within the tentative parcel map exhibit, or any part thereof, to be surveyed and a final map thereof prepared in accordance with the current city engineer's requirements, conditions of approval of the tentative map, and in accordance with Title 7 Subdivisions of the Municipal Code.

3.4. Easement(s) for necessary streets and public utilities shall be dedicated and shown on the final parcel map in accordance with Title 7 of the Municipal Code and these conditions of approval. It is understood that the tentative map exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that the omission or unacceptability may require that the Applicant amend or revise the tentative map as may be necessary to allow a finding on the final map of substantial conformance.

3.5. Prior to parcel map recordation, the applicant is required to submit, for review and approval of the City Engineer, a master rough/mass grading plan for the entire Specific Plan area.

3.6. Prior to parcel map recordation, the applicant is required to submit, for review and approval of the City Engineer and per RCFC&WCD's requirements, a master drainage study for the entire Specific Plan area.

3.7. Rubidoux Boulevard is identified as a Major Road in the Specific Plan with an ultimate right-of-way width of 118-foot. The Applicant shall dedicate property to an ultimate half width right-of-way of 59-foot from centerline to property line. Due to

existing improvements, right-of-way limitations, and/or topographical conditions, Rubidoux Boulevard section improvement varies generally as follows:

3.7.1. Rubidoux Boulevard North Section: From El Rivino Road to the project entrance (northern CalPortland property line); 12-foot raised landscape median, 21-foot parkway including a 10-foot paved multipurpose trail for pedestrian and bicyclist.

3.7.2. Rubidoux Boulevard South Section: From project entrance to the south (through CalPortland property); 12-foot painted median, ±36.5-foot from centerline to curb face.

3.8. Agua Mansa Road is identified as a Major Road in the Specific Plan with an ultimate right-of-way width of 90-foot. The development abuts the existing canal running along the west side of Agua Mansa Road; therefore, no dedication is required or possible along Agua Mansa Road at this time in order to accommodate ultimate public parkway improvements. The applicant is conditioned to provide road improvements and striping configuration to meet the referenced exhibits reviewed and conceptually approved through entitlement.

3.9. El Rivino Road is identified as a modified Industrial Collector in the Specific Plan with an ultimate right-of-way width of 100-foot within the city of Jurupa Valley and the city of Rialto. The Applicant shall dedicate property along the project frontage to an ultimate half width right-of-way of 50-foot from centerline to property line. El Rivino Road section improvements generally include:

12-foot painted median, two lanes per direction, and 18-foot parkway. Parkway shall include 5-foot sidewalk between landscaped areas, developer is responsible for any utility relocation required.

3.10. Hall Avenue is identified as an Industrial Collector in the Specific Plan with an ultimate right-of-way width of 100-foot. The Applicant shall dedicate property along the project frontage to an ultimate half width right-of-way of 50-foot from centerline to property line. The section parkway improvements generally include, but are not limited to, 5-foot sidewalk located within 18-foot parkway

3.11. Property corner cut-backs dedications are required at all fronting roads' intersections. Corner cut-backs shall be per Riverside County Standard No. 805 and shall provide adequate right-of-way to accommodate public facilities within the public right-of-way and meet minimum ADA standards.

3.12. Dedication of right-of-way at driveway entrances to accommodate public utilities shall be provided, from BCR to ECR and as approved by the City Engineer.

3.13. Any easement not owned by a public utility, public entity or subsidiary, which is not relocated or eliminated, prior to final parcel map approval, shall be delineated on the final parcel map and additionally the name of the easement holder and the nature of its interests shall be shown.

3.14. The Applicant shall submit to the City for review and approval of the City Attorney the covenants, conditions, and restrictions (CC&Rs) applicable for the project.

3.15. All eastbound right turn lanes onto project driveways result in provision of 6-ft sidewalk without landscape buffer. In order to mitigate this, the applicant shall

provide easement along the project frontage where limitations occur to accommodate landscape buffer, sidewalk, and utilities required at parkway.

Improvement Plans

3.16. The Applicant shall provide plans for approval of the city engineer for all public and private improvements, including but not limited to, street improvements, traffic signal plans, sidewalk improvements, street lighting improvements, water system improvements, sanitary sewer system improvements, and landscape / irrigation improvements. The following improvements are required and must be clearly shown on the street improvement plans, applicant shall be responsible for referencing the Mitigation Measures associated with this project and show any other applicable improvements per the findings of the Traffic Impact Analysis:

3.16.1. Rubidoux Boulevard

a. Applicant shall design and construct traffic signal at project main entrance at Rubidoux Boulevard providing geometry per the approved Traffic Impact Report. Northbound right turn, southbound left, and westbound left and right turn lanes. The Northbound right turn lane shall be concrete.

b. Driveway close to El Rivino Road (for building 6) intersection shall be limited to right-in and right-out movements.

3.16.2. Agua Mansa Road

a. Southbound lanes (EP to CL), north of Market Street to RA Nelson. Applicant shall provide 3 inch grind and overlay treatment, as approved by the City Engineer.

b. Northbound lanes (EP to CL), north of Market Street to RA Nelson Road, applicant shall provide slurry seal pavement treatment, as approved by the City Engineer.

c. North of RA Nelson Road to Hall Avenue, applicant shall provide the following pavement treatment: spot repair, crack seal, and slurry of full width of road, as approved by the City Engineer.

d. North of UPRR crossing to Hall Avenue, striping shall provide for 13-foot curb lanes, 11-foot number 1 lanes, and 10-foot two-way left turn lane with appropriate lane tapers as directed by the City Engineer.

e. South of UPRR crossing, striping shall provide for one travel lane per direction. The southbound direction shall accommodate 1 left turn lane and 1 thru/right turn lane, approaching Market Street.

3.16.3. El Rivino Road

a. El Rivino Road at Rubidoux Boulevard intersection, westbound lanes shall remain as existing providing one right turn lane, and one left/through lane. Eastbound lanes east of the intersection, and along the Project frontage shall be modified to provide two through lanes, added through lane drops as a right turn lane at Hall Avenue intersection.

b. Driveway at El Rivino Road and Cactus Avenue intersection shall provide for 50-

foot radius curb return with ADA compliant ramps.

c. Northbound left turn from project site at intersection with Cactus Avenue shall align with the existing southbound left turn lane. Between Rubidoux Boulevard and Hall Avenue, all right turn lanes at project's access points shall be concrete lanes.

d. Length of all left and right turn lanes at project entries shall be per projected truck and passenger vehicles traffic volume and as approved by the City Engineer.

e. Developer shall install truck restriction signs on traffic signal indication at Hall Avenue and El Rivino Road preventing truck movement east of Hall Avenue.

f. All signage shall be installed at back of sidewalk.

3.16.4. El Rivino Road and Hall Avenue intersection

a. Prior to occupancy, Hall Avenue and El Rivino Road intersection shall be signalized. Cost of improvements design and construction shall be paid by the Developer with a 50% traffic signal installation credit towards project's DIF. Curb return radius at southwest corner shall be 50-foot.

b. Northbound lane geometry will consist of one left turn lane, one through lane, and one right turn lane. The through lane shall align with northbound departure lane.

c. Southbound through lane on Hall Avenue, south of Hall Avenue and El Rivino Road intersection, will drop as a right turn lane at project driveway and picked up south of the driveway as a through lane.

d. Developer shall modify the northeast and northwest curb returns to provide better alignment for through movements, modifications shall be reviewed and approved by City Engineer.

3.16.5. Brown Avenue

a. Applicant proposed access to knuckle on Brown Avenue shall be improved to City standards and approved by the City Engineer. In the event that an easement over private properties may be required for the access road, applicant shall provide proof of easement dedication to the Engineering Department prior to issuance of encroachment permit for the street improvements.

b. Applicant shall provide curb and gutter repairs on Brown Avenue at the vicinity of proposed access point as necessary and approved by the City Engineer.

c. Applicant will be required to provide missing (if any) sidewalk north of the project driveway on Brown Avenue, connecting to existing infrastructure.

3.16.6. Agua Mansa Road and Market Street Intersection

a. Applicant shall provide the following southbound configuration: one 11-foot left turn lane, one 11-foot right/through lane done through re-striping of the existing geometry.

b. Applicant shall provide the following northbound configuration: departure lane 22-foot wide done with re-striping of the existing geometry if required.

3.16.7. Rubidoux Boulevard and Market Street Intersection

a. Westbound, raised median on easterly end shall be modified to provide dual westbound left turn lanes, one through lane, and one right turn lane. Applicant shall receive the fair share funds for his improvement from Project MA15146.

b. Existing free westbound right turn lane shall be modified to conventional right turn lane. Curb radius shall be modified to allow westbound right turn truck movement and shall be reviewed and approved by the City Engineer. Traffic signal equipment and existing utility boxes relocation shall be the responsibility of the applicant.

c. Traffic signal shall be modified to provide for new geometry.

d. Existing eastbound lane geometry shall remain providing for single left turn and shared through right movement.

e. Southwest curb return shall be modified to accommodate dual westbound left turn movements.

f. Widening required on eastbound departure lane on Market Street at Rubidoux Boulevard lane, will require 3" grind and overlay of full lane width between Rubidoux Boulevard and Agua Mansa Road.

g. Raised median on northbound direction south of Market Street shall be widened and modified to provide a single northbound left turn lane with a 12-foot hatched area shadowing southbound dual left turn lanes.

h. Median north of Market Street shall be modified to provide southbound dual left turn.

i. Applicant shall provide concrete paving for northbound and based on truck breaking study and shall be approved by the City Engineer.

3.17. The plans shall provide for the construction of ADA compliant depressed curbs and access ramps at the all appropriate intersections.

3.18. Separate street light plans are required for both the public and private streets. Street lighting shall be designed in accordance with the City's Municipal Code and Riverside County Ordinance 460. Plans shall be prepared and submitted for approval separately for street lighting which is within the public right away and street lighting within the private streets portion of the project.

3.19. The Applicant shall provide plans for landscape and irrigation improvements for all public streets rights-of-way prepared in accordance with the current City of Jurupa Valley standards and Riverside County Lighting and Landscape Maintenance District (L&LMD) standards and submitted to the City Engineer for review and approval.

3.20. If this project is within any assessment/benefit district, the Applicant shall make application for and pay for any reapportionment of the assessments or pay the unit fees in the assessment/benefit district.

3.21. Upon completion of road widenings and improvements, the applicant shall install "NO STOPPING AT ANY TIME" along the project frontage.

Utilities Undergrounding

3.22. **El Rivino Road**. The existing power lines along the project frontage on El Rivino Road shall be either undergrounded or relocated in accordance with the Agua Mansa Commerce Park Specific Plan. The undergrounding or relocation of these power lines will be completed as part of the Project's road improvements along El Rivino Road in compliance with all City standards. If the power lines are undergrounded, any incidental poles required to remain by Southern California Edison, and as approved by the City Engineer, to support the power lines on the north side of El RIvino Avenue will be identified on the improvement plans. If there is an approved exception to the undergrounding, the developer shall relocate said utilities on El Rivino Road and developer shall pay an amount of $1,500,000 to City as an in lieu cost towards future undergrounding. Said amount and any enhanced landscaping required as part of the pole relocation option shall be paid and/or installed within twelve months after issuance of permits for the above work.

3.23. **Rubidoux Boulevard**. The existing 12kV power lines along Rubidoux Boulevard shall be undergrounded as part of the Project's road improvements.

3.24. Improvement plans for the undergrounding requirement shall be submitted for review and approval of the City Engineer. An encroachment permit for any work within the public right-of-way will be required.

RCFC&WCD

3.25. Prior to Map Recordation. Submit ECS and Final Parcel Map. A copy of the environmental constraint sheet and the final map shall be submitted to the District for review and approval. All submittals shall be date stamped by the engineer and include the appropriate plan check fee.

3.26. Prior to Map Recordation. Onsite Easement on Final Parcel Map.

Onsite drainage facilities located outside of road right-of-way shall be contained within drainage easements shown on the final map. A note shall be added to the final map stating, "Drainage easements shall be kept free of buildings and obstructions."

4. PRIOR TO ISSUANCE OF BUILDING PERMIT

4.1. Rough grading must be completed as shown on the approved grading plans.

4.2. Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this project and a licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.

4.3. The Applicant shall prepare a precise grading plan for each of the lots.

The precise grading plan shall be approved by the city engineer and securities in place.

4.4. The required water system, including fire hydrants, shall be installed and accepted by the appropriate service district prior to combustible materials being stored on site. All utility extensions within the subdivision shall be placed underground unless otherwise specified or allowed by the Specific Plan or these Conditions of Approval..

4.5. All utility extensions within the subdivision shall be placed underground.

5. PRIOR TO BUILDING PERMIT FINAL INSPECTION

5.1. The Applicant is responsible for the completion of all grading and improvements for each parcel for which plans are required and shall comply with all requirements within public and private road rights-of-way shown on those Plans. Prior to building permit and on a per parcel basis, the applicant shall work with the City Engineer to identify improvements requiring completion to obtain Engineering Department clearance. Generally, improvements serving the parcel, circulation and safety essential public right-of-way improvements, and/or improvements providing direct benefit to a parcel for which building permit final inspection is requested shall be completed, unless otherwise approved by the City Engineer.

5.1.1. Prior to completion and acceptance of improvements or prior to the final building inspection for each building, whichever occurs first, assurance of maintenance is required by completing annexation to Jurupa Valley L&LMD 89-1C for landscaping and irrigation, and streetlights unless otherwise maintained by the Rubidoux Community Services District.

5.2. Applicant shall ensure that all streetlights within the public right of way, required from this project, are energized.

5.3. The Applicant shall comply with the provisions of Riverside County Ordinance No. 659 (Development Impact Fees, DIF), as adopted by the City, which requires the payment of the appropriate fee set forth in the Ordinance.

5.4. The Applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of the final inspection as appropriate.

5.4.1. The Applicant shall pay to the City of Jurupa Valley all fair share contributions for certain improvements as specified in the approved Traffic Impact Analysis, and summarized on Table A of these conditions of approval.

RCFC&WCD

5.5. Acceptance of the drainage system for operation and maintenance by the District must be completed.

5.6 Inspection and maintenance of the flood control facilities that are to be constructed with this development must be performed by the Flood Control District. The Developer must request, in writing, that the District accept the proposed facilities.

5.7 The request to the District shall note the project number, location, brief description of the system (size and lengths) and include an exhibit that shows the proposed alignment. The request shall be addressed to the General Manager- Chief Engineer, Attn: Chief of Planning Division. If the District is willing to maintain the proposed

facilities, four (4) items must be accomplished prior to starting construction of the drainage facilities:

5.7.1 The Developer shall submit to the District the preliminary title reports, plats and legal descriptions for all rights of way to be conveyed to the District and secure those rights of way to the satisfaction of the District; and

5.7.2 An agreement with the District and any maintenance partners must be executed which establishes the terms and conditions of inspection, operation and maintenance; and

5.7.3 Plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to the execution of the agreement; and

5.7.4 All regulatory permits to be secured by the Developer shall be submitted to the District for review. The terms of the regulatory permits shall be approved by the District prior to improvement plan approval or finalization of the regulatory permits. There shall be no unreasonable constraint upon the District.

TABLE A

AGUA MANSA COMMERCE PARK

FAIR SHARE PAYMENT SUMMARY TABLE

LOCATION	JURISDICTION	DESCRIPTION OF IMPROVEMENTS	PROJECT MITIGATION FAIR SHARE
Market Street and SR-60 EB Ramps	CalTrans	Construction of 2nd southbound left turn lane	Project responsible for 21.5% of $100,000 **$21,500**
Cedar Avenue and I-10 WB Ramps	CalTrans	Construction of westbound left turn lane. Construction of 2nd westbound right turn lane.	Project responsible for 18.1 % of $200,000 **$36,200**
Cedar Avenue and I-10 EB Ramps	CalTrans	Construction of eastbound right turn lane.	Project responsible for 30.6% of $100,000 **$30,600**
Cedar Avenue and Jurupa Avenue	San Bernardino County	Construction of westbound left turn lane. Construction of eastbound left turn lane.	Project responsible for 19.8% of $200,000 **$39,600**
Agua Mansa Road and El Rivino Road	San Bernardino County	Construction of new traffic signal.	Project responsible for 24.6% of $402,295 **$99,120**
Riverside Avenue	City of Rialto	Construction of southbound right turn lane.	Project responsible for 8.3% of $100,000 **$8,300**

The Applicant hereby agrees that these Conditions of Approval are valid and lawful and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.

Applicant's name (Print Form): CRESTMORE REDEVELOPMENT LLC

Applicant's name (Signature): _____ Date: 4/27/20

TARE GOSS
PRESIDENT

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 14.E**

RESOLUTION RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE COVID-19 (CORONAVIRUS) PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH THE PANDEMIC

RECOMMENDATION

1) That the City Council adopt Resolution No. 2020-21, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH COVID-19 PANDEMIC

2) Receive City Staff oral briefing on impacts to the City and City's response to COVID-19 pandemic and provide direction to Staff regarding future actions.

ANALYSIS

As everyone is painfully aware, the COVID-19 pandemic has created major challenges for the City, Riverside County, the State and the nation in dealing with its health and economic impacts.

Government Code § 8630 and Jurupa Valley Municipal Code Chapter 2.30 provide that the City Council of the City of Jurupa Valley may proclaim the existence of a local emergency.

On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic. On March 26, 2020, the City Council adopted Resolution No. 2020-11 reaffirming the findings made in Resolution No. 2020-10 and proclaiming the existence of a local emergency in response to the COVID-19 pandemic.

The declaration of a Local Emergency under these laws enables the City to take whatever actions are necessary to address the emergency. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19.

Resolution Reconfirming Local Emergency and Imposing Additional Regulations to Address the COVID-10 Pandemic

As required by Government Code Section 8630, the proposed Resolution makes certain findings and reconfirms the local emergency. In addition, the proposed Resolution also reaffirms and continues the following regulations adopted by Resolution No. 2020-11:

1. City Manager's Contract Authority. The City Manager is authorized to enter into agreements on behalf of the City necessary under this declaration of an emergency without the normal limits on the City Manager's contract authority.

2. Bidding Requirements Waived. Bidding requirements are waived for the purchase of goods and services for the City.

3. No Utility Shut-Offs. The discontinuation or shut-off of water, gas, cable, or electrical service by private or public utilities for residential, commercial, and industrial accounts in the City for non-payment of bills is suspended during the existence of the Local Emergency.

4. Stimulus Program. A "COVID-19 Stimulus Program" is established for the City of Jurupa Valley.

A. Businesses located and operating in the City of Jurupa Valley are eligible for loans to assist such businesses in preserving their business operations and paying workers during the term of the Local Emergency due to financial impacts related to COVID-19.

B. The loans will be forgivable upon fulfillment of conditions supporting these purposes.

C. The City Council will allocate a sum to fund the loans.

D. The City Manager is directed and authorized to develop the terms and procedures for making such loans.

E. For purposes of the COVID-19 Stimulus Program, "financial impacts related to COVID-19" include, but are not limited to, a substantial decrease in a business's income as a result of any of the following: (1) workers unable to work due to being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from impacts from COVID-19; (3) compliance with an order or directive from a

government health authority; or (4) worker's child care needs arising from school closures related to COVID-19.

5. Swap Meets. Indoor and outdoor swap meets provide unique shopping experiences focused on gathering large groups of people together with vendors. Therefore, indoor and outdoor swap meets are prohibited during the existence of the Local Emergency.

The provisions of sections 2(g), food serving facilities restrictions, 2(h), daycare and childcare facilities regulations, and 2(j), religious services, of Resolution No. 2020-11 are not included in the proposed resolution. Since the adoption of Resolution No. 2020-11 these subjects are now regulated in detail by the Executive Orders of the Governor, the Health Orders of the Riverside County Health Officer and the federal CARES Act which are regularly updated and interpreted by the administering agencies.

It is important to know that all persons and business entities in the City of Jurupa Valley are required to comply with all of the Governor's Executive Orders concerning COVID-19 and all of the Riverside County Public Health Officer's Orders concerning COVID-19. These orders are enforceable by the Sheriff and are punishable as misdemeanors. The City is authorized to adopt the regulations and restrictions contained in this Resolution but only if they are as restrictive or more restrictive than the Orders of the Governor or Riverside County Public Health Officer. The City does not have the authority to make the restrictions imposed by the Governor or the Riverside County Public Health Officer less restrictive or to provide relief from them.

FINANCIAL IMPACT

While there are economic impacts to the community from the Governor's Executive Orders and the Riverside County Public Health Officer's Orders, the fiscal impact to the City's budget and available funds would be associated with any amount the Council allocates for the Stimulus Program and the costs of administering the restrictions.

ALTERNATIVES

1. Terminate the Local Emergency.
2. Modify the provisions of the Resolution

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

George a. Wentz
Deputy City Manager

Reviewed by:

Peter M. Thorson
City Attorney

Attachments:

1. Resolution No. 2020-21, Reaffirming the Local Emergency and Imposing Additional Restrictions.

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH COVID-19 PANDEMIC

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

Section 1. **Recitals.** The City Council finds, determines and declares that:

(a) Government Code § 8630 and Jurupa Valley Municipal Code Chapter 2.30 provide that the City Council of the City of Jurupa Valley may proclaim the existence of a local emergency as defined by Government Code § 8558, subdivision (c).

(b) In December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting countries throughout the world, including the United States.

(c) Since the federal Centers for Disease Control and Prevention ("CDC") confirmed the first possible case of community spread of COVID-19 in the United States on February 26, 2020, there has been a significant and continued escalation of United States domestic cases and deaths from COVID-19.

(d) On March 4, 2020, Gavin Newsom, Governor of the State of California, proclaimed a state of emergency to exist in California due to the spread of COVID-19.

(e) On March 11, 2020 the World Health Organization declared the COVID-19 outbreak to be a pandemic.

(f) On March 13, 2020, President Trump determined that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic is of sufficient severity and magnitude to warrant an emergency determination under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207.

(g) Governor Newsom has issued several Executive Orders making certain findings and issuing emergency orders to deal with COVID-19 pandemic. These Executive Orders are listed and updated continuously at https://www.gov.ca.gov/category/executive-orders/. More Executive Orders are expected.

(h) The California Department of Public Health reports a significant number of COVID-19 cases and deaths in the state. The number of cases and deaths are reported and updated at https://www.cdph.ca.gov/programs/cid/dcdc/pages/immunization/ncov2019.aspx.

(i) The Riverside County Public Health Officer has issued numerous Health Orders making certain findings and issuing emergency orders to deal with COVID-19 pandemic, including cancelling and prohibiting all gatherings and requiring all person to wear mask when outside of their homes. The Riverside County Health Officer's Orders are listed and updated continuously at https://www.rivcoph.org/coronavirus. More Health Orders are expected.

(j) The Governor's Executive Orders and Riverside County Health Officer's Health Orders to close non-essential businesses and prohibit gatherings has created economic hardship and dislocation for persons and businesses and will reduce tax revenues to the City necessary for providing essential City services.

(k) Due to the expanding list of countries with widespread transmission of COVID-19, increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the CDC, the escalation of United States domestic cases of and deaths from COVID-19, the identification of COVID-19 cases in California and Riverside County, COVID-19, and the severity and magnitude of the COVID-19 pandemic, has created conditions that are or likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat.

(l) The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19.

(m) The City Council finds that these conditions warrant and necessitate that the City reaffirm and proclaim the existence of a local emergency.

(n) On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(o) On March 26, 2020, the City Council adopted Resolution No. 2020-11 reaffirming the findings made in Resolution No. 2020-10 and proclaiming the existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(p) As used in this Resolution the "Local Emergency" means the local emergency declared by the City Council in Resolution No. 2020-10, reaffirmed in Resolution No. 2020-11 and this Resolution, as the findings and resolutions may be reviewed, reaffirmed and expanded as provided by law, and shall terminate upon adoption by the Council of a resolution terminating the local emergency.

Section 2. **Proclamation of Local Emergency.** Based on the findings set forth above, the City Council of the City of Jurupa Valley hereby proclaims that a local emergency now exists throughout the City of Jurupa Valley and reaffirms the proclamation of a local emergency as set forth in Resolution 2020-11 adopted by the City Council on March 26, 2020. During the existence of the Local Emergency, the following regulations shall apply:

(a) The powers, functions, and duties of the City Manager and the emergency organization of this City shall be those prescribed by state law, by ordinances, and resolutions of this City, and by the approved emergency plans of the City of Jurupa Valley.

(b) The local emergency shall be deemed to continue to exist until its termination is proclaimed by resolution of the City Council of the City of Jurupa Valley, State of California.

(c) The City Council shall review this local emergency proclamation at least every sixty (60) days, or such other period as required by law, and shall terminate the emergency proclamation at the earliest possible date the conditions warrant.

(d) Pursuant to the provisions of Jurupa Valley Municipal Code Section 2.10.060(12) the City Manager is authorized to enter into agreements on behalf of the City necessary under this declaration of an emergency.

(e) Pursuant to the provisions of Jurupa Valley Municipal Code Section 3.15.070(b) the City Council determines that for the reasons described in this Resolution, compliance with the bidding requirements of Chapter 3.15 of Jurupa Valley Municipal Code is not in the best interest of the City and such bidding requirements are waived.

(f) The discontinuation or shut-off of water, gas, cable, or electrical service by private or public utilities for residential, commercial, and industrial accounts in the City for non-payment of bills is hereby suspended during the existence of the Local Emergency.

(g) The provisions of sections 2(g), food serving facilities, 2(h), daycare and childcare facilities, and 2(j), religious services, of Resolution No. 2020-11 are hereby repealed. Since the adoption of Resolution No. 2020-11 these subjects are now regulated in detail by the Executive Orders of the Governor, the Health Orders of the Riverside County Health Officer and the federal CARES Act which are regularly updated and interpreted by the administering agencies.

(h) Indoor and outdoor swap meets provide unique shopping experiences focused on gathering large groups of people together with vendors. Therefore, indoor and outdoor swap meets are prohibited during the existence of the Local Emergency.

(i) There is hereby established the "COVID-19 Stimulus Program" for the City of Jurupa Valley.

1) Businesses located and operating in the City of Jurupa Valley are eligible for loans to assist such business in preserving their business operations and paying its workers during the term of the Local Emergency due to financial impacts related to COVID-19.

2) The loans will be forgivable upon fulfillment of conditions supporting these purposes.

3) The City Council will allocate funds to fund the loans.

4) The City Manager is directed an authorized to develop the terms and procedures for making such loans.

5) For purposes of the COVID-19 Stimulus Program, "financial impacts related to COVID-19 include, but are not limited to, a substantial decrease in a businesses' income as a result of any of the following: (1) workers unable to work due to being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from impacts from COVID-19; (3) compliance with an order or directive from a government health authority; or (4) worker's child care needs arising from school closures related to COVID-19.

(j) All persons and business entities in the City of Jurupa Valley shall comply with all of the Governor's Executive Orders concerning COVID-19 and the Riverside County Public Health Officer's Orders concerning COVID-19. It is the intent of the City that the regulations and restrictions contained in this Resolution shall be as restrictive or more restrictive than the Orders of the Governor or Riverside County Public Health Officer.

Section 3. **Ratification of City Manager's Actions.** The City Council hereby ratifies the actions of the City Manager taken pursuant to Resolutions 2020-10 and 2020-11.

Section 4. **Further Actions.** The City Manager shall: Forward a copy of this Resolution to the Director of California Governor's Office of Emergency Services; request the Governor of California, pursuant to the Emergency Services Act issue a proclamation declaring an emergency in Riverside County and waive regulations that may hinder response and recovery efforts; request that recovery assistance be made available under the California Disaster Assistance Act; and request that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

Section 5. **Certification**. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____

Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-21 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 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. 14.F**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MANTAINED STREET SYSTEM FOR TRACT MAP 33428-2 HARVEST VILLAGES LOCATED EAST OF PATS RANCH ROAD, WEST OF WINEVILLE AVENUE, NORTH OF BOCA PLACE, AND SOUTH OF PARKCENTER DRIVE (LENNAR HOMES OF CALIFORNIA, INC.)

RECOMMENDATION:

That the City Council:

1. Adopt Resolution No. 2020-22, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 33428-2 HARVEST VILLAGES EAST OF PATS RANCH ROAD, WEST OF WINEVILLE AVENUE, NORTH OF BOCA PLACE, AND SOUTH OF PARKCENTER DRIVE). PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

3. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien; and

4. Direct the City Engineer to reduce the Performance Bond for the street improvements to start the one-year warranty period; after which the City Engineer may fully release the bond.

BACKGROUND

Tract Map 33428-2, also known as Harvest Villages II development, was approved by the City Council on June 4, 2015. The subdivision is a 106 lot single-family residential development located on 32.14 acres. The owner dedicated to public use for street and public utility purposes streets designated as lettered lots on the map. Prior to recording the Final Map, Subdivision Agreements were executed and bonds were provided by the developer to secure required improvements.

ANALYSIS

The developer, Lennar Homes of California, Inc., completed construction of the required improvements for Tract 33428-2. Staff inspected the improvements for compliance with the approved plans, adopted conditions of approval, the City's Standard Plans and Specifications, and the Municipal Code. All improvements have been constructed and completed to the satisfaction of the City Engineer. The developer is ready to start the one-year warranty period and has requested the improvement bond be reduced to 10% during the warranty period.

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

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

OTHER INFORMATION

Previous Actions:

- City Council meeting of June 4, 2015: City Council approved Final Tract Map 33428-2, subdivision agreements, and accepted offers of dedication and improvements bonds.

FISCAL IMPACT

The Public Works Department will maintain the public improvements on the streets dedicated to the City and accepted on the map for Tract 33428-2. Maintenance of the public streets is primarily funded with Gas Tax (revenue from State gas tax).

Maintenance of the water and sewer line facilities are the responsibility of the Jurupa Community Services District (JCSD) and the maintenance of the community trail is the responsibility of the Jurupa Area Recreation and Park District. Right-of-way landscaping maintenance along Pats Ranch Road and Wineville Avenue along with the water quality basin maintenance will be funded by CFD 2014-001.

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

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

Reviewed by:

Steve R. Loriso, PE
City Engineer/Director of Pubic Works

Submitted by:

Rod B. Butler
City Manager

Prepared by:

Tina M. York, PE
Development Services Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to Form by:

Peter M. Thorson
City Attorney

Reviewed by:

Connie Cardenas
Director of Administrative Services

Attachments:

1. Resolution 2020-22
2. Tract Map 33428-2

RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

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

EXEMPT FROM RECORDING FEE PER GOVT. CODE § 6103

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT MAP 33428-2 HARVEST VILLAGES II EAST OF PATS RANCH ROAD, WEST OF WINEVILLE AVENUE, NORTH OF BOCA PLACE, AND SOUTH OF PARKCENTER DRIVE). PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

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

Section 1. The City Council hereby finds, determines and declares that:

(a) Tract Map 33428-2 was recorded by the Riverside County Recorder on July 9, 2015 ("Tract Map").

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

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

(d) The City Engineer has inspected the Streets and has determined that the Streets and the public improvements related thereto have been satisfactorily completed in accordance with the approved plans.

Section 2. The City Council hereby accepts the Streets and related drainage and public improvements as described and depicted on Exhibit A into the City-Maintained Street System pursuant to Streets and Highways Code Section 1806.

Section 3. The City Clerk shall cause this Resolution and its exhibits to be recorded in the Official Records of the County of Riverside.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-22 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

EXHIBIT A

STREETS AND RELATED PUBLIC IMPROVEMENTS FOR

TRACT 33428-2

PATS RANCH ROAD

PARKCENTER DRIVE

WINEVILLE AVENUE

BOCA PLACE

KINGBIRD WAY

SANDERLING WAY

GOLDFINCH COURT

AVOCET DRIVE

CANVASBACK WAY

SKIMMER DRIVE

PLOVER WAY

VERIO DRIVE

LARK SPARROW COURT

Original
2015-0297557

445/100

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

TRACT NO. 33428-2

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005-0478620 AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015

RECORDER'S STATEMENT
FILED THIS 9 DAY OF JULY, 2015
AT 12:27 P.M. IN BOOK 445 OF MAPS, AT PAGES 100-106, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF JURUPA VALLEY.
NO. 2015-0297557
FEE $ 22.00

PETER ALDANA
ASSESSOR-COUNTY CLERK-RECORDER
BY: _____, DEPUTY

SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "M", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" (PATS RANCH ROAD), LOT "B" (PARKCENTER DRIVE), LOT "C" (WINEVILLE AVENUE), AND LOT "D" (BOCA PLACE), THE OWNERS OF LOTS 1 THROUGH 32, INCLUSIVE, 49, 62 THROUGH 71, INCLUSIVE, AND 100 THROUGH 107, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TITLE FOR PUBLIC PURPOSES: LOT 108, AS SHOWN HEREON. THE DEDICATION IS IN FAVOR OF JURUPA AREA RECREATION AND PARK DISTRICT FOR PARK PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TITLE FOR PUBLIC PURPOSES: LOT 107, AS SHOWN HEREON. THE DEDICATION IS IN FAVOR OF THE CITY OF JURUPA VALLEY FOR OPEN SPACE, DRAINAGE, AND WATER QUALITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES: A STORM DRAIN EASEMENT WITHIN LOT 16, AS SHOWN HEREON. THE DEDICATION IS IN FAVOR OF THE CITY OF JURUPA VALLEY FOR STORM DRAIN PURPOSES.

APV INVESTMENTS PA 16, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Anthony P. Vernola
ANTHONY P. VERNOLA MANAGER
PRINT NAME TITLE

BELLATERA INVESTMENTS PA 16, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Anthony P. Vernola
ANTHONY P. VERNOLA MANAGER
PRINT NAME TITLE

BOOMER INVESTMENTS PA 16, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Anthony P. Vernola
ANTHONY P. VERNOLA MANAGER
PRINT NAME TITLE

SHELLINA INVESTMENTS PA 16, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Anthony P. Vernola
ANTHONY P. VERNOLA MANAGER
PRINT NAME TITLE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 33428 AS FILED, AMENDED AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON FEBRUARY 4, 2009, THE EXPIRATION DATE BEING MARCH 3, 2017; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: April 8, 2015

ROY F. STEPHENSON, CITY ENGINEER, RCE 20354

REGISTERED PROFESSIONAL ENGINEER ROY STEPHENSON No. 20354 CIVIL STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT

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

EASEMENT FOR STORM DRAIN PURPOSES WITHIN LOT 16 AS SHOWN AND OFFERED HEREON IS REJECTED, PROVIDED, HOWEVER, THAT PURSUANT TO THE PROVISIONS OF GOVERNMENT CODE SECTION 66477.2 SAID OFFER OF DEDICATION SHALL REMAIN OPEN AND THE CITY MAY AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION TO REJECT THE OFFER OF DEDICATION AND ACCEPT THE OFFER OF DEDICATION.

THE OFFER OF DEDICATION OF LOT 107 IN FEE TITLE FOR OPEN SPACE, DRAINAGE, AND WATER QUALITY PURPOSES IS HEREBY ACCEPTED.

DATED: 6 June, 2015

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

BY: _____ BRAD HANCOCK, MAYOR

ATTEST: CITY CLERK
BY: Victoria Wasko
VICTORIA WASKO, CITY CLERK

CITY OF JURUPA VALLEY CALIFORNIA JULY 1 2015

JURUPA AREA RECREATION AND PARK DISTRICT'S STATEMENT

THE JURUPA AREA RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEDICATION IN FEE TITLE OF LOT 108 MADE HEREON FOR PARK PURPOSES.

DATED: April 1, 2015

BY: _____ DAN RODRIQUEZ, GENERAL MANAGER
JURUPA AREA RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA

BY: Dan Rodriquez

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES ON OCTOBER 12, 2012. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: APRIL 6, 2015

MATTHEW E. WEBB
L.S. 5529

LICENSED LAND SURVEYOR MATTHEW E. WEBB NO. 5529 STATE OF CALIFORNIA

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 6,600.00.

DATED: MAY 7, 2015

DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 6,600.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: MAY 7, 2015

[CASH] OR SURETY TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

Original
2015-0297557

445
101

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

TRACT NO. 33428-2

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005-0478620 AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015

BUYER UNDER PURCHASE AGREEMENT RECORDED MAY 11, 2005 AS INSTRUMENT NO. 2015-0194604, O.R.:

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: [signature]

MARK TORRES VICE PRESIDENT
PRINT NAME TITLE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF Riverside) SS

ON June 17, 2015 BEFORE ME,
Beth Bailey
A NOTARY PUBLIC, PERSONALLY APPEARED
Mark Torres

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

[signature]
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION EXPIRES: July 24, 2018
MY COMMISSION NUMBER: 2073619

Beth Bailey
PRINT NAME

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF Calif)
COUNTY OF Riverside) SS

ON April 8, 2015 BEFORE ME,
Virginia K. Stephenson
A NOTARY PUBLIC, PERSONALLY APPEARED
Anthony P. Vernola

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

Virginia K. Stephenson
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION EXPIRES: 7-10-17
MY COMMISSION NUMBER: 2031051

Virginia K. Stephenson
PRINT NAME

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF Calif)
COUNTY OF Riverside) SS

ON April 8, 2015 BEFORE ME,
Virginia K. Stephenson
A NOTARY PUBLIC, PERSONALLY APPEARED
Anthony P. Vernola

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
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WITNESS MY HAND AND OFFICIAL SEAL.

Virginia K. Stephenson
NOTARY PUBLIC IN AND FOR SAID STATE

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MY COMMISSION EXPIRES: 7-10-17
MY COMMISSION NUMBER: 2031051

Virginia K. Stephenson
PRINT NAME

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STATE OF Calif)
COUNTY OF Riverside) SS

ON April 8, 2015 BEFORE ME,
Virginia K. Stephenson
A NOTARY PUBLIC, PERSONALLY APPEARED
Anthony P. Vernola

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

Virginia K. Stephenson
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION EXPIRES: 7-10-17
MY COMMISSION NUMBER: 2031051

Virginia K. Stephenson
PRINT NAME

445 102

Original 2015-0297557

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

SHEET 3 OF 7 SHEETS

TRACT NO. 33428-2

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005-0478620 AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015

N W E S WEBB

400 200 0 400 800 1200

SCALE: 1" = 400'

SURVEYOR'S NOTES

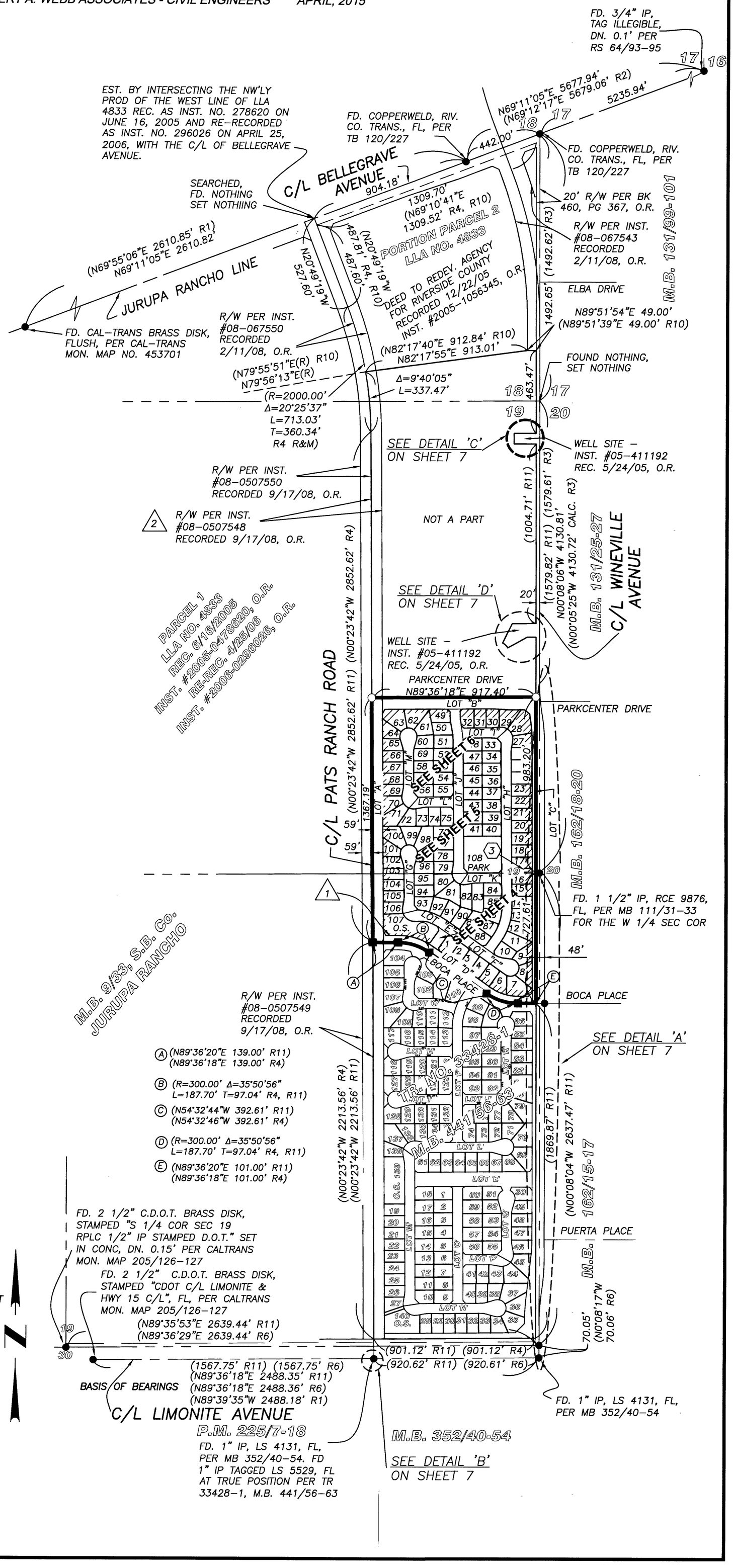
1. BASIS OF BEARINGS IS THE CENTERLINE OF LIMONITE AVENUE TAKEN AS NORTH 89°36'18" EAST PER TRACT NO. 29124, M.B. 352/40-54, RIVERSIDE COUNTY RECORDS.
2. ● INDICATES FOUND MONUMENT AS NOTED.
3. ○ INDICATES SET 1" I.P. WITH METAL DISC STAMPED "LS 5529", FLUSH, UNLESS OTHERWISE NOTED.
4. ■ INDICATES FOUND 1" I.P. WITH METAL DISC STAMPED "LS 5529", FLUSH, PER TR 33428-1, M.B. 441/56-63.
5. SET 1" I.P. TAGGED "L.S. 5529", FLUSH, AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
6. SET LEAD AND TAG "L.S. 5529" IN TOP OF CURB (RIVERSIDE CO. STD. "E") FOR BCs, ECs, PCCs PRCs, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.
7. SET STEEL PIN AND TAG "L.S. 5529" ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED PER RIVERSIDE CO. STD. "E".
8. ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.21, AND IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.
9. TOTAL AREA = 32.14 ACRES GROSS.
10. (R1) INDICATES RECORD DATA PER CALTRANS MONUMENTATION MAP NO. 453701, RIV. CO. 205/126-130, UNLESS OTHERWISE NOTED.
11. (R2) INDICATES RECORD DATA PER RS 12/38-41.
12. (R3) INDICATES RECORD DATA PER M.B. 131/25-27.
13. (R4) INDICATES RECORD DATA PER LLA NO. 4833 RECORDED 6/16/2005 AS INST. NO. 2005-478620 AND RE-RECORDED 4/25/06 AS INST. NO. 2006-296026, O.R.
14. (R5) INDICATES RECORD DATA PER GRANT DEED RECORDED 4/24/2005 AS INST. NO 2005-411192, O.R.
15. (R6) INDICATES RECORD DATA PER M.B. 352/40-54.
16. (R7) INDICATES RECORD DATA PER M.B. 131/99-101.
17. (R8) INDICATES RECORD DATA PER M.B. 162/15-17.
18. (R9) INDICATES RECORD DATA PER M.B. 162/18-20.
19. (R10) INDICATES RECORD DATA PER INST. #2005-1056345 RECORDED 12/22/2005, O.R.
20. (R11) INDICATES RECORD AND MEASURED DATA PER TR 33428-1 M.B. 441/56-63.
21. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
22. /// INDICATES RESTRICTED VEHICULAR ACCESS.
23. C.C.&R.s PER DOCUMENT NO. 2015-0297558 RECORDED July 9, 2015.

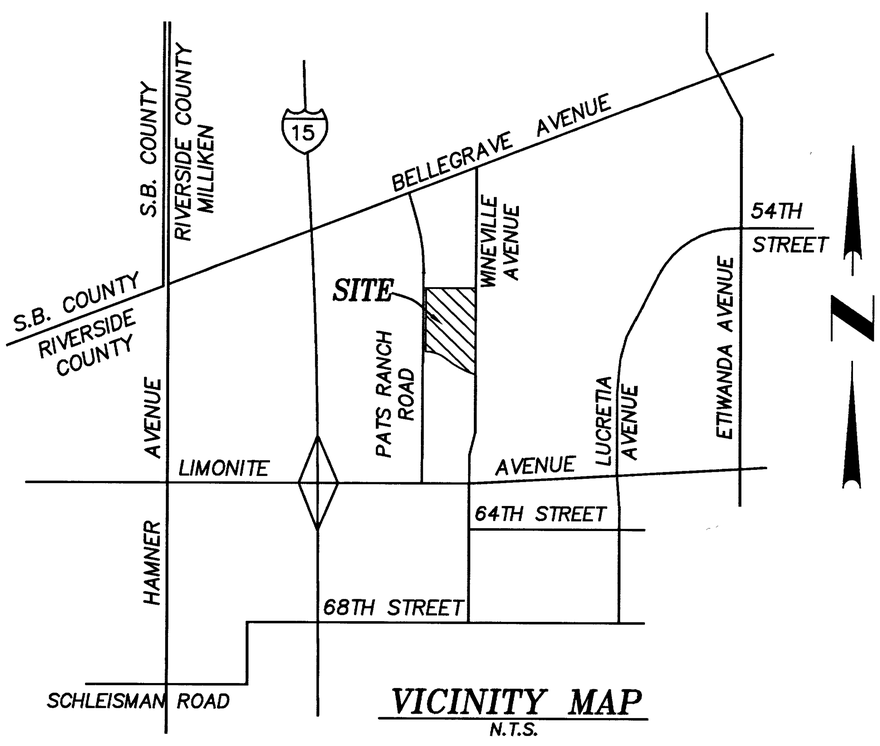
EASEMENT NOTES

(1) AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF JURUPA VALLEY RECORDED JANUARY 29, 2015 AS INST. NO. 2015-0038010, O.R.

(2) AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 17, 2008 AS INST. NO. 2008-0507548, O.R.

(3) A STORM DRAIN EASEMENT IN FAVOR OF THE CITY OF JURUPA VALLEY DEDICATED HEREON.





VICINITY MAP
N.T.S.

original 2015-0297557

445

103

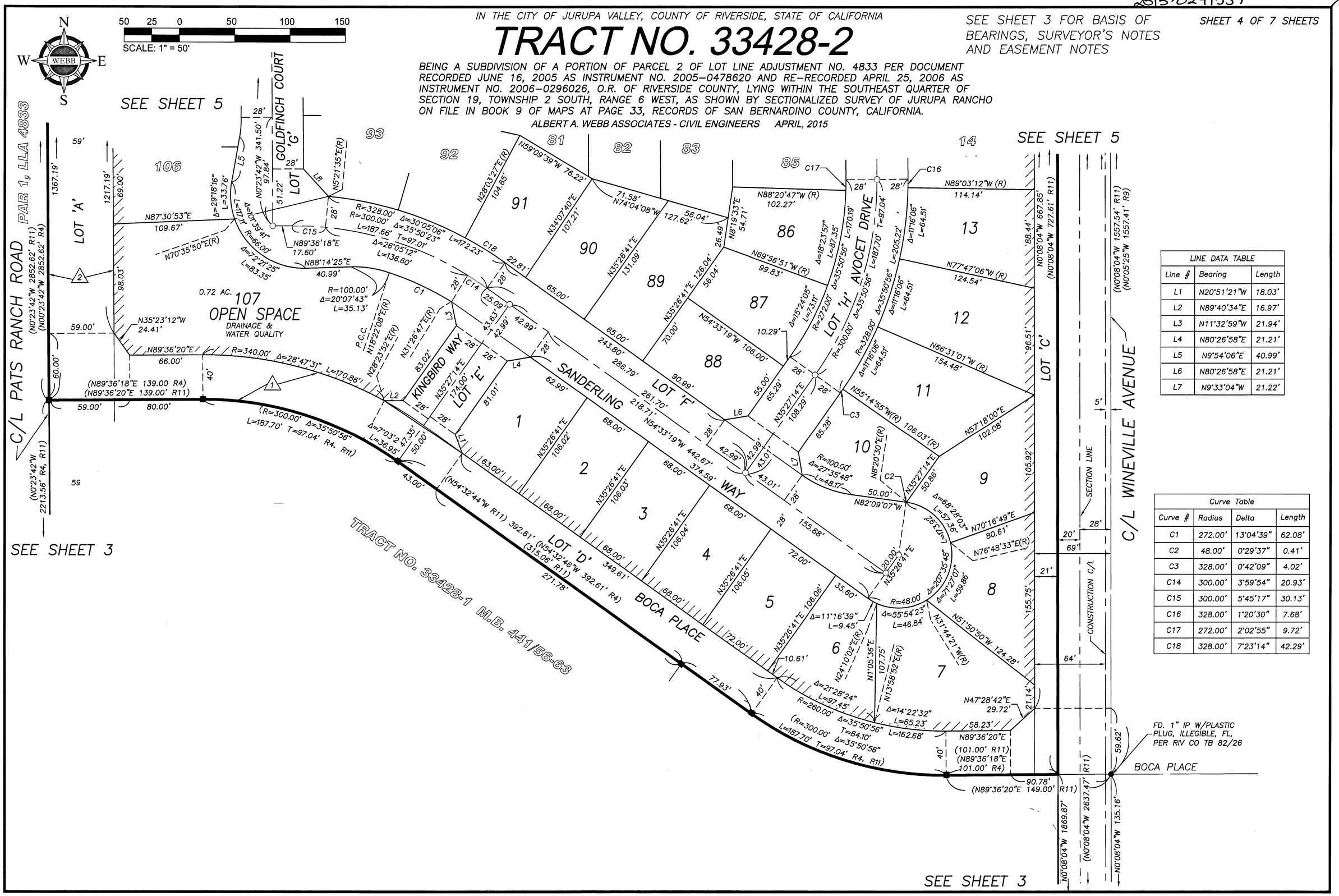
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 33428-2

SEE SHEET 3 FOR BASIS OF BEARINGS, SURVEYOR'S NOTES AND EASEMENT NOTES

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005-0478620 AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015



LINE DATA TABLE		
Line #	Bearing	Length
L1	N20°51'21"W	18.03'
L2	N89°40'34"E	16.97'
L3	N11°32'59"W	21.94'
L4	N80°26'58"E	21.21'
L5	N9°54'06"E	40.99'
L6	N80°26'58"E	21.21'
L7	N9°33'04"W	21.22'

Curve Table			
Curve #	Radius	Delta	Length
C1	272.00'	13°04'39"	62.08'
C2	48.00'	0°29'37"	0.41'
C3	328.00'	0°42'09"	4.02'
C14	300.00'	3°59'54"	20.93'
C15	300.00'	5°45'17"	30.13'
C16	328.00'	1°20'30"	7.68'
C17	272.00'	2°02'55"	9.72'
C18	328.00'	7°23'14"	42.29'

original
2015-0297557

445
104

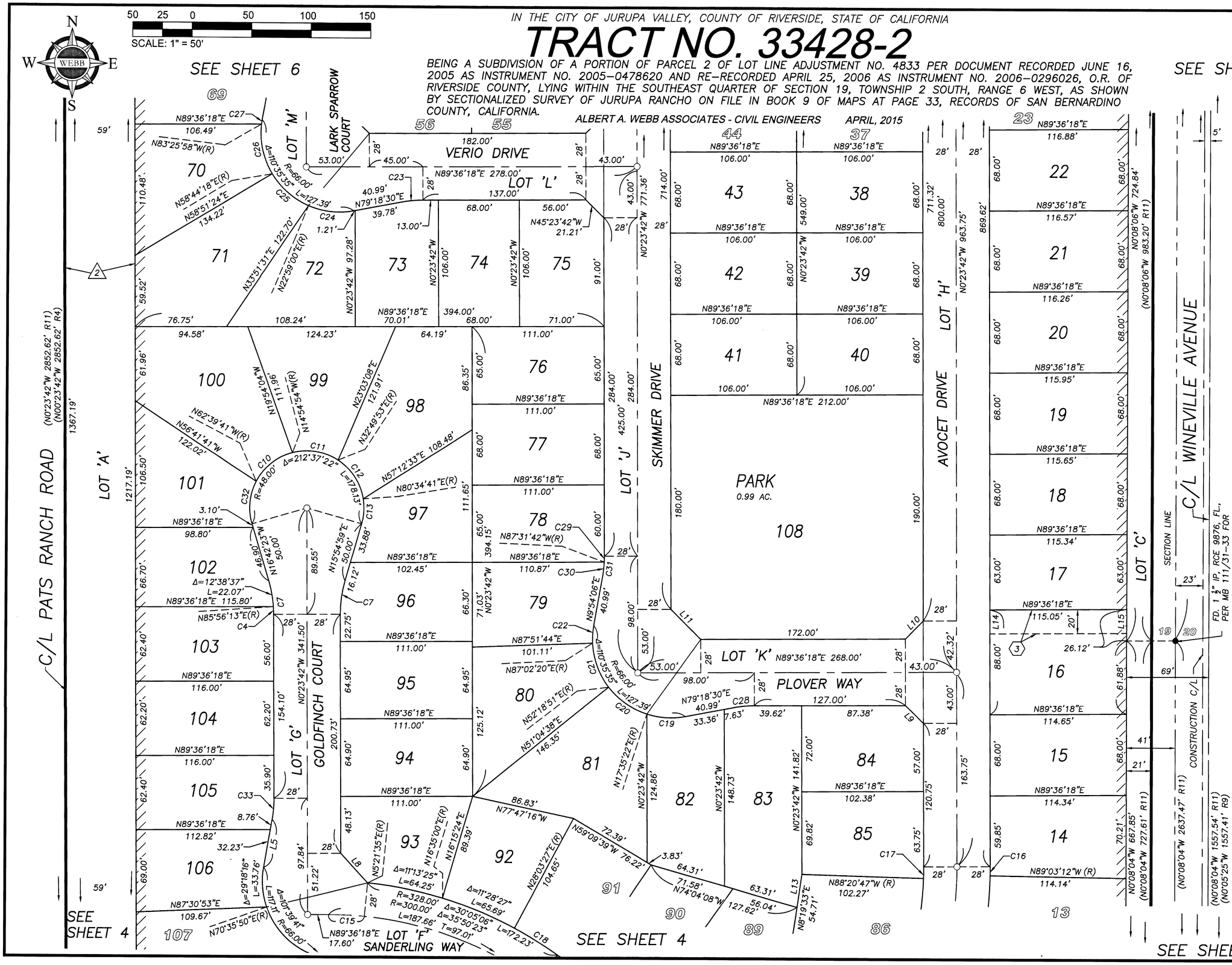
SCALE: 1" = 50'

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

TRACT NO. 33428-2

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005-0478620 AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015



LINE DATA TABLE		
Line #	Bearing	Length
L5	N9°54'06"E	40.99'
L8	N42°31'04"W	33.54'
L9	N45°23'42"W	21.21'
L10	N44°36'18"E	21.21'
L11	N45°23'42"W	35.36'
L13	N8°19'33"E	28.00'
L14	N0°23'42"W	20.00'
L15	N0°08'06"W	20.00'

Curve Table			
Curve #	Radius	Delta	Length
C4	100.00'	3°40'05"	6.40'
C7	100.00'	16°18'41"	28.47'
C10	48.00'	47°44'47"	40.00'
C11	48.00'	47°44'48"	40.00'
C12	48.00'	47°44'47"	40.00'
C13	48.00'	25°20'18"	21.23'
C15	300.00'	5°45'17"	30.13'
C16	328.00'	1°20'30"	7.68'
C17	272.00'	2°02'55"	9.72'
C19	66.00'	28°16'51"	32.58'
C20	66.00'	34°43'29"	40.00'
C21	66.00'	34°43'29"	40.00'
C22	66.00'	12°51'46"	14.82'
C23	100.00'	10°17'48"	17.97'
C24	66.00'	33°40'30"	38.79'
C25	66.00'	35°45'18"	41.19'
C26	66.00'	37°49'44"	43.58'
C27	66.00'	3°20'04"	3.84'
C28	100.00'	10°17'48"	17.97'
C29	100.00'	2°52'00"	5.00'
C30	100.00'	7°25'48"	12.97'
C31	100.00'	10°17'48"	17.97'
C32	48.00'	44°02'42"	36.90'
C33	100.00'	10°17'48"	17.97'

Original
2015-0297557

445/105

SCALE: 1" = 50'

POR. PARCEL 2 LLA NO. 4833
REC. 6/16/2005
INST. #2005-0478620, O.R.
RE-REC. 4/25/06
INST. #2006-0296026, O.R.

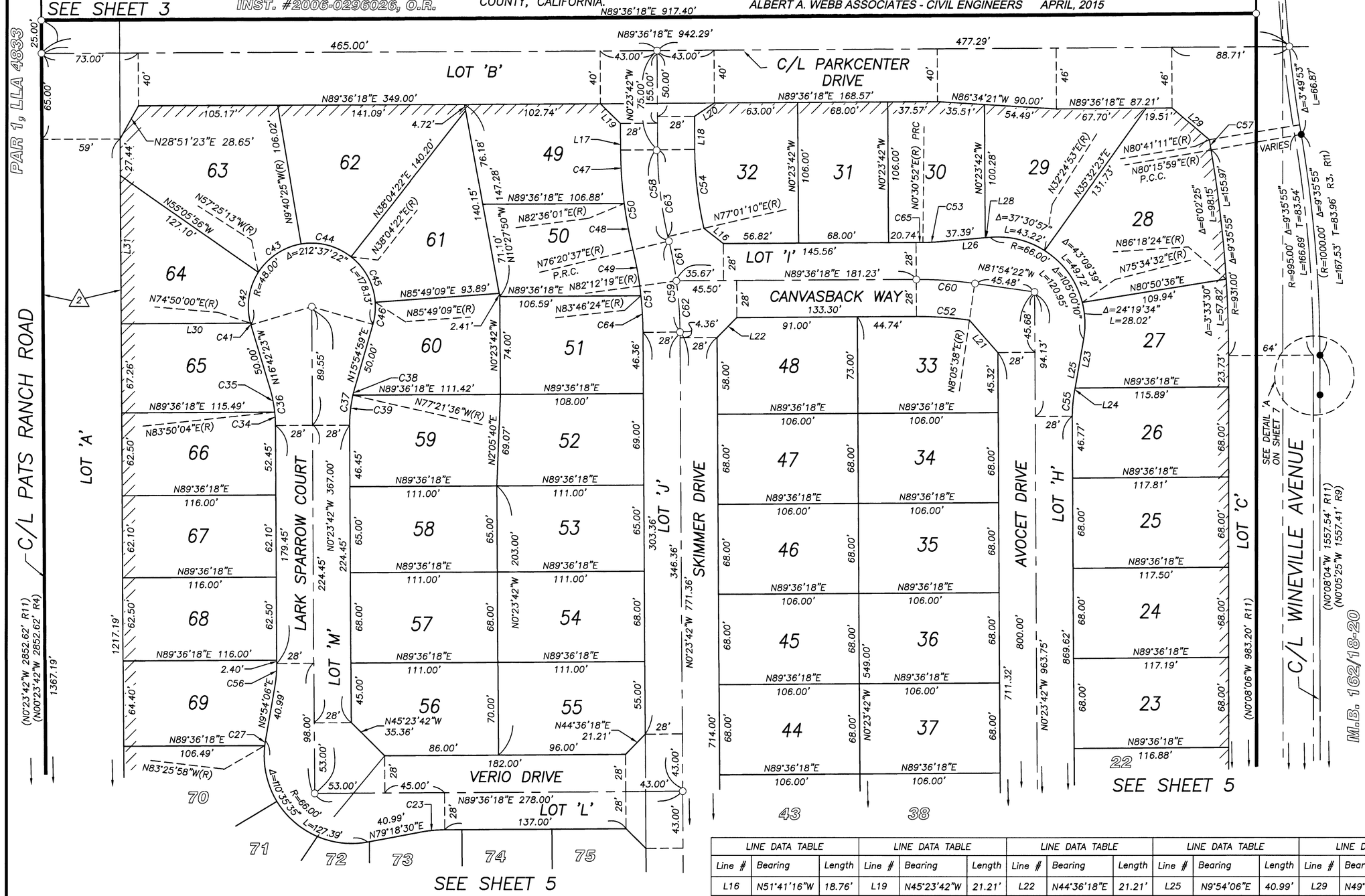
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 33428-2

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005–0478620 AND RE–RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006–0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015

SHEET 6 OF 7 SHEETS



Curve Table			
Curve #	Radius	Delta	Length
C23	100.00'	10°17'48"	17.97'
C27	66.00'	3°20'04"	3.84'
C34	100.00'	5°46'14"	10.07'
C35	100.00'	10°32'27"	18.40'
C36	100.00'	16°18'41"	28.47'
C37	100.00'	16°18'41"	28.47'
C38	100.00'	3°16'35"	5.72'
C39	100.00'	13°02'06"	22.75'
C39	100.00'	13°02'06"	22.75'
C41	48.00'	1°32'23"	1.29'
C42	48.00'	47°44'47"	40.00'
C43	48.00'	47°44'47"	40.00'
C44	48.00'	47°44'47"	40.00'
C45	48.00'	47°44'47"	40.00'
C46	48.00'	20°05'50"	16.84'
C47	328.00'	7°00'17"	40.10'
C48	328.00'	6°15'24"	35.82'
C49	272.00'	7°25'47"	35.27'
C50	328.00'	13°15'41"	75.92'
C51	272.00'	13°15'41"	62.96'
C52	272.00'	8°26'34"	40.08'
C53	100.00'	5°36'57"	9.80'
C54	272.00'	12°35'08"	59.75'
C55	100.00'	10°17'48"	17.97'
C56	100.00'	10°17'48"	17.97'
C57	1069.00'	0°25'12"	7.84'
C58	300.00'	13°15'41"	69.44'
C59	300.00'	13°15'41"	69.44'
C60	300.00'	8°29'20"	44.45'
C61	300.00'	5°51'42"	30.69'
C62	300.00'	7°44'22"	40.52'
C63	300.00'	12°35'08"	65.90'
C64	272.00'	5°49'54"	27.68'
C65	328.00'	0°54'34"	5.21'

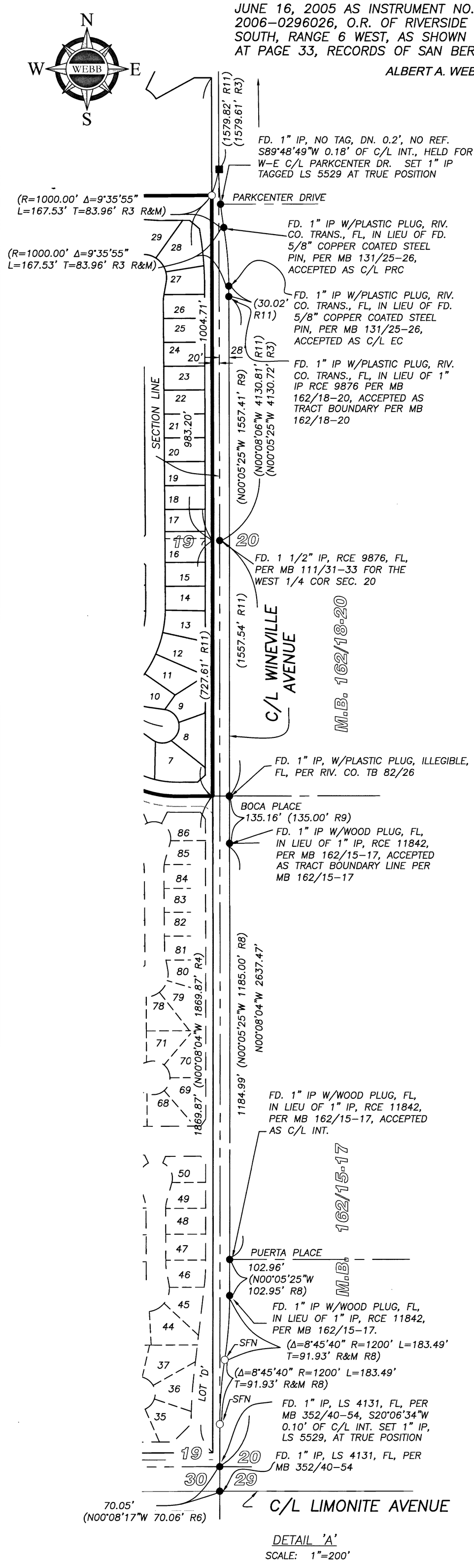
LINE DATA TABLE			LINE DATA TABLE			LINE DATA TABLE			LINE DATA TABLE			LINE DATA TABLE		
Line #	Bearing	Length	Line #	Bearing	Length	Line #	Bearing	Length	Line #	Bearing	Length	Line #	Bearing	Length
L16	N51°41'16"W	18.76'	L19	N45°23'42"W	21.21'	L22	N44°36'18"E	21.21'	L25	N9°54'06"E	40.99'	L29	N49°42'06"W	37.02'
L17	N0°23'42"W	20.00'	L20	N55°54'54"E	18.03'	L23	N9°54'06"E	37.58'	L26	N84°53'55"E	40.99'	L30	N89°36'18"E	97.59'
L18	N0°23'42"W	25.00'	L21	N41°10'25"W	32.66'	L24	N9°54'06"E	3.41'	L28	N84°53'55"E	3.60'	L31	N0°23'42"W	111.80'

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

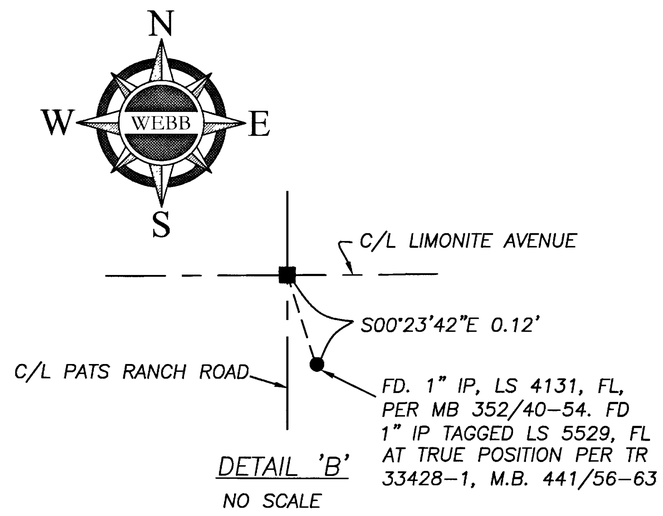
TRACT NO. 33428-2

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 16, 2005 AS INSTRUMENT NO. 2005-0478620 AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, O.R. OF RIVERSIDE COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF JURUPA RANCHO ON FILE IN BOOK 9 OF MAPS AT PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

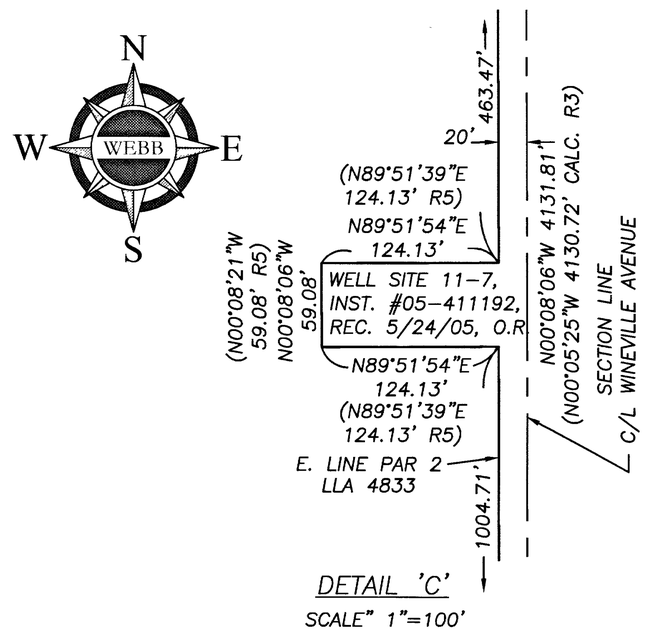
ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015



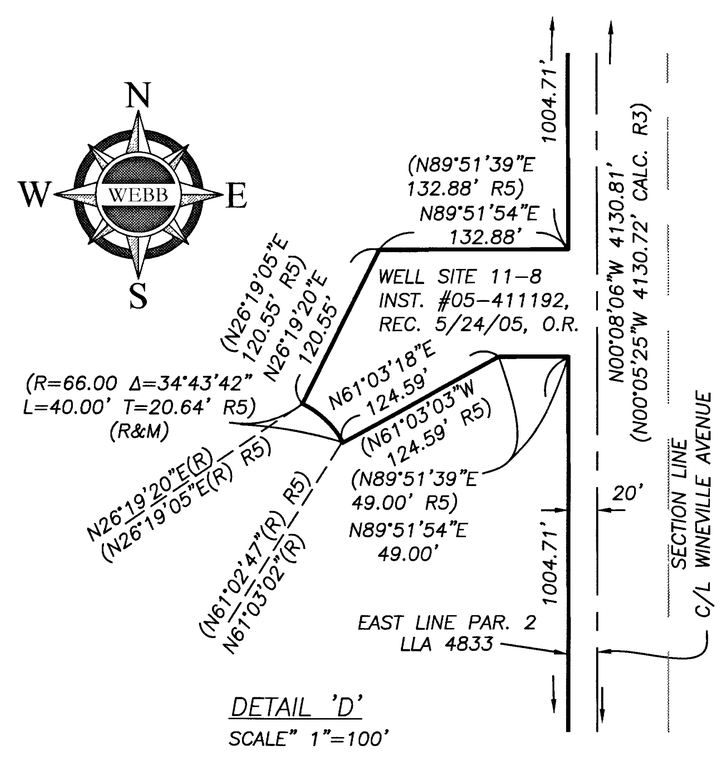
DETAIL 'A'
SCALE: 1"=200'



DETAIL 'B'
NO SCALE



DETAIL 'C'
SCALE" 1"=100'



DETAIL 'D'
SCALE" 1"=100'

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

SUBJECT: **AGENDA ITEM NO. 14.G**

APPROVAL OF PARCEL MAP 32563 LOCATED ON THE EAST SIDE OF LUCRETIA AVENUE BETWEEN HOLMES AVENUE AND 64TH STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, ACCEPTANCE OF IMPROVEMENT BONDS AND AGREEMENTS AND SURVEY MONUMENTATION BOND AND AGREEMENT (DA XIONG AND LI JUAN ZHENG)

RECOMMENDATION

It is recommended that the City Council:

1. Approve Parcel Map 32563 and accept the dedications as follows:

   a.) Accept the offers of dedication of easement for street and public utility purposes over Lots “A” through “F” inclusive as shown on Parcel Map 32563.

   b.) Release and relinquishment of abutters rights of access along Holmes Avenue, the owners of Parcels 2 and 3 abutting this highway and during such time will have no rights of access except the general easement of travel as shown on Parcel Map 32563.

2. Authorize the Mayor and City Clerk to sign Parcel Map 32563.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreement.

4. Accept the cash bond deposit in the amount of $135,500.

BACKGROUND

Tentative Tract Map 32563 was conditionally approved by at a Director's Hearing on July 31, 2018. Staff has reviewed Parcel Map 32563 and finds that it is in substantial conformance with the approved Tentative Map. The City Attorney has reviewed and approved to form the Subdivision Agreements and the Public Improvement Bond Forms. This action approves the Parcel Map and accepts offers of dedication and improvement bonds and agreements related to the subdivision.

ANALYSIS

Parcel Map 32563 provides for the development of a 1.48 acre site located on the east side of Lucretia Avenue between Holmes Avenue and 64th Street into three residential lots. The next step in the process is consideration of the parcel map, the agreements for the subdivision work, and posting surety to guarantee completion of subdivision work.

The development proposes three residential lots. Each lot will have private driveway access. Two of the lots will have access from 64th Street and one will have access from Lucretia Avenue. The City Engineer has reviewed the parcel map (attached) and finds that it is in substantial conformance with the tentative map. The Engineering Department and Planning Department staff have reviewed the conditions of approval and have determined all conditions required for map recordation have been met. The City Attorney has reviewed and approved the Subdivision Improvement Agreement form. Staff recommends that the City Council approve Parcel Map 32563 and accept the offers of dedication, the subdivision agreement, and the cash bond deposit for public improvements.

FISCAL IMPACT

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

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

Reviewed by:

Steve R. Loriso, PE
City Engineer/Director of Public Works

Submitted by:

Rod Butler
City Manager

Prepared by:

FOR Tina M. York, PE
Development Services Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form by:

Peter M. Thorson
City Attorney

Reviewed by:

Connie Cardenas
Director of Administrative Services

Attachments:

1. Exhibit #1 Tract Map 32563
2. Exhibit #2 Subdivision Agreements

CITY OF JURUPA VALLEY
DEPARTMENT OF PLANNING

JUL 31 2018

Approved At Public Hearing 7-31-18 Director's Hearing

by: R. Lopez

APPROVED BY: Planning Director

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

TENTATIVE PARCEL MAP 32563

SINGLE FAMILY RESIDENTIAL SUBDIVISION

BEING A TENTATIVE PARCEL MAP OF LOT 365 OF RIVERDALE ACRES AS SHOWN ON FILE IN MAP BOOK 13 PAGE 77 OF MAPS ON FILE IN THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA

MAY 2018

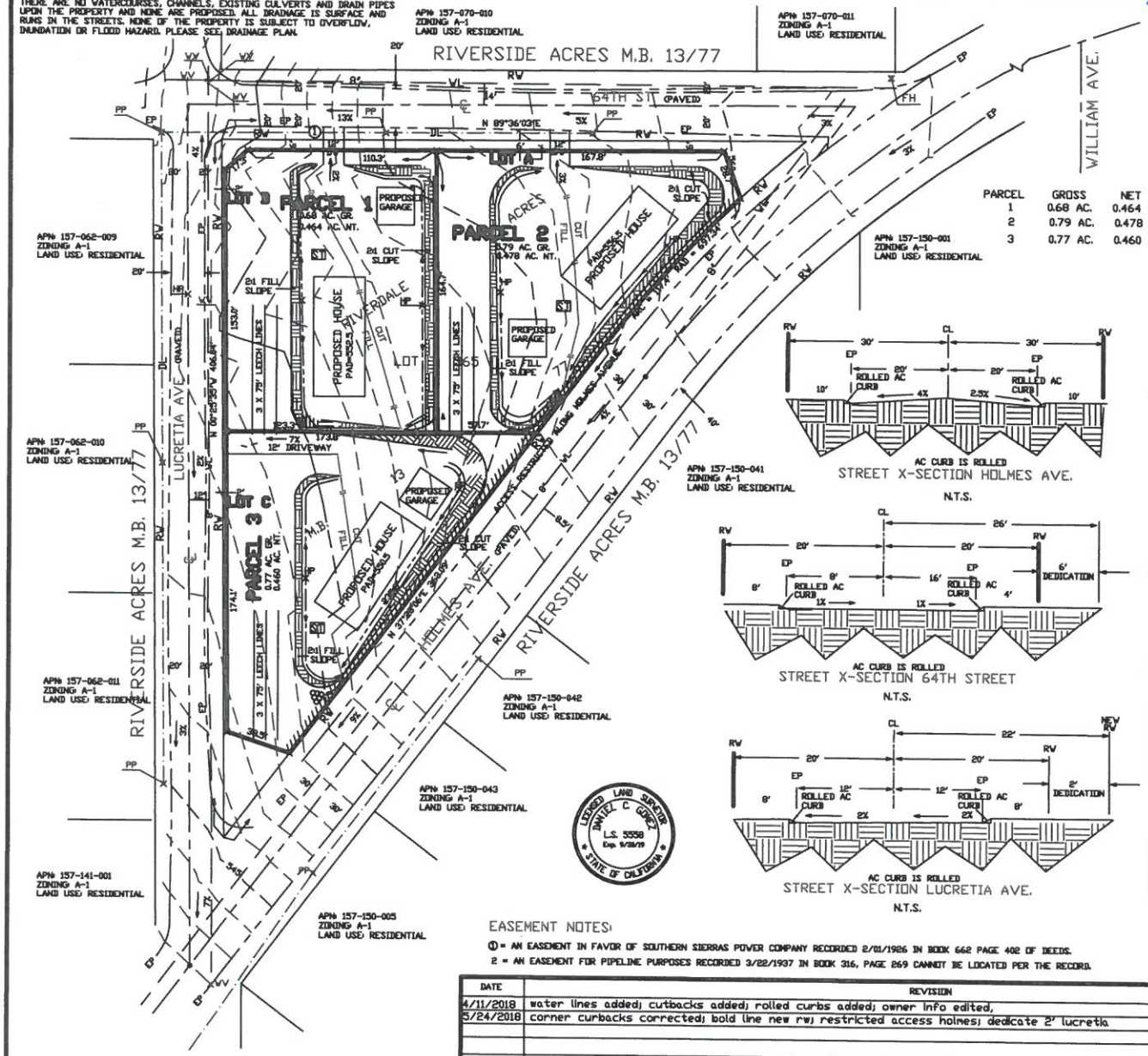
CONTOUR INTERVAL = 1'

NORTH

LEGEND
PP = POWER POLE
FH = FIRE HYDRANT
WV = WATER VALVE
EP = EDGE OF PAVEMENT
DL = OVERHEAD ELEC WIRE
//// = RESTRICTED ACCESS

40 0 40 80 120 160
SCALE 1" = 40'

DRAINAGE STATEMENT:
THERE ARE NO WATERCOURSES, CHANNELS, EXISTING CULVERTS AND DRAIN PIPES UPON THE PROPERTY AND NONE ARE PROPOSED. ALL DRAINAGE IS SURFACE AND RUNS IN THE STREETS. NONE OF THE PROPERTY IS SUBJECT TO OVERFLOW, INUNDATION OR FLOOD HAZARD. PLEASE SEE DRAINAGE PLAN.



PARCEL	GROSS	NET	AVERAGE WIDTH	AVERAGE DEPTH
1	0.68 AC.	0.464 AC.	123.3'	164.7'
2	0.79 AC.	0.478 AC.	112.8'	164.7'
3	0.77 AC.	0.460 AC.	174.1'	106.2'

STREET X-SECTION HOLMES AVE.
N.T.S.

STREET X-SECTION 64TH STREET
N.T.S.

STREET X-SECTION LUCRETIA AVE.
N.T.S.

LEGAL DESCRIPTION:

LOT 365 OF RIVERDALE ACRES AS SHOWN IN MAP BOOK 13 PAGE 76 OF MAPS ON RECORD IN THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA.

PROJECT NOTES:

THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
THE PROJECT IS NOT WITHIN A SPECIFIC PLAN.
THE PROJECT IS NOT WITHIN A COMMUNITY SERVICE DISTRICT.
DEDICATIONS ARE PROPOSED AND ARE SHOWN.
THERE ARE NO WELLS UPON THIS PROJECT OR WITHIN 200 FEET (FIRE HYDRANT AS SHOWN)
SUBSURFACE SEPTIC SEWAGE DISPOSAL INTENDED.
THE PROJECT IS NOT SUBJECT TO LIQUEFACTION, OR OTHER GEOLOGICAL HAZARDS.
THE PROJECT IS NOT WITHIN A SPECIAL STUDIES ZONE.
THERE ARE NO BUILDINGS UPON THIS PROJECT.
NO BUILDINGS ARE PROPOSED AT THIS TIME.
NO OPEN AREAS, OPEN SPACE, OR RECREATIONAL AREAS PROPOSED.
SCHOOL DISTRICT: CORONA-NORCO UNIFIED #2
PROPOSED IMPROVEMENT: SCHEDULE G
CURRENT AND PROPOSED ZONING A-1
ALL PROPERTIES SURROUNDING THE SITE ARE IMPROVED
SETBACK DIMENSIONS: FRONT: 20', SIDES: 5'; REAR: 10'
NO PAVED AREAS PROPOSED UPON THE LAND AT THIS TIME.

EXISTING ZONING: A-1
EXISTING USE: VACANT
PROPOSED USE: RESIDENTIAL
GENERAL PLAN: LDR - COUNTRY NEIGHBORHOOD

UTILITY PURVEYORS:

WATER DISTRICT: SANTA ANA RIVER CO. 951 685-6503
SEWER: SEPTIC (PER AM/PAC SOILS PERC TEST 2/15/05)
GAS: SO. CAL. GAS
ELECTRICITY: SCE CORP.
TELEPHONE: VERIZON
CABLE: NA

PROPERTY DATA:

APN 157-150-001
ZONING A-1, GENERAL PLAN: LDR-COUNTRY
PROPOSED ZONING: A1 COUNTRY NEIGHBORHOOD
ADDRESS: 11337 HOLMES AVENUE
LOT SIZE: 1.48 ACRES NET
FLOOD ZONE: C
LAND USE: VACANT
PROPOSED USE: RESIDENTIAL

APPLICANT:

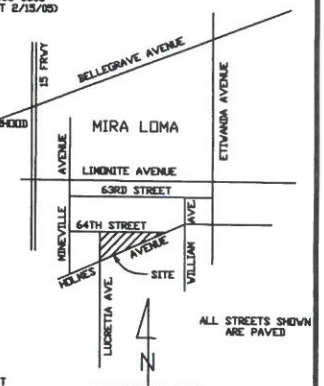
JOSE CORDERO
4105 PYRITE STREET
RIVERSIDE, CA 92509
(626) 497-2460

OWNER:

LI JUAN ZHENG & DA XIONG
13511 SAN LUIS AVENUE
CHINO, CA 91710
(626) 497-2460

BASIS OF ELEVATION:

RIVERSIDE COUNTY BENCHMARK ML 40-5
A BRASS DISK SET ON TOP OF CONCRETE POST
270 FEET NORTH OF THE INTERSECTION OF
WINEVILLE AVE. AND HOLMES AVE. 23 FEET
EAST OF WINEVILLE, 3 FEET SOUTHEAST OF PP
#1483532E. A BRASS DISK STAMPTED ML 40-5
ELEVATION = 647.374



ALL STREETS SHOWN ARE PAVED

VICINITY MAP
THOMAS GUIDE PAGE 683 GRID H-6
N.T.S.

EASEMENT NOTES:

1 = AN EASEMENT IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY RECORDED 2/01/1926 IN BOOK 662 PAGE 402 OF DEEDS.
2 = AN EASEMENT FOR PIPELINE PURPOSES RECORDED 3/22/1937 IN BOOK 316, PAGE 269 CANNOT BE LOCATED PER THE RECORD.

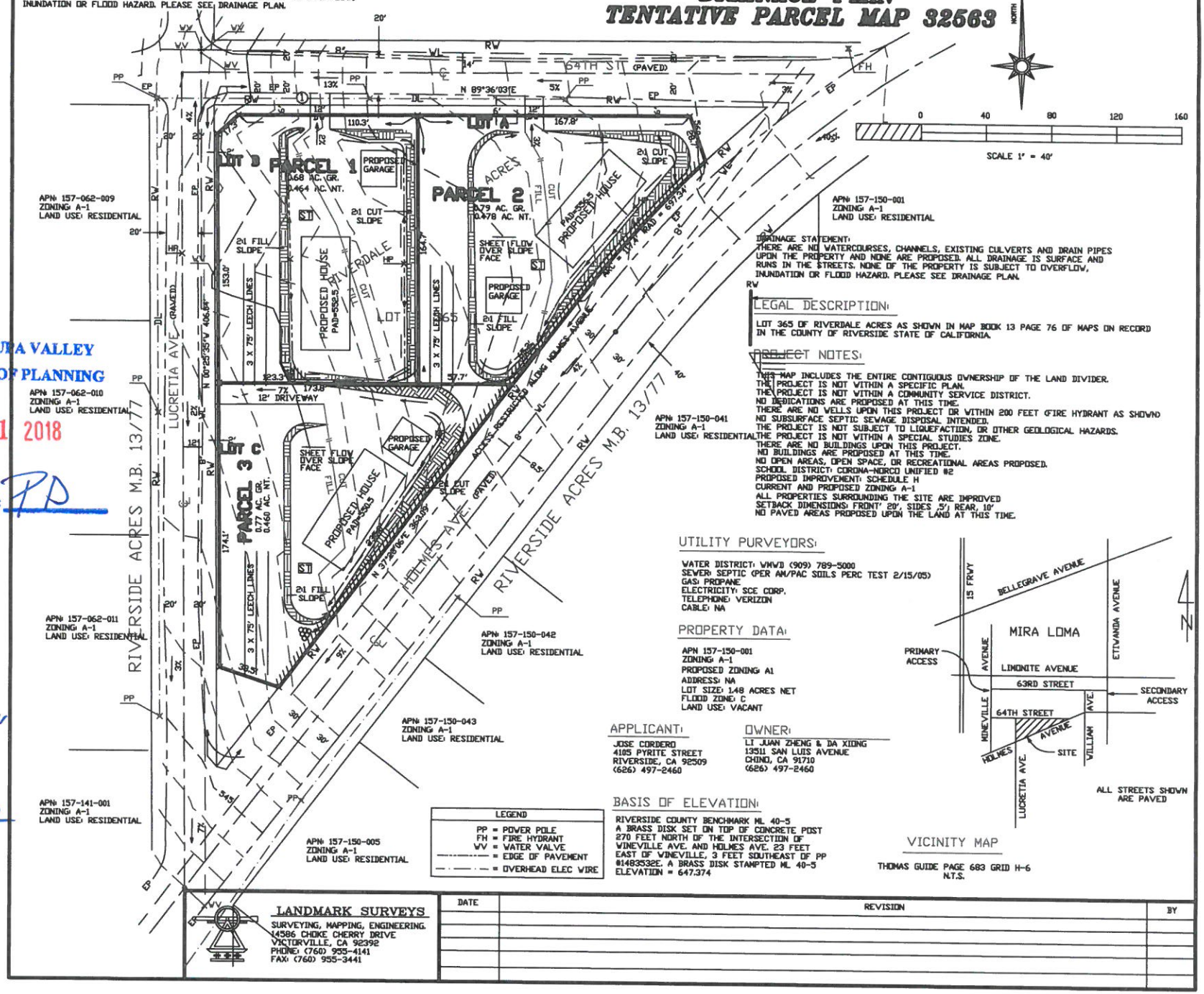
DATE	REVISION	BY
4/11/2018	water lines added; cutbacks added; rolled curbs added; owner info edited,	DCG
5/24/2018	corner cutbacks corrected; bold line new rw; restricted access holmes; dedicate 2' lucretia.	

LANDMARK SURVEYS
SURVEYING, MAPPING, ENGINEERING.
14306 CHOKE CHERRY DRIVE
VICTORVILLE, CA 92392
PHONE: (760) 955-4141
FAX: (760) 955-3441

DRAINAGE STATEMENT:
THERE ARE NO WATERCOURSES, CHANNELS, EXISTING CULVERTS AND DRAIN PIPES UPON THE PROPERTY AND NONE ARE PROPOSED. ALL DRAINAGE IS SURFACE AND RUNS IN THE STREETS. NONE OF THE PROPERTY IS SUBJECT TO OVERFLOW, INUNDATION OR FLOOD HAZARD. PLEASE SEE DRAINAGE PLAN.

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

DRAINAGE PLAN
TENTATIVE PARCEL MAP 32563



DRAINAGE STATEMENT:
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LEGAL DESCRIPTION:

LOT 365 OF RIVERDALE ACRES AS SHOWN IN MAP BOOK 13 PAGE 76 OF MAPS ON RECORD IN THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA.

PROJECT NOTES:

THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
THE PROJECT IS NOT WITHIN A SPECIFIC PLAN.
THE PROJECT IS NOT WITHIN A COMMUNITY SERVICE DISTRICT.
NO DEDICATIONS ARE PROPOSED AT THIS TIME.
THERE ARE NO WELLS UPON THIS PROJECT OR WITHIN 200 FEET OFIRE HYDRANT AS SHOWN
NO SUBSURFACE SEPTIC SEWAGE DISPOSAL INTENDED.
THE PROJECT IS NOT SUBJECT TO LIQUEFACTION, OR OTHER GEOLOGICAL HAZARDS.
THE PROJECT IS NOT WITHIN A SPECIAL STUDIES ZONE.
THERE ARE NO BUILDINGS UPON THIS PROJECT.
NO BUILDINGS ARE PROPOSED AT THIS TIME.
NO OPEN AREAS, OPEN SPACE, OR RECREATIONAL AREAS PROPOSED.
SCHOOL DISTRICT: CORONA-NORCO UNIFIED #2
PROPOSED IMPROVEMENT: SCHEDULE H
CURRENT AND PROPOSED ZONING: A-1
ALL PROPERTIES SURROUNDING THE SITE ARE IMPROVED
SETBACK DIMENSIONS: FRONT 20', SIDES 5', REAR, 10'
NO PAVED AREAS PROPOSED UPON THE LAND AT THIS TIME.

UTILITY PURVEYORS:

WATER DISTRICT: WMWD (909) 789-5000
SEWER: SEPTIC (PER AM/PAC SOILS PERC TEST 2/15/05)
GAS: PROPANE
ELECTRICITY: SCE CORP.
TELEPHONE: VERIZON
CABLE: NA

PROPERTY DATA:

APN 157-150-001
ZONING: A-1
PROPOSED ZONING: A1
ADDRESS: NA
LOT SIZE: 1.48 ACRES NET
FLOOD ZONE: C
LAND USE: VACANT

APPLICANT:

JOSE CORDERO
4105 PYRITE STREET
RIVERSIDE, CA 92509
(626) 497-2460

OWNER:

LI JUAN ZHENG & DA XIONG
13511 SAN LUIS AVENUE
CHINO, CA 91710
(626) 497-2460

BASIS OF ELEVATION:

RIVERSIDE COUNTY BENCHMARK ML 40-5
A BRASS DISK SET ON TOP OF CONCRETE POST 270 FEET NORTH OF THE INTERSECTION OF WINEVILLE AVE. AND HOLMES AVE. 23 FEET EAST OF WINEVILLE, 3 FEET SOUTHEAST OF PP #1483532E. A BRASS DISK STAMPTED ML 40-5
ELEVATION = 647.374

LEGEND	
PP	= POWER POLE
FH	= FIRE HYDRANT
WV	= WATER VALVE
————	= EDGE OF PAVEMENT
—·—·—	= OVERHEAD ELEC WIRE

ALL STREETS SHOWN ARE PAVED

VICINITY MAP

THOMAS GUIDE PAGE 683 GRID H-6
N.T.S.

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14586 CHOKE CHERRY DRIVE
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PHONE: (760) 955-4141
FAX: (760) 955-3441

DATE	REVISION	BY

CITY OF JURUPA VALLEY
DEPARTMENT OF PLANNING
JUL 31 2018
APPROVED BY: PD

7-31-18
Approved at Public Hearing "Director's"
by: R. Lopez

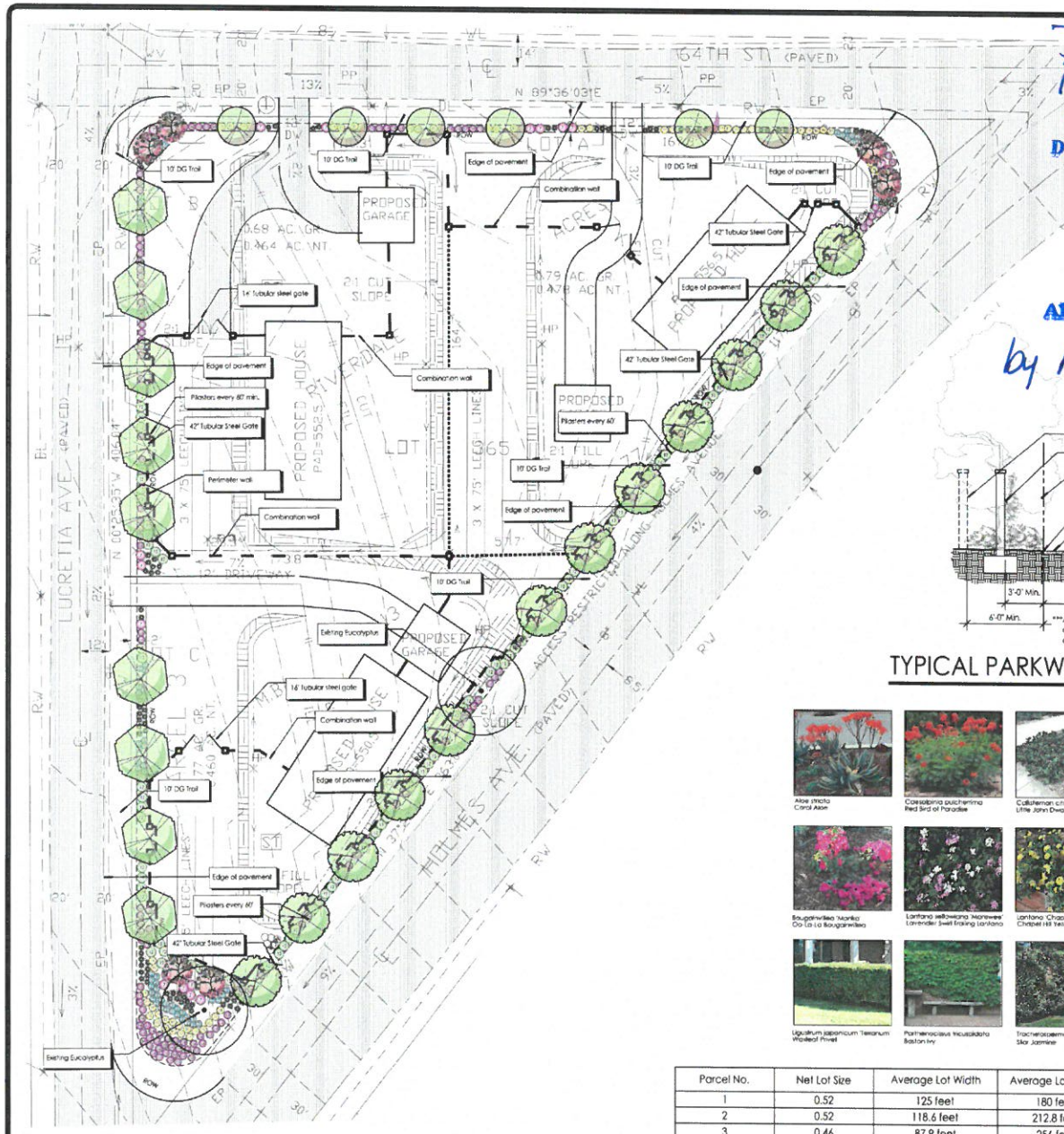
Approved on 7-31-18 @

Planning Director's Hearing

CITY OF JURUPA VALLEY
DEPARTMENT OF PLANNING

JUL 31 2018

APPROVED BY: DD
by R. Lopez



Responsibility of Landscape Maintenance

The maintenance of this site and the adjacent right of way areas is the sole responsibility of the property owners of each parcel or the HOA required to be formed as a condition of the projects approval. All landscape areas will be maintained in accordance with the City of Jurupa Valley Municipal Code at an appropriate level to maintain the aesthetic value added to the community by this project.

Wall and Fence Legend

Symbol	Description
	16" x 16" x 6' High perimeter wall pilaster, spaced not to exceed 20 feet, natural gray color, split face all sides with QCP 18" wide Cruz pilaster cap, color latte cap.
	42" W x 6' T Tubular steel gate painted black.
	14' W x 6' T Double swing tubular steel gate painted black.
	6' High masonry perimeter wall, natural gray color, split face finish street side with QCP 10" wide Cruz wall cap, color latte cap.
	30" High masonry Combination wall, natural gray color, split face finish street side with QCP 10" wide Cruz wall cap, color latte cap with 42" tall tubular steel fence painted black
	6' High precision block wall color to match split face with precision block cap.

*** Treat all street facing sides of perimeter walls with Sherwin Williams Arm-Guard® Coating or approved equal.

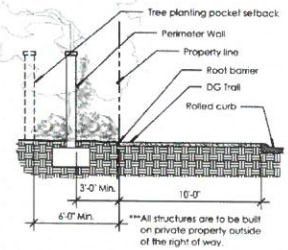
Tree Legend

Botanical Name / Common Name	Size	Mature Size Spread	Mature Size Height
Cercis canadensis 'Oklahoma' Texas Redbud	24" Box	15-20'	15-20'
Rhus lancea African Sumac	24" Box	20-30'	20-30'
Platanus acerifolia 'Bloodgood' Bloodgood London Plane Tree	24" Box	30-40'	40-80'
Lagerstroemia indica Crape Myrtle	24" Box	6-15'	15-25'

Planting Legend

Botanical Name / Common Name	Size	Mature Size Spread	Mature Size Height
Aloe striata Coral Aloe	5 gal	30"	24"
Caesalpinia pulcherrima Red Bird of Paradise	5 gal	8'	8'
Callistemon citrinus 'Little John' Little John Dwarf Bottlebrush	1 gal	5'	3'
Bougainvillea 'Monka' Oo-La-La Bougainvillea	5 gal	6'	18"
Lantana sellowiana 'Monsweet' Lavender Swirl Trailing Lantana	1 gal	36"	12"
Lantana 'Chapel Hill Yellow' Chapel Hill Yellow Lantana	1 gal	36"	16"
Ligustrum japonicum 'Texanum' Wavelaf Privet	5 gal	4'	8'

*** Plant 5 gallon vines on all street facing sides of perimeter walls at 15' on center. Parthenocissus tricuspidata for north and east facing walls and Trachelospermum jasminoides for south and west facing walls.



TYPICAL PARKWAY SECTION

NOTE: PLANT QUALITY REQUIREMENTS
All plant materials shall be full vigorous & healthy nursery stock - including the top of plant and the root system. All plant materials shall meet the current American Standard for Nursery Stock (ANSI Z60.1-2004). The Landscape Architect must be contacted regarding all plant materials as they arrive on-site, prior to their installation. The plant material supplier and/or landscape contractor shall provide guaranteed evidence to the landscape inspector that all plant material is consistent with the approved plant legend containing genus, species, cultivar, and size specified. All plant material not consistent with the plant legend may be rejected. The Landscape Architect shall approve plant materials for installation on-site or shall be sent representative photographs of same. The Landscape Architect reserves the right to reject unacceptable plant materials.

Unacceptable conditions for plants in general:
Plant materials that are the incorrect species.
Plants materials with apparent fungal disease (mildew, rust, black-spot, etc.). Plants that are defoliated due to stress or disease. Foliage that is chlorotic, wind or frost burned, or in any other way damaged.

Unacceptable conditions for root systems:
Plants with exposed roots, girdled roots, overgrown or undersized root systems will be considered unacceptable.

TREE SELECTION:
Trees are required to stand on their own without the support of the nursery stake. Trees must also be free of disease, infestations, signs of heavy pruning within the canopy, broken primary limbs or leaders, and damage. New trees planted within the project area are to be installed per the detail below. The tree pit is to be excavated to measure 3 x root ball at the finish grade surface and be tapered to root ball width at pit bottom. Do not over-excavate the tree pit depth. After tree placement the tree pit is to be backfilled with clean native soil only. Trees are to be triple stake as shown on detail.

ROOT BARRIER
Use Linear Root Barrier when tree is within 5' min. distance adjacent to hardscape areas. Root Barriers shall be installed in sheets parallel with hardscape w/ top edge placed 1" below grade. Root Barrier shall extend the expected length of tree canopy as shown per plan. Barriers shall be placed at a slight angle (75°) with base of barrier directed under hardscape & away from tree.

Parcel No.	Net Lot Size	Average Lot Width	Average Lot Depth
1	0.52	125 feet	180 feet
2	0.52	118.6 feet	212.8 feet
3	0.46	87.9 feet	256 feet

Project Location Map

Project Vicinity Map

Landscape Dynamics
URBAN | ECOSYSTEM | SOLUTIONS
Landscape Architecture - Consulting
Project Management - Certified Arborist
3589 Lucas Street, Riverside, California
(951) 264-4839
DESIGN PROJECT MANAGER
Greg Zoll
gregzoll@landscapedynamics.net
(951) 264-4839

REVISIONS	BY

Preliminary Landscape and Wall Plan

MA17089 (TPM32563)
APN: 157-150-001
11337 Holmes Avenue

0 10 20 40
Scale 1" = 20'

North

DRAWN BY: GPZ
DESIGN: GPZ
DATE: 7/20/2018
SCALE: As Noted
JOB NO.: 0254-Jurupa
SHEET: ONE
OF (two)

Tree Legend

Botanical Name / Common Name	Size	Max Mature Size Spread	Height
Cercis canadensis 'Oklahoma' Texas Redbud	24" Box	15-20'	15-20'
Rhus lancea African Sumac	24" Box	20-35'	20-30'
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Lantana sellowiana 'Monrowe' Lavender Swirl Trailing Lantana	1 gal	36"	12"
Lantana 'Chapel Hill Yellow' Chapel Hill Yellow Lantana	1 gal	36"	16"
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Wall and Fence Legend

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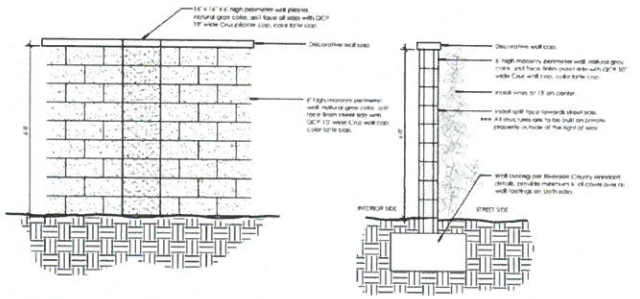
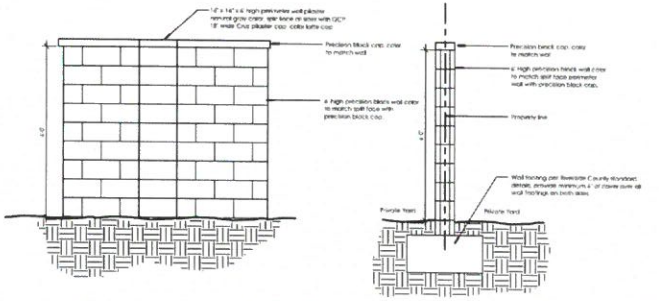
	42" W x 6' T Tubular steel gate painted black
	16' W x 6' T Double swing tubular steel gate painted black.
	6' High masonry perimeter wall, natural gray color, split face finish street side with QCP 10" wide Cruz wall cap, color lattie cap.
	30" High masonry Combination Wall, natural gray color, split face finish street side with QCP 10" wide Cruz wall cap, color lattie cap with 42" tall tubular steel fence painted black.
	6' High precision block wall color to match split face with precision block cap.

*** Treat all street facing sides of perimeter walls with Sherwin Williams Anti-Graffiti Coating or approved equal.

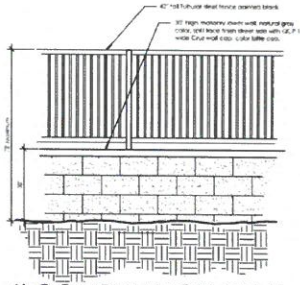
TYPICAL FRONT YARD LANDSCAPE PLAN



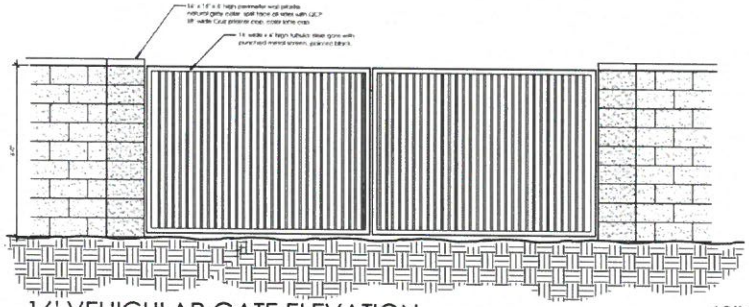
PERIMETER WALL ELEVATION



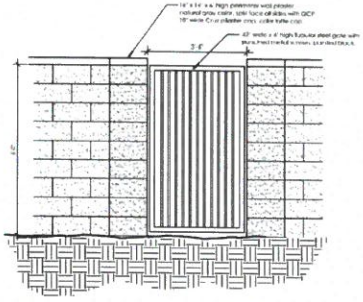
PROPERTY LINE WALL ELEVATION



6' COMBINATION WALL



16' VEHICULAR GATE ELEVATION



42" WIDE ACCESS GATE ELEVATION

Project Location Map

Project Vicinity Map

Landscape Dynamics
URBAN | ECOSYSTEM | SOLUTIONS
Landscape Architecture · Consulting
Water Management · Certified Arborists
3389 Vivian Street · Riverside, California
(951) 264-4839
DESIGN PROJECT MANAGER:
Greg Zoll
gregzoll@landscapedynamics.net
(951) 264-4839

REVISIONS	BY

Preliminary Landscape and Wall Plan

MA17089 (TPM32563)
APN: 157-150-001
11337 Holmes Avenue

0 5 10 20
Scale 1" = 10'

North

DRAWN BY	GPZ
DESIGNED	GPZ
DATE	7/20/2018
SCALE	As Noted
JOB NO.	0254-Jurupa
SHEET	TWO
OF	(two)

SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
PM32563

This agreement, made and entered as of May 7, 2020, by and between the City of Jurupa Valley, State of California, hereinafter called City, and Da XIONG, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as S/E corner of Lucretia Ave and 64th Street (PM32563, IP19-002), hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24**)** months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of one hundred thirty-five thousand five-hundred dollars $ 135,500.

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

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

to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

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

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

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

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

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

herein, if Subdivider fails to take such action as is necessary to comply with said notice; Subdivider shall be in default of this agreement.

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

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

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

City	Subdivider
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Da XIONG 2150 Valley View Norco, CA 92860

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

THIRTEENTH: To the extent required by Labor Code Section 1720, Subdivider and its contractors shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements required by this Agreement. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the work required by this Agreement from the Director of the Department of Industrial Relations and on its website at http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm. These rates are on file with or available from the City Clerk. Copies may be obtained at cost at the City Clerk's office of Jurupa Valley. Subdivider shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Subdivider shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Subdivider shall forfeit to the City, as a

penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any contractor or subcontractor under him or her, in violation of the provisions of this agreement

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

SUBDIVIDER

Da Xiong

_____

Name:
President

_____

Name:
Secretary

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

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

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

"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

APPROVED:

_____
Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

_____
Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18

SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
PM32563

This agreement, made and entered as of _____ 2020, by and between the City of Jurupa Valley, State of California, hereinafter called City, and Da XIONG, , hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as S/E corner of Lucretia Ave and 64th Street (PM32563, IP19-002), hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of one hundred thirty five thousand five hundred dollars $ 135,500.

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

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

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

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

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

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

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

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

SUBDIVIDER

Da Xiong

Da Xiong

Name:
President

Name:
Secretary

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

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

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

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On April 1, 2020 before me, Sarah Palmer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SARAH PALMER
Notary Public - California
Riverside County
Commission # 2230940
My Comm. Expires Feb 11, 2022

Signature Sarah Palmer (Seal)

"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

_____

Brian Berkson
Mayor

ATTEST:

_____

Vicki Wasko, CMC
City Clerk

APPROVED:

_____

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

_____

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18

City of Jurupa Valley

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

FOR:	Streets and Drainage	$135,500	Location	S/E corner of Lucretia Ave and 64th Street (PM32563 IP19-002)
	Water System	$ 0	Bond No.	Cash bond
	Sewer System	$ 0	Premium	

Surety	Cash bond	Principal	Da Xiong
Address		Address	2150 Valley View
City/State		City/State	Norco/CA
Zip code		Zip	92860
Phone		Phone	818-296-8509

WHEREAS, the City of Jurupa Valley, State of California, and Da Xiong(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to S/E corner of Lucretia Ave and 64th Street (PM32563, IP19-002), which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of one hundred thirty five thousand five hundred dollars ($135,500) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including

City of Jurupa Valley

reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on 4-1-2020, _____.

NAME OF PRINCIPAL: Da Xiong

AUTHORIZED SIGNATURE(S):

By: Da Xiong
Name:
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

AUTHORIZED SIGNATURE: _____

Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On April 1, 2020 before me, Sarah Palmer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SARAH PALMER
Notary Public - California
Riverside County
Commission # 2230940
My Comm. Expires Feb 11, 2022

Signature Sarah Palmer **(Seal)**

City of Jurupa Valley

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

FOR:	Streets and Drainage	$67,750	Tract Map	S/E corner of Lucretia Ave and 64th Street (PM32563 IP19-002)
	Water System	$ 0	Bond No.	Cash bond
	Sewer System	$ 0	Premium	

Surety	Cash bond	Principal	Da Xiong
Address		Address	2150 Valley View
City/State		City/State	Norco/CA
Zip code		Zip	92860
Phone		Phone	818-296-8509

WHEREAS, the City of Jurupa Valley, State of California, and Da Xiong (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to S/E corner of Lucretia Ave and 64th Street (PM32563, IP19-002), which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of sixty seven thousand seven hundred fifty dollars ($67,750) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

City of Jurupa Valley

MATERIAL AND LABOR BOND

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on 4-1-2020, _____.

NAME OF PRINCIPAL: Da Xiong

AUTHORIZED SIGNATURE(S):

By: Da Xiong
Name:
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: _____

AUTHORIZED SIGNATURE: _____
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On April 1, 2020 before me, Sarah Palmer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SARAH PALMER
Notary Public - California
Riverside County
Commission # 2230940
My Comm. Expires Feb 11, 2022

Signature Sarah Palmer (Seal)

RETURN TO AGENDA

STAFF REPORT

DATE: **MAY 7, 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. 14.H**

RELEASE OF IMPROVEMENT BONDS FOR PARCEL MAP 37005 LOCATED ON THE NORTHWEST CORNER OF DE FOREST CIRCLE AND NOBEL COURT (DAVIS JCR MIRA LOMA INDUSTRIAL LAND INVESTORS, LLC)

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

2. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien; and

3. Direct the City Engineer to release the Performance Bond for the water and sewer improvements.

BACKGROUND

Parcel Map 37005, also known as the Mira Loma Commerce Center, was approved by the City Council on November 15, 2018. The development is for five industrial buildings totaling 169,443 square feet on a 12.76 acre site. The developer installed water and sewer systems to serve the buildings per approved plans. Executed Subdivision Agreements and bonds were provided by the developer to secure the required improvements.

This action releases the Faithful Performance Bond and Material and Labor Bond held as surety of the improvements.

ANALYSIS

The developer, Davis JCR Mira Loma Industrial Land Investors, LLC., completed construction of the required improvements for Parcel Map 37005. Staff inspected the improvements for compliance with the approved plans, adopted conditions of approval, and the Jurupa Community Services District has accepted the water and sewer systems as installed. All improvements have been constructed and completed to the satisfaction of the City Engineer.

OTHER INFORMATION

Previous Actions:

- City Council meeting of November 15, 2018: City Council approved Final Parcel Map 37005, subdivision agreements, and improvements bonds.

FISCAL IMPACT

The City has received development fees and payments as part of the obligations defined in the Municipal Code.

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

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

Reviewed by:

Steve R. Loriso, PE
City Engineer/Director of Pubic Works

Submitted by:

Rod Butler
City Manager

Prepared by:

Tina M. York, PE
Development Services Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form by:

Peter M. Thorson
City Attorney

Reviewed by:

Connie Cardenas
Director of Administrative Services

Attachments:

1. Parcel Map 37005

NUMBER OF PARCELS: 5
NUMBER LOTS (O.S.): 1
GROSS ACREAGE: 12.76 AC

SHEET 1 OF 4 SHEETS

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

PARCEL MAP NO. 37005

BEING A SUBDIVISION OF PARCELS A AND B AS SHOWN ON LLA NO. 3552 RECORDED AS INSTRUMENT NO. 92-144956 ON APRIL 23, 1992 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY LYING WITHIN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

KIMLEY-HORN AND ASSOCIATES, INC *APRIL 2018*

RECORDERS STATEMENT

FILED THIS 29th DAY OF November, 2018
AT 2:19 P.M. IN BOOK 246 OF PARCEL MAPS IN PAGES 14-17
AT THE REQUEST OF THE CLERK OF THE CITY OF JURUPA VALLEY.
NO. 2018-0466693
FEE $ 15.00

PETER ALDANA
COUNTY ASSESSOR-CLERK RECORDER
BY Yuma DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE

OWNERSHIP CERTIFICATE:

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

WE HEREBY DEDICATE TO THE PUBLIC AN "EMERGENCY VEHICLE ACCESS EASEMENT" AS SHOWN HEREON, FOR EMERGENCY VEHICLE ACCESS PURPOSES.

WE HEREBY RESERVE HEREON A "RECIPROCAL INGRESS AND EGRESS ACCESS EASEMENT " FOR THE BENEFIT OF PARCEL 3.

WE ALSO HEREBY RETAIN LOT 1, FOR PARKLAND AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES WITHIN THIS PARCEL MAP.

DAVIS JCR MIRA LOMA INDUSTRIAL LAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: DAVIS TOWNSHIP 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: DAVIS MLCC LIMITED LIABILITY COMPANY, A CALIFORNIA LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: _____
ROBERT J. THIERGARTNER, ITS MANAGER

BENEFICIARY

FARMERS AND MERCHANTS BANK OF LONG BEACH, A CALIFORNIA CORPORATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 08, 2017 AS DOCUMENT NO. 2017-0373992 OF OFFICIAL RECORDS.

_____

RICHARD ROBINSON FVP
PRINT NAME PRINT TITLE

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF Orange) SS

ON June 13, 2018 BEFORE ME Rebecca Krieger NOTARY PUBLIC, PERSONALLY APPEARED Robert J. Thiergartner, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND
Rebecca Krieger
SIGNATURE
Rebecca Krieger
PRINT NAME
MY COMMISSION NUMBER 2131378
MY COMMISSION EXPIRES Nov 20, 2019
MY PRINCIPAL PLACE OF BUSINESS IS Orange COUNTY.

TAX BOND CERTIFICATE

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

~~DATE: _____, 20____~~

~~CASH OR SURETY TAX BOND~~
~~JON CHRISTENSEN, COUNTY TAX COLLECTOR~~
~~BY: _____, DEPUTY~~

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

ON JUNE 13, 2018 BEFORE ME KAYO FUJIOKA YOSHIKAWA NOTARY PUBLIC, PERSONALLY APPEARED RICHARD ROBINSON, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND
_____
SIGNATURE
KAYO FUJIOKA YOSHIKAWA
PRINT NAME
MY COMMISSION NUMBER 2076955
MY COMMISSION EXPIRES AUG 7, 2018
MY PRINCIPAL PLACE OF BUSINESS IS ORANGE COUNTY.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF DANIEL KARCHER IN JULY 2017. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY.

June 12, 2018
MICHAEL J. KNAPTON, L.S. 8012, EXPIRES 12/31/2018

LICENSED LAND SURVEYOR
MICHAEL J. KNAPTON
No. 8012
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP 37005 AS FILED, AMENDED AND APPROVED BY THE CITY COUNCIL ON AUGUST 17, 2017, THE EXPIRATION DATE BEING AUGUST 17, 2020, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 11/12, 2018

MICHAEL MYERS, R.C.E. 30702
CITY SURVEYOR

LICENSED PROFESSIONAL ENGINEER
MICHAEL D. MYERS
No. 30702
Exp. 3/31/19
CIVIL
STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT:

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE PARCEL MAP.

THE EASEMENT FOR "EMERGENCY VEHICLE ACCESS" PURPOSES IS HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS.

DATE: 11-16, 2018

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

BY: _____
MICHEAL GOODLAND, MAYOR

ATTEST:
CITY CLERK
BY: Victoria Wasko
VICTORIA WASKO, CITY CLERK

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) (i-viii) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, HOLDER OF AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES AS ACCEPTED PER PER INSTRUMENT NO. 94075, RECORDED MARCH 15, 1996, AND RE-RECORDED AS INSTRUMENT NO. 138345, RECORDED APRIL 17, 1996, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

OAC/KOLL MIRA LOMA ASSOCIATES, HOLDER OF EASEMENTS PER DOCUMENT RECORDED SEPTEMBER 4, 1991 AS INSTRUMENT NO. 306318, MODIFIED PER DOCUMENTS RECORDED DECEMBER 10, 1991 AS INSTRUMENT NO. 427705, MAY 14, 1992 AS INSTRUMENT NO, 174939, SEPTEMBER 28, 1993 AS INSTRUMENT NO. 378277 AND NOVEMBER 1, 1995 AS INSTRUMENT NO. 366155, ALL OF OFFICIAL RECORDS.

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

ALAMEDA & SAN JOAQUIN, ET AL, OWNER OF ALL MINERAL RIGHTS AS PRESERVED IN DOCUMENT RECORDED APRIL 17, 1985 AS INSTRUMENT NO. 80200, OFFICIAL RECORDS.

JAMES F. LIEBENGUTH, OWNER OF MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DEED RECORDED JANUARY 29, 1968 AS INSTRUMENT NO. 8206, OFFICIAL RECORDS.

FRED J. RUSSELL, OWNER OF MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DEED RECORDED JANUARY 29, 1968 AS INSTRUMENT NO. 8207, OFFICIAL RECORDS.

UPLAND INDUSTRIES CORPORATION, A NEVADA CORPORATION, OWNER OF MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AS RESERVED BY DEED RECORDED MAY 1, 1990 AS INSTRUMENT NO. 158886, OFFICIAL RECORDS.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES. ~~EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____~~.
DATE: OCTOBER 29, 2018.

JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: Donald Jackson, DEPUTY

SEC. 4, T.2S., R.6.W., SCH "E"

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

PARCEL MAP NO. 37005

BEING A SUBDIVISION OF PARCELS A AND B AS SHOWN ON LLA NO. 3552 RECORDED AS INSTRUMENT NO. 92-144956 ON APRIL 23, 1992 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY LYING WITHIN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

KIMLEY-HORN AND ASSOCIATES, INC *APRIL 2018*

BOUNDARY ESTABLISHMENT

NORTH

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50 100 200

POINT "A"
-00°42'01"
C.G.F. : 0.99999292

GRID NORTH
NORTH
GEODETIC
CCS83

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "CNPP" , "EWPP" AND "MLFP" NAD 83 (NSRS2007) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99999292. CALCULATIONS ARE MADE AT POINT "A" WITH COORDINATES OF N: 2318196.954, E: 6175488.803, USING AN ELEVATION OF 807'.

REFERENCES

R1	PM NO. 26365, P.M.B. 172/36-41
R2	CR 1-362
R3	CR 14-0043
R4	MIRA LOMA NO. 1, M.B. 29/62-63

LEGEND

———	INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP
●	INDICATES FOUND MONUMENT AS NOTED
▲	INDICATES GPS MONUMENT AS NOTED
M & R	MEASURED AND RECORD
℄ OR CL	CENTER LINE
S.F.N.	SEARCHED FOUND NOTHING
ESTAB	ESTABLISHED
COR.	CORNER
PP	PLASTIC PLUG
MKD.	MARKED
CFR	CALCULATED FROM RECORD
( )	INDICATES RECORD DATA

MONUMENT AND ESTABLISHMENT NOTES:

(I)	ESTABLISHED BY INTERSECTION.
M1	ESTAB AT RECORD ANGLE FROM E'LY LINE PARCEL 42 PER R1
M2	E'LY LINE R4 ESTAB PARALLEL WITH AND DISTANT 1005' E'LY OF THE OLD CENTERLINE OF ETIWANDA PER R4.
M3	FD 1" 1P W/RIV CO. TRANS PLUG, FLUSH PER R3. ACCEPTED AS CL INT OF ETIWANDA AND IBERIA STREET.
M4	FD 1" IP, OPEN, FLUSH, IN LIEU OF 1" IP W/PP MKD. "LS 3018" PER R3. ACCEPTED AS E'LY TERMINUS OF IBERIA STREET.

EXISTING EASEMENTS:

(1) FLOOD CONTROL EASEMENT ACCEPTED PER RESOLUTION RECORDED 3/15/1996 AS INST. NO. 94075 AND RE-RECORDED 4/17/ 1996 AS INST. NO. 138345, O.R.

(2) PUBLIC UTILITIES EASEMENT PER MB 59/43-44.

(3) PRIVATE DRAINAGE EASEMENT PER R1.

ALAMEDA & SAN JOAQUIN, ET AL, OWNER OF ALL MINERAL RIGHTS AS PRESERVED IN DOC. RECORDED 4/17/1985 AS INST. NO. 80200, O.R. BLANKET IN NATURE.

JAMES F. LIEBENGUTH, OWNER OF MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DEED RECORDED 1/29/ 1968 AS INST. NO. 8206, O.R. BLANKET IN NATURE.

FRED J. RUSSELL, OWNER OF MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DEED RECORDED 1/29/1968 AS INST. NO. 8207, O.R. BLANKET IN NATURE.

UPLAND INDUSTRIES CORPORATION, A NEVADA CORPORATION, OWNER OF MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AS RESERVED BY DEED RECORDED 5/1/1990 AS INST. NO. 158886, O.R. BLANKET IN NATURE.

EASEMENTS PER DOCUMENT RECORDED SEPTEMBER 4, 1991 AS INSTRUMENT NO. 306318, MODIFIED PER DOCUMENTS RECORDED DECEMBER 10, 1991 AS INSTRUMENT NO. 427705, MAY 14, 1992 AS INSTRUMENT NO, 174939, SEPTEMBER 28, 1993 AS INSTRUMENT NO. 378277 AND NOVEMBER 1, 1995 AS INSTRUMENT NO. 366155, ALL OF OFFICIAL RECORDS.
LOCATION IS INDETERMINATE.

LINE DATA TABLE

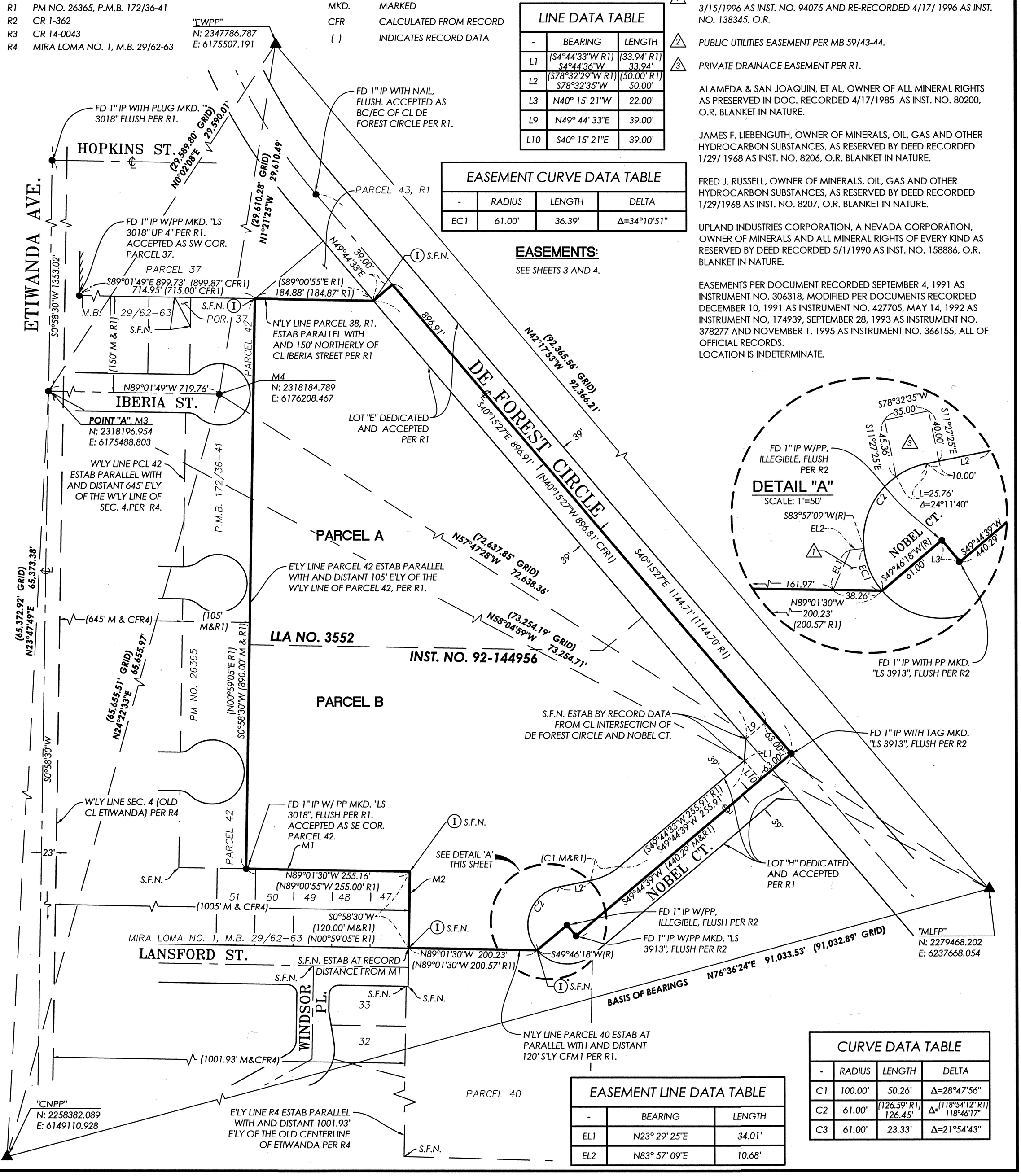
-	BEARING	LENGTH
L1	(S4°44'33"W R1) S4°44'36"W	(33.94' R1) 33.94'
L2	(S78°32'29"W R1) S78°32'35"W	(50.00' R1) 50.00'
L3	N40° 15' 21"W	22.00'
L9	N49° 44' 33"E	39.00'
L10	S40° 15' 21"E	39.00'

EASEMENT CURVE DATA TABLE

-	RADIUS	LENGTH	DELTA
EC1	61.00'	36.39'	Δ=34°10'51"

EASEMENTS:

SEE SHEETS 3 AND 4.



EASEMENT LINE DATA TABLE

-	BEARING	LENGTH
EL1	N23° 29' 25"E	34.01'
EL2	N83° 57' 09"E	10.68'

CURVE DATA TABLE

-	RADIUS	LENGTH	DELTA
C1	100.00'	50.26'	Δ=28°47'56"
C2	61.00'	(126.59' R1) 126.45'	Δ=(118°54'12" R1) 118°46'17"
C3	61.00'	23.33'	Δ=21°54'43"

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

PARCEL MAP NO. 37005

BEING A SUBDIVISION OF PARCELS A AND B AS SHOWN ON LLA NO. 3552 RECORDED AS INSTRUMENT NO. 92-144956 ON APRIL 23, 1992 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY LYING WITHIN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

KIMLEY-HORN AND ASSOCIATES, INC *APRIL 2018*

NORTH

SCALE: 1" = 60'
GRAPHIC SCALE IN FEET
0 30 60 120

EASEMENTS:

(A) EASEMENT TO THE CITY OF JURUPA VALLEY FOR EMERGENCY VEHICLE ACCESS RIGHTS GRANTED HEREON

(B) RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 3 RESERVED HEREON.

SEE SHEET 4 FOR DELINEATION

SURVEYORS NOTES:

○ INDICATES SET MONUMENT WITH TAG MARKED "LS 8012". IF MONUMENT IS LOCATED WITHIN CONCRETE OR WALL, A LEAD AND DISC WITH TAG WILL BE PLACED IF MONUMENT IS LOCATED WITHIN DIRT, A 1" x18" IRON PIPE WITH TAG WILL BE PLACED. IF MONUMENT IS LOCATED WITHIN ASPHALT SET 6" LONG GIN SPIKE WITH WASHER MARKED "L.S. 8012" FLUSH IN ASPHALT.

◉ INDICATES SET 6" LONG GIN SPIKE WITH WASHER MARKED "L.S. 8012" FLUSH IN ASPHALT.

ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10 AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

EXISTING EASEMENTS:

(1) FLOOD CONTROL EASEMENT ACCEPTED PER RESOLUTION RECORDED 3/15/1996 AS INST. NO. 94075 AND RE-RECORDED 4/17/ 1996 AS INST. NO. 138345, O.R.

(2) PUBLIC UTILITIES EASEMENT PER MB 59/43-44.

(3) PRIVATE DRAINAGE EASEMENT PER R1.

ALAMEDA & SAN JOAQUIN, ET AL, OWNER OF ALL MINERAL RIGHTS AS PRESERVED IN DOC. RECORDED 4/17/1985 AS INST. NO. 80200, O.R. BLANKET IN NATURE.

JAMES F. LIEBENGUTH, OWNER OF MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DEED RECORDED 1/29/ 1968 AS INST. NO. 8206, O.R. BLANKET IN NATURE.

FRED J. RUSSELL, OWNER OF MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DEED RECORDED 1/29/1968 AS INST. NO. 8207, O.R. BLANKET IN NATURE.

UPLAND INDUSTRIES CORPORATION, A NEVADA CORPORATION, OWNER OF MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AS RESERVED BY DEED RECORDED 5/1/1990 AS INST. NO. 158886, O.R. BLANKET IN NATURE.

EASEMENTS PER DOCUMENT RECORDED SEPTEMBER 4, 1991 AS INSTRUMENT NO. 306318, MODIFIED PER DOCUMENTS RECORDED DECEMBER 10, 1991 AS INSTRUMENT NO. 427705, MAY 14, 1992 AS INSTRUMENT NO, 174939, SEPTEMBER 28, 1993 AS INSTRUMENT NO. 378277 AND NOVEMBER 1, 1995 AS INSTRUMENT NO. 366155, ALL OF OFFICIAL RECORDS.
LOCATION IS INDETERMINATE.

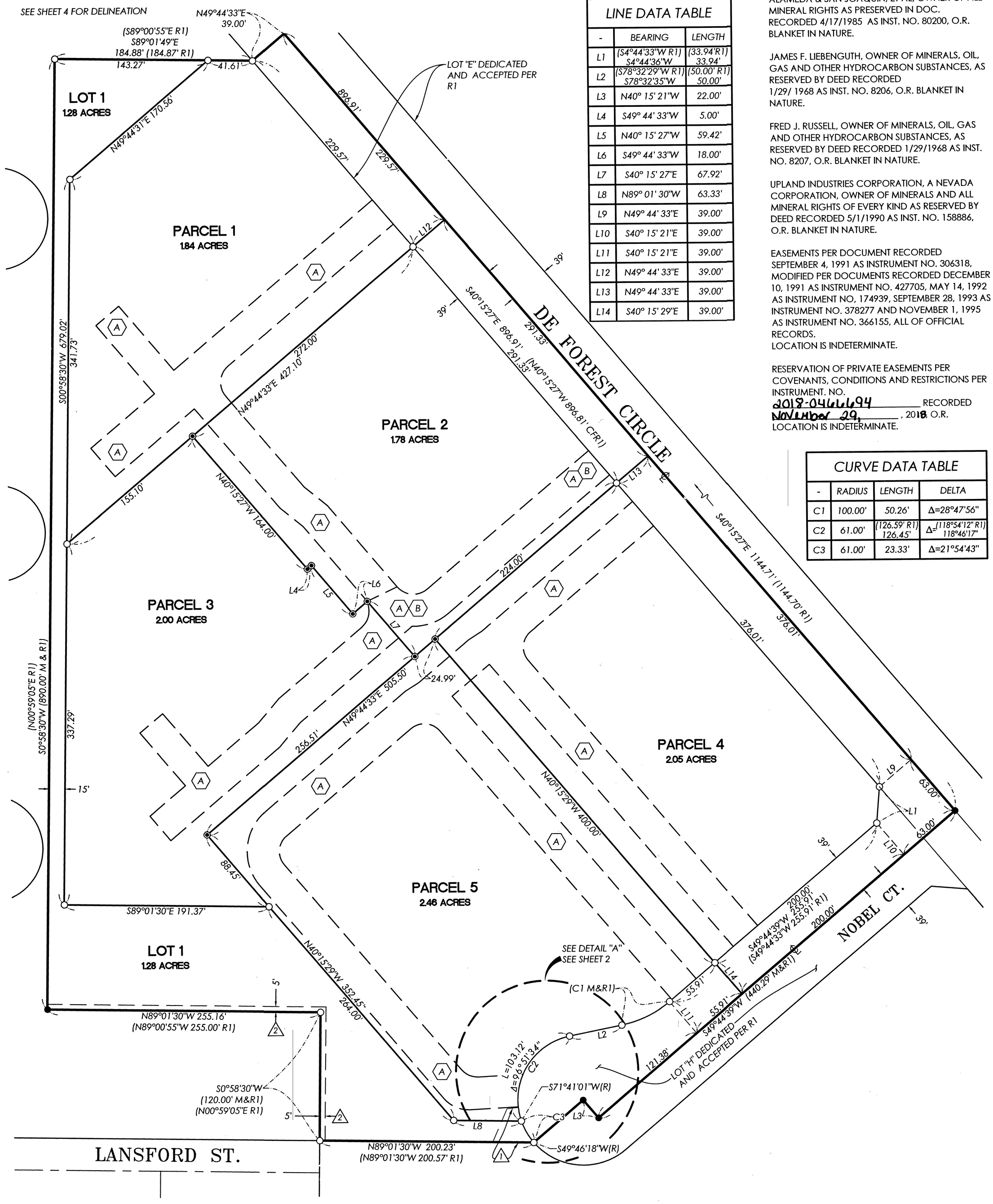
RESERVATION OF PRIVATE EASEMENTS PER COVENANTS, CONDITIONS AND RESTRICTIONS PER INSTRUMENT. NO. 2018-0466694 RECORDED NOVEMBER 29, 2018, O.R.
LOCATION IS INDETERMINATE.

LINE DATA TABLE

-	BEARING	LENGTH
L1	(S4°44'33"W R1) S4°44'36"W	(33.94'R1) 33.94'
L2	(S78°32'29"W R1) S78°32'35"W	(50.00' R1) 50.00'
L3	N40° 15' 21"W	22.00'
L4	S49° 44' 33"W	5.00'
L5	N40° 15' 27"W	59.42'
L6	S49° 44' 33"W	18.00'
L7	S40° 15' 27"E	67.92'
L8	N89° 01' 30"W	63.33'
L9	N49° 44' 33"E	39.00'
L10	S40° 15' 21"E	39.00'
L11	S40° 15' 21"E	39.00'
L12	N49° 44' 33"E	39.00'
L13	N49° 44' 33"E	39.00'
L14	S40° 15' 29"E	39.00'

CURVE DATA TABLE

-	RADIUS	LENGTH	DELTA
C1	100.00'	50.26'	Δ=28°47'56"
C2	61.00'	(126.59' R1) 126.45'	Δ=(118°54'12" R1) 118°46'17"
C3	61.00'	23.33'	Δ=21°54'43"



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

PARCEL MAP NO. 37005

BEING A SUBDIVISION OF PARCELS A AND B AS SHOWN ON LLA NO. 3552 RECORDED AS INSTRUMENT NO. 92-144956 ON APRIL 23, 1992 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY LYING WITHIN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

KIMLEY-HORN AND ASSOCIATES, INC *APRIL 2018*

NORTH

SCALE: 1" = 60'
GRAPHIC SCALE IN FEET
0 30 60 120

EASEMENT DETAIL SHEET

LEGEND:

- *INDICATED THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP*
- *INDICATES LOT LINES*
- *INDICATES EASEMENT LINES*

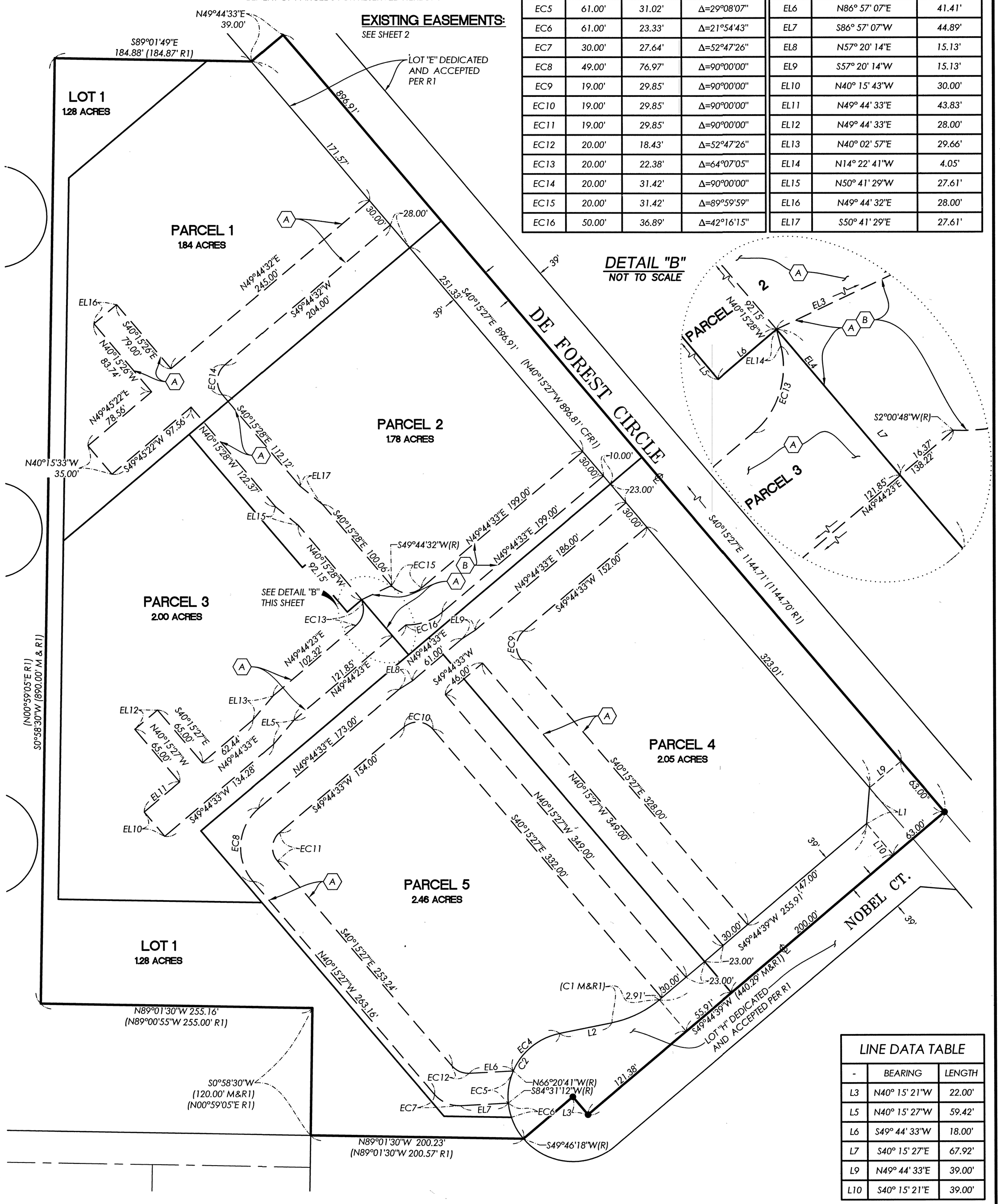
EASEMENTS:

(A) *EASEMENT TO THE CITY OF JURUPA VALLEY FOR EMERGENCY VEHICLE ACCESS RIGHTS GRANTED HEREON*

(B) *RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR RESERVED HEREON.*

EXISTING EASEMENTS:

SEE SHEET 2



EASEMENT CURVE DATA TABLE

-	RADIUS	LENGTH	DELTA
EC4	61.00'	58.44'	Δ=54°53'16"
EC5	61.00'	31.02'	Δ=29°08'07"
EC6	61.00'	23.33'	Δ=21°54'43"
EC7	30.00'	27.64'	Δ=52°47'26"
EC8	49.00'	76.97'	Δ=90°00'00"
EC9	19.00'	29.85'	Δ=90°00'00"
EC10	19.00'	29.85'	Δ=90°00'00"
EC11	19.00'	29.85'	Δ=90°00'00"
EC12	20.00'	18.43'	Δ=52°47'26"
EC13	20.00'	22.38'	Δ=64°07'05"
EC14	20.00'	31.42'	Δ=90°00'00"
EC15	20.00'	31.42'	Δ=89°59'59"
EC16	50.00'	36.89'	Δ=42°16'15"

EASEMENT LINE DATA TABLE

-	BEARING	LENGTH
EL3	S64° 31' 40"W	31.03'
EL4	S40° 15' 27"E	44.92'
EL5	S40° 07' 06"W	29.87'
EL6	N86° 57' 07"E	41.41'
EL7	S86° 57' 07"W	44.89'
EL8	N57° 20' 14"E	15.13'
EL9	S57° 20' 14"W	15.13'
EL10	N40° 15' 43"W	30.00'
EL11	N49° 44' 33"E	43.83'
EL12	N49° 44' 33"E	28.00'
EL13	N40° 02' 57"E	29.66'
EL14	N14° 22' 41"W	4.05'
EL15	N50° 41' 29"W	27.61'
EL16	N49° 44' 32"E	28.00'
EL17	S50° 41' 29"E	27.61'

LINE DATA TABLE

-	BEARING	LENGTH
L3	N40° 15' 21"W	22.00'
L5	N40° 15' 27"W	59.42'
L6	S49° 44' 33"W	18.00'
L7	S40° 15' 27"E	67.92'
L9	N49° 44' 33"E	39.00'
L10	S40° 15' 21"E	39.00'

RETURN TO AGENDA

STAFF REPORT

DATE: **MAY 7, 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. 14.I**

RESOLUTION AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JUJRUPA VALLEY AND AMENDING THE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL NEW DEVELOPMENT NOT OTHERWISE EXEMPT IN THE CITY OF JURUPA VALLEY

RECOMMENDATION

1. That the City Council adopt Resolution No. 2020-23, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY

BACKGROUND

Western Riverside Council of Governments (WRCOG) is a joint powers agency currently comprised of the County of Riverside and eighteen (18) cities located in Western Riverside County. In 1999-2002 the then WRCOG member jurisdictions, 14 cities and Riverside County at that time, developed a plan whereby there was identified a shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials of the western county area which appropriately could be attributed to projected new development in western Riverside County. It was determined that this shortfall could be made up in part by implementation of a new, fair share, revenue source from future residential, commercial, and industrial development, termed Transportation Uniform Mitigation Fee (TUMF). In 2002 the first Western Riverside County Transportation Uniform Fee Nexus Study was adopted by the WRCOG

Executive Committee and approved by the 14 cities and the County for the unincorporated areas of western Riverside County. Since then the Nexus study has undergone three major updates, the latest being the 2016 update. Through 2019 about $843 million in TUMF Program revenues have been collected for improvement of the western county area transportation infrastructure.

As a current member agency of WRCOG, joining on July 29, 2011 after the City was incorporated out of a portion of Riverside County, Jurupa Valley participated in the preparation of a the WRCOG Transportation Uniform Fee Nexus Study 2016 Update. The study was adopted by the WRCOG Executive Committee in July 2017 and approved by the member agencies, each with their respective implementing ordinance. Jurupa Valley adopted Ordinance No. 2017-13 effective November 1, 2017 and, as provided in the ordinance, an associated fee Resolution No. 2017-51 was approved effective the same date.

ANALYSIS & DISCUSSION

The matter before the City Council is the consideration of an adjustment to the TUMF Program fee schedule that is contained in Resolution No. 2017-51 which currently are the fees assessed to all new development occurring in the City which developments are not otherwise exempted by the City Ordinance 2017-13.

City Ordinance 2017-13 Section 3.70.040 C, Fee Adjustment and now Section 3.70.040(C) of the Jurupa Valley Municipal Code provides that "[t]he fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee", as the administrator of the TUMF Program. The WRCOG Executive Committee has studied the current fee schedule and determined that the Construction Cost Index (CCI) had increased approximately 5% since its adoption in 2016. The committee determined that revised fees must be adopted.

The current TUMF Program fees in City Resolution 2017-51 reflect the Executive Committee's July 2017 adoption of the 2016 updated Nexus study. Jurupa Valley Municipal Code Section 3.70.040(A) provides that "[t]he City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time."

The WRCOG Executive Committee, as administrator of the TUMF Program, has adopted an updated fee schedule to take effect July 1, 2020 and recommends all member agencies adopt this new schedule of fees. In fair consideration of the generally higher fees necessary to continue funding the program at an appropriate level, the Executive Committee also adopted a "phase-in" schedule for single family residential so that the full fee amount is implemented in two sequential time frames. Retail commercial was maintained at the same rate as adopted in 2017.

The current fee schedule which would be superseded after June 30, 2020, if the proposed resolution is adopted, is:

(1) $9,146.00 per single family residential unit
(2) $6,134.00 per multi-family residential unit
(3) $1.77 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.56 per square foot of a service commercial project
(6) $2.19 per square foot of a service Class A and B Office

Fees for Phase 1 of the proposed new schedule of fees starting July 1, 2020 and continuing until December 31, 2020 would be:

(1) $9,478.00 per single family residential unit
(2) $6,389.00 per multi-family residential unit
(3) $1.81 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.75 per square foot of a service commercial project
(6) $2.38 per square foot of a service Class A and B Office

Then Phase 2 of the proposed new fee schedule, beginning January 1, 2021 and continuing until June 30, 2021, would be:

(1) $9,810.00 per single family residential unit
(2) $6,389.00 per multi-family residential unit
(3) $1.81 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.75 per square foot of a service commercial project
(6) $2.38 per square foot of a service Class A and B Office

WRCOG is required to update the Nexus study every 5 years. It will soon begin work to update the 2016 Nexus Study and anticipates adoption in 2021/22 to include at that time an updated fee study.

Should the City not adopt the fees currently approved by the Executive Committee and continue with its current fee schedule, the City would be liable to make up to WRCOG that difference between the two schedules for any new construction occurring in each of the categories.

OTHER INFORMATION

Notice of this proposed fee increase has been mailed to Southern California Edison and to Southern California Gas as they had requested.

The City Attorney has approved the resolution as to form.

FINANCIAL IMPACT

In adopting the resolution in accordance with staff's recommendation there would be no fiscal impact to the City.

ALTERNATIVES

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

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

Prepared by:

For Mike Myers, P.E.
Assistant City Engineer

Reviewed by:

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

Reviewed by:

Connie Cardenas
Administrative Services Director

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to Form:

Peter Thorson
City Attorney

Submitted by:

Rod B. Butler
City Manager

Attachments:

Attachment 1 – Resolution No. 2020-23

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY

WHEREAS, the City of Jurupa Valley ("City") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen cities located in Western Riverside County; and

WHEREAS, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the regional system of highways and arterials in Western Riverside County (the "Regional System"); and

WHEREAS, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

WHEREAS, WRCOG, with the assistance of TUMF Program participating jurisdictions, has prepared an updated Nexus Study entitled "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study") pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF participating jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, consistent with its previous findings made in the adoption of Ordinance No. 2014-09 and Chapter 3.70 of the Jurupa Valley Municipal Code, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health, and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

WHEREAS, the City Council finds and determines that the cost estimates set forth in the new 2016 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

WHEREAS, the fees collected pursuant to the TUMF Ordinance shall be used to help pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2016 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements;

WHEREAS, by notice duly given and published, the City Council set the time and place for a public hearing on the 2016 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2016 Nexus Study available to the public; and

WHEREAS, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing; and

WHEREAS, Section 3.70.040 of the Jurupa Valley Municipal Code authorizes periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study; and

WHEREAS, the levying of TUMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, the City Council of City of Jurupa Valley does resolve as follows:

SECTION 1. Findings. The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Section

3.70.020 of the Jurupa Valley Municipal Code in support of the adjusted TUMF contained herein.

SECTION 2. TUMF Schedule. In accordance with Section 3.70.040 of the Jurupa Valley Municipal Code, there is hereby adopted the following fee schedule for the TUMF which replaces the fee schedule set forth in Sections 2 and 3 of Resolution No. 2017-51 in its entirety as of the Effective Date:

A. There is hereby adopted the following TUMF schedule:

(1) $9,146.00 per single-family residential unit
(2) $6,134.00 per multi-family residential unit
(3) $1.77 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.56 per square foot of a service commercial project
(6) $2.19 per square foot of a service Class A and B Office

B. For single-family residential, multi-family residential, and retail non-residential projects, the fees set forth in Section 2.A. shall be phased in as follows:

From July 1, 2020, to December 31, 2020, the fee schedule shall be as follows:

(1) $9,478.00 per single family residential unit
(2) $6,389.00 per multi-family residential unit
(3) $1.81 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.75 per square foot of a service commercial project
(6) $2.38 per square foot of a service Class A and B Office

From January 1, 2021, to June 30, 2021, the fee schedule shall be as follows:

(1) $9,810.00 per single family residential unit
(2) $6,389.00 per multi-family residential unit
(3) $1.81 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.75 per square foot of a service commercial project
(6) $2.38 per square foot of a service Class A and B Office

SECTION 3. CEQA Findings. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

SECTION 4. Effective Date. The fees set forth in this Resolution shall become effective on July 1, 2020.

SECTION 5. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-23 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: **MAY 7, 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. 14.J**

AWARD OF CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR COREY STREET AND KENNEDY STREET PAVEMENT REHABILITATION, CIP PROJECT NO. 19104

RECOMMENDATION

1. That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of $272,000 for the Corey St. and Kennedy St. 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 Corey St. and Kennedy St. Pavement Rehabilitation Project. This project will provide approximately 90,000 square feet of much needed pavement rehabilitation on Corey St. between Limonite and Kennedy and Kennedy St. between Corey and Archer. The scope of work generally includes a 1” grind and 2” overlay with isolated removal and reconstruction as well as the replacement of the existing AC berm.

City Staff prepared the bid package for the project and the City Engineer approved this bid package on April 10, 2020.

On April 9, 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. Six (6) bids were received on April 27, 2020 as summarized below.

All bids were reviewed for accuracy and completeness. Onyx Paving Company, Inc. submitted the lowest bid totaling $272,000 and was verified as the lowest, responsive and responsible bidder.

Bidder	Total Bid
1. Onyx Paving Company, Inc.	$272,000
2. Hardy & Harper, Inc.	$323,000
3. All American Asphalt, Inc.	$329,382
4. RJ Noble Company	$329,925
5. Vance Corporation	$354,850
6. LC Paving & Sealing,	$360,535
Engineer's Estimate	$340,700

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 $25,000.

OTHER INFORMATION

Previous Actions:

- None

FINANCIAL IMPACT

The FY 2019-2020 CIP Project Budget for the Corey St. and Kennedy St. Pavement Rehabilitation Project is $350,000 and is funded by the City's RMRA allocation.

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

Project Admin/Bid Package Prep.	$10,000.00
Construction Contract	$272,000.00
Contingency (10%)	$27,200.00
Construction Support Services	$25,000.00
Total	$334,200.00

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.

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 Thorson
City Attorney

Submitted by:

Rod Butler
City Manager

Attachments:

A) Construction Agreement, Project No. 19104

B) Project Location Map

Attachment A

Agreement No._____

AGREEMENT

PROJECT NO. 19104

COREY ST. AND KENNEDY ST. PAVEMENT REHABILITATION
Corey St. – Limonite to Kennedy, Kennedy St. – Corey to Archer

THIS Agreement, made and entered into the _____ day of _____, 2016, 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 **Corey St. and Kennedy St. 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 **two hundred seventy two thousand dollars**, (**$272,000**), subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.

3. **Payments.** City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

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

4. **Time.** The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The

Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within **Twenty (20) 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 $1000.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

   Any deviation from this rule shall require specific approval, in writing, from the City.

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

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

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

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

The general liability and automobile liability policies must contain or be endorsed to contain the following provisions: “The City of Jurupa Valley and their officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed on behalf of the City of Jurupa Valley, including materials, parts or equipment furnished in connection with the work or operations.”
The insurance provided by Contractor shall be primary to any coverage available to the City.

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

7. **Bonds.** The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Agreement pursuant to Section 9550 of the Civil Code.

8. **Contractor’s Guarantee.** The Contractor, the Contractor’s heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. **Prevailing Wages.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at http://www.dir.ca.gov. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

   Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information

regarding registration with the Department of Industrial Relations, refer to http://www.dir.ca.gov/Public-Works/PublicWorks.html.

10. **Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

11. **Antitrust Claims.** Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

12. **Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters

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

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

14. **Conflicts of Interest.** Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

15. **Trenching and Excavations.** If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the

conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.

16. **Utilities.** The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

17. **Location of Existing Elements.** The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

18. **Wage and Hour Laws.** The Contractor shall, as a penalty, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813. As provided for in California Labor Code Section 1810, a legal day's work is 8 hours of labor in any one calendar day.

19. **Audits.** The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

20. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. **Termination.** This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

22. **Substitution of Securities.** Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Jurupa Valley to ensure performance under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Jurupa Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after this Agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300, of the Public Contract Code.

23. **Indemnification.** To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Contractor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

24. **Assignment.** The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

25. **Attorney's Fees.** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

26. **Worker's Compensation Insurance.** By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

27. **Effective Date.** The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.

28. **Contractor's License.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 19104

CITY OF JURUPA VALLEY,
Municipal Corporation

BY: _____
Rod Butler, City Manager, City of Jurupa Valley

DATE: _____

ONYX PAVING COMPANY, INC.

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

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. 19104

COREY ST. AND KENNEDY ST. PAVEMENT REHABILITATION
Corey St. – Limonite to Kennedy, Kennedy St. – Corey to Archer

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. 19104, Corey St. and Kennedy St. 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 **two hundred seventy two thousand dollars**, (**$272,000**), 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. 19104

BOND NO._____

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

CONTRACTOR	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. 19104

COREY ST. AND KENNEDY ST. PAVEMENT REHABILITATION
Corey St. – Limonite to Kennedy, Kennedy St. – Corey to Archer

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. 19104, Corey St. and Kennedy St. 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 **two hundred seventy two thousand dollars**, (**$272,000**), 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. 19104

BOND NO._____

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

CONTRACTOR	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

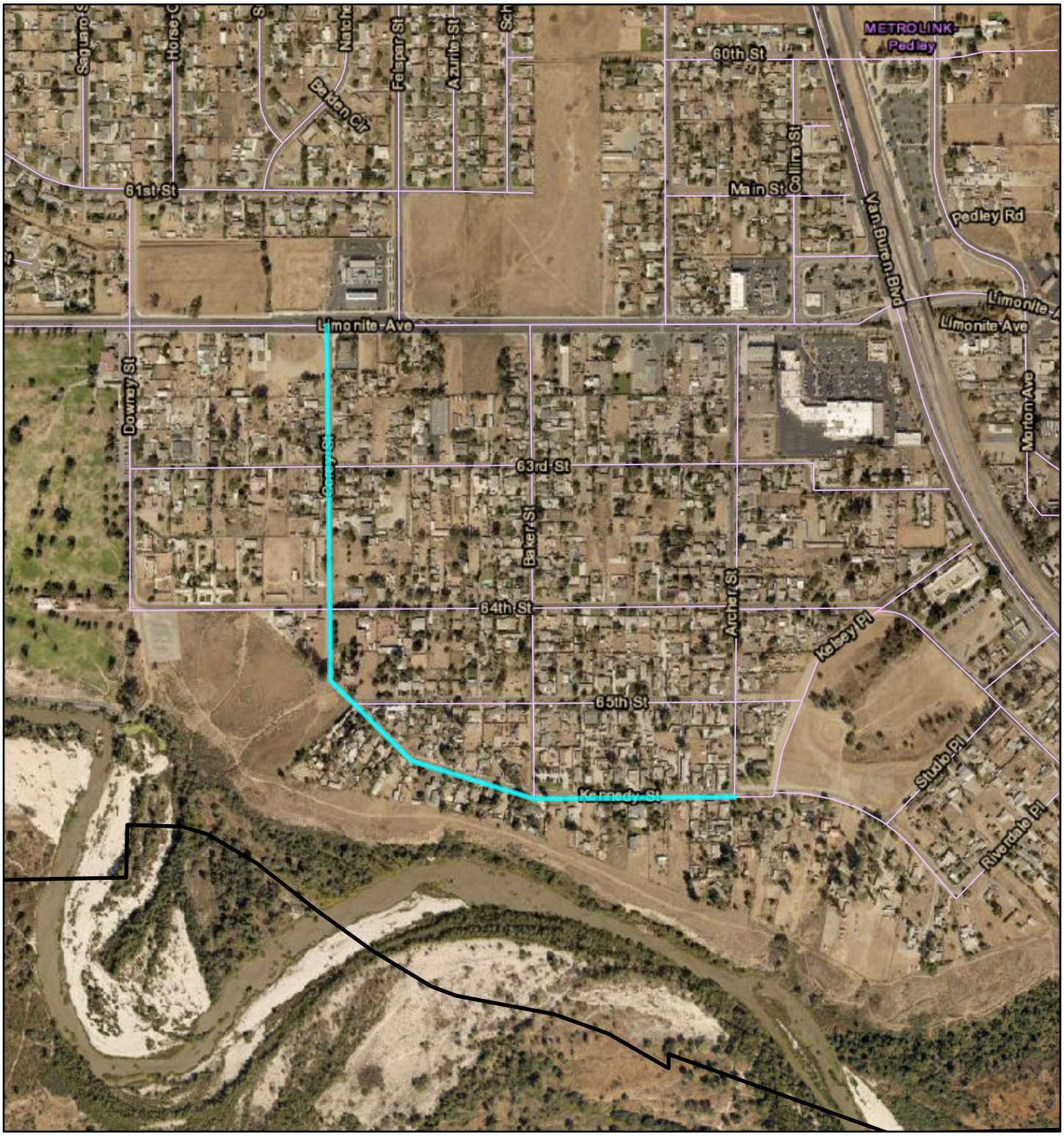
_____ day of _____2020

_____
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).

Attachment B

Corey St. and Kennedy St. Pavement Rehab - Location Map



4/27/2020, 1:29:27 PM

1:10,000

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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

USDA FSA | RCIT-GIS | CalFire (http://frap.cdf.ca.gov/) | Seismic Hazards Progam, California Geological Survey, California Department of Conservation | Seismic Hazards Program, California

RETURN TO AGENDA

STAFF REPORT

DATE: **MAY 7, 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. 14.K**

APPROVAL OF CONTRACT CHANGE ORDER NO. 1 – TRAFFIC SIGNAL MODIFICATIONS, CIP PROJECT NO. 17-C.2

RECOMMENDATION

1. That the City Council Authorize the City Manager to execute Contract Change Order No. 1, pursuant to the requirements set forth in the agreement; and

2. That the City Council appropriate $18,520 of unencumbered Development Impact Fee funds to the project account to fund the total project costs.

BACKGROUND

At its meeting of March 7, 2019, the City Council approved a construction agreement with Sturgeon Electric California, LLC for the Traffic Signal Modifications Project. This project will add protected–permissive left turn (PPLT) phasing to 10 existing signalized intersections throughout the city at the intersections listed below:

- Limonite Ave and Downey St
- Limonite Ave and Felspar St
- Glen St and Mission Blvd
- Etiwanda Ave and Jurupa Rd
- Etiwanda Ave and 58th St
- Pats Ranch Rd and Mall Entrance
- Pats Ranch Rd and 68th St
- Rubidoux Blvd and 28th St
- Country Village Rd and Vesada Way
- Jurupa Rd and Bellegrave Ave

PPLT phasing will add a flashing yellow left turn arrow to the signal head from which vehicles making left turn movements are notified to proceed with caution and that oncoming traffic does not stop.

The initial project award authorized the City Manager to execute change orders not to exceed 5% ($5,443.71) of the total agreement. Construction on the project has been delayed to this point due to omissions in the project plans and specifications that have needed to be worked out with the City's design engineering consultant.

ANALYSIS

Upon issuance of the Notice to Proceed with Procurement, it was discovered that there were several hardware and software components that were not identified within the plans and specifications that are necessary to operate the proposed PPLT phasing. This also required revisions to the traffic signal timing sheets prepared by the design consultant. Staff reached out to the design consultant to prepare the necessary timing sheet revisions in April 2019. After several rounds of reviews, the City received the approved timing sheet revisions in January 2020.

City Staff is recommending approval of Contract Change Order (CCO) No. 1 in the amount of $27,437.23. This will add the necessary hardware and software components to all existing traffic signal controllers in order to operate the proposed PPLT phasing. This CCO also fairly compensates the contractor for increased labor rates they must pay their employees due to the delay in commencing project construction.

OTHER INFORMATION

Previous Actions:

- March 7, 2019 – Construction Contract Awarded

FINANCIAL IMPACT

The FY 2019-2020 CIP Project Budget for the Traffic Signal Modification Project is $148,235 and is funded by the City's Development Impact Fee (DIF) funds. The available funds are not sufficient for approval of CCO No. 1. Approval of CCO No. 1 requires that the City Council appropriate $18,520 from the City's unencumbered DIF (Signals) account, bringing the total project budget to $166,755.

The total estimated construction and related project costs with the approval of CCO No. 1 are as follows:

Construction Contract	$108,874.22
Contract Change Order No. 1	**$27,437.23**
Contingency Balance	$5,443.71
Construction Support Services	$24,999.84
Total	$166,755.00

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

ALTERNATIVES

1. Do not approve Change Order No. 1 as recommended.
2. Provide alternate direction to staff.

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

Submitted by:

Rod Butler
City Manager

Attachments:

A) Contract Change Order No. 1

Attachment A

City of Jurupa Valley

PUBLIC WORKS CONSTRUCTION CONTRACT
CONTRACT CHANGE ORDER

Date: 05/07/2020 **C.C.O No. 01**

PROJECT NAME
Traffic Signal Modifications – Protected Permissive Left Turn Phasing
CONTRACTOR:
Sturgeon Electric California, LLC

In conformance with and as part of the existing Agreement for this project dated March 7, 2019, the City of Jurupa Valley authorizes and directs changes to the Agreement as described below.

1) LABOR ESCALATION
   i) Description: Increased labor rates caused in part by delays of City in preparing revised traffic signal timing sheets.
   ii) Payment for this work will be made as follows: Lump sum = **$3,221.44**
2) EXTRA WORK ORDER (EWO) (Unknown or Unforeseen Work not covered by Contract or Stipulated Unit Prices)
   a) Extra Work Item A – Conflict Monitor
      i) Description of Extra Work: Procurement of new 2010ECL conflict monitor for each project location
      ii) Payment for this work will be made as follows: 10 EA @ $754.284/EA = **$7,542.84**
      iii) Time for completion will be increased/decreased by (+-): One (1) Working Day
   b) Extra Work Item B – Bitran 233 Software
      i) Description of Extra Work: Procurement of new Bitran 233 Software to be installed in existing 170E controllers at five (5) project locations with tech. support
      ii) Payment for this work will be made as follows:5 EA @ $3,155.19/EA = **$15,775.95**
      iii) Time for completion will be increased/decreased by (+-): One(1) Working Day
   c) Extra Work Item C – Prom Module
      i) Description of Extra Work: Procurement of new prom module to be installed in existing 170E controllers at five (5) project locations with tech. support
      ii) Payment for this work will be made as follows:5 EA @ $179.4/EA = **$897**
      iii) Time for completion will be increased/decreased by (+-): One (1) Working Day

**********SUMMARY AND SIGNATURES ON FOLLOWING PAGE**********

City of Jurupa Valley

PUBLIC WORKS CONSTRUCTION CONTRACT
CONTRACT CHANGE ORDER

Date: 05/07/2020

C.C.O No. 01

DATE OF COMPLETION: Date of completion as set forth in the Agreement and as amended by this and prior Contract Change Order(s) is: **TBD**	Original Contract Working Days:	40
	Increase/Decrease Previous CCOs (+-):	0
	Increase/Decrease this CCO (+-):	3
	Total Contract Working Days:	43

AGREEMENT AMOUNT: Compensation as set forth in the Agreement and as amended by this and prior Contract Change Order(s) is: **$136,311.45**	Original Contract Amount:	$108,874.22
	Amount All Previous CCOs (+-):	$0.00
	Amount This CCO (+-):	$27,437.23
	Total Contract Amount:	$136,311.45

CITY'S ACCEPTANCE: The above described work is hereby approved and directed to be completed in accordance with the Contract Documents. Appr: _____ City Manager Attest: _____ City Clerk Date: _____	**CONTRACTOR'S ACCEPTANCE:** Contractor agrees to perform the above work as directed, in accordance with the Contract Documents, and accept payment described above as full compensation for work described subject to additions and reductions of the quantities of various items. Contractor: Sturgeon Electric California, LLC By _____ Title: _____ Date: _____

Attachments: COR #1 (Dated 1/28/2020)
COR #2r1 (Dated 4/6/2020)

January 28, 2020
Chase Keys
City of Jurupa Valley
8930 Limonite Avenue

RE: COR 1 Labor Escalation

Chase:

This change order request is for the labor difference of increased rates throughout a year and the estimated hours required to complete this work. We estimated 250 total hours to complete work with a three-personnel crew size. Please see details attached.

Added Cost: $ 3,221.44

This proposal is based on the usual cost elements such as labor, materials, equipment, subcontractor and markup and does not include any amount for impacts such as interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. Sturgeon Electric expressly reserves the right to submit our request for any of these items should we be faced with performing work under these conditions. Unless otherwise stated, this proposal is commensurate to the terms and conditions of the Contract Agreement for this project. This proposal is limited to modifications involving our original scope. This cost proposal supersedes all previously submitted cost proposals relating to this same work. Work which may be required to complete this proposal, which is the work other trades, is not a part of this proposal. This quote is valid for 30 calendar days from the above date and void thereafter. After the 30 days the proposal will have to be re-evaluated. Sturgeon Electric requests TBD additional days to be added to the contract completion date.

Thank you for your time and assistance.

Regards,

Sturgeon Electric California, LLC.

Ricky Gonzalez
Project Manager

Sturgeon ELECTRIC CALIFORNIA

DAILY EXTRA WORK REPORT / ESTIMATE

CONTRACT NO. 17-C.2

PERFORMED FOR Jurupa Valley

DIRECTED BY Jurupa Valley

WORK LOCATION Various Locations

DATE PERFORMED TBD

STURGEON JOB NO. 7750075

PHASE/COST CODE

REASON WORK WAS PERFORMED _X_UNFORESEEN CONDITION __NOT PART OF ORIGINAL SCOPE __REPAIR OF DAMAGE CAUSED BY OTHERS

DESCRIPTION OF WORK

Increased labor rates and equipment.

LABOR

NAME	CLASSIFICATION	HOURS		RATE	TOTAL
Flemming, Paul	Local 11 Journeyman	REG	83	$4.28	$355.24
Binion, Jeremy	Local 11 Apprentice 7 75%	REG	83	$4.66	$386.78
Del Castillo, Geoff	Local 11 Foreman	REG	83	$6.79	$563.57
		Total Hours / Cost	249		$1,305.59
				Total Labor Cost	**$1,305.59**

EQUIPMENT

DESCRIPTION	CODE	HOURS	RATE	TOTAL
Truck - Electricians	C-20-28	83	$6.16	$511.28
Air Compressor	C 016-025	83	$3.38	$280.54
Electric Generator	C GEN 003-008	83	$0.70	$58.10
Truck - Bucket	C 12-20 & C 25-49	83	$7.78	$645.74
			Total Equipment Cost	**$1,495.66**

SUBCONTRACTOR

DESCRIPTION	QTY	UM	UNIT	TOTAL
			Total Subcontractor Cost	

MATERIAL

DESCRIPTION	QTY	UM	UNIT	TOTAL
Sub-Total				-
Sales Tax			8.75%	-
			Total Material Cost	**-**

SUMMARY OF COSTS

Labor		$1,305.59
Labor Mark-Up	15%	$195.84
Material		
Material Mark-Up	15%	
Equipment		$1,495.66
Equipment Mark-Up	15%	$224.35
Subcontractor		
Subcontractor Mark-Up	15%	
Sub-Total		$3,221.44
Bond		
Total Cost		**$3,221.44**

Sturgeon ELECTRIC CALIFORNIA

DAILY EXTRA WORK REPORT SUMMARY

CONTRACT NO.	17-C.2	DATE PERFORMED	TBD
PERFORMED FOR	Jurupa Valley	STURGEON JOB NO.	7750075
DIRECTED BY	Jurupa Valley	PHASE/COST CODE	
WORK LOCATION	Various Locations	RATE TYPE	CALTRANS
REASON WORK WAS PERFORMED	_X_UNFORESEEN CONDITION __NOT PART OF ORIGINAL SCOPE __REPAIR OF DAMAGE CAI	EQUIPMENT TYPE	CALTRANS

DESCRIPTION OF WORK

Increased labor rates and equipment.

LABOR

NAME	CLASSIFICATION	TYPE	HOURS									
Flemming, Paul	Local 11 Journeyman	REG	83									
Binion, Jeremy	Local 11 Apprentice 7 75%	REG	83									
Del Castillo, Geoff	Local 11 Foreman	REG	83									
		TOTAL	249	-	-	-	-	-	-	-	-	-

EQUIPMENT

DESCRIPTION	CODE	HOURS									
Truck - Electricians	C-20-28	83									
Air Compressor	C 016-025	83									
Electric Generator	C GEN 003-008	83									
Truck - Bucket	C 12-20 & C 25-49	83									

April 6, 2020

Chase Keys
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

RE: City of Jurupa Valley Traffic Signal Modification Project
Change Order Request 02R1 – Procurement of Conflict Monitors & Bitran Software

Chase,
Per your request the pricing attached is in regard to cost associated with the procurement of the following:

- (10) 2101ECL Conflict Monitors
- (5) Bitran 233 Software with Tech Support for existing 170E Controllers at the following intersections:
  - Limonite Ave. & Downey St.
  - Limonite Ave. & Felspar St.
  - Limonite Ave. & 58th St.
  - Pats Ranch Rd. & Mall Entrance
  - Country Village Rd. & Veseda Way

TOTAL NET CHANGE TO CONTRACT: $23,318.00

Price Adder for new Prom Modules $179.40/EA. (price includes mark-up). Please note if Prom Modules are ordered at a later date after manufacturer has performed their Tech Support on the software, there is an additional added charge. New cost would be $179.40 plus added Tech Support fee per each.

This proposal is based on the usual cost elements such as labor, materials, equipment, subcontractor and markup and does not include any amount for impacts such as interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. Sturgeon Electric expressly reserves the right to submit our request for any of these items should we be faced with performing work under these conditions. Unless otherwise stated, this proposal is commensurate to the terms and conditions of the Contract Agreement for this project. This proposal is limited to modifications involving our original scope. This cost proposal supersedes all previously submitted cost proposals relating to this same work. Work which may be required to complete this proposal, which is the work other trades, is not a part of this proposal. This quote is valid for 30 calendar days from the above date and void thereafter. After the 30 days the proposal will have to be re-evaluated. Sturgeon Electric requests a day for day delay added to the contract completion date.

Thank you for your time and assistance.

Regards,

Sturgeon Electric California, LLC

Stephanie Goad
Project Manager

COR CHANGE ORDER REQUEST **02 R1**

DAILY EXTRA WORK REPORT / ESTIMATE

CONTRACT NO.	17-C.2	DATE PERFORMED	TBD
PERFORMED FOR	N/A	STURGEON JOB NO.	7750075
DIRECTED BY	Chase Keys - City of Jurupa Valley	PHASE/COST CODE	019802
WORK LOCATION	Various		

REASON WORK WAS PERFORMED __UNFORESEEN CONDITION _X_NOT PART OF ORIGINAL SCOPE __REPAIR OF DAMAGE CAUSED BY OTHERS

DESCRIPTION OF WORK

Procurement of (10) 2010ECL Conflict Monitors
Procurement of (5) Bitran 233 Software with Tech Support for existing 170E Controllers at the following intersections:
- Limonite Ave. & Downey St.
- Limonite Ave. & Felspar
- Limonite Ave. & 58th St.
- Pats Ranch Rd. & Mall Entrance
- Country Village Rd. & Veseda Way

LABOR

NAME	CLASSIFICATION	HOURS		RATE	TOTAL
Foreman	Local 11	REG	8	$102.55	$820.40
		Total Hours / Cost	8		$820.40
				Total Labor Cost	**$820.40**

EQUIPMENT

DESCRIPTION	CODE	HOURS	RATE	TOTAL
Truck - Electricians	C 20-28	8	$40.65	$325.20
			Total Equipment Cost	**$325.20**

SUBCONTRACTOR

DESCRIPTION	QTY	UM	UNIT	TOTAL
Computer Service Company	10	EA	$655.62	$6,556.21
			Total Subcontractor Cost	**$6,556.21**

MATERIAL

DESCRIPTION	QTY	UM	UNIT	TOTAL
McCain	5	EA	$2,440.00	$12,200.00
	Sub-Total			12,200.00
	Sales Tax		7.75%	945.50
			Total Material Cost	**13,145.50**

SUMMARY OF COSTS

Labor		$820.40
Labor Mark-Up	15%	$123.06
Material		$13,145.50
Material Mark-Up	15%	$1,971.83
Equipment		$325.20
Equipment Mark-Up	15%	$48.78
Subcontractor		$6,556.21
Subcontractor Mark-Up	5%	$327.81
Sub-Total		$23,318.79
Bond		
Total Cost		**$23,318.79**

COR CHANGE ORDER REQUEST 02 R1

DAILY EXTRA WORK REPORT SUMMARY

CONTRACT NO.	17-C.2	DATE PERFORMED	TBD
PERFORMED FOR	N/A	STURGEON JOB NO.	7750075
DIRECTED BY	Chase Keys - City of Jurupa Valley	PHASE/COST CODE	019802
WORK LOCATION	Various	RATE TYPE	CALTRANS
		EQUIPMENT TYPE	CALTRANS

REASON WORK WAS PERFORMED __UNFORESEEN CONDITION _X_NOT PART OF ORIGINAL SCOPE __REPAIR OF DAMAGE CAUSED BY OTHERS

DESCRIPTION OF WORK

Procurement of (10) 2010ECL Conflict Monitors
Procurement of (5) Bitran 233 Software with Tech Support for existing 170E Controllers at the following intersections:
- Limonite Ave. & Downey St.
- Limonite Ave. & Felspar
- Limonite Ave. & 58th St.
- Pats Ranch Rd. & Mall Entrance
- Country Village Rd. & Veseda Way

LABOR

NAME	CLASSIFICATION	TYPE	HRS												
Foreman	Local 11	REG	8												
		TOTAL	8	-	-	-	-	-	-	-	-	-	-	-	-

EQUIPMENT

DESCRIPTION	CODE	HRS													
Truck - Electricians	C 20-28	8													

CSC Computer Service Company
Traffic Signal Maintenance and Systems Specialists
855 N. Todd Avenue
Azusa, CA 91702-2224
(951) 738-1444

Sturgeon Electric
13506 Benson Avenue
Chino, CA 91710

Work Author No. 1002
Invoice No. 39220-01002
Invoice Date
Ref No.
PO No.

Page 1

Item	Description	cat	Qty/Hrs	Unit Cost	Total Cost
799	2010ECL-Conflict Monitor 170/2070 Monitor, EIA232	M	10.00	529.10	5,291.00

Service Date:	9/6/2019	Friday			
Cause of Damage:					
Requested by:					
Tech(s):					
IS:					
Arrival:		Hot		Cloudy	
Departure:		Cold		Rain	
Travel Time:		Wind		Fog	
Reported condition(s) / Description of work:		Follow-up			

Materials:			5,291.00
Mark up:	15% ~~20%~~	~~1,058.20~~	$793.65
Sales Tax:	9.50%	~~603.17~~	$471.56
Contract Mat:			
Lab/Tax Pd Purch:			-
Labor/Equip:			-
Labor Markup:			
TOTAL:		$ ~~6,952.37~~	$6,556.21

Purchase of (10) 2010ECL Conflict Monitors for Jurupa Valley Project.

Not accurate sales tax.

Attn: Jennie Pittman
Sturgeon Electric

Ref Job# 7750075

QUOTATION

Estimator: Shellie Campbell
(760)734-5031
scampbell@mccain-inc.com

Quote #: SCC031020C
Agency: Jurupa Valley, Ca
Job Name: Bitrans 233 at Various Locations
Bid Date: 3/10/20

Bid Item	Qnty	Description	Price	Extension
		Limonite Ave at Downey St		
	1	Bitran 233 Software with Tech Support for existing 170E Controller.	$2,440.00	$2,440.00
		Limonite Ave at Felspar St		
	1	Bitran 233 Software with Tech Support for existing 170E Controller.	$2,440.00	$2,440.00
		Etiwanda Ave at 58th St		
	1	Bitran 233 Software with Tech Support for existing 170E Controller.	$2,440.00	$2,440.00
		Pats Ranch Rd at Mall Entrance		
	1	Bitran 233 Software with Tech Support for existing 170E Controller.	$2,440.00	$2,440.00
		Country Village Rd at Veseda Way		
	1	Bitran 233 Software with Tech Support for existing 170E Controller.	$2,440.00	$2,440.00

NO other material is included with this bid

Bid per written request. Please review for accuracy. Any request for revision will result to a price change.

Current lead-time is 6-8 weeks for delivery. Lead-times are subject to change without notice.

Reference Total $12,200.00

Prices firm for 30 days. Freight included. Add sales tax.
Sale is subject to McCain's standard terms and conditions.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.
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MANUFACTURER RESPONSE TO QUESTION REGARDING CHIP

Stephanie M. Goad

From: Campbell, Shellie <SCampbell@mccain-inc.com>
Sent: Thursday, April 2, 2020 11:29 AM
To: Stephanie M. Goad
Subject: RE: 7750075 Jurupa Valley - Quotation Question
Attachments: RE: 7750075 Jurupa Valley - RFQ BiTrans 233 Software

Good morning. The quote is only for the Bitran Software with Tech Support as noted on the quote. Attached is the RFQ from Jennie Pittman for only the Software.

Not sure what you mean by "the chip". Some agencies refer the chip as "software". The software would be installed on the existing Prom Module from the existing 170E Controller.

Any request for additional material will result to a price change.

Thank you

Shellie Campbell
Account Manager

E. scampbell@mccain-inc.com
T. +1-760-734-5031
www.mccain-inc.com

McCain, Inc., 2365 Oak Ridge Way, Vista, CA 92081, USA
A Company of the SWARCO Group

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From: Stephanie M. Goad <SMGoad@myrgroup.com>
Sent: Thursday, April 2, 2020 11:14 AM
To: Campbell, Shellie <SCampbell@mccain-inc.com>
Subject: 7750075 Jurupa Valley - Quotation Question

CAUTION: This email is originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Shellie,
I hope this finds you well. I received a question from the owner regarding Quotation SCC031020C, can you tell me if the pricing provided includes chip as well as prom module? Any help is appreciated.

MANUFACTURER PRICE ADDER FOR NEW PROM MODULES NOT INCLUDING MARK-UP

Stephanie M. Goad

From: Campbell, Shellie <SCampbell@mccain-inc.com>
Sent: Thursday, April 2, 2020 11:59 AM
To: Stephanie M. Goad
Subject: RE: 7750075 Jurupa Valley - Quotation Question

The price adder would be $156.00 each and I would need to know which intersection to add them to.

If you decide to order the Prom Module at a later time, **after McCain has provided Tech Support on the Software**, then there will be an added charge. New charge would be $156.00 plus added Tech Support fee. Thank you

Shellie Campbell
Account Manager

E. scampbell@mccain-inc.com
T. +1-760-734-5031
www.mccain-inc.com

McCain, Inc., 2365 Oak Ridge Way, Vista, CA 92081, USA
A Company of the SWARCO Group

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From: Stephanie M. Goad <SMGoad@myrgroup.com>
Sent: Thursday, April 2, 2020 11:46 AM
To: Campbell, Shellie <SCampbell@mccain-inc.com>
Subject: RE: 7750075 Jurupa Valley - Quotation Question

CAUTION: This email is originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Shellie,
Please added it as separate line item. They may only need one or two.

Thank you - SMG

Stephanie M. Goad
Project Manager II
Sturgeon Electric California, LLC.

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

SUBJECT: **AGENDA ITEM NO. 14.L**

APPROVAL OF OPTIONAL PROVISIONS TO ICMA-RC TO PROVIDE CORONA-VIRUS RELATED RELIEF

RECOMMENDATION

1) That the City Council approve new optional provisions to ICMA-RC in order to provide Coronavirus-related relief.

BACKGROUND

ICMA-RC has worked diligently to implement the new Coronavirus Aid, Relief, and Economic Security (CARES) Act provision. This new (Cares Act) has allowed provisions to be added to ICMA-RC plans (457). These new provisions allow for:

- A qualified employee to withdraw up to $100,000 across all plans and waiving the 10% tax on early withdrawals.
- Allow a qualified participant to receive a loan of up to the lesser of $100,000 or 100% of the participant's vested balance in their plan account.
- In addition to the number of loans currently allowed in plan, to allow for an additional loan and allow for additional refinancing opportunities for COVID-19 relief.

FINANCIAL IMPACT

None. The plan is employee funded.

ALTERNATIVES

1. Not approve the CARES Act at this time.

Prepared by:

Connie Cardenas
Director of Administrative Services

Submitted by:

Rod B. Butler
City Manager

Attachments:

1. Informational letter from ICMA-RC

C. Ongoing Plan Sponsor Authorization — Allow ongoing authorization for CRDs and Coronavirus-related Loan Suspensions (Loan Suspension) without additional plan sponsor signature.

A CRD or Loan Suspension may be processed by ICMA-RC without requiring plan sponsor signature. ICMA-RC's responsibilities regarding the CRD request are to ensure the form is fully completed and there are sufficient funds available to meet the request. **As a reminder, the CARES Act only allows a plan to provide a CRD if the participant's CRDs from all plans of the employer will not exceed $100,000.**

Indicate below whether ICMA-RC is authorized to process the CRD or Loan Suspension with or without a plan sponsor signature/authorization:

Coronavirus-Related Distribution (CRD)

- [x] No Employer Authorization is required to process a CRD up to $100,000 across all ICMA-RC accounts held by the participant.
- [ ] Employer Authorization is required. ***("Employer Authorization is required" is the default election under the plan if no selection is made.)***

Loan Suspension

- [x] No Employer Authorization is required to process a Loan Suspension. A Loan Suspension report will be posted to EZLink to aid in suspending payroll deductions for loan repayments. ***("No Employer Authorization is required" is the default election if no selection is made.)***
- [ ] Employer Authorization is required prior to processing a Loan Suspension.

Plan Sponsor Authorization (please provide one form per plan number):

By signing below, I certify I am authorized to make plan design changes and that we intend to amend our plan to allow these provisions as of the date below or as soon as administratively feasible, and we authorize ICMA-RC to operate the plan in accordance with our elections as of the date below.

Employer Plan Number: 307290 Employer Plan Name: City of Jurupa Valley

Signature of Authorized Plan Representative: Consuelo Cardenas

Print Name: Consuelo Cardenas

Title: Administrative Services Director

Date: 05 / 01 / 2020
Month Day Year

This form can be returned by email, fax, or mail using the information below.

Email to: PlanAdoptionServices@icmarc.org

Fax to: (202) 682-6439
ATTN: Workflow Management Team

Mail to: ICMA-RC
ATTN: Workflow Management Team
777 North Capitol Street, NE, Suite 600
Washington, DC 20002-4240

ICMA-RC

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

April 2020

Re: New Optional Provisions to Provide Coronavirus-Related Relief

Dear Plan Sponsor:

ICMA-RC understands that you and your employees are facing unprecedented challenges due to the coronavirus (COVID-19) pandemic and we are eager to assist you. We have been working diligently to implement the new Coronavirus Aid, Relief, and Economic Security (CARES) Act provisions as quickly as possible. Please see the below description of the new CARES Act retirement plan provisions and an **enclosed form you may complete and return to ICMA-RC to indicate your intent to add one or both of the optional provisions to your plan.**

The CARES Act provides relief for a "qualified" participant:

- who is diagnosed with COVID-19; or
- whose spouse or dependent is diagnosed with COVID-19; or
- who experiences adverse financial consequences as a result of being quarantined, furloughed, or laid off; having work hours reduced; being unable to work due to lack of child care due to COVID-19; or closing or reducing hours of a business owned or operated by the individual due to COVID-19.

Employees will be able to acknowledge that they meet one of the above qualifying criteria by completing a self-certification form provided by ICMA-RC.

New <u>Optional</u> Coronavirus-Related Distribution (CRD):

- Code Section 72(t), which applies an additional 10% tax on early withdrawals, is waived for withdrawals up to $100,000 across all retirement plans or IRAs for a qualified participant.
- Those individuals may prorate the payment of applicable taxes on the income from the withdrawal over a three-year period.
- The withdrawal amount may be paid tax-free back to the plan over the next three years.
- Repayments of these withdrawals would not be subject to the retirement plan contribution limits.

Note: In-service withdrawal options need to be elected in a 401(a) Money Purchase Plan to offer this provision in these plans, and the participant must meet the plan's age requirements for an in-service withdrawal.

(continued)

Loan Suspension Available to Plan Participants:

- Qualified participants may delay the due date for loan repayments due between March 27, 2020, and December 31, 2020, for up to one year and extend the maximum five-year repayment period accordingly.
- Plan sponsor adoption is NOT required for this provision. It will automatically be made available to plan participants. Plan sponsor authorization for each loan suspension is also NOT required. However, if plan sponsor authorization is desired, please indicate so on the election form.
- Participants must request the option before you stop payroll repayments.
- Participants will complete the *Loan Suspension Form* and send it to ICMA-RC, while also notifying the plan sponsor to stop any payroll deductions, unless the plan sponsor chooses the Employer Authorization requirement on the election form. If it is the latter instance, the participant will need to first submit the form to the plan sponsor for employer signature and the plan sponsor will need to send it to ICMA-RC.

Note: ICMA-RC will provide plan sponsors with a loan suspension report via EZLink reporting to aid in tracking suspensions.

New <u>Optional</u> Loan Increase Provision (Available April 30, 2020):

- The current plan loan limits are increased to the lesser of $100,000 or 100% of the qualified participant's vested account balance in the plan.
- In order to adopt this provision, your plan must currently allow loans for your participants.

Please complete the attached election form (one form per plan number) if you wish to take advantage of either the CRD option or the increased loan amount option created by the CARES Act. As always, please contact ICMA-RC's Plan Sponsor Services Team securely using the Contact Us option within EZLink or call (800) 326-7272 to speak to a teammate, if you have any questions.

Sincerely,

David Tanguay
Senior Vice President and Chief Client Services Officer

Coronavirus Aid, Relief, and Economic Security (CARES) Act Provisions Election Form Applicable to 457(b), 401(a), 401(k) and 403(b) Plans

Updated April 23, 2020

The CARES Act provides relief for a "qualified" participant:

- who is diagnosed with coronavirus (COVID-19); or
- whose spouse or dependent is diagnosed with COVID-19; or
- who experiences adverse financial consequences as a result of being quarantined, furloughed, or laid off; having work hours reduced; being unable to work due to lack of child care due to COVID-19; or closing or reducing hours of a business owned or operated by the individual due to COVID-19.

Employees will be required to acknowledge that they meet one of the above qualifying criteria by completing a self-certification provided by ICMA-RC.

A. Coronavirus-Related Distribution (CRD) — Distributions are permitted until December 31, 2020

Note to employers offering 401(a) Money Purchase Plans: If you elect to offer CRDs, you understand that your plan must already allow in-service withdrawals and the CRD participant must satisfy your plan's requirements for in-service withdrawals. Consequently, this provision may not be available to all participants in 401(a) Money Purchase Plans.

The plan will permit a qualified employee to withdraw up to $100,000 across all plans:

☒ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

401(a) Money Purchase Plan and 401(a) Profit Sharing Plan Sponsors Only: Please indicate whether you wish to waive the limit of two in-service withdrawals per year to allow for one or more CRDs.

☐ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

B. Loan Increase — Expanded loan limits permitted until September 23, 2020 (*Available April 30, 2020 – Please indicate your preference so that we can immediately begin offering this provision once it is available.*)

Your plan must currently offer loans to elect this provision. If you do not currently offer loans but are interested in learning more about this option, please contact us.

If the plan permits loans, the plan will allow a qualified participant to receive a loan of up to the lesser of $100,000 or 100% of the participant's vested balance in their plan account.

☒ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

In addition to the number of loans currently allowed in your plan, do you wish to allow for an additional loan and allow for additional refinancing opportunities for COVID-19 relief?

☒ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

(continued)

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

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

PUBLIC HEARING TO CONSIDER CALLING A SPECIAL ELECTION; DECLARING THE RESULTS OF THE ELECTION; AND APPROVING FORMATION AND LEVY OF SPECIAL TAXES FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET, TR36822

RECOMMENDATION:

1) That the City Council open the public hearing and take testimony, if any.

2) Following the public hearing, staff recommends that the City Council adopt Resolution No. 2020-24, entitled:

   A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFORE, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF; AND

3) That the City Council adopt Resolution No. 2020-25, entitled:

   RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND

THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT; AND

4) That the City Council adopt Resolution No. 2020-26, entitled:

   RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN; AND

5) That the City Council waive full reading, read by title only and introduce Ordinance No. 2020-06, entitled:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

BACKGROUND

On April 2, 2020 the City Council took the first step in the process of forming CFD 2019-001 PARADISE KNOLLS ("CFD No. 2019-001"), composed of Tract 36822. At that time the City Council approved a Resolution of Intention, Resolution No. 2020-12, to form CFD No. 2019-001 and to authorize the levy of a special tax. At that meeting the City Council set May 7, 2020 as the date for the public hearing.

The State Legislature enacted the Mello-Roos Act of 1982 (the "Act") to assist public agencies in financing certain public services. The owner, Paradise Jurupa, LLC., requested that the City assist them in forming a district in order to cover the costs associated with the maintenance of public improvements within the proposed project area which is projected to include the area within the Paradise Knolls Specific Plan, TR36822, containing five (5) Planning Areas (PA): PA1 identified 107 dwelling units, PA2 identified 300 dwelling units, PA3 is identified as commercial, PA4 identified 6 dwelling units, PA5 identified 248 dwelling units. Planning Area 6 of the Specific Plan is Open Space and it is not subject to CFD assessment.

Since the City's adoption of the Resolution of Intention, Richmond American Homes became the legal owner of planning area 1 and has expressed its interest in moving forward with the formation of the CFD.

The CFD will set up Special Tax A to cover the overall Specific Plan operation and maintenance of improvements. Details on Special Tax A assessment can be found in Attachment B of the Rate and Method of Apportionment. Generally, the costs involve services for:

- Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and identified on the City approved streetlight plans for the Paradise Knolls master plan development.
- The maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, multi-purpose trail, equestrian trail, trail fences, entry monuments, lights, electricity, and related repair, replacement and inspection on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and as identified on the City approved CFD Plans for the Paradise Knolls master plan development and CFD maintenance exhibit.
- The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices as identified on the CFD maintenance exhibit.
- Litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way.
- All other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.
- Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies.
- Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

The CFD will set up a Special Tax B to cover each PA's operation and maintenance costs of improvements. Authorized Services for Special Tax B shall be per Attachment B of the Rate and Method of Apportionment.

ANALYSIS

The proposed CFD will have a Maximum Special Tax per identified planning area as follows:

The proposed district will have a Maximum Special Tax A and Maximum Special Tax B in the following amounts:

	TAX A	TAX B 1 PA1	TAX B 2 PA2	TAX B 3 PA3	TAX B 4 PA4	TAX B 5 PA5
SFR (D/U)	$306.60	$478.30	$71.30	$0	$721.70	$248.70
MFR (AC)	$306.60	$478.30	$71.30	$0	$721.70	$248.70
Non-Residential (AC)	$2,816.20	$2,380.40	$2,048.70	$0	$964.40	$1,761.60

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

OTHER INFORMATION

- City Council initiated proceedings for the annexation on April 2, 2020.

FINANCIAL IMPACT

The individual property owners are responsible for the annual payments of special taxes. The City will file the annual special tax with the County Auditor-Controller. The property owners have posted a deposit with their application to form CFD No. 2019-001, in order to cover City costs incurred in connection with the formation. Approval of the actions set forth in this staff report do not in any way commit the City to any financial contribution or liability by CFD No. 2019-001. The City's cost to administer CFD No. 2019-001 annually will be reimbursed through the special taxes charged to property owners.

The revenue from this special tax will be deposited into a fund for CFD No. 2019-001 and will be used to pay for the Services as listed above and presented in the RMA. Both the revenue and expenses will be part of the City's FY 2021-2022 Adopted Budget, and there is no anticipated impact to the general fund.

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

Prepared by:

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

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

Reviewed by:

Connie Cardenas
Director of Administrative Services

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form:

Peter Thorson
City Attorney

Submitted by:

Rod Butler
City Manager

Attachments

1. Resolution Authorizing Formation
2. Resolution Calling a Special Election
3. Resolution Declaring Election Results
4. CFD 2019-001 (Paradise Knolls) Report
5. Ordinance Authorizing the Levy of a Special Tax

RESOLUTION NO. 2020-24

RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, on April 2nd, 2020, the City Council adopted a resolution entitled "A Resolution of Intention of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-001 (PARADISE KNOLLS) and to authorize the Levy of a Special Tax within City of Jurupa Valley Community Facilities District No. 2019-001 (PARADISE KNOLLS)" (the "Resolution of Intention"), stating its intention to form Community Facilities District No. 2019-001 (PARADISE KNOLLS) (the "CFD"), of the City pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services to serve the CFD (the "Services");

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD, Services to be financed by the CFD, including incidental expenses, and the rate and method of apportionment (the '"Rate and Method") of the special tax (the "Special Tax") to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set May 7, 2020 at 7:00 p.m., or as soon thereafter as practical, as the date for a public hearing on the establishment of the CFD, the extent of the CFD, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "CFD Report") as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method have not been filed with the City Clerk by

fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the Special Tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes.

WHEREAS, City Staff reviewed the proposed CFD formation and determined that forming the CFD and financing the Services, as described in Section 7 of this Resolution, does not constitute a project for purposes of the California Environmental Quality Act, commencing with Section 21000 of the California Public Resources Code and the California Environmental Quality Act Guidelines, Article 5 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, (collectively "CEQA"). CEQA Guidelines Section 15378 specifically state that the term "project" for CEQA purposes does not include "continuing administrative or maintenance activities" or "the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." (CEQA Guidelines §§ 15378 (b)(2) and (b)(4).)

WHEREAS, the CFD is intended to fund street lights, landscaping, stormwater facilities and BMP's, litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within the CFD, all other services necessary or useful for, or in connection with, the foregoing, including building a reserve fund for replacement and incidental expenses thereto, which constitute administrative and maintenance functions of the City. Further, establishment of a revenue stream to fund ongoing services does not involve commitment to any specific project that would have a potentially significant impact on the environment because the funds would not be used to construct new or expand existing facilities.

WHEREAS, in addition to the foregoing, because the project is a financing mechanism to fund ongoing administrative and maintenance operations, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore is exempt from CEQA's provisions. (CEQA Guidelines §15061(b)(3).)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY RESOLVES AS FOLLOWS:

1. Recitals Correct. The foregoing recitals are true and correct.

2. **Public Hearing**. On this date, pursuant to notice thereof duly given as provided by law, the City Council held a public hearing with respect to the establishment of the CFD and the annual levying of the Special Tax within the CFD to pay for the Services.

3. No Majority Protest. The proposed Special Tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.

4. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

5. **Name of the District.** The community facilities district designated "City of Jurupa Valley Community Facilities District No. 2019-001 (PARADISE KNOLLS)" of the City is hereby established pursuant to the Act.

6. **Boundaries of the District.** The Resolution of Intention provides the boundaries of the territory proposed for inclusion in the CFD, as set forth in the map of the CFD heretofore recorded in the Riverside County Recorder's Office on April, 2020, in Book xx at Page xx as Instrument No. xxx of Maps of Assessment and Community Facilities Districts.

7. **Description of Services.** The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit "A" hereto and by this reference incorporated herein.

8. **Special Tax.**

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit "B" attached hereto and hereby incorporated herein.

9. **Report.** The CFD Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the CFD, and is ordered to be kept on file with the City Clerk as part of the transcript of these proceedings.

10. **Responsible Official.** The Director of Administrative Services of the City of Jurupa Valley, located at City Hall, 8930 Limonite Ave, Jurupa Valley, CA 92509, telephone number (951) 332-6464, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

11. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD ceases.

12. Description of Voting Procedures. The voting procedures to be followed in conducting the special election (the "Special Election") on the proposition of the annual levy of the Special Tax and on the proposition to establish an appropriations limit for the CFD, if the CFD is established, shall be as follows:

a. If at least 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public or protest hearing (the "protest hearing"), the vote in the Special Election shall be by the registered voters of the CFD with each voter having one vote. In that event, the Special Election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Special Election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the Special Election shall be conducted as a mail ballot election.

b. If 12 persons have not been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the protest hearing, the vote in the Special Election is to be by the landowners of the CFD, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns within the CFD and the Special Election shall be conducted by the City Clerk pursuant Section 53326 of the Act as follows:

(i) The Special Election shall be held on the earliest date, following the adoption by the City Council of this Resolution and a resolution calling the Special Election, to submit to the qualified electors of the CFD the propositions with respect to: (i) the levy of Special Tax to finance the Services and (ii) the establishment of an appropriations limit for the CFD.

(ii) Pursuant to said Section 53326, the Special Election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the CFD waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(iii) Pursuant to said Section 53326, ballots for the Special Election shall be distributed to the qualified electors by the Clerk by mail with return postage prepaid, or by personal service.

(iv) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, the City Clerk shall mail (or deliver) to each qualified elector an official ballot and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk

for the return of voted official ballots, and a copy of this Resolution and the exhibits hereto; provided, however, that analysis and arguments regarding the ballot measure may be waived with the unanimous consent of all the landowners, and in such event a finding regarding such waivers shall be made in the resolution adopted by the City Council calling the Special Election.

(v) The official ballot to be mailed (or delivered) by the Clerk to each landowner shall have printed or typed thereon the name of the landowner and the number of votes to be voted by the landowner and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner is other than a natural person, that he or she is an officer of or other person affiliated with the landowner entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner, that in voting such official ballot it was his or her intent, as well as the intent of the landowner, to vote all votes to which the landowner is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner's land ownership within the CFD.

(vi) The return identification envelope delivered by the Clerk to each landowner shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

(vii) The instruction to voter form to be mailed by the Clerk to the landowners shall inform them that the official ballots shall be returned to the Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted no later than 7:00 p.m. on the date of the Special Election, or immediately after the Resolution Calling the Special Election is adopted.

(viii) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the Special Election, the Clerk shall canvass the votes cast in the Special Election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

13. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

14. Appropriations Limit. An appropriations limit for the CFD is hereby established, subject to voter approval, as an amount equal to all the proceeds of the Special Tax collected annually within such CFD and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

15. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Tax described in Section 8 above:

a. The Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.

b. The proceeds of the levy of the Special Tax shall be applied only to the specific purposes set forth in Section 7 hereof.

c. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

d. The City Manager, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

16. CEQA. The City Council hereby finds that the CFD formation involves creation of a funding mechanism for certain ongoing service and maintenance activities that do not have any potential for significantly impacting the environment. Further, the City Council hereby finds that it can be seen with certainty that the proposed financing mechanism and services funded thereby have no possibility of resulting in a significant effect on the environment. Therefore, the City Council, in its independent judgment, finds that the project is exempt from CEQA, and hereby directs City Staff to prepare and file a Notice of Exemption with the County Clerk within five days of adoption of this Resolution pursuant to Section 21152 of the California Public Resources Code and Section 15062 of the CEQA Guidelines.

17. Effective Date. This resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-24 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

EXHIBIT A

CITY OF JURUPA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2019-001
(PARADISE KNOLLS)

DESCRIPTION OF SERVICES

Authorized Services shall be the following:

Special Tax A to cover the overall Specific Plan operation and maintenance of improvements. Details on Special Tax A assessment can be found on attachment the Rate and Method of Apportionment, Exhibit B of this report. Generally, the costs involve services for:

- Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and identified on the City approved streetlight plans for the Paradise Knolls master plan development.
- The maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, multi-purpose trail, equestrian trail, trail fences, entry monuments, lights, electricity, and related repair, replacement and inspection on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and as identified on the City approved CFD Plans for the Paradise Knolls master plan development and CFD maintenance exhibit.
- The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices as identified on the CFD maintenance exhibit.
- Litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way.
- All other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.
- Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies.
- Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

Special Tax B to cover each PA's operation and maintenance costs of improvements. Authorized Services for Special Tax B shall be per the Rate and Method of Apportionment, Attachment B of this report.

EXHIBIT B

CITY OF JURUPA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2019-001
(PARADISE KNOLLS)

RATE AND METHOD OF APPORTIONMENT

[please see attached]

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) OF THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE STATE OF CALIFORNIA

A Special Tax (all capitalized terms are defined in Section A., "Definitions, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2019-001 (Paradise Knolls). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2021-2022, shall be determined by the City Council of the City of Jurupa Valley, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

“Assessor” means the Assessor of the County.

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

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

“Base Year” means the Fiscal Year ending June 30, 2022.

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

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

“CFD” means Community Facilities District No. 2019-001 (Paradise Knolls) of the City of Jurupa Valley.

“City” means the City of Jurupa Valley, California

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

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

“County” means the County of Riverside, California.

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

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

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

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

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

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

"Maximum Special Tax" means the Maximum Special Tax A or the Maximum Special Tax B.

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

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

"Minimum Taxable Acreage" means for each Zone, the applicable Acreage listed in Table 5 of Section E.

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

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

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

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

"Proportionately" means for Parcels of Taxable Property that are (i) Developed Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property, Public Property or Property Owner's

Association Property, that the ratios of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owner's Association Property.

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

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

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

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

"Special Tax A" means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.1 to fund the Special Tax A Requirement.

"Special Tax A Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax A Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax A Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax A Reserve Fund Requirement or (b) the amount needed to fund the Special Tax A Reserve Fund up to the Special Tax A Reserve Fund Requirement, (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax A delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax A levy as determined by the Administrator.

"Special Tax A Reserve Fund" means a fund to be used for capital replacement and maintenance costs related to the Special Tax A Services.

"Special Tax A Reserve Fund Requirement" means an amount up to 150% of the anticipated annual cost of Special Tax A Services of $207,465.06 for the Base Year. The Special Tax A Reserve Fund Requirement shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

"**Special Tax A Services"** means: (i) Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on

Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and identified on the City approved streetlight plans for the Paradise Knolls master plan development; (ii) the maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, multi-purpose trail, equestrian trail, trail fences, entry monuments, lights, electricity, and related repair, replacement and inspection on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and as identified on the City approved CFD Plans for the Paradise Knolls master plan development and CFD maintenance exhibit; (iii) The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices as identified on the CFD maintenance exhibit; (iv) litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Limonite Avenue, Downey Street, Beach Street , Rancho Jurupa Drive, and Equestrian Way; and (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.
Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

"Special Tax B" means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D. 2, and D.3, and D.4, according to the Zone in which the Parcel is located.

"Special Tax B Reserve Fund" means a separate fund for each Zone to be used for capital replacement and maintenance costs related to the Special Tax B Services.

"Special Tax B Reserve Fund Requirement" means an amount equal to the Base Year amount of $51,177.30 for Zone 1, $21,388.00 for Zone 2, $0 for Zone 3, $4,330.10 for Zone 4, and $61,673.00 for Zone 5. The Special Tax B Reserve Fund Requirement for each Zone shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

"**Special Tax B Services"** means services as described for each Zone below

"State" means the State of California.

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

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

"Undeveloped Property" means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property or Property Owner's Association Property.

"Zone" means Zone 1, Zone 2, Zone 3, Zone 4 or Zone 5.

"Zone 1" means all the Parcels located within the area identified as Zone 1 on Exhibit A to this Rate and Method of Apportionment.

"Zone 1 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as TR 36823 (Planning Area 1 of the Paradise Knolls Specific Plan); (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the subdivision known as TR 36823 (Planning Area 1 of the Paradise Knolls Specific Plan). The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

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"Zone 1 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 1 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 1 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 1, (iii) pay for the actual or anticipated shortfall due to Zone 1 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 1 as determined by the Administrator.

"Zone 2" means all the Parcels located within the area identified as Zone 2 on Exhibit A to this Rate and Method of Apportionment.

"Zone 2 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for Planning Area 2 of the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 2 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

"Zone 2 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 2 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 2 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 2, (iii) pay for the actual or anticipated shortfall due to Zone 2 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 2 as determined by the Administrator.

"Zone 3" means all the Parcels located within the area identified as Zone 3 on Exhibit A to this Rate and Method of Apportionment.

"Zone 3 Services" means improvements within Planning Area 3 on the Paradise Knolls Specific Plan installed within dedicated public right-of-way. As of the date of this document, no public facilities and/or improvements are expected to be installed within Planning Area 3 and, therefore, no services are identified as part of Zone 3 Services.

"Zone 3 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 3 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 3 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 3, (iii) pay for the actual or anticipated shortfall due to Zone 3 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B

levy for Zone 3 as determined by the Administrator. As of the date of this document, the expected cost is $0.

"Zone 4" means all the Parcels located within the area identified as Zone 4 on Exhibit A to this Rate and Method of Apportionment.

"Zone 4 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as Planning Area 4 on the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 4 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

"Zone 4 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 4 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 4 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 4, (iii) pay for the actual or anticipated shortfall due to Zone 4 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 4 as determined by the Administrator.

"Zone 5" means all the Parcels located within the area identified as Zone 5 on Exhibit A to this Rate and Method of Apportionment.

"Zone 5 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as Planning Area 5 on the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants,

irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 5 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

"Zone 5 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 5 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 5 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 5, (iii) pay for the actual or anticipated shortfall due to Zone 5 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 5 as determined by the Administrator.

B. ASSIGNMENT TO LAND USE CLASS

Each Fiscal Year, commencing with Fiscal Year 2021-2022, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property or Property Owner's Association Property, and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

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

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax A and the Maximum Special Tax B that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year

for each Parcel classified as Developed Property shall be determined by reference to tables 1, 2, 3, 4, or 5 below according to the Zone in which the Parcel is located.

TABLE 1
Maximum Special Tax Rates for Developed Property in Zone 1 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 478.30
2	Multifamily Residential Property	D/U	$ 306.60	$ 478.30
3	Non-Residential Property	Acre	$ 2,816.20	$ 2,380.40

TABLE 2
Maximum Special Tax Rates for Developed Property in Zone 2 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 71.30
2	Multifamily Residential Property	D/U	$ 306.60	$ 71.30
3	Non-Residential Property	Acre	$ 2,816.20	$ 2,048.70

TABLE 3
Maximum Special Tax Rates for Developed Property in Zone 3 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 0
2	Multifamily Residential Property	D/U	$ 306.60	$ 0
3	Non-Residential Property	Acre	$ 2,816.20	$ 0

TABLE 4
Maximum Special Tax Rates for Developed Property in Zone 4 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 721.70
2	Multifamily Residential Property	D/U	$ 306.60	$ 721.70
3	Non-Residential Property	Acre	$ 2,816.20	$ 964.40

TABLE 5
Maximum Special Tax Rates for Developed Property in Zone 5 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 248.70
2	Multifamily Residential Property	D/U	$ 306.60	$ 248.70
3	Non-Residential Property	Acre	$ 2,816.20	$ 1,761.58

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) Multiple Land Use Classes

In some instances, a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on such Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Parcel. For a Pa79!rcel that contains more than one Land Use Class, the Acreage of such Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator's allocation to each Land Use Class shall be final.

2. Approved Property

The Maximum Special Tax A for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax A for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax B for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax B for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax A and the Maximum Special Tax B shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

3. Undeveloped Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Undeveloped Property shall be:

TABLE 6
Maximum Special Tax for
Undeveloped Property for Fiscal Year 2021-2022

Zone	Maximum Special Tax A Per Acre	Maximum Special Tax B Per Acre
1	$2,998.90	$0
2	$2,998.90	$0
3	$2,998.90	$0
4	$2,998.90	$0
5	$2,998.90	$0

The Maximum Special Tax for Undeveloped Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

4. Public Property and/or Property Owner's Association Property that is not Exempt Property pursuant to the provisions of Section E

The Maximum Special Tax A for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax A in effect in the previous Fiscal Year.

The Maximum Special Tax B for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax B in effect in the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax A on all Taxable Property until the amount of Special Tax A equals the Special Tax A Requirement in accordance with the following steps:

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

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

Third: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax A for Undeveloped Property. Notwithstanding, no Special Tax A shall be levied on Undeveloped Property to fund items (ii) and (iii) of the Special Tax A Requirement;

Fourth: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Taxable Property that is Public Property or Property Owner's Association Property at up to 100% of the applicable Maximum Special Tax A for such Parcel.

2. Special Tax B – Zone 1

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 1 until the amount of Special Tax B equals the Zone 1 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 1 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 1 to fund item (ii) of the Zone 1 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 1 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

3. Special Tax B – Zone 2

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 2 until the amount of Special Tax B equals the Zone 2 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 2 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 2 to fund item (ii) of the Zone 2 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 2 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

4. Special Tax B – Zone 3

Zone 3 is expected to be of commercial use with no public facilities within Planning Area 3 of the Paradise Knolls Specific Plan; therefore, Special Tax B for Zone 3 is expected to be $0.

5. Special Tax B – Zone 4

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 4 until the amount of Special Tax B equals the Zone 4 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 4 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 4 to fund item (ii) of the Zone 4 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 4 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

6. Special Tax B – Zone 5

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 5 until the amount of Special Tax B equals the Zone 5 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 5 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 5 to fund item (ii) of the Zone 5 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 5 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Parcel of Residential Property for which a Certificate of Occupancy has been issued be increased by more than ten percent (10%) as a result of a delinquency in the payment of the Special Tax applicable to any other Parcel above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

E. EXEMPTIONS

The CFD shall not levy Special Taxes on Public Property and Property Owner's Association Property within each Zone of the CFD, provided that the sum of all Taxable Acreage within the applicable Zone does not drop below the amounts shown in Table 5 below. Exempt Property status will be assigned by the Administrator in the chronological order in which Parcels becomes Public Property and/or Property Owner's Association Property. Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property within a Zone to less than the Minimum Taxable Acreage for such Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

F. MANNER OF COLLECTION

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

G. APPEALS

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

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

H. TERM OF THE SPECIAL TAX

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

RESOLUTION NO. 2020-25

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT

WHEREAS, on May 7, 2020, the City Council (the "City Council") of the City of Jurupa Valley (the "City") held a public hearing (the "Public Hearing") on the establishment of Community Facilities District No. 2019-001 (Paradise Knolls) (the "District"); and

WHEREAS, following the Public Hearing, the City Council adopted a resolution entitled "Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), to Establish an Appropriations Limit therefore, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") ordering the formation of the District, and subject to approval of the qualified electors of the District, authorizing the levy of a special tax (the "Special Tax") on property within the District and establishing an appropriations limit for the District, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"); and

WHEREAS, pursuant to the Resolution of Formation, the propositions relating to the levy of the Special Tax and the establishment of an appropriations limit will be submitted to the qualified electors of the District as required by the Act; and

WHEREAS, the City Clerk has advised the City Council that she has received a statement from the Registrar of Voters of the County of Riverside that no persons are registered to vote in the territory of the District; and

WHEREAS, the City Clerk has advised the City Council that she has received a Consent and Waiver from each and every landowner within the District, pursuant to which the each landowner has expressly waived certain requirements related to the conduct of the election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Call of Election. The City Council hereby calls and schedules a special election for May 7, 2020, to consider the proposition described in Section 3 below.

SECTION 3. Proposition.

a. Pursuant to Sections 53325.7, 53326 and 53353.5 of the Act, the proposition relating to the levy of the Special Tax and the proposition relating to the establishment of the appropriations limit shall be combined into one ballot proposition and shall be submitted to the qualified electors of the District as required by the Act.

b. If the combined proposition for the levy of the Special Tax and the establishment of the appropriations limit receives the approval of more than two-thirds of the votes cast on the proposition, the Special Tax may be levied and the appropriations limit may be established as provided for in the Resolution of Formation.

c. The amount, method of collection and purpose of the Special Tax are specified in the Resolution of Formation, on file in the office of the City Clerk and by this reference incorporated herein.

d. The proposition to be submitted to the voters of the District at such special election shall be as follows:

> "Shall special taxes with a rate and method of apportionment as set forth in Exhibit "B" to the resolution entitled "Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") be levied annually on taxable property within City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), to pay for street lights, landscaping, storm drain and water quality basin maintenance services, and litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within the District, all other services necessary or useful for, or in connection with, the foregoing services, including building a reserve fund for replacement, and incidental expenses thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?"

SECTION 4. Electors Determined. The City Council finds that 12 persons have not been registered to vote within the territory of the District for each of the 90 days preceding the close of the Public Hearing and that pursuant to Section 53326 of the Act, the vote in the special election called by this Resolution shall be by the landowners of the District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the District which would be subject to the proposed special taxes if they were levied at the time of the election.

SECTION 5. Conduct of Election. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

SECTION 6. Election Procedures.

a. The procedures to be followed in conducting the special election on the proposition described in Section 3 shall be as provided in the Resolution of Formation. It is hereby acknowledged that the City Clerk has on file a copy of the Resolution of Formation.

b. The City Council hereby finds that the qualified electors of the District have waived the time limits for conducting the special election by unanimous written consent.

SECTION 7. Concurrence of City Clerk. The City Council hereby finds and determines that the City Clerk has concurred in the shortened time for the election, pursuant to Section 53326 of the Act.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-25 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

RESOLUTION NO. 2020-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

WHEREAS, in proceedings heretofore conducted by the City Council of the City of Jurupa Valley (the "City Council") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311, of the California Government Code (the "Act"), the City Council adopted Resolution No. 2020-25 on May 7, 2020, entitled "Resolution of the City Council of the City of Jurupa Valley Calling a Special Election and Submitting to the Qualified Electors of City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax within the Community Facilities District" (the "Resolution Calling Election"), calling for a special election (the "Special Election") of the qualified electors within Community Facilities District No. 2019-001 (Paradise Knolls); and

WHEREAS, pursuant to the terms of the Resolution Calling Election, which are by this reference incorporated herein, the Special Election was held on May 7, 2020, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Election Returns (the "Certificate"), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed said Certificate and hereby approves it;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY RESOLVES AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.

2. Ballot Measure. The ballot measure (the "Ballot Measure") presented to the qualified electors is set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Election Results. The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit A. Pursuant to the Certificate, the Ballot Measure presented at the Special Election was approved by the qualified electors of the District.

4. Ballot Measure Authorized. This City Council, acting in it capacity as legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in the Ballot Measure for the purposes described therein and to take the necessary steps to levy the special tax authorized by the Ballot Measure. The appropriations limit as specified in the Ballot Measure is hereby established.

5. Finding of Validity. It is hereby found that all prior proceeding and actions taken by this City Council with respect to the District were valid and in conformity with the Act.

6. Notice of Special Tax Lien. The City Clerk is hereby directed to record in the office of the County Recorder of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District in substantially the form required by California Streets and Highways Code Section 3114.5.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-26 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

EXHIBIT A

CITY OF JURUPA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2019-001
(Paradise Knolls)

CERTIFICATE OF THE CITY CLERK AS TO THE
RESULTS OF THE CANVAS OF THE ELECTION RETURNS

I, _____, City Clerk of the City of Jurupa Valley, hereby certify that I canvassed the returns of the Special Election in the City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), and that the election was held in the Chambers of the City Council at 8930 Limonite Avenue, Jurupa Valley, CA on May 7, 2020.

I further certify that the total number of ballots cast in said election and the total number of votes cast for and against the measure are full, true and correct:

Community Facilities District No. 2019-001 (Paradise Knolls) Special Tax Election, May 7, 2020	**Qualified Eligible Voters**	**Votes Cast**	**Yes**	**No**
Ballot Measure				

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 7th day of May, 2020.

By: _____
City Clerk
City of Jurupa Valley

EXHIBIT B

Ballot Measure:

"Shall special taxes with a rate and method of apportionment as set forth in Exhibit "B" to the resolution entitled "Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") be levied annually on taxable property within City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), to pay for street lights, landscaping, storm drain and water quality basin maintenance services, and litter and graffiti removal on soundwalls and other amenities, plus normal painting, as required within the District, all other services necessary or useful for, or in connection with, the foregoing services, including building a reserve fund for replacement, and incidental expenses thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?"

CITY OF JURUPA VALLEY

ENGINEER'S REPORT FOR
CITY OF JURUPA VALLEY
COMMUNITY FACILITIES
DISTRICT 2019-001

CFD 2019-001
PARADISE KNOLLS

APRIL 2020

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The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and provided further that the CFD may covenant to foreclose and may actually foreclose on Parcels having delinquent Special Taxes as permitted by the Act. *19*

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Appendix A

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR CFD 2019-001 (PARADISE KNOLLS)

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BOUNDARY MAP FOR CFD2019-001 (PARADISE KNOLLS)

COMMUNITY FACILITIES DISTRICT REPORT
FOR

CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001

(PARADISE KNOLLS)

INTRODUCTION

WHEREAS, the City Council of the CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ("City Council"), did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of title 5 of the California Government Code ("Act") on April 2nd, 2020, adopt Resolution No. 2020-12 ("Resolution") ordering the preparation and filing of a written Report for a proposed Community Facilities District ("Report"). This Community Facilities District shall be referred to as COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) CITY OF JURUPA VALLEY (CFD) and (CFD No. 2019-001 PARADISE KNOLLS); and,

WHEREAS, The Resolution ordering said Report, did direct that the Report generally contain the following:

- A brief description of the services by type proposed to be financed by the CFD which will adequately meet the needs of the CFD; and
- An estimate of the costs of providing such services, including the incidental expenses, to be incurred in connection with the CFD;

NOW, THEREFORE, the undersigned, the responsible officer or person directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following Report.

A Community Facilities District may provide for financing of certain public services, which are necessary to meet increased demands placed upon local agencies as a result of development or rehabilitation occurring with the CFD.

The following Report contains the description of CFD No. 2019-001 boundaries, description of services, and the financial analysis for CFD No. 2019-001.

Based upon the data analyzed, it is my opinion that the services being funded are those that are necessary to meet certain increased demands placed upon the CITY OF JURUPA VALLEY, as a result of development occurring within the boundaries of the CFD.

Steve Loriso, R.C.E. 64701

DESCRIPTION OF SERVICES

A general description of the proposed services, pursuant to the terms stated in Exhibit "A" of the Resolution, is as follows:

STREETLIGHTS

Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and identified on the City approved streetlight plans for the Paradise Knolls master plan development.

LANDSCAPING

The maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, multi-purpose trail, equestrian trail, trail fences, entry monuments, lights, electricity, and related repair, replacement and inspection on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and as identified on the City approved CFD Plans for the Paradise Knolls master plan development and CFD maintenance exhibit.

STORMWATER FACILITIES

The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices as identified on the CFD maintenance exhibit.

GRAFFITI ABATEMENT

Litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way.

INCIDENTALS

All other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies.

Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services

The services listed herein are representative of the types of services authorized to be financed by Community Facilities District No. 2019-001 (Paradise Knolls). Detailed scope and limits of specific projects will be determined as appropriate, consistent with the standards of CITY OF JURUPA VALLEY. Addition, deletion or modification of descriptions of the services may be made consistent with the requirements of the City Council of the CITY OF JURUPA VALLEY, the Community Facilities District No. 2019-001 (Paradise Knolls), and the Act.

COST ESTIMATE

The cost estimate (rounded to the nearest dollar), including incidental expenses, is approximately:

Zone 1 is $32,806 annually for Special Tax A Services and $51,178 annually for Special Tax B Services;

Zone 2 is $91,980 annually for Special Tax A Services and $21,390 annually for Special Tax B Services;

Zone 3 is $6,280.13 annually for Special Tax A Services and $0 annually for Special Tax B Services;

Zone 4 is $1,840 annually for Special Tax A Services and $4,330 annually for Special Tax B Services;

Zone 5 is $76,037 annually for Special Tax A Services and $61,678 annually for Special Tax B Services.

The Maximum Special Taxes within the CFD have been established to pay for these services up to the following amounts; as defined in the Rate and Method of Apportionment for CFD 2019-001 Paradise Knolls.

Zone 1 – Special Tax A of $306.60 and Special Tax B of $478.30 per unit of Residential Property and Special Tax A of $306.60 and Special Tax B of $478.30 per unit Multifamily Residential Property and Special Tax A of $2,816.20 and Special Tax B of $2,380.40 per acre of Non-Residential Property;

Zone 2 – Special Tax A of $306.60 and Special Tax B of $71.30 per unit of Residential Property and Special Tax A of $306.60 and Special Tax B of $71.30 per unit Multifamily Residential Property and Special Tax A of $2,816.20 and Special Tax B of $2,048.70 per acre of Non-Residential Property;

Zone 3 – Special Tax A of $306.60 per unit of Residential Property and Special Tax A of $306.60 per unit Multifamily Residential Property and Special Tax A of $2,816.20 per acre of Non-Residential Property;

Zone 4 – Special Tax A of $306.60 and Special Tax B of $721.70 per unit of Residential Property and Special Tax A of $306.60 and Special Tax B of $721.70 per unit Multifamily Residential Property and Special Tax A of $2,816.20 and Special Tax B of $964.40 per acre of Non-Residential Property;

Zone 5 – Special Tax A of $306.60 and Special Tax B of $248.70 per unit of Residential Property and Special Tax A of $306.60 and Special Tax B of $248.70 per unit Multifamily Residential Property and Special Tax A of $2,816.20 and Special Tax B of $1,761.58 per acre of Non-Residential Property;

Undeveloped Property – Special Tax A of $2,998.90 per acre for Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.

These amounts shall be increased based upon the percentage change in the Consumer Price Index for Riverside-San Bernardino-Ontario, with a maximum annual increase of six percent (6%) and a minimum increase of two percent (2%) of the Maximum Special Tax in effect in the previous fiscal year.

INCIDENTAL EXPENSES

Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No. 2019-001 (Paradise Knolls) may be used only to pay for the cost of providing services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the community facilities district. The incidental expenses associated with the annual administration of CFD No. 2019-001 (Paradise Knolls) are initially estimated to be $38,794 for Special Tax A, $9,570 for Special Tax B Zone 1, $3,999 for Special Tax B Zone 2, $0 for Special Tax B Zone 3, $810 for Special Tax B Zone 4, $11,532 for Special Tax B Zone 5. This amount shall be increased based upon the percentage change in the Consumer Price Index, with a maximum annual increase of six percent (6%) and a minimum increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

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

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

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

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The Rate and Method of Apportionment of the special tax is attached hereto as Appendix A (the "Rate and Method of Apportionment"). The special tax will be collected in the same manner and at the same time as ad valorem property taxes and subject to the same penalties and provisions; however, the special tax may be collected at a different time or in a different manner if necessary for CFD No. 2019-001 (Paradise Knolls) to meet its financial obligations as permitted by the Act.

All of the property located within CFD No. 2019-001 (Paradise Knolls), unless exempt by law or by the special tax proposed for CFD No. 2019-001 (Paradise Knolls), shall be taxed for the purpose of providing necessary services to the CFD. Pursuant to Section 53325.3 of the Act, the tax imposed "is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The special tax may be based on benefit received by property, the cost of maintaining facilities or authorized services available or other reasonable basis as determined by the Council, although the special tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution.

The special tax for the CFD was established generally relying on building square footage, net taxable acreage, land use type, types of services, square footage of services areas, groundcover, shrubs, and trees, and plant material expected to be included within the CFD, and estimated costs to maintain which were provided by the developer(s) of the Paradise Knolls Specific Plan (TR36822). Data used for estimates on this report were not independently verified by the report preparer, HR Green Pacific. HR Green Pacific disclaims responsibility for the impact of inaccurate data, if any, provided by the developer on the exhibits and plans and on the Rate and Method of Apportionment for CFD 2019-001 (Paradise Knolls).

It is my opinion that the special tax rate and method of apportionment, as above set forth, is fair and reasonable.

May 7, 2020.

_____

Steve Loriso, R.C.E. 64701

PROPOSED BOUNDARIES

The proposed boundaries of CFD 2019-001 (Paradise Knolls) are those properties and parcels for which special taxes may be levied to pay for the costs and expenses of the services described above. The proposed District boundaries as of Fiscal Year 2019-2020 include the following assessors parcel number(s):

162-220-019
162-220-020
162-220-021
162-230-008
162-230-009
162-230-010
162-230-011
162-230-012
162-230-013
162-230-014
162-230-015
162-230-016
162-240-012

A reduced scale map showing the boundaries of the CFD is provided as Appendix B. A full-scale map is on file with the City Clerk of the CITY OF JURUPA VALLEY and was recorded with Riverside County Recorder's Office.

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR CFD 2019-001 (PARADISE KNOLLS)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) OF THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE STATE OF CALIFORNIA

A Special Tax (all capitalized terms are defined in Section A., "Definitions, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2019-001 (Paradise Knolls). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2021-2022, shall be determined by the City Council of the City of Jurupa Valley, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

“Assessor” means the Assessor of the County.

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

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

“Base Year” means the Fiscal Year ending June 30, 2022.

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

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

“CFD” means Community Facilities District No. 2019-001 (Paradise Knolls) of the City of Jurupa Valley.

“City” means the City of Jurupa Valley, California

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

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

“County” means the County of Riverside, California.

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

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

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

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

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

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

"Maximum Special Tax" means the Maximum Special Tax A or the Maximum Special Tax B.

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

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

"Minimum Taxable Acreage" means for each Zone, the applicable Acreage listed in Table 5 of Section E.

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

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

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

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

"Proportionately" means for Parcels of Taxable Property that are (i) Developed Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property, Public Property or Property Owner's

Association Property, that the ratios of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owner's Association Property.

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

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

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

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

"Special Tax A" means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.1 to fund the Special Tax A Requirement.

"Special Tax A Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax A Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax A Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax A Reserve Fund Requirement or (b) the amount needed to fund the Special Tax A Reserve Fund up to the Special Tax A Reserve Fund Requirement, (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax A delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax A levy as determined by the Administrator.

"Special Tax A Reserve Fund" means a fund to be used for capital replacement and maintenance costs related to the Special Tax A Services.

"Special Tax A Reserve Fund Requirement" means an amount up to 150% of the anticipated annual cost of Special Tax A Services of $207,465.06 for the Base Year. The Special Tax A Reserve Fund Requirement shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

"**Special Tax A Services"** means: (i) Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on

Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and identified on the City approved streetlight plans for the Paradise Knolls master plan development; (ii) the maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, multi-purpose trail, equestrian trail, trail fences, entry monuments, lights, electricity, and related repair, replacement and inspection on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and as identified on the City approved CFD Plans for the Paradise Knolls master plan development and CFD maintenance exhibit; (iii) The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices as identified on the CFD maintenance exhibit; (iv) litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Limonite Avenue, Downey Street, Beach Street , Rancho Jurupa Drive, and Equestrian Way; and (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.
Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

"Special Tax B" means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D. 2, and D.3, and D.4, according to the Zone in which the Parcel is located.

"Special Tax B Reserve Fund" means a separate fund for each Zone to be used for capital replacement and maintenance costs related to the Special Tax B Services.

"Special Tax B Reserve Fund Requirement" means an amount equal to the Base Year amount of $51,177.30 for Zone 1, $21,388.00 for Zone 2, $0 for Zone 3, $4,330.10 for Zone 4, and $61,673.00 for Zone 5. The Special Tax B Reserve Fund Requirement for each Zone shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

"**Special Tax B Services"** means services as described for each Zone below

"State" means the State of California.

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

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

"Undeveloped Property" means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property or Property Owner's Association Property.

"Zone" means Zone 1, Zone 2, Zone 3, Zone 4 or Zone 5.

"Zone 1" means all the Parcels located within the area identified as Zone 1 on Exhibit A to this Rate and Method of Apportionment.

"Zone 1 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as TR 36823 (Planning Area 1 of the Paradise Knolls Specific Plan); (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the subdivision known as TR 36823 (Planning Area 1 of the Paradise Knolls Specific Plan). The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

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"Zone 1 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 1 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 1 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 1, (iii) pay for the actual or anticipated shortfall due to Zone 1 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 1 as determined by the Administrator.

"Zone 2" means all the Parcels located within the area identified as Zone 2 on Exhibit A to this Rate and Method of Apportionment.

"Zone 2 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for Planning Area 2 of the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 2 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

"Zone 2 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 2 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 2 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 2, (iii) pay for the actual or anticipated shortfall due to Zone 2 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 2 as determined by the Administrator.

"Zone 3" means all the Parcels located within the area identified as Zone 3 on Exhibit A to this Rate and Method of Apportionment.

"Zone 3 Services" means improvements within Planning Area 3 on the Paradise Knolls Specific Plan installed within dedicated public right-of-way. As of the date of this document, no public facilities and/or improvements are expected to be installed within Planning Area 3 and, therefore, no services are identified as part of Zone 3 Services.

"Zone 3 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 3 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 3 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 3, (iii) pay for the actual or anticipated shortfall due to Zone 3 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B

levy for Zone 3 as determined by the Administrator. As of the date of this document, the expected cost is $0.

"Zone 4" means all the Parcels located within the area identified as Zone 4 on Exhibit A to this Rate and Method of Apportionment.

"Zone 4 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as Planning Area 4 on the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 4 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

"Zone 4 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 4 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 4 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 4, (iii) pay for the actual or anticipated shortfall due to Zone 4 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 4 as determined by the Administrator.

"Zone 5" means all the Parcels located within the area identified as Zone 5 on Exhibit A to this Rate and Method of Apportionment.

"Zone 5 Services" means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as Planning Area 5 on the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants,

irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 5 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

"Zone 5 Special Tax B Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 5 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 5 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 5, (iii) pay for the actual or anticipated shortfall due to Zone 5 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 5 as determined by the Administrator.

B. ASSIGNMENT TO LAND USE CLASS

Each Fiscal Year, commencing with Fiscal Year 2021-2022, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property or Property Owner's Association Property, and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

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

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax A and the Maximum Special Tax B that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year

for each Parcel classified as Developed Property shall be determined by reference to tables 1, 2, 3, 4, or 5 below according to the Zone in which the Parcel is located.

TABLE 1
Maximum Special Tax Rates for Developed Property in Zone 1 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 478.30
2	Multifamily Residential Property	D/U	$ 306.60	$ 478.30
3	Non-Residential Property	Acre	$ 2,816.20	$ 2,380.40

TABLE 2
Maximum Special Tax Rates for Developed Property in Zone 2 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 71.30
2	Multifamily Residential Property	D/U	$ 306.60	$ 71.30
3	Non-Residential Property	Acre	$ 2,816.20	$ 2,048.70

TABLE 3
Maximum Special Tax Rates for Developed Property in Zone 3 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 0
2	Multifamily Residential Property	D/U	$ 306.60	$ 0
3	Non-Residential Property	Acre	$ 2,816.20	$ 0

TABLE 4
Maximum Special Tax Rates for Developed Property in Zone 4 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 721.70
2	Multifamily Residential Property	D/U	$ 306.60	$ 721.70
3	Non-Residential Property	Acre	$ 2,816.20	$ 964.40

TABLE 5
Maximum Special Tax Rates for Developed Property in Zone 5 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	$ 306.60	$ 248.70
2	Multifamily Residential Property	D/U	$ 306.60	$ 248.70
3	Non-Residential Property	Acre	$ 2,816.20	$ 1,761.58

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) Multiple Land Use Classes

In some instances, a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on such Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Parcel. For a Pa79!rcel that contains more than one Land Use Class, the Acreage of such Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator's allocation to each Land Use Class shall be final.

2. Approved Property

The Maximum Special Tax A for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax A for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax B for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax B for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax A and the Maximum Special Tax B shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

3. Undeveloped Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Undeveloped Property shall be:

TABLE 6
Maximum Special Tax for
Undeveloped Property for Fiscal Year 2021-2022

Zone	Maximum Special Tax A Per Acre	Maximum Special Tax B Per Acre
1	$2,998.90	$0
2	$2,998.90	$0
3	$2,998.90	$0
4	$2,998.90	$0
5	$2,998.90	$0

The Maximum Special Tax for Undeveloped Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

4. Public Property and/or Property Owner's Association Property that is not Exempt Property pursuant to the provisions of Section E

The Maximum Special Tax A for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax A in effect in the previous Fiscal Year.

The Maximum Special Tax B for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax B in effect in the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax A on all Taxable Property until the amount of Special Tax A equals the Special Tax A Requirement in accordance with the following steps:

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

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

Third: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax A for Undeveloped Property. Notwithstanding, no Special Tax A shall be levied on Undeveloped Property to fund items (ii) and (iii) of the Special Tax A Requirement;

Fourth: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Taxable Property that is Public Property or Property Owner's Association Property at up to 100% of the applicable Maximum Special Tax A for such Parcel.

2. Special Tax B – Zone 1

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 1 until the amount of Special Tax B equals the Zone 1 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 1 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 1 to fund item (ii) of the Zone 1 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 1 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

3. Special Tax B – Zone 2

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 2 until the amount of Special Tax B equals the Zone 2 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 2 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 2 to fund item (ii) of the Zone 2 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 2 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

4. Special Tax B – Zone 3

Zone 3 is expected to be of commercial use with no public facilities within Planning Area 3 of the Paradise Knolls Specific Plan; therefore, Special Tax B for Zone 3 is expected to be $0.

5. Special Tax B – Zone 4

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 4 until the amount of Special Tax B equals the Zone 4 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 4 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 4 to fund item (ii) of the Zone 4 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 4 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

6. Special Tax B – Zone 5

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 5 until the amount of Special Tax B equals the Zone 5 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 5 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 5 to fund item (ii) of the Zone 5 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 5 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Parcel of Residential Property for which a Certificate of Occupancy has been issued be increased by more than ten percent (10%) as a result of a delinquency in the payment of the Special Tax applicable to any other Parcel above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

E. EXEMPTIONS

The CFD shall not levy Special Taxes on Public Property and Property Owner's Association Property within each Zone of the CFD, provided that the sum of all Taxable Acreage within the applicable Zone does not drop below the amounts shown in Table 5 below. Exempt Property status will be assigned by the Administrator in the chronological order in which Parcels becomes Public Property and/or Property Owner's Association Property. Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property within a Zone to less than the Minimum Taxable Acreage for such Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

F. MANNER OF COLLECTION

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

G. APPEALS

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

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

H. TERM OF THE SPECIAL TAX

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

APPENDIX B

BOUNDARY MAP FOR
CFD 2019-001 (PARADISE KNOLLS)

BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS)
CITY OF JURUPA VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

VICINITY MAP

CFD BOUNDARY

LIST OF ASSESSOR PARCEL NUMBERS
LOCATED WITHIN BOUNDARIES OF CFD
2019-001 AS OF FISCAL YEAR 2020-2021

162-220-019
162-220-020
162-220-021
162-230-007
162-230-008
162-230-009
162-230-010
162-230-011
162-230-012
162-230-013
162-230-014
162-230-015
162-230-016
162-240-012

NOT TO SCALE

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) OF THE CITY OF JURUPA VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF JURUPA VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2020, BY ITS RESOLUTION NO. _____

_____
CITY CLERK
CITY OF JURUPA VALLEY

REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF THE COUNTY OF RIVERSIDE, FOR FISCAL YEAR 2020-2021 FOR AN EXACT DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH LOT/PARCEL.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA THIS ____ DAY OF _____ 2020.

_____
CITY CLERK
CITY OF JURUPA VALLEY

RECORDED THIS ___ DAY OF _____ 2020 AT THE HOUR OF ___ O'CLOCK __ IN BOOK ___ OF MAPS OF ASSESSMEENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ___, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
FEE _____ DOCUMENT NO. _____
PETER ALDANA, RIVESIDE COUNTY ASSESSOR-CLERK-RECORDER

BY: _____
DEPUTY

PREPARED BY:

HRGreen.

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

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

RECITALS:

WHEREAS, the City Council of the City of Jurupa Valley (the "City Council"), has previously adopted Resolution No. 2020-12 entitled "A Resolution of Intention of the City Council of the City of Jurupa Valley, California, to Establish City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls) and to Authorize the Levy of a Special Tax within City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls)" (the "Resolution of Intention"), stating its intention to conduct proceedings to form City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act") to finance certain services (the "Services") including incidental expenses, to serve the CFD; and

WHEREAS, the Resolution of Intention set April 2, 2020, at 7:00 p.m., or as soon thereafter as practical, as the date of a public hearing on all matters pertaining to the formation of the CFD, the extent of the CFD, the furnishing of Services to serve the CFD, and the proposed rate and method of apportionment of the special tax within the CFD (the "Rate and Method"); and

WHEREAS, a notice of public hearing was published and mailed to all landowners proposed to be included in the CFD in accordance with the Act; and

WHEREAS, at the public hearing, evidence was presented to the City Council on such matters before it, including a special report (the "Report") describing the services necessary to adequately meet the needs of the CFD and the estimated costs of financing such Services as required by Section 53321.5 of the Act; and

WHEREAS, at the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the CFD, the extent of the CFD, the furnishing of Services to serve the CFD, and the Rate and Method were heard and a full and fair hearing was held; and

WHEREAS, subsequent to the public hearing, the City Council adopted a resolution entitled "Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified

Electors thereof" (the "Resolution of Formation") which established the CFD and authorized the levy of a special tax within the CFD; and

WHEREAS, subsequent to the public hearing, the City Council also adopted a resolution entitled "Resolution of the City Council of the City of Jurupa Valley Calling a Special Election and Submitting to the Qualified Electors of City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax Within the Community Facilities District" (the "Resolution Calling Election") which called a special election of the qualified electors within the CFD; and

WHEREAS, pursuant to the terms of the Resolution Calling Election, an election was held in which qualified electors of the CFD approved the establishment of an appropriations limit for the CFD and the levy of a special tax (the "Special Tax") within the CFD; and

WHEREAS, on May 7, 2020, the City Council adopted a resolution entitled "Resolution of the City Council of the City of Jurupa Valley Declaring the Results of a Special Election in the City of Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls) and Directing the Recording of a Notice of Special Tax Lien" (the "Resolution Declaring Results of Election") which certified the results of the May 7, 2020 election conducted by the City Clerk, which results showed that more than two-thirds of the votes cast in the CFD were in favor of the proposition to levy the Special Tax and the proposition to establish an appropriations limit for the CFD;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES HEREBY ORDAIN AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.

2. Authorization of the Levy of a Special Tax. By the passage of this Ordinance, the City Council authorizes the levy of the Special Tax in the CFD in accordance with the Rate and Method set forth in the Exhibit "B" to the Resolution of Formation, which is on file in the office of the City Clerk and incorporated by reference herein.

3. Annual Rate Determination. The City Council is hereby further authorized to determine on or before August 10 each year, or such other date as is established by law or by the County Auditor-Controller of the County of Riverside, the specific Special Tax to be levied on each parcel of land in the CFD, except that special taxes to be levied shall not exceed the maximum rates set forth in the Rate and Method, but the special tax may be levied at a lower rate.

4. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the

state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

5. Use of Collections. All of the collections of the Special Tax shall be used only as provided by the Act and in the Resolution of Formation. The Special Tax shall be levied only so long as needed for the purposes as described in the Resolution of Formation.

6. Collection. The Special tax shall be collected in the same manner as ordinary ad valorem taxes and shall be subject to the same penalties and the same procedure, sale and lien in any case of delinquency as applicable for ad valorem property taxes; provided, however, that the Special Tax may be collected by direct billing by the City of the property owners in the CFD or in such other manner as may be provided by the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to any delinquent Special Tax payments.

7. Authorization. The specific authorization for adoption of the Ordinance is Section 53340 of the Act.

8. Severability. If for any reason any portion of the Ordinance is found to be invalid, or if the Special Tax is found inapplicable for any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

9. Certification. The City Clerk shall certify the passage of this Ordinance and cause it to be published or posted in accordance with law.

PASSED, APPROVED AND ADOPTED this 21st day of May 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2020-06 was introduced at a meeting of the City Council on the 7th day of May, 2020 and was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 21st day of May, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: **MAY 7, 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**

PUBLIC HEARING TO CONSIDER THE APPEAL OF THE PLANNING COMMISSION'S DECISION ON MA18239 (CUP NO. 18011) FOR THE APPROVAL OF THE CONSTRUCTION OF A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING AND THE ESTABLISHMENT OF A TRUCKING OPERATION PROPOSED ON RUBIDOUX BOULEVARD, NORTH OF 28TH STREET (APN: 178-222-010) CASE NUMBER: MA20063 (AP20002), (APPELLANT: COUNCILMEMBER CHRIS BARAJAS)

RECOMMENDATION

1) That the City Council adopt Resolution No. 2020-27, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, SUSTAINING THE PLANNING COMMISSION'S ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVAL OF CONDITIONAL USE PERMIT NO. 18011 TO CONSTRUCT A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING AND THE ESTABLISHMENT OF A TRUCKING OPERATION PROPOSED ON RUBIDOUX BOULEVARD, NORTH OF 28TH STREET (APN: 178-222-010)

BACKGROUND

On April 8, 2020, the Planning Commission conducted a public hearing to consider MA18239 (CUP No. 18011) for the request of the (1) construction of a 15,000 square-foot concrete tilt-up industrial building and (2) establishment of a trucking operation proposed on Rubidoux Boulevard, north of 28th Street (APN: 178-222-010). On a 5-0 vote, the Planning Commission adopted the attached Resolution No. 2020-04-08-02 approving the entitlement for the project.

The Commission considered the following factors prior to approving the project:

- Limited truck traffic as the operation proposes a maximum of twenty-five (25) weekly truck trips (average five truck trips per weekday).
- Adequate buffer and screening along adjacent properties which consists of decorative walls/fences and trees.
- Truck maintenance work would occur solely within the proposed building. No public comment or opposition for this project.

Both the staff report and excerpts from the April 8, 2020 Planning Commission Minutes are respectively provided as Attachments 3 & 4.

Councilmember Chris Barajas filed an appeal of the Planning Commission decision on April 15, 2020. The appeal application is attached to this staff report. Pursuant to Section 9.05.100 of the Municipal Code, Section 9.05.100(B) states the appeal made by the Councilmember shall not mean, nor shall it be construed to mean, an expression of a view in favor of (or in opposition to) the application. Pursuant to Section 9.05.100, the appeal was submitted on grounds that a project of this type should be decided by the City Council.

ANALYSIS

I. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).** The City of Jurupa Valley has prepared and intends to adopt a Mitigated Negative Declaration for the Project. The proposed Mitigated Negative Declaration is supported by an Initial Study that evaluated potential effects with respect to Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation/Traffic, and Utilities and Service Systems. The proposed Mitigated Negative Declaration determines that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures have been required or revisions in the Project have been made or agreed to by the Applicant. The City's decision to prepare a Mitigated Negative Declaration should not be construed as a recommendation of either approval or denial of this Project.

   The public review period began on March 12, 2020 and ended on April 1, 2020. The City did not receive any comments during the public review period.

II. **GENERAL PLAN.** The General Plan land use designation for the site is Light Industrial (LI), and it is consistent with the underlying zoning classification of Manufacturing-Service Commercial (M-SC). The LI land use allows for industrial uses and demonstrates consistency with following policies:

- **LUE 3.13 Commercial Trucks.** Manage commercial truck traffic, access, loading, and parking to minimize potential impacts on adjacent residential and commercial properties.

  Project: *Access is taken from the property's only frontage from Rubidoux Boulevard. Operations will occur primarily along the eastern portion of the site in the form of outdoor truck parking area that is proposed to be screened by both trees and decorative walls.*

- **LUE 3.15 Locations.** Concentrate industrial and business park uses near major transportation facilities and utilities and along public transit corridors. Avoid siting such uses close to residentially zoned neighborhoods or where truck traffic will be routed through residential neighborhoods.

- ***Project:*** *The proposed project would allow development with land uses that are compatible with the existing Light Industrial land use designation. The City's Engineering Department reviewed the project's design layout and determined no hazardous transportation design features would be introduced into the area. Additionally, proposed roadway improvements would occur within existing public rights-of-way and would be installed in accordance with City's design standards. Several residential and quasi-residential properties that adjoin the south side of the site are also designated for Light Industrial on the General Plan and are also zoned M-SC.*

Environmental Justice Element. The City's General Plan includes an Environmental Justice (EJ) Element which seeks to minimize and equalize the effect of environmental hazards among all people regardless of race, ethnicity or income level. The project is consistent with applicable policies including those stated below:

- **EJ-2.10:** Ensure that low-income and minority populations have equal access and influence in the land use decision-making process through such methods as bilingual notices, posting bilingual notices at development sites, conducting informational meetings with interpreters, etc.

  Staff has mailed public hearing notices in both English and Spanish to all property owners within a 1,000-foot radius (see Attachment #3) of the project site, and expanded to properties to the end of the block. Notices included contact information for a Spanish translator. There will be a Spanish translator at the public hearing also.

  As of the date of this report, staff has not received any phone calls or correspondence from any property owners or residents on this project.

- **EJ-2.11:** Ensure that low-income and minority populations understand the potential for adverse pollution, noise, odor, vibrations, lighting and glare when new commercial and industrial developments are proposed.

Notices were provided in both English and Spanish. Notices included information on potential adverse lighting and glare, and noise. Furthermore, it includes staff's recommendations to reduce those impacts such as required light shield fixtures.

III. ZONING ORDINANCE. The project is in compliance with the zoning ordinance subject to the attached conditions. The project is consistent with the applicable standards of the M-SC zone such as setbacks, parking, landscaping, and screening. The attached Planning Commission staff report includes more details.

IV. SITE DESIGN & USE

a) ***Operations.*** The project site will serve as an administration office and outdoor storage of tractor trucks and trailers for JNB Transport, LLC. On-site activities include the following:

- Office use for dispatching trucks
- Outdoor storage of 27 tractor trucks and 14 trailers
- Ancillary, minor vehicle maintenance and repair to their own fleet of trucks to occur inside the proposed building

Hours of operation are proposed from 7:00 a.m. to 5:00 p.m., Monday through Friday. Up to 24 employees are anticipated to provide minor vehicle repairs on their own fleet and site maintenance, and manage the outdoor inventory of trucks and trailers. Additionally, only minor repair equipment associated with the use, such as rollaway toolboxes and wheel alignment machines, are proposed within the building. Any trucks requiring major repairs involving dismantling and body work will be taken off-site.

Typical operations would warrant up to 25 truck trips per week, with a potential daily peak of five (5) trucks. Based on the submitted Noise Study, the IS/MND states that no off-site noise impacts would occur from on-site truck delivery, and the loading/unloading of trailers. Therefore, no noise reduction measures are required.

b) ***Overall Site Development.*** A 15,000 square-foot building is proposed on a total of approximately 3.68 acres of vacant land. The property is shaped as a flag lot, which utilizes a narrow strip of frontage to provide vehicular access from Rubidoux Boulevard to the proposed building. Because of the narrow front portion of the property, the proposed building is 175 feet away from Rubidoux Boulevard. There is at least 35 feet of landscaping within the entry point along Rubidoux Boulevard, and a 10-foot landscape planter along all property lines in the property's interior.

A 6-foot high split-face perimeter wall with pilasters is proposed along all property lines with the exception of the front property line. In combination of the 10 foot wide perimeter landscaping with trees, the wall will screen the outdoor storage of trucks and tractors. Other site improvements include an employee parking area with 23 parking spaces, trash enclosure, landscaping, irrigation, and walls and fences.

c) ***Floor Plan & Elevations***. The proposed building is designed as a concrete tilt-up building with two stories. The maximum height of the building is 27 feet 6 inches. The primary use of the first floor is for the minor maintenance and repair of the trailers and trucks. There are a total of five (5) service bays located on the northern side of the building. No major maintenance and repair work are proposed on-site. The remaining portion and entire second floor is dedicated for office space.

d) ***Engineering Review.*** Engineering Department has reviewed the project for access, circulation, grading, and drainage. Conditions of approval have been prepared that address those items, in relation to both the project's construction and the final technical reports submitted by the Applicant.

V. FINDINGS FOR APPROVAL OF A CONDITIONAL USE PERMIT.

Per Municipal Code Section 9.240.280, "A Conditional Use Permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety or general welfare of the community."

The proposed project is compatible with adjacent industrial land uses and is consistent with Light Industrial land use designation and M-SC zone. The project operations are proposed to be screened by dense landscaping and walls and fences. Furthermore, the building is oriented so the operations are screened from Rubidoux Blvd.

The proposed conditions of approval and Mitigated Monitoring and Reporting Program (MMRP) ensure that the proposed project will have a less than significant impact to the surrounding uses and will, therefore, not be detrimental to the health, safety or general welfare of the community. Furthermore, the site will greatly be enhanced with new landscaped parkway improvements, quality architectural building design, decorative walls/fencing and beautiful, and perimeter landscaping. Therefore, the proposed project is consistent with the existing and future industrial development.

Additionally, a CUP shall not be granted unless the project meets all of the following additional findings:

1. The proposed use will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

   The project incorporates landscape screen and wall/fence to adequately screen the project's operations from adjacent residential and quasi-residential land uses. All maintenance and repair work associated with the proposed use is to occur within an enclosed building. The proposed six (6) high perimeter split-face CMU wall, and ten (10) foot wide landscaped planters enhances the site and screens the on-site operations. Lighting for the site will also be directed only onto the subject property and not spill over to adjacent properties. The municipal code, project design, conditions of approval and MMRP will address most of the

impacts so it will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

2. The proposed use will not impact traffic on local or collector streets.

   This project is expected to generate five (5) truck trips a day and would not have a major impact on traffic on local or collector streets.

3. The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks, and recreation facilities.

   There are no child care facilities, schools, parks and /or recreation facilities near this project site. The nearest church is more than 1,000 feet from the project site. This project has been designed to include a buffer along the perimeter of the site. The buffer is a combination of walls, trees, and landscaping.

4. The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.

   This project is buffered from the nearby residential neighborhoods with frontage and access oriented to Rubidoux Boulevard and surrounded by a combination block wall and extensive landscaping. To provide security for the site and to deter vandalism, the project includes both six (6) foot high CMU walls and exterior site lighting behind the proposed building. In addition, conditions of approval will require both property maintenance on a daily basis, and anti-graffiti coating on any proposed perimeter walls and exterior of building walls to half the height of the structure or 12 feet, whichever is more.

PUBLIC NOTICE

The public hearing notice for the appeal was mailed to surrounding property owners within a 1,000-foot radius of the project site, and included properties in the influence area (properties outside of the 1,000-foot radius map, but within the same block). Additionally, a legal advertisement was published in the Press Enterprise. As of the date of this staff report, no comments have been received.

CONCLUSION

The proposed project will revitalize the existing underutilized site in providing site upgrades such as attractive architectural building design, perimeter walls/fencing and landscape screening and overall site improvements. The project adheres to applicable goals and policies in the General Plan and is consistent with the requirements within the City's zoning code. Potential impacts have been analyzed and mitigation measures have been incorporated to reduce any impacts to a "less than significant level". Based upon the findings set forth above, staff recommends sustain the Planning Commission's approval of Conditional Use Permit (CUP) No. 18011.

FINANCIAL IMPACT

Staff time to process the appeal application is covered by the General Fund. An appeal application from any Council member is not subject to fee.

ALTERNATIVES

1. That the City Council adopt Resolution No. 2020-27 and sustain the Planning Commission's decision to approve the application for the construction of a 15,000 square foot concrete tilt-up industrial building, to establish a trucking operation, located along Rubidoux Boulevard, north of 28th Street (APN: 178-222-010) (*the recommended action*); or
2. That the City Council rescind the Planning Commission's approval of MA18239 (CUP18011) and direct staff to prepare the appropriate Resolution.
3. That the City defer action on the item and give appropriate direction to staff.

Prepared by:

Thomas G. Merrell, AICP
Planning Director

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Connie Cardenas
Administrative Services Director

Reviewed by:

Peter M. Thorson
City Attorney

ATTACHMENTS

1. Resolution No. 2020-27
2. Planning Commission Resolution No. 2020-04-08-02
3. Planning Commission Staff Report with Exhibits (04-08-20)
4. Excerpt of Planning Commission Minutes (04-08-20)
5. Appeal by Councilmember Chris Barajas

ATTACHMENT NO. 1

Resolution No. 2020-27

RESOLUTION NO. 2020-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, SUSTAINING THE PLANNING COMMISSION'S ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVAL OF CONDITIONAL USE PERMIT NO. 18011 TO PERMIT THE CONSTRUCTION OF A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING FOR THE ESTABLISHMENT OF A TRUCKING OPERATION USE ON APPROXIMATELY 3.68 ACRES OF REAL PROPERTY LOCATED ALONG RUBIDOUX BOULEVARD, NORTH OF 28TH STREET (APN: 178-222-010) IN THE MANUFACTURING-SERVICE COMMERCIAL (M-SC) ZONE

THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. **Project**. Lord Contractors (the "Applicant") has applied for Conditional Use Permit No. 18011 (Master Application No. 18239 or MA No. 18239) to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone and designated Light Industrial (LI) (the "Project").

Section 2. **Conditional Use Permit**.

(a) The Applicant is seeking approval of Conditional Use Permit No. 18011 to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone.

(b) Section 9.148.020.(3)(ff) of the Jurupa Valley Municipal Code provides that draying, freighting, and trucking operations uses may be located in the M-SC Zone provided a conditional use permit has been granted pursuant to Section 9.240.280 of the Jurupa Valley Municipal Code.

(c) Section 9.240.280.(3) of the Jurupa Valley Municipal Code provides that a public hearing shall be held on the application for a conditional use permit in accordance with the provisions of Section 9.240.250, all of the procedural requirements and rights of appeal as set forth therein shall govern the hearing, and the hearing body in Section 9.240.250 shall be defined as the Planning Commission of the City of Jurupa Valley.

(d) Section 9.240.250(5) of the Jurupa Valley Municipal Code provides that the hearing body shall hear relevant testimony from interested persons and make its decision within a reasonable time after the close of the public hearing. Notice of the decision shall be filed by the Planning Director with the City Clerk, together with a report of the proceedings, not more than ten (10) days after the decision. A copy of the notice of decision shall be mailed to the applicant and to any person who has made a written request for a copy of the decision. If the hearing body is unable to make a decision, that fact shall be filed with the City Clerk in the same manner for reporting decisions and shall be considered as a notice of denial of the application by the hearing body.

(e) Section 9.240.280.(4) of the Jurupa Valley Municipal Code provides that a conditional use permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety, or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety, or general welfare of the community.

(f) Section 9.148.020(4) of the Jurupa Valley Municipal Code provides that a conditional use permit required for the use listed in Section 9.148.020(3)(ff) shall not be granted unless the applicant demonstrates that the proposed use meets the general welfare standard articulated in Section 9.240.280(4) and meets all of the following additional findings:

1) The proposed use will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights.

2) The proposed use will not impact traffic on local or collector streets.

3) The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities.

4) The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.

(g) Section 9.240.250(6) of the Jurupa Valley Municipal Code provides that for any decision where the hearing body is the Planning Commission and it has rendered a final decision rather than a recommendation to the City Council, an appeal of that decision shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110.

(h) Section 9.05.100.A. of the Jurupa Valley Municipal Code provides that for any quasi-judicial decision of the Planning Commission in which it has rendered a final decision, rather than a recommendation to the City Council, that decision shall be considered final unless a written appeal, with the required appeal fee, is filed with the City Clerk within ten (10) calendar days after the date of the decision and the appeal shall be processed and resolved in accordance with the provisions of this section. In the event the tenth day falls on a Saturday, Sunday or city holiday, the appeal and the applicable appeal fee shall be filed with the City Clerk on or before

the close of business on the next city business day thereafter. The written appeal and appeal fee shall be filed on or before the close of business on the last day of the appeal period.

(i) Section 9.05.100.B. of the Jurupa Valley Municipal Code provides that an appeal may be filed by the applicant for a land use entitlement, the owner of the property subject to the application, a person who presented oral or written comments to the Planning Commission, or any other interested person. An appeal may be filed by an individual Council Member or by the City Council, provided, however, that any such appeal shall be solely on the basis that the issues related to the application are important to the city and should be decided by the entire City Council, and, provided further, that an appeal by an individual Council Member or the Council shall not mean, nor shall it be construed to mean, that the individual Council Member or the City Council is expressing a view in favor of or in opposition to the application. Except for appeals by an individual Council Member or the City Council, the appeal shall be accompanied by the appeal fee set forth in Chapter 3.65 or resolution of the City Council. Any appeal filed by an individual Council Member or by a majority vote of the Council does not require the payment of a fee. The Director of Planning shall prepare appeal forms for these appeals.

(j) Section 9.05.100.C. of the Jurupa Valley Municipal Code provides that upon the filing of an appeal, the decision of the Planning Commission appealed from shall be suspended until such time as the appeal is decided by the City Council or is otherwise resolved as provided in Section 9.05.100 of the Jurupa Valley Municipal Code.

(k) Section 9.05.100.E. of the Jurupa Valley Municipal Code provides that after an appeal is filed with the City Clerk as provided in Section 9.05.100, the City Clerk shall set the matter for public hearing before the City Council not less than thirteen (13) nor more than sixty (60) days after the date the appeal is filed. Further, unless otherwise provided in the Jurupa Valley Municipal Code, public hearings for appeals must be noticed using the same procedures applicable to the Planning Commission's hearing on the application.

(l) Section 9.05.100.F. of the Jurupa Valley Municipal Code provides that the City Council will hear the appeal de novo; however, the documents and the minutes of the hearing before the Planning Commission must be a part of the City Council's record at its hearing on the matter.

(m) Section 9.05.100.G. of the Jurupa Valley Municipal Code provides that the City Council must hear relevant testimony and receive written comments from interested persons prior to or at the hearing. Within a reasonable time after the close of the hearing, the City Council must make its decision sustaining, reversing or modifying the decision of the Planning Commission. The decision of the City Council must be made by resolution and requires three (3) affirmative votes of the City Council. In making its decision sustaining the decision of the Planning Commission or sustaining the decision of the Planning Commission with modifications, the City Council may adopt by reference the findings of the Planning Commission. In making its decision reversing a decision of the Planning Commission, the City Council must make the findings required by law and the Jurupa Valley Municipal Code and must approve, conditionally approve or disapprove the applications appealed. The decision of the City Council will be final.

(n) Section 9.05.100.H. of the Jurupa Valley Municipal Code provides that in the event of a tie vote on an appeal or an affirmative vote of less than three (3) Members of the City Council on an appeal, the decision of the Planning Commission being appealed will be deemed sustained and the Planning Commission decision reinstated and final as to the applications.

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

(a) The application for MA No. 18239 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On April 8, 2020, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 18239, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing. Following a discussion of the Project, the Planning Commission adopted Planning Commission Resolution No. 2020-04-08-02, a Resolution of the Planning Commission of the City of Jurupa Valley adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Approving Conditional Use Permit No. 18011 to Permit the Construction of a 15,000 Square-Foot Concrete Tilt-Up Industrial Building for the Establishment of a Trucking Operation Use on Approximately 3.68 Acres of Real Property Located Along Rubidoux Boulevard, North of 28th Street (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone.

(c) On April 15, 2020, Council Member Chris Barajas ("Appellant") filed a timely appeal of the Planning Commission's approval of MA No. 18239 (the "Appeal," Master Application No. 20063, or MA No. 20063)

(d) On May 7, 2020, the City Council held a public hearing on the Appeal, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters. Following the receipt of public testimony, the City Council closed the public hearing.

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

Section 4. **California Environmental Quality Act Findings for Adoption of Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program**. The City Council of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of the Project:

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

(b) Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The public comment period commenced on March 12, 2020, and expired on April 1, 2020. Copies of the documents have been available for public review and inspection at City Hall, 8930 Limonite Avenue, Jurupa Valley, California 92509. The City did not receive any comments during the public review period.

(c) On April 8, 2020, the Planning Commission reviewed the MND and the Mitigation Monitoring and Reporting Program ("MMRP"), attached as Exhibit "A," and all comments received regarding the MND and, based on the whole record before it, finds that:

1) The MND was prepared in compliance with CEQA;

2) With the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; and

3) The MND reflects the independent judgment and analysis of the Planning Commission.

(d) Based on the findings set forth in Planning Commission Resolution No. 2020-04-08-02, the Planning Commission adopted the MND and MMRP for the Project.

(e) Based upon the evidence presented at the hearing, including the staff report and oral testimony, the City Council hereby sustains the Planning Commission's adoption of the MND and MMRP for the Project as set forth in Planning Commission Resolution No. 2020-04-08-02.

(f) The Planning Director is authorized and directed to file a Notice of Determination in accordance with CEQA.

Section 5. **Findings for Approval of Conditional Use Permit**. The City Council of the City of Jurupa Valley does hereby find, determine, and declare that the Planning Commission's approval of proposed Conditional Use Permit No. 18011 should be sustained because the proposed 15,000 square-foot concrete tilt-up industrial building for trucking operation use:

(a) Will not be detrimental to the health, safety, or general welfare of the community. The proposed Project is compatible with adjacent industrial land uses and is consistent with the Manufacturing-Service Commercial (M-SC) Zone and Light Industrial (LI) land use designation. The Project operations are screened by dense landscaping and walls and fences. Furthermore, the Project building is oriented so the operations are screened from Rubidoux Boulevard. The proposed Conditions of Approval and mitigation measures ensure that the proposed Project will have a less than significant impact to the surrounding land uses and will, therefore, not be detrimental to the health, safety or general welfare of the community. Furthermore, the site will greatly be enhanced with new landscaped parkway improvements, quality architectural building design, decorative walls/fencing and beautiful, dense landscaping around the site perimeter. Therefore, the proposed Project is consistent with the existing and future industrial development.

(b) Will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights. The Project incorporates landscape screen and wall/fence to adequately screen the Project's operations from sensitive land uses. All maintenance and repair work associated with the proposed use is to occur within an enclosed building. The proposed six (6) high split-face CMU wall, and ten (10) foot wide landscaped planters enhances the site and screens the on-site operations. Lighting for the site will also be directed only onto the subject property and not spill over to adjacent properties. The Municipal Code, project design, Conditions of Approval, and MMRP will address most of the impacts so it will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

(c) Will not impact traffic on local or collector streets. The Project is expected to generate five (5) truck trips a day and would not have a major impact on traffic on local or collector streets.

(d) Is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities. There are no child care facilities, schools, parks and /or recreation facilities near the Project site. The nearest church is more than one thousand (1,000) feet south of the Project site. The Project has been designed to include a buffer along the perimeter of the site. The buffer is a combination of walls, trees, and landscaping.

(e) Does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime. With the construction of the Project, it will enhance this neighborhood as it develops a vacant site. To provide security for the site and to deter vandalism, the Project includes both six (6) foot high CMU walls and exterior site lighting behind the proposed building. In addition, Conditions of Approval will require both property maintenance on a daily basis, and anti-graffiti coating on any proposed perimeter walls and exterior of building walls to half the height of the structure or twelve (12) feet, whichever is more.

Section 6. **Approval of Conditional Use Permit No. 18011 with Conditions**. Based on the foregoing, the City Council of the City of Jurupa Valley hereby sustains the Planning Commission's approval of Conditional Use Permit No. 18011 to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone and designated Light Industrial (LI), all subject to the recommended conditions of approval attached hereto as Exhibit "B".

Section 7. **Certification**. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-27 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 7th day of May, 2020, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 7th day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

ATTACHMENT NO. 2

Planning Commission Resolution No. 2020-04-08-02

RESOLUTION NO. 2020-04-08-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING CONDITIONAL USE PERMIT NO. 18011 TO PERMIT THE CONSTRUCTION OF A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING FOR THE ESTABLISHMENT OF A TRUCKING OPERATION USE ON APPROXIMATELY 3.68 ACRES OF REAL PROPERTY LOCATED ALONG RUBIDOUX BOULEVARD, NORTH OF 28TH STREET (APN: 178-222-010) IN THE MANUFACTURING-SERVICE COMMERCIAL (M-SC) ZONE

THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. **Project**. Lord Contractors (the "Applicant") has applied for Conditional Use Permit No. 18011 (Master Application No. 18239 or MA No. 18239) to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone and designated Light Industrial (LI) (the "Project").

Section 2. **Conditional Use Permit**.

(a) The Applicant is seeking approval of Conditional Use Permit No. 18011 to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone.

(b) Section 9.148.020.(3)(ff) of the Jurupa Valley Municipal Code provides that draying, freighting, and trucking operations uses may be located in the M-SC Zone provided a conditional use permit has been granted pursuant to Section 9.240.280 of the Jurupa Valley Municipal Code.

(c) Section 9.240.280.(3) of the Jurupa Valley Municipal Code provides that a public hearing shall be held on the application for a conditional use permit in accordance with the provisions of Section 9.240.250, all of the procedural requirements and rights of appeal as set forth therein shall govern the hearing, and the hearing body in Section 9.240.250 shall be defined as the Planning Commission of the City of Jurupa Valley.

(d) Section 9.240.250(5) of the Jurupa Valley Municipal Code provides that the hearing body shall hear relevant testimony from interested persons and make its decision

within a reasonable time after the close of the public hearing. Notice of the decision shall be filed by the Planning Director with the City Clerk, together with a report of the proceedings, not more than ten (10) days after the decision. A copy of the notice of decision shall be mailed to the applicant and to any person who has made a written request for a copy of the decision. If the hearing body is unable to make a decision, that fact shall be filed with the City Clerk in the same manner for reporting decisions and shall be considered as a notice of denial of the application by the hearing body.

(e) Section 9.240.280.(4) of the Jurupa Valley Municipal Code provides that a conditional use permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety, or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety, or general welfare of the community.

(f) Section 9.148.020(4) of the Jurupa Valley Municipal Code provides that a conditional use permit required for the use listed in Section 9.148.020(3)(ff) shall not be granted unless the applicant demonstrates that the proposed use meets the general welfare standard articulated in Section 9.240.280(4) and meets all of the following additional findings:

1) The proposed use will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights.

2) The proposed use will not impact traffic on local or collector streets.

3) The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities.

4) The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.

(g) Section 9.240.250(6) of the Jurupa Valley Municipal Code provides that for any decision where the hearing body is the Planning Commission and it has rendered a final decision rather than a recommendation to the City Council, an appeal of that decision shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110.

(h) Section 9.05.100.A. of the Jurupa Valley Municipal Code provides that for any quasi-judicial decision of the Planning Commission in which it has rendered a final decision, rather than a recommendation to the City Council, that decision shall be considered final unless a written appeal, with the required appeal fee, is filed with the City Clerk within ten (10) calendar days after the date of the decision and the appeal shall be processed and resolved in accordance with the provisions of this section. In the event the tenth day falls on a Saturday, Sunday or city holiday, the appeal and the applicable appeal fee shall be filed with the City Clerk on or before the close of business on the next city business day thereafter. The written appeal and appeal fee shall be filed on or before the close of business on the last day of the appeal period.

(i) Section 9.05.100.B. of the Jurupa Valley Municipal Code provides that an appeal may be filed by the applicant for a land use entitlement, the owner of the property subject to the application, a person who presented oral or written comments to the Planning Commission, or any other interested person. An appeal may be filed by an individual Council Member or by the City Council, provided, however, that any such appeal shall be solely on the basis that the issues related to the application are important to the city and should be decided by the entire City Council, and, provided further, that an appeal by an individual Council Member or the Council shall not mean, nor shall it be construed to mean, that the individual Council Member or the City Council is expressing a view in favor of or in opposition to the application. Except for appeals by an individual Council Member or the City Council, the appeal shall be accompanied by the appeal fee set forth in Chapter 3.65 or resolution of the City Council. Any appeal filed by an individual Council Member or by a majority vote of the Council does not require the payment of a fee. The Director of Planning shall prepare appeal forms for these appeals.

(j) Section 9.05.100.C. of the Jurupa Valley Municipal Code provides that upon the filing of an appeal, the decision of the Planning Commission appealed from shall be suspended until such time as the appeal is decided by the City Council or is otherwise resolved as provided in Section 9.05.100 of the Jurupa Valley Municipal Code.

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

(a) The application for MA No. 18239 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On April 8, 2020, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 18239, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing.

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

Section 4. **California Environmental Quality Act Findings for Adoption of Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program**. The Planning Commission of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of the Project:

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

(b) Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The public comment period commenced on March 12, 2020, and expired on April 1, 2020. Copies of the documents have been available for public review and inspection at City Hall, 8930 Limonite Avenue, Jurupa Valley, California 92509. The City did not receive any comments during the public review period.

(c) The Planning Commission has reviewed the MND and the Mitigation Monitoring and Reporting Program ("MMRP"), attached as Exhibit "A," and all comments received regarding the MND and, based on the whole record before it, finds that:

1) The MND was prepared in compliance with CEQA;

2) With the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; and

3) The MND reflects the independent judgment and analysis of the Planning Commission.

(d) Based on the findings set forth in this Resolution, the Planning Commission hereby adopts the MND and MMRP for the Project.

(e) The Planning Director is authorized and directed to file a Notice of Determination in accordance with CEQA.

Section 5. **Findings for Approval of Conditional Use Permit**. The Planning Commission of the City of Jurupa Valley does hereby find, determine, and declare that the proposed Conditional Use Permit No. 18011 should be granted because the proposed 15,000 square-foot concrete tilt-up industrial building for trucking operation use:

(a) Will not be detrimental to the health, safety, or general welfare of the community. The proposed Project is compatible with adjacent industrial land uses and is consistent with the Manufacturing-Service Commercial (M-SC) Zone and Light Industrial (LI) land use designation. The Project operations are screened by dense landscaping and walls and fences. Furthermore, the Project building is oriented so the operations are screened from Rubidoux Boulevard. The proposed Conditions of Approval and mitigation measures ensure that the proposed Project will have a less than significant impact to the surrounding land uses and will, therefore, not be detrimental to the health, safety or general welfare of the community. Furthermore, the site will greatly be enhanced with new landscaped parkway improvements, quality architectural building design, decorative walls/fencing and beautiful, dense landscaping around the site perimeter. Therefore, the proposed Project is consistent with the existing and future industrial development.

(b) Will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights. The Project incorporates landscape screen and wall/fence to adequately screen the Project's operations from sensitive land uses. All maintenance and repair work associated with the proposed use is to occur within an enclosed building. The proposed six (6) high split-face CMU wall, and ten (10) foot wide landscaped planters enhances the site and screens the on-site operations. Lighting for

the site will also be directed only onto the subject property and not spill over to adjacent properties. The Municipal Code, project design, Conditions of Approval, and MMRP will address most of the impacts so it will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

(c) Will not impact traffic on local or collector streets. The Project is expected to generate five (5) truck trips a day and would not have a major impact on traffic on local or collector streets.

(d) Is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities. There are no child care facilities, schools, parks and /or recreation facilities near the Project site. The nearest church is more than one thousand (1,000) feet south of the Project site. The Project has been designed to include a buffer along the perimeter of the site. The buffer is a combination of walls, trees, and landscaping.

(e) Does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime. With the construction of the Project, it will enhance this neighborhood as it develops a vacant site. To provide security for the site and to deter vandalism, the Project includes both six (6) foot high CMU walls and exterior site lighting behind the proposed building. In addition, Conditions of Approval will require both property maintenance on a daily basis, and anti-graffiti coating on any proposed perimeter walls and exterior of building walls to half the height of the structure or twelve (12) feet, whichever is more.

Section 6. **Approval of Master Application No. 18239 with Conditions**. Based on the foregoing, the Planning Commission of the City of Jurupa Valley hereby approves Conditional Use Permit No. 18011 to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone and designated Light Industrial (LI), all subject to the recommended conditions of approval attached hereto as Exhibit "B".

Section 7. **Certification**. The Planning Director shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Jurupa Valley on this 8th day of April, 2020.

Arleen Pruitt
Chair of Jurupa Valley Planning Commission

ATTEST:

Thomas G. Merrell, AICP
Planning Director/Secretary to the Planning Commission

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF JURUPA VALLEY)

I, Thomas G. Merrell, Planning Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-04-08-02 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 8th day of April, 2020, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

Pruitt, Silva, Lopez, Moore, Newman

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

ABSTAIN: COMMISSION MEMBERS:

Thomas G. Merrell

THOMAS G. MERRELL
PLANNING DIRECTOR

EXHIBIT B

PLANNING DEPARTMENT

1. **PROJECT PERMITTED.** MA18239 (CUP18011) is an approval of the following:
   a. Establishment of a trucking operation with ancillary use for minor repairs to the company's fleet of trucks.
   b. Construction of a 15,000 square-foot industrial building with other site improvements such as parking area, landscaping, and lighting on a 3.68-acre site. The property is located on Rubidoux Boulevard, north of 28th Street (APN: 178-222-010)
2. **INDEMNIFY CITY.** The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (ii) of the first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.
3. **CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Planning Director or designee.

4. **MITIGATION MEASURES.** This project shall be subject to, and comply with, all of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted by the Planning Commission Resolution No. 2020-04-08-02 in connection with the adoption of the Mitigated Negative Declaration prepared for the project.

5. **FEES.** The approval of MA18239 (CUP18011) shall not become effective until all planning fees associated with the entitlements have been paid in full.

6. **CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans dated 1-27-20 (listed below) with any changes in accordance to these conditions of approval:

   - Architectural Plans
   - Conceptual Grading Plans
   - Conceptual Landscape Plans

7. **INCORPORATE CONDITIONS. Prior to the issuance of any building permit,** the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.

8. **APPROVAL PERIOD – CONDITIONAL USE PERMIT.** This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By "use", it shall mean the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two (2) year period, the permittee may request up to one (1) year of extension of time in which to begin substantial construction or use of this permit. Should the extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, it shall become null and void.

9. **HOURS OF OPERATION.** Hours of operation shall be limited to between 7:00 am and 5:00 pm during Monday through Friday.

10. **OUTDOOR STORAGE.** Outdoor storage is only limited to the parking of trucks and trailers associated with this approved use.

11. **LANDSCAPE MAINTENANCE.** All landscaped areas shall be maintained as approved on the final landscape plans in an orderly, attractive and healthy condition. This shall include proper pruning, mowing of turf areas, weeding, removal of litter, fertilization, replacement of plants when necessary, and the regular application of appropriate quantities of water to all landscaped areas. Irrigation systems shall be maintained as approved on the final landscape plans in proper operating condition. Waterline breaks, head/emitter ruptures, overspray or runoff conditions and other irrigation system failures shall be repaired

immediately. The applicant shall maintain canopy trees in a manner that they provide the required shade coverage and encourages the canopy to grow to provide shade. Avoid topping trees or pruning the trees in a manner that the trees do not achieve mature height and form.

12. **ON-SITE LANDSCAPING.** The following items shall be approved by the Planning Director **prior to the issuance of a Building permit**:

    a. Complete Professional Services ("PROS") application (Planning) for the review of the final landscape, irrigation, and shading plans.

    b. Initial deposit for PROS application.

    c. The total cost estimate of landscaping, irrigation, and one-year of maintenance.

    d. Completed City Faithful Performance Bond for Landscape Improvements form with original signatures after the City provides the applicant with the required amount of bond.

    e. Completed City Landscape Agreement with original signatures after the City has reviewed the submitted cost estimate.

    f. Final landscape, maintenance, planting, and irrigation plans and digital copies which shall:

        i. Demonstrate compliance to the applicable provisions of the Jurupa Valley Municipal Code; and

        ii. Conformance to the approved Conceptual Plan with the following modifications:

            - Perimeter Walls. Provide additional, closely spaced self-clinging vines, to be planted and trained, to all freestanding wall surfaces not to exceed 15 feet on center.

            - Additional Tree Screening. The applicant shall add additional, and modify trees to the following specifications, to provide additional screening of the property:

                - Five (5) additional 15-gallon Desert Willow trees along the south property line at 25 feet on center, between the proposed building and the fifteen (15) tractor spaces.

                - All seventeen (17) trees that required to be planted at the project frontage at Rubidoux Boulevard and west side of the building shall be 24-inch box trees, to screen the building from the street.

                - The sixteen (16) shrubby yew podocarpus to the south of the proposed building shall be 15-gallon, instead of 5-gallon.

Prior to the issuance of the Certificate of Occupancy for MA18239 (CUP18011), the following events shall be satisfied in the order it is listed:

i. **Substantial Conformance Letter:** The Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley Planning Department once the landscape architect has deemed the installation is in conformance to the approved plans.

ii. **City Inspection:** The City landscape architect shall conduct an inspection of the installation to confirm the landscape and irrigation plan was constructed in accordance to the approved plans.

13. **OUTDOOR LIGHTING.** All outdoor lighting fixtures shall be maintained in good condition. Light fixtures shall be shielded to prevent any light to flood onto adjacent properties.

14. **REVIEW OF PHOTOMETRIC PLANS**. A Photometric Plan and exhibits of lighting fixtures shall be approved by the Planning Director **prior to the issuance of a building permit**. Lighting shall not flood onto any adjoining properties. Light fixtures shall direct light only onto Project site.

15. **TRASH ENCLOSURE**.

    a. A detailed plan for the trash enclosure shall be approved by the Planning Director **prior to the issuance of a Building permit**.

    b. A clearance letter from the waste management provider shall be submitted to the Planning Department.

16. **SIGNS.** Signage shall be designed to be architecturally compatible with the overall project.

17. **GRAFFITI PREVENTION AND MAINTENANCE**.

    a. **Prior to the issuance of any building permit**, the applicant shall submit a separate wall and fence plan to the Planning Department for review and approval. In addition, the plans shall indicate any proposed perimeter walls and exterior of building walls shall have anti-graffiti coatings to half the height of the structure or 12 feet, whichever is more, for review and approval.

    b. The applicant shall remove any graffiti on the property as soon as possible. In addition, if the applicant is notified by the City, the applicant shall remove the graffiti within 7 days of the City's notice.

18. **MAINTENANCE OF PROPERTY.** The applicant shall maintain the property free of debris, weeds, abandoned vehicles, code violations, and any other factor or condition that may contribute to potential blight or crime.

19. **ROOFTOP EQUIPMENT**. All rooftop equipment shall be screened from public view with architectural features consistent with the building design and approved by the Planning Director.

20. **JURUPA AREA RECREATION AND PARK DISTRICT. Prior to the issuance of any building permit**, the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.

21. **IMPACT FEES.** The applicant shall the pay the following impact fees (unless exempt) in accordance to Title 3 of the Municipal Code:

    a. **Development Impact Fee (DIF) Program**. The applicant shall pay any owed DIFs by the required deadline pursuant to Chapter 3.75 of the Jurupa Valley Municipal Code.

    b. **Multiple Species Habitat Conservation Plan Mitigation (MSHCP) Fee.** The applicant shall pay any owed MSHCP fees by the required deadline pursuant to Chapter 3.80 of the Municipal Code.

    c. **Transportation Uniform Mitigation Fee (TUMF) Program**. The applicant shall pay any owed TUMFs by the required deadline pursuant to Chapter 3.70 of the Municipal Code.

ENGINEERING CONDITIONS

1. **GENERAL REQUIREMENTS**

1.1. The use hereby conditioned is for a Conditional Use Permit (CUP 18011) of a concrete tilt-up building for truck repair and dispatch services at the property located east of Rubidoux Avenue, between 26th Street and 28th Street, identified as Assessor Parcel Number 178-222-010. Exhibits titled JNB Transport, LLC. Site Plan, prepared by Van Dam Engineering, dated 01/22/2020, and conceptual Grading Plans for Havana International, prepared by Land Development Design Company, LLC., dated 10/07/2019; are hereby referenced.

1.2. It is assumed that any easements shown on the referenced exhibit are shown correctly and include all the easements that encumber the subject property. The Applicant shall secure approval from all (if any) easement holders for all grading and improvements which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no affect. Should such approvals or alternate action regarding the easements not be provided, the Applicant may be required to amend or revise the permit.

1.3. All stormwater and water quality management post-construction facilities and features (BMPs) will require maintenance by a public agency or–Property Owner's Association (HOA/POA). To ensure that the general public is not unduly burdened with future costs, the Applicant shall develop a community facilities assessment district or other appropriate financing mechanism (i.e. CC&Rs, POA) to provide for maintenance of water quality treatment BMPs in perpetuity subject to the approval of the City Engineer.

1.4. All utility extensions within the subdivision and within the development shall be placed underground.

1.5. The project shall be annexed to Jurupa Valley L&LMD 89-1-C for street lighting and maintenance of landscape/irrigation within the public right-of- way unless provided by the a different public agency.

2. PRIOR TO GRADING PERMIT

2.1. No grading permit, including mass, rough, and/or precise, shall be issued until the associated Planning application and pertinent permits are approved and in effect.

2.2. All grading shall conform to the California Building Code, as adopted by the City of Jurupa Valley, the City's Municipal Code Title 8, and all other relevant laws, rules, and regulations governing grading in the city of Jurupa Valley. Grading shall be performed in accordance with the recommendations of the geotechnical report. Plans shall be approved by the city engineer and securities shall be in place prior to permit issuance.

2.2.1. Prior to approval of the precise grading plan, the Applicant shall submit a project specific geotechnical report for review and approval of the Engineering department. The final geotechnical report should address comments provided during the entitlement review of the preliminary geotechnical report.

2.3. Prior to approval of the precise grading plan, the Applicant shall prepare a detailed flood hazard/hydrology and hydraulics report for review and approval of the city engineer.

2.4. A hauling permit may be required for this project for the import/export of material using city streets, the review and approval of the haul route by the Engineering Department will be required. Where grading involves import or export the Applicant shall obtain approval for the import/export location, from the Engineering Department if located in the City. All materials for import/export shall be approved in accordance with Title 8 of the City of Jurupa Valley Code of Ordinances. If import/export location is outside of the City, the Applicant shall provide evidence that the jurisdictional agency has provided all necessary approvals for import/export to/from the site.

2.5. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the city engineer. All drainage easements shall be shown on the final parcel map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed".

2.6. It shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the tentative map exhibit.

2.7. Temporary erosion control measures shall be implemented immediately following rough/mass grading to prevent transport and deposition of debris onto downstream properties, public rights-of-way, or other drainage

facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.

2.8. If grading is required offsite, the Applicant shall obtain written permission from the property owner(s) to grade as necessary and provide a copy to the Engineering Department.

2.9. It is assumed that the conceptual grading and the provisions for water quality management shown on the tentative map exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP) without substantial change. Prior to approval of the precise grading plan, the Applicant shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for approval of the city engineer.

2.10. Prior to approval of the grading plan for disturbance of one or more acres the Applicant shall provide evidence that it has prepared and submitted to the State Water Resources Control Board (SWRCB) a Storm Water Pollution Prevention Plan (SWPPP) and that SWRCB issued a WDID number which shall be included on the face of the grading plan.

2.11. Precise grading plans shall show all existing and proposed improvements and be consistent with the approved site plan and conditions of approval.

2.12. Site entrance shall allow for vehicles/trucks stacking to enter the site. Gate setback shall be based on required number of parking spaces: less than 60 parking spaces require 20 feet of setback.

2.13. The Applicant shall provide plans for approval of the city engineer for all public improvements on Rubidoux Boulevard for review and approval of the City Engineer. Improvements generally include:

a) Dedication of right-of-way to provide for half ultimate right-of-way width of 59 feet.

b) Applicant is responsible for constructing and/or installing the following geometrics 12-foot wide painted median, two northbound lanes, two south bound lanes, striped median on Rubidoux Boulevard following improvements required for development north of site (Stronghold Engineering) and continuing to the intersection at 28th Street, curb and gutter, 6-foot sidewalk and landscape within a 21-foot parkway.

c) Design shall include tapering of curb to join existing infrastructure adjacent to the project site.

d) Streetlights are required along Rubidoux Boulevard.

e) Separate landscape plans for landscape and irrigation within the public right-of-way is required.

2.14. Applicant is required to annex into Jurupa Valley Landscape & Lighting Maintenance District 89-1-C for maintenance of the landscape parkway improvements. The Applicant shall submit landscape and irrigation plans for review and approval of the City Engineer.

2.14.1. The annexation shall be in a manner approved by the City Engineer and City Attorney.

2.14.2. For landscaping within public road rights-of-way separate landscape and irrigation plans shall be prepared for approval of the City Engineer. The improvements shall comply with the City's Submittal Guideline and Riverside County Ordinance 461, and Riverside County Ordinance 859, as adopted by the City.

2.14.3. Landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public rights-of-way.

2.14.4. Applicant shall prepare Landscape and Irrigation plans for annexation. Plans shall be prepared per Riverside County Ordinance 859 and per the City's submittal guidelines and package.

2.15. Improvements to be included in the annexed zone include, but are not limited to, the maintenance of the following:

a) Parkway landscape maintenance;
b) Parkway tree trimming;
c) Streetlight maintenance (if not by different public agency).

3. PRIOR TO ISSUANCE OF BUILDING PERMIT

3.1. Rough grading must be completed as shown on the approved grading plans.

3.2. The Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this project and a licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.

3.3. The Applicant shall prepare a precise grading plan for each of the lots. The precise grading plan shall be approved by the city engineer and securities in place.

3.4. The required water system, including fire hydrants, shall be installed and accepted by the appropriate service district prior to combustible materials being stored on site. All utility extensions within the subdivision shall be placed underground unless otherwise specified or allowed by these Conditions of Approval.

4. PRIOR TO BUILDING PERMIT FINAL INSPECTION

4.1. The Applicant is responsible for the completion of all grading and improvements for each parcel for which plans are required and shall comply with all requirements within public and private road rights-of-way shown on those Plans. Prior to building permit and on a per parcel basis, the applicant shall work with the City Engineer to identify improvements requiring completion to obtain Engineering Department clearance. Generally, improvements serving the parcel, circulation and safety essential public right-of-way improvements, and/or improvements providing direct benefit to a parcel for which building permit final inspection is requested shall be completed, unless otherwise approved by the City Engineer.

4.2. Prior to completion and acceptance of improvements or prior to the final building inspection for each building, whichever occurs first, assurance of maintenance is required by completing annexation to Jurupa Valley L&LMD 89-1C for landscaping and irrigation, and streetlights unless otherwise maintained by a

different public agency. In case another public agency will be maintaining the improvements, prove of the annexation and completion of the process will be required to be submitted to the Engineering department.

4.3. Applicant shall ensure that all streetlights within the public right of way, required from this project, are energized.

The Applicant hereby agrees that these Conditions of Approval are valid and lawful and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.

Applicant's name (Print Form): _____

Applicant's name (Signature): _____

Date: _____

ATTACHMENT NO. 3

Planning Commission Staff Report
with Exhibits (04-08-20)

STAFF REPORT

DATE: **APRIL 8, 2020**

TO: **CHAIR PRUITT AND MEMBERS OF THE PLANNING COMMISSION**

FROM: **THOMAS G. MERRELL, AICP, PLANNING DIRECTOR**

BY: **CHRIS MALLEC, ASSOCIATE PLANNER**

SUBJECT: **AGENDA ITEM NO. 6.2**

MASTER APPLICATION (MA) NO. 18239 - CONDITIONAL USE PERMIT (CUP) NO. 18011 TO CONSTRUCT A 15,000 SQUARE FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING, FOR THE ESTABLISHMENT OF A TRUCKING OPERATION

LOCATION: ON EAST SIDE OF RUBIDOUX BOULEVARD & NORTH OF 28TH STREET (APN: 178-222-010)

APPLICANT: LORD CONSTRUCTORS

RECOMMENDATION

By motion, adopt Planning Commission Resolution No. 2020-04-08-02 (1) adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Reporting Program (MMRP) and (2) approving Conditional Use Permit No. 18011 to construct a 15,000 square-foot building for a new trucking operation use on approximately 3.68 acres located on the east side of Rubidoux Boulevard, north of 28th Street.

PROJECT DESCRIPTION

The proposed project is for the (1) establishment of a trucking operation by JNB Transport, LLC and (2) construction of a 15,000 square-foot building with minor improvements on a 3.68-acre parcel located along Rubidoux Boulevard, north of 28th street. With the principal use of a trucking operation, JNB Transport, LLC, would also conduct minor repair on the company's fleet of trucks. This is considered ancillary use.

TABLE 1: GENERAL PROJECT INFORMATION	
ACCESSOR'S PARCEL NUMBER(S)	178-222-010
TOTAL ACREAGE OF PROJECT SITE	3.68 gross acres
EXISTING GENERAL PLAN LAND USE DESIGNATION(S)	Light Industrial (LI)
EXISTING ZONING CLASSIFICATION(S)	Manufacturing-Service Commercial (M-SC)

EXHIBIT A – SITE LOCATION

ANALYSIS

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). The City of Jurupa Valley has prepared and intends to adopt a Mitigated Negative Declaration for the Project. The proposed Mitigated Negative Declaration is supported by an Initial Study that evaluated potential effects with respect to Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation/Traffic, and Utilities and Service Systems. The proposed Mitigated Negative Declaration determines that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures have been required or revisions in the Project have been made or agreed to by the Applicant. The City's decision to prepare a Mitigated Negative Declaration should not be construed as a recommendation of either approval or denial of this Project.

The public review period began on March 12, 2020 and ended on April 1, 2020. The City did not receive any comments during the public review period.

GENERAL PLAN. The General Plan land use designation for the site is Light Industrial (LI), and it is consistent with the underlying zoning classification of Manufacturing-Service Commercial (M-SC). The LI land use allows for industrial uses and demonstrates consistency with following policies:

- **LUE 3.13 Commercial Trucks.** Manage commercial truck traffic, access, loading, and parking to minimize potential impacts on adjacent residential and commercial properties.

  Project: *Access is taken from the property's only frontage from Rubidoux Boulevard. Operations will occur primarily along the eastern portion of the site in the form of outdoor truck parking area that is proposed to be screened by both trees and decorative walls.*

- **LUE 3.15 Locations.** Concentrate industrial and business park uses near major transportation facilities and utilities and along public transit corridors. Avoid siting such uses close to residentially zoned neighborhoods or where truck traffic will be routed through residential neighborhoods.

- ***Project:*** *The proposed project would allow development with land uses that are compatible with the existing Light Industrial land use designation. The City's Engineering Department reviewed the project's design layout and determined no hazardous transportation design features would be introduced into the area. Additionally, proposed roadway improvements would occur within existing public rights-of-way and would be installed in accordance with City's design standards.*

Environmental Justice Element. The City's General Plan includes an Environmental Justice (EJ) Element which seeks to minimize and equalize the effect of environmental hazards among all people regardless of race, ethnicity or income level. The project is consistent with applicable policies including those stated below:

- **EJ-2.10:** Ensure that low-income and minority populations have equal access and influence in the land use decision-making process through such methods as bilingual notices, posting bilingual notices at development sites, conducting informational meetings with interpreters, etc.

  Staff has mailed public hearing notices in both English and Spanish to all property owners within a 1,000-foot radius (see Attachment #3) of the project site, and expanded to properties to the end of the block. Notices included contact information for a Spanish translator. There will be a Spanish translator at the public hearing, too.

  As of the date of this report, staff has not received any phone calls or correspondence from any property owners or residents on this project.

- **EJ-2.11:** Ensure that low-income and minority populations understand the potential for adverse pollution, noise, odor, vibrations, lighting and glare when new commercial and industrial developments are proposed.

  Notices were provided in both English and Spanish. Notices included information on potential adverse lighting and glare, and noise. Furthermore, it includes staff's recommendations to less those impacts such as required light shield fixtures.

ZONING ORDINANCE. The project is in compliance with the zoning ordinance subject to the attached conditions.

Manufacturing-Service Commercial (M-SC). The project is consistent with the applicable standards of the zone as presented in Table 2.

TABLE 2. M-SC APPLICABLE DEVELOPMENT STANDARDS	
DEVELOPMENT STANDARD	**DOES THE PROJECT COMPLY?**
Setbacks. (a) Where the front, side, or rear yard adjoins a lot zoned R-R, R-1, R-A, R-2, R-3, R-4, R-6, R-T, R-T-R, or W-2-M, the minimum setback shall be twenty-five (25) feet from the property line. (b) Where the front, side, or rear yard adjoins a lot with zoning classification other than those specified in subsection (1) of this section, there is no minimum setback. (c) Where the front, side, or rear yard adjoins a street, the minimum setback shall be twenty-five (25) feet from the property line. (d) Within the exception of those portions of the setback area for which landscaping is required by subsection (5) of this section, the setback area may only be used for driveways, automobile parking, or landscaping. A setback area which adjoins a street separating it from a lot with a zoning classification other than those zones specified in subsection (1) of this section, may also be used for loading docks.	**Yes.** Although there is no minimum setback for this project, **t**he proposed building is setback at least 25 feet away. The front 25 feet is proposed to be new landscaping and driveway access.
Height requirements. The height of structures, including buildings, shall be as follows: (a) Structures shall not exceed forty (40) feet at the yard setback line. (b) Buildings shall not exceed fifty (50) feet unless a height up to seventy-five (75) feet is approved pursuant to Section 9.240.370. (c) Structures other than buildings shall not exceed fifty (50) feet unless a height up to one hundred and five (105) feet is approved pursuant to Section 9.240.370. (d) Broadcasting antennas shall not exceed fifty (50) feet unless a greater height is approved pursuant to Section 9.240.370.	**Yes.** As stated above, no minimum setbacks are required for the building. The greatest height of the building is 27 feet and 6 inches.
Masonry wall. Prior to occupancy of any industrial use permitted in this chapter, a six (6) foot high solid masonry wall or combination landscaped earthen berm and masonry wall shall be constructed on each property line that adjoins any parcel specifically zoned for residential use, unless otherwise approved by the Hearing Officer or body.	**Yes.** A six (6) foot high concrete masonry unit (CMU) split-face wall, with pilasters spaced every 40 feet, is proposed along all property lines, with the exception of the front yard setback area.

Landscaping. (a) A minimum of ten (10) percent of the site proposed for development shall be landscaped and irrigated. (b) A minimum ten (10) foot strip adjacent to street right-of-way lines shall be appropriately landscaped and maintained, except for designated pedestrian and vehicular access ways. Said landscaped strip shall not include landscaping located within the street right-of-way. (c) A minimum twenty (20) foot strip adjacent to lots zoned R-R, R-1, R-A, R-2, R-3, R-4, R-6, R-T, R-T-R, or W-2-M, or separated by a street from a lot with said zoning, shall be landscaped and maintained, unless a tree screen or other buffer treatment is approved by the Hearing Officer or body. However, in no case shall said landscaping be less than ten (10) feet wide excluding curbing.	**Yes.** The project exceeds the minimum 10% by providing 12% of the site to be landscaped and irrigated. In addition to the 10 foot wide landscape strip in the parkway along Rubidoux Boulevard, an additional 20 foot wide on-site landscaping is proposed along the property line.
Parking areas. Parking areas shall be provided as required by Section 9.240.120.	**Yes.** The plans demonstrates compliance with Section 9.240.120 as the project meets the minimum required amount for standard parking (23 spaces) (based on the number of employees and company vehicles associated with the use), shading for parking area (40 percent) and in addition to compliance with Municipal Code Chapter 9.283 (Water Efficient Landscape Design Requirements).
Trash collection areas. Trash collection areas shall be screened by landscaping or architectural features in such a manner as not to be visible from a public street or from any adjacent residential area.	**Yes.** The proposed trash enclosure is to be screened behind a proposed split-face CMU wall and landscaping, which are both required development standards for the project.
Outside storage and service areas. Outside storage and service areas shall be screened by structures or landscaping.	**Yes.** The outdoor storage of the trucks and trailers are to be screened both by a proposed six (6) high split-face CMU wall, and landscaping in the form of 15-gallon box trees.
Mechanical equipment. Mechanical equipment used in the manufacturing process shall be required to be enclosed in a building, and roof-mounted accessory equipment may be required to be screened from view.	**Yes.** Minor repair equipment associated with the use is proposed to be enclosed within the proposed building. Additionally, the building's design will completely screen any roof-mounted equipment.
Lighting. All lighting fixtures, including spot lights, electrical reflectors and other means of illumination for signs, structures, landscaping, parking, loading, unloading and similar areas, shall be focused, directed, and arranged to prevent glare or direct illumination on streets	**Yes.** The submitted Photometric Plan shows the proposed coverage of outdoor lighting associated with the use, and demonstrates that it will be focused, directed, and arranged to prevent spillage onto adjacent properties. To ensure the latter, the Plan indicates that any exterior lighting will include shields to prevent any light spillage and a

or adjoining property.	condition of approval will require further review of construction plans.

IV. SITE DESIGN & USE

a) ***Operations.*** The project site will serve as an administration office and outdoor storage of tractor trucks and trailers for JNB Transport, LLC. On-site activities include the following:

- Office use for dispatching trucks
- Outdoor storage of 27 tractor trucks and 14 trailers
- Ancillary, minor vehicle maintenance and repair to their own fleet of trucks to occur inside the proposed building

Hours of operation are proposed from 7:00 a.m. to 5:00 p.m., Monday through Friday. Up to 24 employees are anticipated to provide minor vehicle repairs on their own fleet and site maintenance, and manage the outdoor inventory of trucks and trailers. Additionally, only minor repair equipment associated with the use, such as rollaway toolboxes and wheel alignment machines, are proposed within the building. Any trucks requiring major repairs involving dismantling and body work will be taken off-site.

Typical operations would warrant up to 25 truck trips per week, with a potential daily peak of five (5) trucks. Based on the submitted Noise Study, the IS/MND states that no off-site noise impacts would occur from on-site truck delivery, and the loading/unloading of trailers. Therefore, no noise reduction measures are required.

b) ***Overall Site Development.*** A 15,000 square-foot building is proposed on a total of approximately 3.68 acres of vacant land. The property is shaped as a flag lot, which utilizes a narrow strip of frontage to provide vehicular access from Rubidoux Boulevard to the proposed building. Because of the narrow front portion of the property, the building is proposed 175 feet away from Rubidoux Boulevard. There is at least 35 feet of landscaping within the entry point along Rubidoux Boulevard, and a 10-foot landscape planter along all property lines in the property's interior.

A 6-foot high split-face perimeter wall with pilasters is proposed along all property lines with the exception of the front property line. In combination of the 10 foot wide perimeter landscaping with trees, the wall will screen the outdoor storage of trucks and tractors. Other site improvements include an employee parking area with 23 parking spaces, trash enclosure, landscaping, irrigation, and walls and fences.

c) ***Floor Plan & Elevations***. The proposed building is designed as a concrete tilt-up building with two stories. The maximum height of the building is 27 feet 6 inches. The primary use of the first floor is for the minor maintenance and repair of the trailers and trucks. There are a total of five (5) service bays located on the northern side of the building. No major maintenance and repair work are proposed on-site. The remaining portion and entire second floor is dedicated for office space.

d) ***Engineering Review.*** Engineering Department has reviewed the project for access, circulation, grading, and drainage. Conditions of approval have been prepared that address those items, in relation to both the project's construction and the final technical reports submitted by the Applicant.

V. FINDINGS FOR APPROVAL OF A CONDITIONAL USE PERMIT.

Per Municipal Code Section 9.240.280, "A Conditional Use Permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety or general welfare of the community".

The proposed project is compatible with adjacent industrial land uses and is consistent with Light Industrial land use designation and M-SC zone. The project operations are screened by dense landscaping and walls and fences. Furthermore, the building is oriented so the operations are screened from Rubidoux Blvd.

The proposed conditions of approval and Mitigated Monitoring and Reporting Program (MMRP) ensure that the proposed project will have a less than significant impact to the surrounding uses and will, therefore, not be detrimental to the health, safety or general welfare of the community. Furthermore, the site will greatly be enhanced with new landscaped parkway improvements, quality architectural building design, decorative walls/fencing and beautiful, and perimeter landscaping. Therefore, the proposed project is consistent with the existing and future industrial development.

Additionally, a CUP shall not be granted unless the project meets all of the following additional findings:

1. The proposed use will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

   The project incorporates landscape screen and wall/fence to adequately screen the project's operations from sensitive land uses. All maintenance and repair work associated with the proposed use is to occur within an enclosed building. The proposed six (6) high perimeter split-face CMU wall, and ten (10) foot wide landscaped planters enhances the site and screens the on-site operations. Lighting for the site will also be directed only onto the subject property and not spill over to adjacent properties. The municipal code, project design, conditions of approval and MMRP will address most of the impacts so it will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

2. The proposed use will not impact traffic on local or collector streets.

   This project is expected to generate five (5) truck trips a day and would not have a major impact on traffic on local or collector streets.

3. The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks, and recreation facilities.

   There are no child care facilities, schools, parks and /or recreation facilities near this project site. The nearest church is more than 1,000 feet south of the project site. This project has been designed to include a buffer along the perimeter of the site. The buffer is a combination of walls, trees, and landscaping.

4. The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.

   With the construction of this project, it will enhance this neighborhood as it develops a vacant site. To provide security for the site and to deter vandalism, the project includes both six (6) foot high CMU walls and exterior site lighting behind the proposed building.

In addition, conditions of approval will require both property maintenance on a daily basis, and anti-graffiti coating on any proposed perimeter walls and exterior of building walls to half the height of the structure or 12 feet, whichever is more.

PUBLIC COMMENTS

The Planning Department mailed a bilingual notice of public hearing to surrounding property owners within a 1,000-foot radius of the project site's boundaries, and extended the radius to the end of the block which is further than 1,000 feet. The purpose is to notify all property owners on the same block. See attached radius map. Additionally, a legal advertisement was published in the Press Enterprise, containing the Notice of Intent to adopt the IS/MND. As of the date of this staff report, no comments have been received.

CONCLUSION

The proposed project will revitalize the existing underutilized site in featuring site upgrades such as attractive architectural building design, perimeter walls/fencing and landscape screening and overall site improvements. The project adheres to applicable goals and policies in the General Plan and is consistent with the requirements within the City's zoning code. Potential impacts have been analyzed and mitigation measures have been incorporated to reduce any impacts to a "less than significant level". Based upon the findings set forth above, staff recommends approval of Conditional Use Permit (CUP) No. 18011, subject to the attached, recommended conditions of approval.

Prepared by:

Chris Mallec
Associate Planner

Submitted by:

Thomas G. Merrell, AICP
Planning Director

Reviewed by:

//s// Serita Young

Serita Young

Deputy City Attorney

ATTACHMENTS

1. Resolution No. 2020-04-08-02
    a. Exhibit A: Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP)
    b. Exhibit B: Recommended Conditions of Approval
2. Plans:
    a. Architectural Plans
    b. Conceptual Grading Plans
    c. Conceptual Landscape Plans
3. Radius Map for Public Notice

ATTACHMENT NO. 1

Resolution No. 2020-04-08-02

RESOLUTION NO. 2020-04-08-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING CONDITIONAL USE PERMIT NO. 18011 TO PERMIT THE CONSTRUCTION OF A 15,000 SQUARE-FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING FOR THE ESTABLISHMENT OF A TRUCKING OPERATION USE ON APPROXIMATELY 3.68 ACRES OF REAL PROPERTY LOCATED ALONG RUBIDOUX BOULEVARD, NORTH OF 28TH STREET (APN: 178-222-010) IN THE MANUFACTURING-SERVICE COMMERCIAL (M-SC) ZONE

THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. **Project**. Lord Contractors (the "Applicant") has applied for Conditional Use Permit No. 18011 (Master Application No. 18239 or MA No. 18239) to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone and designated Light Industrial (LI) (the "Project").

Section 2. **Conditional Use Permit**.

(a) The Applicant is seeking approval of Conditional Use Permit No. 18011 to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone.

(b) Section 9.148.020.(3)(ff) of the Jurupa Valley Municipal Code provides that draying, freighting, and trucking operations uses may be located in the M-SC Zone provided a conditional use permit has been granted pursuant to Section 9.240.280 of the Jurupa Valley Municipal Code.

(c) Section 9.240.280.(3) of the Jurupa Valley Municipal Code provides that a public hearing shall be held on the application for a conditional use permit in accordance with the provisions of Section 9.240.250, all of the procedural requirements and rights of appeal as set forth therein shall govern the hearing, and the hearing body in Section 9.240.250 shall be defined as the Planning Commission of the City of Jurupa Valley.

(d) Section 9.240.250(5) of the Jurupa Valley Municipal Code provides that the hearing body shall hear relevant testimony from interested persons and make its decision

within a reasonable time after the close of the public hearing. Notice of the decision shall be filed by the Planning Director with the City Clerk, together with a report of the proceedings, not more than ten (10) days after the decision. A copy of the notice of decision shall be mailed to the applicant and to any person who has made a written request for a copy of the decision. If the hearing body is unable to make a decision, that fact shall be filed with the City Clerk in the same manner for reporting decisions and shall be considered as a notice of denial of the application by the hearing body.

(e) Section 9.240.280.(4) of the Jurupa Valley Municipal Code provides that a conditional use permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety, or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety, or general welfare of the community.

(f) Section 9.148.020(4) of the Jurupa Valley Municipal Code provides that a conditional use permit required for the use listed in Section 9.148.020(3)(ff) shall not be granted unless the applicant demonstrates that the proposed use meets the general welfare standard articulated in Section 9.240.280(4) and meets all of the following additional findings:

1) The proposed use will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights.

2) The proposed use will not impact traffic on local or collector streets.

3) The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities.

4) The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.

(g) Section 9.240.250(6) of the Jurupa Valley Municipal Code provides that for any decision where the hearing body is the Planning Commission and it has rendered a final decision rather than a recommendation to the City Council, an appeal of that decision shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110.

(h) Section 9.05.100.A. of the Jurupa Valley Municipal Code provides that for any quasi-judicial decision of the Planning Commission in which it has rendered a final decision, rather than a recommendation to the City Council, that decision shall be considered final unless a written appeal, with the required appeal fee, is filed with the City Clerk within ten (10) calendar days after the date of the decision and the appeal shall be processed and resolved in accordance with the provisions of this section. In the event the tenth day falls on a Saturday, Sunday or city holiday, the appeal and the applicable appeal fee shall be filed with the City Clerk on or before the close of business on the next city business day thereafter. The written appeal and appeal fee shall be filed on or before the close of business on the last day of the appeal period.

(i) Section 9.05.100.B. of the Jurupa Valley Municipal Code provides that an appeal may be filed by the applicant for a land use entitlement, the owner of the property subject to the application, a person who presented oral or written comments to the Planning Commission, or any other interested person. An appeal may be filed by an individual Council Member or by the City Council, provided, however, that any such appeal shall be solely on the basis that the issues related to the application are important to the city and should be decided by the entire City Council, and, provided further, that an appeal by an individual Council Member or the Council shall not mean, nor shall it be construed to mean, that the individual Council Member or the City Council is expressing a view in favor of or in opposition to the application. Except for appeals by an individual Council Member or the City Council, the appeal shall be accompanied by the appeal fee set forth in Chapter 3.65 or resolution of the City Council. Any appeal filed by an individual Council Member or by a majority vote of the Council does not require the payment of a fee. The Director of Planning shall prepare appeal forms for these appeals.

(j) Section 9.05.100.C. of the Jurupa Valley Municipal Code provides that upon the filing of an appeal, the decision of the Planning Commission appealed from shall be suspended until such time as the appeal is decided by the City Council or is otherwise resolved as provided in Section 9.05.100 of the Jurupa Valley Municipal Code.

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

(a) The application for MA No. 18239 was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On April 8, 2020, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 18239, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing.

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

Section 4. **California Environmental Quality Act Findings for Adoption of Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program**. The Planning Commission of the City of Jurupa Valley does hereby make the following environmental findings and determinations in connection with the approval of the Project:

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

(b) Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The public comment period commenced on March 12, 2020, and expired on April 1, 2020. Copies of the documents have been available for public review and inspection at City Hall, 8930 Limonite Avenue, Jurupa Valley, California 92509. The City did not receive any comments during the public review period.

(c) The Planning Commission has reviewed the MND and the Mitigation Monitoring and Reporting Program ("MMRP"), attached as Exhibit "A," and all comments received regarding the MND and, based on the whole record before it, finds that:

1) The MND was prepared in compliance with CEQA;

2) With the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; and

3) The MND reflects the independent judgment and analysis of the Planning Commission.

(d) Based on the findings set forth in this Resolution, the Planning Commission hereby adopts the MND and MMRP for the Project.

(e) The Planning Director is authorized and directed to file a Notice of Determination in accordance with CEQA.

Section 5. **Findings for Approval of Conditional Use Permit**. The Planning Commission of the City of Jurupa Valley does hereby find, determine, and declare that the proposed Conditional Use Permit No. 18011 should be granted because the proposed 15,000 square-foot concrete tilt-up industrial building for trucking operation use:

(a) Will not be detrimental to the health, safety, or general welfare of the community. The proposed Project is compatible with adjacent industrial land uses and is consistent with the Manufacturing-Service Commercial (M-SC) Zone and Light Industrial (LI) land use designation. The Project operations are screened by dense landscaping and walls and fences. Furthermore, the Project building is oriented so the operations are screened from Rubidoux Boulevard. The proposed Conditions of Approval and mitigation measures ensure that the proposed Project will have a less than significant impact to the surrounding land uses and will, therefore, not be detrimental to the health, safety or general welfare of the community. Furthermore, the site will greatly be enhanced with new landscaped parkway improvements, quality architectural building design, decorative walls/fencing and beautiful, dense landscaping around the site perimeter. Therefore, the proposed Project is consistent with the existing and future industrial development.

(b) Will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights. The Project incorporates landscape screen and wall/fence to adequately screen the Project's operations from sensitive land uses. All maintenance and repair work associated with the proposed use is to occur within an enclosed building. The proposed six (6) high split-face CMU wall, and ten (10) foot wide landscaped planters enhances the site and screens the on-site operations. Lighting for

the site will also be directed only onto the subject property and not spill over to adjacent properties. The Municipal Code, project design, Conditions of Approval, and MMRP will address most of the impacts so it will not adversely affect any residential neighborhood or property in regard to aesthetics, solar access, privacy, noise, fumes, odors, or lights.

(c) Will not impact traffic on local or collector streets. The Project is expected to generate five (5) truck trips a day and would not have a major impact on traffic on local or collector streets.

(d) Is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities. There are no child care facilities, schools, parks and /or recreation facilities near the Project site. The nearest church is more than one thousand (1,000) feet south of the Project site. The Project has been designed to include a buffer along the perimeter of the site. The buffer is a combination of walls, trees, and landscaping.

(e) Does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime. With the construction of the Project, it will enhance this neighborhood as it develops a vacant site. To provide security for the site and to deter vandalism, the Project includes both six (6) foot high CMU walls and exterior site lighting behind the proposed building. In addition, Conditions of Approval will require both property maintenance on a daily basis, and anti-graffiti coating on any proposed perimeter walls and exterior of building walls to half the height of the structure or twelve (12) feet, whichever is more.

Section 6. **Approval of Master Application No. 18239 with Conditions**. Based on the foregoing, the Planning Commission of the City of Jurupa Valley hereby approves Conditional Use Permit No. 18011 to permit the construction of a 15,000 square-foot concrete tilt-up industrial building for the establishment of a trucking operation use on approximately 3.68 acres of real property located along Rubidoux Boulevard (APN: 178-222-010) in the Manufacturing-Service Commercial (M-SC) Zone and designated Light Industrial (LI), all subject to the recommended conditions of approval attached hereto as Exhibit "B".

Section 7. **Certification**. The Planning Director shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Jurupa Valley on this 8th day of April, 2020.

_____

Arleen Pruitt
Chair of Jurupa Valley Planning Commission

ATTEST:

_____
Thomas G. Merrell, AICP
Planning Director/Secretary to the Planning Commission

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF JURUPA VALLEY)

I, Thomas G. Merrell, Planning Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-04-08-02 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 8th day of April, 2020, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

ABSTAIN: COMMISSION MEMBERS:

_____
THOMAS G. MERRELL
PLANNING DIRECTOR

EXHIBIT A OF ATTACHMENT 1

IS/MND with MMRP

Initial Study/Mitigated Negative Declaration

City of Jurupa Valley Master Application 18239

Conditional Use Permit No. 18011

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Chris Mallec, Associate Planner
(951) 332-6464
cmallec@jurupavalley.org

Applicant:

Havana Investment Group, LLC
17130 Van Buren Blvd. #419
Riverside, CA 92504

March 5, 2020

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MASTER APPLICATION 18239 SUMMARY

The project would construct a 15,000 square-foot (sf), tilt-up concrete wall building with a 1,500 sf first floor office, a 1,500 sf second floor office, and a 13,500 sf service shop on a 3.68-acre lot, for semi-truck and trailer repair services. The total building square footage area would be 16,500 sf.

1.0. INTRODUCTION

1.1 Purpose of an Initial Study

The California Environmental Quality Act (CEQA) requires that before a public agency makes a decision to approve a project that could have one or more adverse effects on the physical environment, the agency must inform itself about the project's potential environmental impacts, give the public an opportunity to comment on the environmental issues, and take feasible measures to avoid or reduce potential harm to the physical environment.

The purpose of this Initial Study is to provide a preliminary analysis of a proposed action to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report should be prepared for a project. An Initial Study also enables an applicant or the City of Jurupa Valley to modify a project, mitigating adverse impacts in lieu of preparing an Environmental Impact Report, thereby potentially enabling the project to qualify for a Negative Declaration or a Mitigated Negative Declaration.

1.2 Purpose of a Mitigated Negative Declaration

A Mitigated Negative Declaration is a written statement by the City of Jurupa Valley that the Initial Study identified potentially significant environmental effects of the Project but the Project is revised or mitigation measures are required to eliminate or mitigate impacts to less than significant levels.

1.3 Initial Study/Mitigated Negative Declaration Document

This document in its entirety is an Initial Study/Mitigated Negative Declaration prepared in accordance with the California Environmental Quality Act (CEQA), including all criteria, standards, and procedures of CEQA (California Public Resource Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000 et seq.).

1.4 Public Review and Processing of the Initial Study/Mitigated Negative Declaration

This Initial Study/Mitigated Negative Declaration and a Notice of Intent to adopt the Mitigated Negative Declaration was distributed to the following entities for a 20-day public review period:

1) Organizations and individuals who have previously requested such notice in writing to the City of Jurupa Valley;

2) Responsible and trustee agencies (public agencies that have a level of discretionary approval over some component of the proposed Project); and

3) The Riverside County Clerk.

The Notice of Intent also was noticed to the general public in the *Riverside Press-Enterprise*, which is a primary newspaper of circulation in the areas affected by the Project.

The Notice of Intent identifies the location(s) where the Initial Study/Mitigated Negative Declaration and its associated Mitigation Monitoring Reporting Program and technical reports are available for public review. During the 20-day public review period, comments on the adequacy of

the Initial Study Checklist/Mitigated Negative Declaration document may be submitted to the City of Jurupa Valley Planning Department.

Following the 20-day public review period, the City of Jurupa Valley Planning Department will review any comment letters received during to determine whether any substantive comments were provided that may warrant revisions or recirculation to the Initial Study/Mitigated Negative Declaration document. If recirculation is not required (as defined by CEQA Guidelines §15073.5(b)), written and/or oral responses will be provided to the decision making body for the Project (e.g. Planning Director, Planning Commission, or City Council).

Following the 20-day public review period, the City of Jurupa Valley Planning Department will review any comment letters received during to determine whether any substantive comments were provided that may warrant revisions or recirculation to the Initial Study/Mitigated Negative Declaration document. If recirculation is not required (as defined by CEQA Guidelines §15073.5(b)), written and/or oral responses will be provided to the decision making body for the Project (e.g. Planning Director, Planning Commission, or City Council).

At the conclusion of the public hearing process, the decision making body will take action to approve, conditionally approve, or deny the proposed Project. If approved, the decision making body will adopt findings relative to the Project's environmental effects as disclosed in the Initial Study /Mitigated Negative Declaration and a Notice of Determination will be filed with the Riverside County Clerk.

1.5 Initial Study /Mitigated Negative Declaration Findings and Conclusions

Section 3.0 of this document contains the Initial Study that was prepared for the proposed Project pursuant to CEQA and City of Jurupa Valley requirements.

The Initial Study determined that implementation of the proposed Project would result in **no impacts or less than significant** impacts with implementation of Plans, Policies, Programs, or Project Design Features to the environment under the following issue areas:

- Aesthetics
- Air Quality
- Agriculture and Forestry Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Transportation
- Wildfire

The Initial Study determined that the proposed Project would result in **potentially significant impacts** to the following issue areas, but the Project **will incorporate mitigation measures** that

would avoid or mitigate effects to a point where clearly no significant environmental impacts on the environment would occur:

- Biological Resources
- Cultural Resources
- Noise
- Tribal Cultural Resources
- Utilities and Service Systems

The Initial Study determined that, with the incorporation of mitigation measures, there is no substantial evidence, in light of the whole record before the Lead Agency (City of Jurupa Valley), that the Project may have a significant effect on the environment. Therefore, based on the findings of the Initial Study, the City of Jurupa Valley determined that a Mitigated Negative Declaration is the appropriate CEQA determination for the Project pursuant to CEQA Guidelines § 15070(b).

2.0 PROJECT BACKGROUND

2.1 Project Location

The City of Jurupa Valley covers approximately 43.5 square miles within the County of Riverside. The City is bordered by the City of Fontana and County of San Bernardino to the north, City of Norco and the City of Riverside to the south, City of Eastvale to the west, and City of Riverside and County of San Bernardino to the east. Specifically, the Project is located on the east side of Rubidoux Boulevard between 26th & 28th Streets. The Project site is also identified by the following Assessor Parcel Number: APN: 178-222-010.

2.2 Project Description

The Project Applicant, Havana Investment Group, LLC, submitted the following application to the City of Jurupa Valley, which comprise the proposed Project: Conditional Use Permit (CUP) 18011. The City of Jurupa Valley also refers to this application as Master Application (MA) No. 18239. The Project's application materials are on file with the City of Jurupa Valley Planning Department, 8930 Limonite Avenue, Jurupa Valley, CA 92509 and are hereby incorporated by reference.

A. Conditional Use Permit (SDP) 18011: The Project would construct a 15,000 square-foot (sf), tilt-up concrete wall building with a 1,500 sf first floor office, a 1,500 sf second floor office, and a 13,500 sf service shop on a 3.68-acre lot. The total building square footage area would be 16,500 sf.

The primary site improvements are described as follows:

Street Improvements and Access

Rubidoux Boulevard is a paved, City-maintained street with curb and gutter. The Project will construct half-width street improvements along the Project frontage are required in conformance with County of Riverside Transportation Department Standard Drawing No. 93 (38ft/59ft).

Water and Wastewater Improvements

Water: An existing 8-inch and 24-inch water mains front the property in Rubidoux Boulevard. The Project will connect to these existing water lines.

Wastewater: The Project is proposing to install a 1,500 gallon septic system.

Drainage Improvements

Storm water will sheet across proposed AC pavement and landscaping in a southerly and westerly direction towards the south boundary. A storm drain inlet will be proposed east of the proposed building to intercept site flows and convey them into an underground infiltration system.

E. Operational Characteristics

The Project would be operated as a truck repair and service facility. As such, typical operational characteristics include employees and customers traveling to and from the site, delivery of supplies to the site, and maintenance activities.

2.3 Existing Site Conditions/Environmental Setting

CEQA Guidelines §15125 establishes requirements for defining the environmental setting to which the environmental effects of a proposed project must be compared. The environmental setting is defined as "…the physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time the environmental analysis is commenced…" (CEQA Guidelines §15125[a]). A Notice of Preparation was not required at the time the Initial Study was commenced. Thus the environmental setting for the Project is the approximate date that the Project's Initial Study Checklist commenced in May, 2019.

The Project site is undeveloped and is bordered to the northeast by vacant land, to the northwest by Rubidoux Boulevard followed by industrial and residential land uses, to the southeast by vacant land, and the southwest by Rubidoux Boulevard, vacant land, residential development, commercial development, and industrial development. Access to the Project site is provided by Rubidoux Boulevard which is a paved roadway with curb, gutter, and sidewalk adjacent to the site.

The site is more or less flat and level except for a few piles of broken concrete. The site elevation ranges from approximately 855 to 865 feet above mean sea level. The only mapped soil on the site is Ramona sandy loam. Soil observed throughout the site appears to be consistent with this designation.

Vegetation on the site consists of non-native grassland. There are a few ornamental trees, primarily along its eastern edge. Dominant species include cheeseweed mallow (*Malva parviflora*), mouse barley (*Hordeum murinum*), redstem stork's bill (*Erodium cicutarium*), and athel (*Tamarix aphylla*). There are no other plant communities on the site. The Project site has been subjected to surface disturbance from weed abatement disking. Concrete rubble and modern refuse were noted on the surface throughout the Project site.

Existing and surrounding land uses are shown in Table 1.

Table 1. Existing and Surrounding Land Uses

Location	Existing Use
Site	Vacant land
Northeast	Vacant land
Northwest	Industrial and residential land uses across Rubidoux Boulevard
Southeast	Residential land uses across vacant/undeveloped land
Southwest	Residential, commercial, and utility land uses along the project site boundary facing 28th Street
Source: Field Inspection, May, 2019	

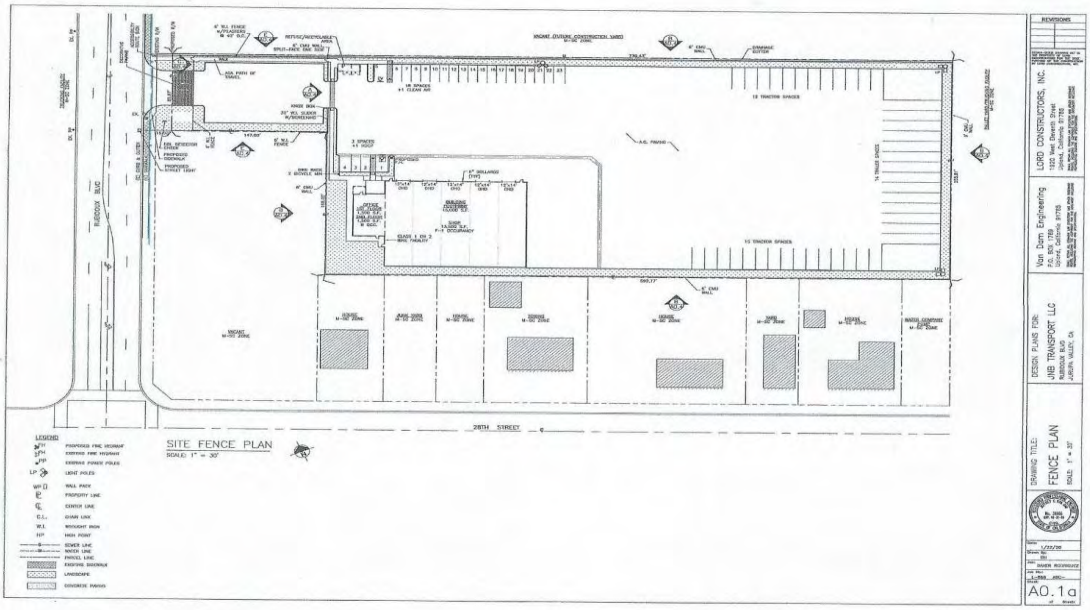
2.4 Existing General Plan Land Use and Zoning Designations

The Project site's General Plan land use designation is CR (Commercial Retail) which allows local- and regional-serving retail and service uses. The Project's zoning classification is C-1/C-P (General Commercial). A summary of the existing General Plan land use and zoning designations for the Project site and surrounding properties is provided in Table 2.

Table 2. Existing and Surrounding General Plan Designations and Zoning Classifications

Location	General Plan Designation	Zoning Designation
Site	LI (Light Industrial)	M-SC (Manufacturing Service Commercial)
Northeast	LI (Light Industrial)	M-SC (Manufacturing Service Commercial)
Northwest	LI (Light Industrial)	LI (Light Industrial)
Southeast	LI (Light Industrial)	M-SC (Manufacturing Service Commercial)
Southwest	CR (Commercial Retail)	C-1/C-P (General Commercial)
Source: City of Jurupa Valley-General Plan Land Use Map May, 2018		

MA 18239 **Havana Investment Group, LLC**	**Project Location Map/Aerial Photo**	**Exhibit 1**



MA 18239 **Havana Investment Group, LLC**	**Illustrative Site Plan**	**Exhibit 2**

3.0 INITIAL STUDY CHECKLIST

Evaluation Format

This Initial Study Checklist has been prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. The Project is evaluated based on its potential effect on eighteen (18) environmental factors categorized as follows, as well as Mandatory Findings of Significance:

1. Aesthetics
2. Agriculture & Forestry Resources
3. Air Quality
4. Biological Resources
5. Cultural Resources
6. Energy
7. Geology & Soils
8. Greenhouse Gas Emissions
9. Hazards & Hazardous Materials
10. Hydrology & Water Quality
11. Land Use & Planning
12. Mineral Resources
13. Noise
14. Population & Housing
15. Public Services
16. Recreation
17. Transportation
18. Tribal Cultural Resources
19. Utilities and Service Systems
20. Wildfire
21. Mandatory Findings of Significance

Each factor is analyzed by responding to a series of questions pertaining to the impact of the Project on the particular factor in the form of a checklist. This Initial Study provides a manner to analyze the impacts of the Project on each factor in order to determine the severity of the impact and determine if mitigation measures can be implemented to reduce the impact to less than significant without having to prepare an Environmental Impact Report.

CEQA also requires Lead Agencies to evaluate potential environmental effects based to the fullest extent possible on scientific and factual data (CEQA Guidelines §15064[b]). A determination of whether or not a particular environmental impact will be significant must be based on substantial evidence, which includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts (CEQA Guidelines §15064f[5]).

The effects of the Project are then placed in the following four categories, which are each followed by a summary to substantiate why the Project does not impact the particular factor with or without mitigation. If "Potentially Significant Impacts" that cannot be mitigated are determined, then the Project does not qualify for a Mitigated Negative Declaration and an Environmental Impact Report must be prepared:

Potentially Significant Impact	*Less Than Significant Impact with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
Potentially significant impact(s) have been identified or anticipated that cannot be mitigated to a level of insignificance. An Environmental Impact Report must therefore be prepared.	Potentially significant impact(s) have been identified or anticipated, but mitigation is possible to reduce impact(s) to a less than significant category. Mitigation measures must then be identified.	No "significant" impact(s) identified or anticipated. Therefore, no mitigation is necessary.	No impact(s) identified or anticipated. Therefore, no mitigation is necessary.

Throughout the impact analysis in this Initial Study Checklist, reference is made to the following:

- **Plans, Policies, Programs (PPP)** – These include existing regulatory requirements such as plans, policies, or programs applied to the Project based on the basis of federal, state, or local law currently in place which effectively reduce environmental impacts.

- **Project Design Features (PDF*)*** – These measures include features proposed by the Project that are already incorporated into the Project's design and are specifically intended to reduce or avoid impacts (e.g., water quality treatment basins).

- **Mitigation Measures (MM)** – These measures include requirements that are imposed where the impact analysis determines that implementation of the proposed Project would result in significant impacts. Mitigation measures are proposed to reduce impacts to less than significant levels in accordance with the requirements of *CEQA*.

Plans, Policies, or Programs (PPP*)* and the Project Design Features (PDF) were assumed and accounted for in the assessment of impacts for each issue area if applicable.

Mitigation Measures (MM) were formulated only for those issue areas where the results of the impact analysis identified significant impacts that could to be reduced to less than significant levels.

All three types of measures described above may be required to be implemented as part of the Project, and will be included in the Mitigation Monitoring and Reporting Program for the Project.

Environmental Factors Requiting Mitigation

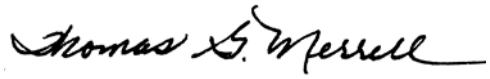
The environmental factors marked with an "X" below would be affected by this Project and thus **require mitigation to reduce impacts to "less than significant**" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☒ Utilities and Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

Determination

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be recommended for adoption.	
I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project Applicant. A MITIGATED NEGATIVE DECLARATION will be recommended for adoption.	X
I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed Project could have a significant effect on tyhe environment, because all potgentially significnat effect (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION, pursuant to all applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures are are imposed upon the proposed Project, nothing further is required.	



	City of Jurupa Valley
Signature	**Agency**
Thomas G. Merrell, AICP, Planning Director	March 5,, 2020
Printed Name/Title	**Date**

Appendices (Under Separate Cover or on Compact Disk)

Appendix A. *Air Quality and Greenhouse Gas Impact Analysis*, LSA, March 2019.

Appendix B. *Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report*, LSA, February 2019.

Appendix C. *Burrowing Owl Survey*, LSA, July 16, 2019.

Appendix D. *Cultural Resources Assessment*, LSA, January 2019.

Appendix E. *Feasibility Study- Report of Soils and Foundation Evaluations,* Soils Southwest, Inc., July 19, 2019.

Appendix F. *Report of Private Sewage Disposal Design*, Soils Southwest, Inc., October 21, 2019.

Appendix G. *Paleontological Analysis*, LSA, July 17, 2019.

Appendix H. *Phase I Environmental Site Assessment*, HEI Corporation, August 12, 2019.

Appendix I *Shallow Soil & Debris Pile Sampling Report*, The Reynolds Group, January 17, 2020.

Appendix J. *Preliminary Water Quality Management Plan*, Land Development Design Company, LLC, July 30, 2018.

Appendix K. *Noise and Vibration Impact Analysis*, LSA, July 2019.

Appendix L. *Trip Generation Memorandum*, LSA, February 14, 2019.

Appendix M. *Water and Sewer Will Serve Letter*, Rubidoux Community Services District, June 27, 2019.

3.1 AESTHETICS

Would the Project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?			■	
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				■
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			■	
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			■	

3.1 (a) Have a substantial adverse effect on a scenic vista?

Determination: Less Than Significant Impact.
Sources: General Plan, Google Earth, Project Application Materials

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts related to scenic vistas. This measure will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.1-1 As required by Municipal Code Section 9.148-040 (3)(b), Buildings shall not exceed fifty (50) feet unless a height up to seventy-five (75) feet is approved pursuant to Section 9.240.370.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

The Project site is located on the east side of Rubidoux Boulevard between 26th Street and 28th Street within a mixed commercial, industrial and residential area of the City. According to the

General Plan, scenic vistas are points or corridors that are accessible to the public and that provide a view of scenic areas and/or landscapes.

Scenic vistas in the Project vicinity are the La Loma Hills located approximately 2.5 miles to the northeast of the Project site and Rattlesnake Mountain located approximately 1 mile to the northwest of the Project site.

As required by PPP 3.1-1 above, any buildings proposed on the Project site are restricted to 50 feet in height and in no case higher than 75 feet unless a zoning variance is approved. As proposed, the proposed buildings are 27.6-feet in height. As such, the Project will not exceed the maximum height allowed and would not block or completely obstruct views from surrounding public vantage points (Rubidoux Boulevard) to Rattlesnake Mountain or the La Loma Hills visible in the horizon under existing conditions.

Based on the analysis above, impacts to scenic vistas would be less than significant.

3.1 (b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Determination: No Impact.
Sources: California Department of Transportation "Scenic Highway Program Eligible and Officially Designated Routes," General Plan, General Plan Figure 4.23, Google Earth.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

California's Scenic Highway Program was created by the Legislature in 1963. Its purpose is to protect and enhance the natural scenic beauty of California highways and adjacent corridors, through special conservation treatment. The state laws governing the Scenic Highway Program are found in the Streets and Highways Code, Sections 260 through 263.

According to the California Department of Transportation, the Project site is not located within a State Scenic Highway. As such, there is no impact.

3.1 (c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Determination: Less Than Significant Impact.
Sources: Project Application Materials, Google Earth.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

According to the Census 2010 Urbanized Area Outline Maps, the Project site is located in the Riverside-San Bernardino, CA Urbanized Area. The Project is subject to General Plan Policy COS-9.3 which requires that urban development implement the aesthetic principles for design context, utilities and signs, streetscapes and major roadways and General Plan Policy COS 9.4 which requires the consideration of the effects of new development, streets and road construction, grading and earthwork, and utilities on views and visual quality.

In addition, the Project is subject to the development standards required by Municipal Code Section 9.148.040 for the M-SC zone. Compliance with these mandatory General Plan and Municipal Code requirements will ensure that the Project will not degrade the existing visual character or quality of public views of the site and its surroundings.

Based on the analysis above, impacts would be less than significant and no mitigation measures are required.

3.1 (d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Determination: Less Than Significant Impact.
Sources: Project Application Materials.

Plans, Policies, or Programs (PPP)

The following apply to the Project and would help reduce impacts related to light and glare. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.1-2 All outdoor lighting shall be designed and installed to comply with California Green Building Standard Code Section 5.106 or with a local ordinance lawfully enacted pursuant to California Green Building Standard Code Section 101.7, whichever is more stringent.

Project Design Features (PDF)

PDF 3.1-1 As required by the building elevations submitted as part of the application materials for MA 18239, the primary exterior of the proposed buildings will consist of concrete tilt-up panels and tempered glass with glazing.

Impact Analysis

The Project would increase the amount of light in the area above what is being generated by the vacant site by directly adding new sources of illumination including security and decorative lighting for the proposed buildings. With implementation of PPP 3.1-2 and PDF 3.1-1, impacts relating to light and glare are less than significant.

3.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:	**Potentially Significant Impact**	**Less Than Significant Impact With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				■
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				■
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				■
d. Result in the loss of forest land or conversion of forest land to non-forest use?				■
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				■

3.2 (a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? .

Determination: No Impact
Sources: California Department of Conservation "Farmland Mapping and Monitoring Program.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

The Project site does not contain any lands designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as mapped by the State Department of Conservation Farmland Mapping and Monitoring Program. The Project site is classified as "Other Lands" by the State Department of Conservation Farmland Mapping and Monitoring Program. As such, the Project has no potential to convert such lands to a non-agricultural use and no impact would occur.

3.2 (b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

Determination: No Impact.
Sources: General Plan Land Use Map, Zoning Map.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

Agricultural Zoning

The Project site is zoned M-SC (Manufacturing-Service Commercial), which allows a variety of commercial uses. The M-SC Zone is not considered a primary agricultural zone. As such, the Project would not conflict with existing zoning for agricultural use.

Williamson Act

Pursuant to the California Land Conservation Act of 1965, a Williamson Act Contract enables private landowners to voluntarily enter into contracts with local governments for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive lower property tax assessments based upon farming and open space uses as opposed to full

market value. According to the Riverside County Map My County website, the site is not under a Williamson Act Contract. As such, there is no impact.

3.2 (c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?

Determination: No Impact.
Sources: General Plan Land Use Map, Zoning Map.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

The Project site is zoned M-SC (Manufacturing-Service Commercial). The Project site does not contain any forest lands, timberland, or timberland zoned as Timberland Production, nor are any forest lands or timberlands located on or nearby the Project site. Because no lands on the Project site are zoned for forestland or timberland, the Project has no potential to impact such zoning. Therefore, no impact would occur.

3.2 (d) Result in the loss of forest land or conversion of forest land to non-forest use?

Determination: No Impact.
Source: Field Survey.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

The Project site and surrounding properties do not contain forest lands, are not zoned for forest lands, nor are they identified as containing forest resources by the General Plan. Because forest land is not present on the Project site or in the immediate vicinity of the Project site, the Project has no potential to result in the loss of forest land or the conversion of forest land to non-forest use. Therefore, no impact would occur.

3.2 (e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?

Determination: No Impact.
Sources: California Department of Conservation.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

The Farmland Mapping and Monitoring Program classifies the Project site as "Other Lands." There is no land being used primarily for agricultural purposes in the vicinity of the site.

The Project site is approximately 3.68 acres in size and is located in an area largely characterized by a mix of residential commercial, and industrial development. The Project site is undeveloped and is bordered to the northeast by vacant land, to the northwest by Rubidoux Boulevard followed by industrial and residential land uses, to the southeast by vacant land, and the southwest by Rubidoux Boulevard, vacant land, residential development, commercial development, and industrial development. In addition, the Project site is planned for industrial uses by the *General Plan* and this type of development has been anticipated for the Project site.

Based on the analysis above, the Project would not result in conversion of Farmland to non-agricultural use and no impacts would occur.

3.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:	**Potentially Significant Impact**	**Less Than Significant Impact With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a. Conflict with or obstruct implementation of the applicable air quality plan?			■	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			■	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			■	
d. Expose sensitive receptors to substantial pollutant concentrations?			■	
e. Create objectionable odors affecting a substantial number of people?			■	

3.3 (a) Conflict with or obstruct implementation of the applicable air quality plan (South Coast Air Quality Management District)?

Determination: Less Than Significant Impact.
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

Federal Air Quality Standards

Under the Federal Clean Air Act, the Federal Environmental Protection Agency establishes health-based air quality standards that California must achieve. These are called "national (or federal) ambient air quality standards" and they apply to what are called "criteria pollutants." Ambient (i.e. surrounding) air quality standard establish a concentration above which a criteria pollutant is known to cause adverse health effects to people. The national ambient air quality standards apply to the following criteria pollutants:

- Ozone (8-hour standard)
- Respirable Particulate Matter (PM_{10})
- Fine Particulate Matter ($PM_{2.5}$)
- Carbon Monoxide (CO)
- Nitrogen Dioxide (NOx)
- Sulphur Dioxide (SO_2), and
- Lead.

State Air Quality Standards

Under the California Clean Air Act, the California Air Resources Board also establishes health-based air quality standards that cities and counties must meet. These are called "state ambient air quality standards" and they apply to the following criteria pollutants:

- Ozone (1-hour standard)
- Ozone (8-hour standard)
- Respirable Particulate Matter (PM_{10})
- Fine Particulate Matter ($PM_{2.5}$)
- Carbon Monoxide (CO)
- Nitrogen Dioxide (NOx)
- Sulphur Dioxide (SO_2), and
- Lead

Regional Air Quality Standards

The City of Jurupa Valley is located within the South Coast Air Basin which is under the jurisdiction of the South Coast Air Quality Management District. The District develops plans and regulations designed to achieve these both the national and state ambient air quality standards described above.

Attainment Designation

An "attainment" designation for an area signifies that criteria pollutant concentrations did not exceed the established standard. In contrast to attainment, a "nonattainment" designation indicates that a criteria pollutant concentration has exceeded the established standard.

Table 3 shows the attainment status of criteria pollutants in the South Coast Air Basin.

Table 3. Attainment Status of Criteria Pollutants in the South Coast Air Basin.

Criteria Pollutant	State Designation	Federal Designation
Ozone – 1 hour standard	Nonattainment	No Standard
Ozone – 8 hour standard	Nonattainment	Nonattainment
Respirable Particulate Matter (PM_{10})	Nonattainment	Attainment
Fine Particulate Matter ($PM_{2.5}$)	Nonattainment	Nonattainment

Criteria Pollutant	State Designation	Federal Designation
Carbon Monoxide (CO)	Attainment	Attainment
Nitrogen Dioxide (N0x)	Attainment	Attainment
Sulfur Dioxide (SO_2)	Attainment	Attainment
Lead	Attainment	Attainment
Source: California Air Resources Board, 2015		

Air Quality Management Plan

The South Coast Air Quality Management District is required to produce air quality management plans directing how the South Coast Air Basin's air quality will be brought into attainment with the national and state ambient air quality standards. The most recent air quality management plan is the *2016 Air Quality Management Plan* and it is applicable to City of Jurupa Valley. The purpose of the *2016 Air Quality Management Plan* is to achieve and maintain both the national and state ambient air quality standards described above.

In order to determine if a project is consistent with the *2016 Air Quality Management Plan*, the South Coast Air Quality Management District has established consistency criterion which are defined in Chapter 12, Sections 12.2 and 12.3 of the South Coast Air Quality Management District's *CEQA Air Quality Handbook* and are discussed below.

Consistency Criterion No. 1: *The proposed project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the 2016 Air Quality Management Plan.*

Consistency Criterion No. 1 refers to violations of the California Ambient Air Quality Standards and National Ambient Air Quality Standards. As evaluated under Issues 3.3 (b), (c), and (d) below, the air emission from construction and operation of the Project will not exceed regional or localized significance thresholds for any criteria pollutant during construction or during long-term operation. Accordingly, the Project's regional and localized emissions would not contribute substantially to an existing or potential future air quality violation or delay the attainment of air quality standards.

Consistency Criterion No. 2: *The proposed project will not exceed the assumptions in the 2016 Air Quality Management Plan.*

The *2016 Air Quality Management Plan* demonstrates that the applicable ambient air quality standards can be achieved within the timeframes required under federal law. Growth projections from local general plans adopted by cities in the district are provided to the Southern California Association of Governments (SCAG), which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP.

The General Plan Land Use Designation currently assigned to the Project site is LI (Light Industrial). The future emission forecasts contained in the *2016 Air Quality Management Plan* are primarily based on demographic and economic growth projections provided by the Southern California

Association of Governments. The Project site was planned for commercial development at the time the *2016 Air Quality Management Plan* adopted. Therefore, the Project will not exceed the growth forecast estimates used in the *2016 Air Quality Management Plan.*

For the reasons stated above, the Project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, delay the timely attainment of air quality standards or the interim emissions reductions specified in the *2016 Air Quality Management Plan.* In addition, the Project would not exceed the growth assumptions in the *2016 Air Quality Management Plan*. As such, the Project would be consistent with the *2016 Air Quality Management Plan* and impacts would be less than significant and no mitigation measures are required.

3.3(b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Determination: Less Than Significant Impact.
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts related to air quality violations. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.3-1 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 403, "*Fugitive Dust*." Rule 403 requires implementation of best available dust control measures during construction activities that generate fugitive dust, such as earth moving and stockpiling activities, grading, and equipment travel on unpaved roads.

PPP 3.3-2 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1113, *"Architectural Coatings*" Rule 1113 limits the release of volatile organic compounds (VOCs) into the atmosphere during painting and application of other surface coatings.

PPP 3.3-3 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1186 *"PM_{10} Emissions from Paved and Unpaved Roads and Livestock Operations"* Adherence to Rule 1186 reduces the release of criteria pollutant emissions into the atmosphere during construction.

Project Design Features (PDF*)*

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

As shown in Table 3 above, the South Coast Air Basin, in which the Project site is located, is considered to be in "non-attainment" status for several criteria pollutants.

The South Coast Air Quality Management District has developed regional and localized significance thresholds for regulated pollutants. Any project in the South Coast Air Basin with daily emissions that exceed any of the indicated regional or localized significance thresholds would be considered to contribute to a projected air quality violation. The Project's regional and localized air quality impacts are discussed below.

Regional Impact Analysis

The following provides an analysis based on the applicable regional significance thresholds established by the South Coast Air Quality Management District in order to meet national and state air quality standards which are shown in Table 4 below.

Table 4. South Coast Air Quality Management District Air Quality Regional Significance Thresholds

Pollutant	Emissions (Construction) (pounds/day)	Emissions (Operational) (pounds/day)
NOx	100	55
VOC	75	55
PM_{10}	150	150
$PM_{2.5}$	55	55
SOx	150	150
CO	550	550
Lead	3	3
Source: South Coast Air Quality Management District CEQA Air Quality Significance Thresholds (2019)		

Both construction and operational emissions for the Project were estimated by using the California Emissions Estimator Model (CalEEMod) which is a statewide land use emissions computer model designed to provide a uniform platform for government agencies to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. The model can be used for a variety of situations where an air quality analysis is necessary or desirable such as California Environmental Quality Act (CEQA) documents and is authorized for use by the South Coast Air Quality Management District.

Construction Related Impacts

It was assumed that the construction activities for the Project will be completed within approximately 9 months and that heavy construction equipment would be operating at the Project site for eight hours per day, five days per week during construction. It is mandatory for all construction activities to comply with several South Coast Air Quality Management District Rules, including Rule 403 for controlling fugitive dust, PM_{10}, and $PM_{2.5}$ emissions from construction activities. Rule 403 requirements include, but are not limited to, applying water in sufficient quantities to prevent the generation of visible dust plumes, applying soil binders to uncovered areas, reestablishing ground cover as quickly as possible, utilizing a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the commercial facility portion of the Project site, covering all trucks hauling soil with a fabric cover and

maintaining a freeboard height of 12 inches, and maintaining effective cover over exposed areas. Compliance with Rule 403 was accounted for in the construction emissions modeling.

Implementation of South Coast Air Quality Management District Rule 1113 governing the content in architectural coating, paint, thinners, and solvents, was accounted for in the construction emissions modeling. Implementation of South Coast Air Quality Management District Rule 1186 to reduce the amount of particulate matter entrained in the ambient air as a result of vehicular travel on paved and unpaved public roads was also accounted for in the construction emissions modeling. These South Coast Air Quality Management District Rule Rules are included as PPP 3.3-1 through PPP 3.3-3.

Short-term criteria pollutant emissions will occur during site grading, building construction, paving, and architectural coating activities. Emissions will occur from use of equipment, worker, vendor, and hauling trips, and disturbance of onsite soils (fugitive dust). The estimated maximum daily construction emissions are summarized in Table 5 below. Emissions resulting from the Project construction would not exceed numerical thresholds established by the SCAQMD and therefore no mitigation is required.

Table 5. Maximum Peak Daily Construction Emissions (lbs/day)

Maximum Daily Emissions	**Emissions (pounds per day)**					
	NOx	**VOC**	**CO**	**SOx**	**PM10**	**PM2.5**
	46	10	23	<1	10	6
Regional Threshold	**100**	**75**	**550**	**150**	**150**	**55**
Exceeds Regional Threshold?	NO	NO	NO	NO	NO	NO
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A)						

Long-Term Regional Operation Related Impacts

Long-term criteria air pollutant emissions will result from the operation of the Project. Long-term emissions are categorized as area source emissions, energy demand emissions, and operational emissions. Operational emissions will result from automobile, truck, and other vehicle sources associated with daily trips to and from the commercial facility portion of the Project site. Area source emissions are the combination of many small emission sources that include use of outdoor landscape maintenance equipment, use of consumer products such as cleaning products, and periodic repainting of the Project. Energy demand emissions result from use of electricity and natural gas.

The results of the CalEEMod model for operation of the Project are summarized in Table 6 below. Based on the results of the model, operational emissions associated with operation the Project will not exceed the thresholds established by SCAQMD.

Table 6. Maximum Operational Daily Emissions (lbs/day)

Maximum Daily Emissions	Emissions (pounds per day)					
	NOx	**VOC**	**CO**	**SOx**	**PM10**	**PM2.5**
	2	1	3	<1	<1	<1
Regional Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Regional Threshold?	NO	NO	NO	NO	NO	NO
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A)						

Based on the analysis above, regional air quality impacts for construction and operation of the Project would be less than significant and no mitigation measures are required.

Localized Impact Analysis

As part of the South Coast Air Quality Management District's environmental justice program, attention has been focusing more on the localized effects of air quality. Although the region may be in attainment for a particular criteria pollutant, localized emissions from construction and operational activities coupled with ambient pollutant levels can cause localized increases in criteria pollutant that exceed national and/or state air quality standards. The South Coast Air Quality Management District has established Localized Significance Thresholds (LST) which were developed in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities.

Localized Significance Thresholds are only applicable to the following criteria pollutants: oxides of nitrogen (NO_X), carbon monoxide (CO), particulate matter less than 10 microns in aerodynamic diameter (PM_{10}) and particulate matter less than 2.5 microns in aerodynamic diameter ($PM_{2.5}$). Localized Significance Threshold's represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable national or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

Construction localized impacts were evaluated pursuant to the South Coast Air Quality Management District's *Final Localized Significance Thresholds Methodology* for Project. This methodology provides screening tables for one through five acre project construction scenarios, depending on the amount of site disturbance during a day. Maximum daily oxides of nitrogen (NO_X), carbon monoxide (CO), and particulate matter (PM_{10} and $PM_{2.5}$) emissions will occur during building construction, grading, and paving of parking lots and drive aisles.

On-site operational activities can result in localized increases in criteria pollutant levels that can cause air quality standards to be exceed even if standards are not exceeded on a regional level. On-site area and energy sources were evaluated.

As shown in Table 7 below, emissions resulting from the Project will not exceed LST numerical thresholds established by the SCAQMD and no mitigation is required.

Table 7.Construction Localized Emissions (lbs/day)

Pollutant	NOx	CO	PM_{10}	$PM_{2.5}$
On-Site Emissions	46	22	9	6
LST Threshold	237	1,346	11	7
Exceeds Threshold?	**No**	**No**	**No**	**No**
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A)				

Table 8.Operation Localized Emissions (lbs/day)

Pollutant	NOx	CO	PM_{10}	$PM_{2.5}$
On-Site Emissions	<1	<1	<1	<1
LST Threshold	242	1,695	7	2
Exceeds Threshold?	**No**	**No**	**No**	**No**
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A)				

Based on the analysis above, localized air quality impacts for construction and operation of the Project would be less than significant and no mitigation measures are required.

CO Hot Spots

CO Hot Spots are typically associated with idling vehicles at extremely busy intersections (i.e., intersections with an excess of 100,000 vehicle trips per day). There are no intersections in the vicinity of the Project site which exceed the 100,000 vehicle per day threshold typically associated with CO Hot Spots. In addition, the South Coast Air Basin has been designated as an attainment area for CO since 2007. Therefore, Project-related vehicular emissions would not create a Hot Spot and would not substantially contribute to an existing or projected CO Hot Spot.

Based on the analysis above, impacts would be less than significant and no mitigation measures are required.

3.3(c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Determination: Less Than Significant Impact.
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A)

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts related to a cumulatively considerable net increase of any criteria pollutant. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

(Refer to PPP 3.3.1 through PPP 3.3-3 under Issue 3.3(b) above).

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

According to the SCAQMD, individual projects that do not generate operational or construction emissions that exceed the SCAQMD's recommended daily thresholds for project specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which the South Coast Air Basin is in nonattainment, and, therefore, would not be considered to have a significant, adverse air quality impact. Alternatively, individual project-related construction and operational emissions that exceed SCAQMD thresholds for project-specific impacts would be considered cumulatively considerable.

As discussed in Issue 3.3(b) above, the Project would not exceed the regional or localized significance thresholds for construction activities. As such, the Project will not result in a cumulatively considerable net increase of any criteria pollutant.

Based on the analysis above, impacts would be less than significant.

3.3(d) Expose sensitive receptors to substantial pollutant concentrations?

Determination: Less Than Significant Impact.
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A)

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts related to a cumulatively considerable net increase of any criteria pollutant. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

(Refer to PPP 3.3.1 through PPP 3.3-3 under Issue 3.3(b) above).

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

Sensitive receptors (i.e., children, senior citizens, and acutely or chronically ill people) are more susceptible to the effects of air pollution than the general population. Land uses that are considered sensitive receptors typically include residences, schools, playgrounds, childcare centers, hospitals, convalescent homes, and retirement homes. The nearest sensitive receptors are the residences located adjacent to the northeast and northwest property lines.

As shown on Table 8 above under the discussion of Issue 3.3 (b), the Project will not exceed any of the South Coast Air Quality Management District's Localized Significance Thresholds during near-term construction or long-term operation. In addition, the Project would not create a CO Hot Spot. Accordingly, Project-related localized emissions would not expose sensitive receptors to substantial pollutant concentrations during construction or long-term operation and impacts would be less than significant.

3.3 (e) Create objectionable odors affecting a substantial number of people?

Determination: Less Than Significant Impact.
Source: CEQA Air Quality Handbook, Project Application Materials.

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts related to objectionable odors. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.3-4 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 402 "*Nuisance*." Adherence to Rule 402 reduces the release of odorous emissions into the atmosphere.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

According to the South Coast Air Quality Management District *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The Project proposes a semi-truck and trailer repair center.

The Project does not contain land uses typically associated with emitting objectionable odors. Potential odor sources associated with the proposed Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities and the temporary storage of typical solid waste (refuse) associated with the proposed Project's (long-term operational) uses. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. It is expected that Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The proposed Project would also be required to comply with PPP 3.3-4 to prevent occurrences of public nuisances. Therefore, odors associated with the proposed Project construction and operations would be less than significant and no mitigation is required.

3.4 BIOLOGICAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		■		
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				■
c. Have a substantial adverse effect on federally protected (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				■
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		■		
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				■
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			■	

3.4(a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Determination: Less Than Significant Impact With Mitigation Incorporated.

Source: Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B), Burrowing Owl Survey, Appendix C).

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts related to impacts to candidate, sensitive, or special status species. This measure will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.4-1 The Project is required to pay mitigation fees pursuant to the Western Riverside County Multiple Species Habitat Conservation Plan (MHSCP) as required by Municipal Code Chapter 3.80.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

Vegetation on the site consists of non-native grassland. There are a few ornamental trees, primarily along its eastern edge. Dominant species include cheeseweed mallow (*Malva parviflora*), mouse barley (*Hordeum murinum*), redstem stork's bill (*Erodium cicutarium*), and athel (*Tamarix aphylla*). There are no other plant communities on the site. The Project site has been subjected to surface disturbance from weed abatement disking.

Wildlife species detected on the Project site include common side-blotched lizard (*Uta stansburiana*), American kestrel (*Falco sparverius*), black phoebe (*Sayornis nigricans*), common raven (*Corvus corax*), mourning dove (*Zenaida macroura*), northern mockingbird (*Mimus polyglottos*), rock pigeon (*Columba livia*), Botta's pocket gopher (*Thomomys bottae*), California ground squirrel (*Spermophilus beecheyi*), and desert cottontail (*Sylvilagus audubonii*). No burrowing owls, burrowing owl sign, or burrows or similar features suitable for burrowing owl occupation were found to be present on site. Since the site is suitable for burrowing owl, however, and burrowing owl could occupy the site prior to construction, a pre-construction burrowing owl survey will be required within 30 days prior to ground disturbance per Mitigation Measure BIO-1 below.

Mitigation Measure (MM)

MM-BIO-2: Pre-Construction Burrowing Owl Survey. *Within 30 calendar days prior to grading, a qualified biologist shall conduct a survey of the Project's proposed impact footprint and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Jurupa Valley Planning Department prior to the issuance of a grading permit and subject to the following provisions:*

a. In the event that the pre-construction survey identifies no burrowing owls in the impact area, a grading permit may be issued without restriction.

b. In the event that the pre-construction survey identifies the presence of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall follow the methods recommended by the California Department of Fish and Wildlife (CDFW, 2012) and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP, 2006) for passive or active relocation of burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the

collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow California Department of Fish and Wildlife relocation protocol. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow California Department of Fish and Wildlife relocation protocol. The biologist shall provide evidence in writing to the Planning Department that the species has fledged or been relocated prior to the issuance of a grading permit.

With implementation of PPP 3.4-1 and Mitigation Measure BIO-1, impacts related to candidate, sensitive, or special status species are less than significant.

3.4(b)	***Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Determination: No Impact.
Source: Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B),

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

No drainage features, ponded areas, or riparian habitat potentially subject to jurisdiction by the California Department of Fish and Wildlife (CDFW) or U.S. Army Corps of Engineers (USACE) were found within the project site. As such, there are no impacts.

3.4(c)	***Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

Determination: No impact.
Source: Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B),

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

No Jurisdictional Waters are located within the Project site. No signs of hydrology, aquatic vegetation, or hydric soils were present within or adjacent to the Project site. As such, there are no impacts.

3.4(d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B),

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project related to this issue.

Impact Analysis

No wildlife corridors are identified on the Project site. Biological connectivity across the site is restricted by existing chain link fencing and adjacent roads and development.

However, grading and vegetation clearing during the breeding season could potentially impact nesting birds protected by the Migratory Bird Treaty Act and mitigation is required. Impacts to nesting birds would be minimized by grading and clearing outside of the breeding season (February 15 through September 1). If any vegetation removal is to occur during the breeding season, it is recommended that a qualified biologist survey the site for nesting birds and establish appropriate avoidance buffers around any active nests.

Mitigation Measure (MM)

MM-BIO-2- Nesting Bird Survey. *Prior to the issuance of a grading permit, the City of Jurupa Valley Planning Department shall ensure vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (February 1 through September 15), unless a migratory bird nesting survey is completed in accordance with the following requirements:*

a. *A migratory nesting bird survey of the Project's impact footprint shall be conducted by a qualified biologist within three business (3) days prior to initiating vegetation clearing or ground disturbance.*

b. *A copy of the migratory nesting bird survey results report shall be provided to the City of Jurupa Valley Planning Department. If the survey identifies the presence of active nests, then the qualified biologist shall provide the Planning Department with a copy of maps showing the location of all active nests and an appropriate buffer zone around each nest sufficient to protect the nest from direct and indirect impact. The size and location of all buffer zones as determined by a qualified biologist, shall be subject to review and approval by the Planning*

Department. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist and Planning Department verify that the nests are no longer occupied and the juvenile birds can survive independently from the nests.

With implementation of Mitigation Measure BIO-2, impacts are less than significant.

3.4(e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Determination: No Impact.
Source: Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B),

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

No protected species of trees as defined by the General Plan are located on the Project site. As such, there are no impacts and no mitigation measures are required.

3.4(f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: Western Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B), Burrowing Owl Survey, Appendix C).

The following applies to the Project and would reduce impacts relating to conflicting with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. This measure would be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.4-1 The Project is required to pay mitigation fees pursuant to the Western Riverside County Multiple Species Habitat Conservation Plan (MHSCP) as required by Municipal Code Chapter 3.80.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP, a regional Habitat Conservation Plan was adopted on June 17, 2003. The intent of the MSHCP is to preserve native vegetation and meet the habitat needs of multiple species, rather than focusing preservation efforts on one species at a time. The MSHCP provides coverage (including take authorization for listed species) for special-status plant and animal species, as well as mitigation for impacts to sensitive species.

Based on the *Western* Riverside County Multiple Species Habitat Plan Consistency Analysis and Biology Report (Appendix B), Burrowing Owl Survey, Appendix C). prepared for the Project and the MSHCP:

- The Project site does not contain MSHCP riparian/riverine areas or vernal pools.
- Development of the Project will not impact any MSHCP Narrow Endemic Plant Species.
- The Project site does not contain suitable habitat to support the Delhi Sand Flower-Loving Fly.
- The Project site does not contain suitable habitat to support Fairy Shrimp.
- The Project site is not required to comply with the Urban/Wildland Interface Guidelines.
- The project site falls within the area covered by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The site is not within an MSHCP Criteria Cell and is not within an area where surveys for burrowing owl.

With implementation of PPP 3.4-1 and Mitigation Measure BIO-1, impacts related to conflicts with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan are less than significant.

3.5 CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines §15064.5?				■
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?		■		
c. Disturb any human remains, including those interred outside of formal cemeteries?			■	

3.5(a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines § 15064.5?

Determination: No Impact.
Source: Cultural Resources Assessment (Appendix D).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Historic resources generally consist of buildings, structures, improvements, and remnants associated with a significant historic event or person(s) and/or have a historically significant style, design, or achievement. Damaging or demolition of historic resources is typically considered to be a significant impact. Impacts to historic resources can occur through direct impacts, such as destruction or removal, and indirect impacts, such as a change in the setting of a historic resource.

CEQA Guidelines §15064.5(a) clarifies that historical resources include the following:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources.

2. A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements [of] section 5024.1(g) of the Public Resources Code.

3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.

No historic resources have been previously documented within or adjacent to the Project and no prehistoric resources are within a third of a mile, indicating little to no potential (sensitivity) for historic resources.

3.5(b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines § 15064.5?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: Cultural Resources Assessment (Appendix D).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Archaeological sites are locations that contain resources associated with former human activities, and may contain such resources as human skeletal remains, waste from tool manufacture, tool concentrations, and/or discoloration or accumulation of soil or food remains. A cultural resources records search, additional research, and a field survey were conducted for the Project area. No archaeological resources have been previously documented within or adjacent to the Project area. However, in the event that archaeological materials are encountered during construction, the following mitigation measures are required.

Mitigation Measures (MMs)

MM- CR-1: Archaeological Monitoring. *A qualified archaeologist (the "Project Archaeologist") shall be retained by the developer prior to the issuance of a grading permit. The Project Archaeologist will be on-call to monitor ground-disturbing activities and excavations on the Project site following identification of potential cultural resources by project personnel. If archaeological resources are encountered during implementation of the Project, ground-disturbing activities will be temporarily redirected from the vicinity of the find. The Project Archaeologist will be allowed to temporarily divert or redirect grading or excavation activities in the vicinity in order to make an evaluation of the find. If the resource is significant, Mitigation Measure CR-2 shall apply.*

MM- CR-2: Archeological Treatment Plan*. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor, the Project Proponent, and the City of Jurupa Valley Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards (typically this sampling level is two (2) to five (5) percent*

of the volume of the cultural deposit). At the completion of the laboratory analysis, any recovered archaeological resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department and the Eastern Information Center.

With implementation of Mitigation Measures CR-1 and CR-2, impacts are less than significant.

3.5(c) Disturb any human remains, including those interred outside of formal cemeteries?

Determination: Less Than Significant Impact.
Source: California Health and Safety Code §7050.5, Public Resources Code §5097 et. seq.

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts relating to disturbing human remains. This measure will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.5-1 The project is required to comply with the applicable provisions of California Health and Safety Code §7050.5 as well as Public Resources Code §5097 et. seq.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site does not contain a cemetery and no known formal cemeteries are located within the immediate site vicinity. As noted in the response to Issue 3.5 (a) above, the Project site has been heavily disturbed and the potential for uncovering human remains at the Project site is considered low. Nevertheless, the remote potential exists that human remains may be unearthed during grading and excavation activities associated with Project construction. In the event that human remains are discovered during Project grading or other ground disturbing activities, the Project would be required to comply with the applicable provisions of California Health and Safety Code §7050.5 as well as Public Resources Code §5097 et. seq. California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner.

If the Coroner determines the remains to be Native American, the California Native American Heritage Commission (NAHC) must be contacted and the NAHC must then immediately notify the "most likely descendant(s)" of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Based on the analysis above, with implementation of PPP 3.5-1, impacts would be less than significant and no mitigation measures are required.

3.6 ENERGY

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			■	
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			■	

3.6(a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Determination: Less Than Significant Impact.
Source: Project Application Materials, Cal Green Code.

Impact Analysis

Short-Term Construction Impacts

Construction of the Project would create temporary increased demands for electricity and vehicle fuels compared to existing conditions. Construction of the Project would require electricity use to power some of the construction-related equipment. The electricity use during construction would vary during different phases of construction, where the majority of construction equipment during grading would be gas-powered or diesel-powered, and the later construction phases would require electricity-powered, such as interior construction and architectural coatings.

The anticipated construction schedule assumes that the proposed Project would be built over approximately 9 months. The proposed project would require site preparation, grading, building construction, paving, and architectural coating during construction.

Construction of the proposed Project would require energy for the manufacture and transportation of building materials and for preparation of the site for grading activities and building construction. Petroleum fuels (e.g., diesel and gasoline) would be the primary sources of energy for these activities.

Construction activities are not anticipated to result in an inefficient use of energy, as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the Project site during construction would be temporary in nature and would be relatively small in comparison to the State's available energy sources. Therefore, construction energy impacts would be less than significant, and no mitigation would be required.

Long-Term Operational Impacts

Operation of the Project would create additional demands for electricity and natural gas as compared to existing conditions, and would result in increased energy use.

The estimated potential increased electricity demand associated with the proposed Project is 198,721 kWh per year. In 2018, California consumed approximately 281,120 gigawatt-hours (GWh) or 281,120,200,000 kWh.[4] Of this total, Riverside County consumed 15,980 GWh or 15,980,727,891 kWh.[5] Therefore, electricity demand associated with the proposed Project would be less than 0.001 percent of Riverside County's total electricity demand.

The estimated potential increased natural gas demand associated with the proposed Project is 487,350 kBTU per year or 4,873 therms.[6] In 2018, California consumed approximately 12,571 million terms or 12,571,000,000 therms, while Riverside County consumed approximately 399 million therms or approximately 398,538,428 therms.[7] Therefore, natural gas demand associated with the proposed Project would be less than 0.001 percent of Riverside County's total natural gas demand.

Additionally, plans submitted for building permits of development projects in the Project area would be required to include verification demonstrating compliance with the 2016 Building and Energy Efficiency Standards, and are also required to be reviewed. The Project would also be required adhere to the provisions of CALGreen, which establishes planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants.

Based on the above analysis, the proposed Project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.

3.6(b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Determination: Less Than Significant Impact.
Source: California Energy Commission

Impact Analysis

The California Title 24 Building Energy Efficiency Standards are designed to ensure new and existing buildings achieve energy efficiency and preserve outdoor and indoor environmental quality. These measures (Title 24, Part 6) are listed in the California Code of Regulations. The California Energy Commission is responsible for adopting, implementing and updating building energy efficiency. Local city and county enforcement agencies have the authority to verify compliance with applicable building codes, including energy efficiency.

The Project is required to comply with the California Title 24 Building Energy Efficiency Standards. As such, the Project will not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

3.7 GEOLOGY AND SOILS

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			■	
2) Strong seismic ground shaking?			■	
3) Seismic-related ground failure, including liquefaction?			■	
4) Landslides?				■
b. Result in substantial soil erosion or the loss of topsoil?			■	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-site or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?			■	
d. Be located on expansive soil, as defined in the Uniform Building Code, creating substantial risks to life or property?			■	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			■	
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		■		

3.7 (a) (1) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Determination: Less Than Significant Impact.
Source: Feasibility Study- Report of Soils and Foundation Evaluations (Appendix E).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known faults underlie the site. Because there are no faults located on the Project site, there is no potential for the Project to expose people or structures to adverse effects related to ground rupture.

3.7 (a) (2) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Strong seismic ground shaking?

Determination: Less Than Significant Impact.
Source: Feasibility Study- Report of Soils and Foundation Evaluations (Appendix E).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to seismic ground shaking. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.7-1 As required by Municipal Code Section 8.05.010, the Project is required to comply with the most recent edition of the *California Building Code* to preclude significant adverse effects associated with seismic hazards.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site is located in a seismically active area of Southern California and is expected to experience moderate to severe ground shaking during the lifetime of the Project. This risk is not considered substantially different than that of other similar properties in the Southern California area. As a mandatory condition of Project approval, the Project would be required to construct the proposed structures in accordance with the *California Building Code* (CBC). The City's Building and Safety Department would review the building plans through building plan checks, issuance of a building permit, and inspection of the building during construction, which would ensure that all required CBC seismic safety measures are incorporated into the building. Compliance with the CBC as verified by the City's review process, would reduce impacts related to strong seismic ground shaking.

Based on the analysis above, with implementation of PPP 3.7-1, impacts would be less than significant and no mitigation measures are required.

3.7 (a) (3) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Seismic-related ground failure, including liquefaction?

Determination: Less Than Significant Impact.
Source: Feasibility Study- Report of Soils and Foundation Evaluations (Appendix E).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to seismic ground shaking. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.7-1 As required by Municipal Code Section 8.05.010, the Project is required to comply with the most recent edition of the *California Building Code* to preclude significant adverse effects associated with seismic hazards.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Liquefaction is a phenomenon in which loose, saturated, relatively cohesion-less soil deposits lose shear strength during strong ground motions. The factors controlling liquefaction are:

- Seismic ground shaking of relatively loose, granular soils that are saturated or submerged can cause soils to liquefy and temporarily behave as a dense fluid. For liquefaction to occur, the following conditions have to occur:
    - Intense seismic shaking;
    - Presence of loose granular soils prone to liquefaction; and
    - Saturation of soils due to shallow groundwater.

The Project site is identified by the General Plan (Figure 8-5 Liquefaction Susceptibility) as being in an area with a moderate susceptibility of liquefaction. According to the *Feasibility Study- Report of Soils and Foundation Evaluations* (Appendix E) prepared for the Project, the groundwater table is in excess of 50-feet and the site is considered non-susceptible to liquefaction.

In any case, detailed design-level geotechnical studies and building plans pursuant to the *California Building Code* are required prior to approval of construction on any parcels on the Project site, as required by PPP 3.6-1. Compliance with the recommendations of the geotechnical study for soils conditions, is a standard practice and would be required by the City's Building and Safety Department. Therefore, compliance with the requirements of the *California Building Code* as identified in a site specific geotechnical design would be reviewed by the City for appropriate inclusion, as part of the building plan check and development review process, will reduce the moderate to low potential for liquefaction to a less than significant level.

3.7 (a) (4) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Landslides?

Determination: No Impact.
Source: Field Investigation.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Generally, a landslide is defined as the downward and outward movement of loosened rock or earth down a hillside or slope. Landslides can occur either very suddenly or slowly, and frequently accompany other natural hazards such as earthquakes, floods, or wildfires. Landslides can also be induced by the undercutting of slopes during construction, improper artificial compaction, or saturation from sprinkler systems or broken water pipes.

The Project site is relatively flat and contains no slopes that may be subject to landslides. Therefore the site is not considered susceptible to seismically induced landslides. As such, there are no impacts.

3.7(b) Result in substantial soil erosion or the loss of topsoil?

Determination: Less Than Significant Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts related to soil erosion. This measure will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP's 3.91-1 through PPP 3.9-4 in Section 3.9, Hydrology and Water Quality shall apply.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Construction

Construction of the Project has the potential to contribute to soil erosion and the loss of topsoil. Grading and excavation activities that would be required for development of the Project will expose and loosen topsoil, which could be eroded by wind or water.

The City's Municipal Code Chapter 6.05.010, *Storm Water/Urban Runoff Management and Discharge Controls*, implements the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater permit, which establishes minimum stormwater management requirements and controls that are required to be implemented for construction of the proposed Project. To reduce the potential for soil erosion and the loss of topsoil, a Stormwater Pollution Prevention Plan (SWPPP) is required by the City, (as required by PPP 3.9-2). The SWPPP is required to address site-specific conditions related to specific grading and construction activities. The SWPPP would identify potential sources of erosion and sedimentation loss of topsoil during construction, identify erosion control Best Management Practices (BMPs) to reduce or eliminate the erosion and loss of topsoil, such as use of: silt fencing, fiber rolls, or gravel bags, stabilized construction entrance/exit, hydroseeding.

With compliance with Municipal Code Chapter 6.05.010, *Storm Water/Urban Runoff Management and Discharge Controls*, Regional Water Quality Control Board requirements, and the best management practices (BMPs) in the SWPPP, construction impacts related to erosion and loss of topsoil would be less than significant.

Operation

The Project includes installation of landscaping throughout the development site and areas of loose topsoil that could erode by wind or water would not exist upon operation of the Project. In addition, as described in Section 3.9, *Hydrology and Water Quality*, the hydrologic features of the Project have been designed to slow, filter, and retain stormwater on the development site, which would also reduce the potential for stormwater to erode topsoil. Furthermore, pursuant to Municipal Code Chapter 6.05.010, *Storm Water/Urban Runoff Management and Discharge Controls*, development of the Project requires the preparation of a Water Quality Management Plan (WQMP), which would ensure that appropriate operational BMPs would be implemented to minimize or eliminate the potential for soil erosion or loss of topsoil to occur during operation of the Project.

Based on the analysis above, with implementation of PPP 3.9-2, impacts are less than significant.

3.7(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?

Determination: Less Than Significant Impact.

Sources: Project Application Materials, Feasibility Study- Report of Soils and Foundation Evaluations (Appendix E).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to an unstable geologic unit. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.7-1 As required by Municipal Code Section 8.05.010, the Project is required to comply with the most recent edition of the *California Building Code* to preclude significant adverse effects associated with seismic hazards.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Landslide

As noted in the response to Issue 3.7 (a) (4) above, the Project site is relatively flat and contains no slopes that may be subject to landslides. Therefore the site is not considered susceptible to landslides

Lateral Spreading

Lateral spreading is a term referring to landslides that commonly form on gentle slopes and that have rapid fluid-like flow horizontal movement. Most lateral spreading is caused by earthquakes but it is also caused by landslides. As noted in the response to Issue 3.7 (a) (4) above, the Project site is relatively flat and contains no slopes that may be subject to landslides. Therefore the Project site is not considered susceptible to lateral spreading.

Subsidence

Subsidence is the downward movement of the ground caused by the underlying soil conditions. Certain soils, such as clay soils are particularly vulnerable since they shrink and swell depending on their moisture content. Subsidence is an issue if buildings or structures sink which causes damage to the building or structure. Subsidence is usually remedied by excavating the soil the depth of the underlying bedrock and then recompacting the soil so that it is able to support buildings and structures.

According to the Riverside County Map My County website, the Project site is considered "susceptible" to subsidence. Due to the dense consistency of the underlying soils, excessive dynamic settlement is not expected with implementation of PPP 3.7-1 and impacts are less than significant.

Liquefaction

As noted in the response to Issue 3.7 (a) (3) above, the potential for exposure to liquefaction is considered moderate to low due to the fact that groundwater is in excess of 50-feet deep. With implementation of PPP 3.7-1, impacts are less than significant.

Collapse

Collapse occurs in saturated soils in which the space between individual particles is completely filled with water. This water exerts a pressure on the soil particles that influences how tightly the particles themselves are pressed together. The soils lose their strength beneath buildings and other structures. The upper 4 to 5 feet of the variable soils on-site are considered to be compressible and collapsible. With implementation of PPP 3.7-1 and impacts are less than significant.

3.7 (d) Be located on expansive soil, as defined in the Uniform Building Code, creating substantial risks to life or property?

Determination: Less than Significant Impact.
Sources: Project Application Materials, Feasibility Study- Report of Soils and Foundation Evaluations (Appendix E).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to expansive soils. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.7-1 As required by Municipal Code Section 8.05.010, the Project is required to comply with the most recent edition of the *California Building Code* to preclude significant adverse effects associated with seismic hazards.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Expansive soils are those that undergo volume changes as moisture content fluctuates; swelling substantially when wet or shrinking when dry. Soil expansion can damage structures by cracking foundations, causing settlement and distorting structural elements.

Test data in the *Feasibility Study- Report of Soils and Foundation Evaluations* (Appendix E) prepared for the Project indicate that the silty sand on the Project site has an Expansion Index of less than 20 which is considered to be "very low."

In addition, design-level geotechnical plans pursuant to the *California Building Code* are required prior to approval of construction, as required by PPP 3.7-1. Compliance with the *California Building Code* is a standard practice and would be required by the City's Building and Safety Department. Therefore, compliance with the requirements of the *California Building Standards Code* as identified in a site specific geotechnical design would be reviewed by the City, as part of the building plan check and development review process, would ensure that potential soil stability impacts would be less than significant

3.6(e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Determination: No Impact.
Source: Report of Private Sewage Disposal Design, Soils Southwest, Inc., October 21, 2019. (Appendix F).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, Programs, or Standard Conditions applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project is proposing a private sewage disposal system in the form of a septic tank with seepage pit(s). The soils that underlie the Project site generally consist of upper silty sands overlying fine to medium coarse to coarse gravelly sand with rocks and scattered cobbles to the maximum depth of 50-feet explored. Based on the percolation test completed, the soils on the Project site are considered suitable for the installation of the proposed system. As such, impacts are less than significant.

3.7(f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Sources: Paleontological Analysis (Appendix F), Feasibility Study- Report of Soils and Foundation Evaluations (Appendix G).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, Programs, or Standard Conditions applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Paleontological Resources

Paleontological resources are the preserved fossilized remains of plants and animals. Fossils and traces of fossils are preserved in sedimentary rock units, particularly fine to medium grained marine, lake, and stream deposits, such as limestone, siltstone, sandstone, or shale, and in ancient soils. They are also found in coarse-grained sediments, such as conglomerates or coarse alluvium sediments. Fossils are rarely preserved in igneous or metamorphic rock units. Fossils may occur throughout a sedimentary unit and, in fact, are more likely to be preserved subsurface, where they have not been damaged or destroyed by previous ground disturbance, amateur collecting, or natural causes such as erosion.

Based on the Map My County website maintained by the County of Riverside accessed on May 5, 2019, the Project site is classified as having a High A sensitivity for paleontological resources. High A is describes as: *"HIGH SENSITIVITY (HIGH A): BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE*." In addition, the Old Alluvial Fan Deposits, Unit 1, which encompass the entire Project site, have high paleontological sensitivity. Based on the paleontological sensitivities of the sediments within the Project area and the excavation parameters for the Project, there is a potential for the Project to impact scientifically significant paleontological resources. The following mitigation measure is required.

Mitigation Measure (MM)

MM-GEO-1: Paleontological Monitoring. *A qualified paleontologist (the "Project Paleontologist") shall be retained by the developer prior to the issuance of a grading permit. The Project Paleontologist will be on-call to monitor ground-disturbing activities and excavations on the Project site following identification of potential paleontological resources by project personnel. If paleontological resources are encountered during implementation of the Project, ground-disturbing activities will be temporarily redirected from the vicinity of the find. The Project Paleontologist will be allowed to temporarily divert or redirect grading or excavation activities in the vicinity in order to make an evaluation of the find. If the resource is significant, Mitigation Measure CR-4 shall apply.*

MM-GEO-2: Paleontological Treatment Plan. *If a significant paleontological resource(s) is discovered on the property, in consultation with the Project proponent and the City, the qualified paleontologist shall develop a plan of mitigation which shall include salvage excavation and removal of the find, removal of sediment from around the specimen (in the laboratory), research to identify and categorize the find, curation in the find a local qualified repository, and preparation of a report summarizing the find.*

Based on the analysis above, with implementation of Mitigation Measure GEO-1 and GEO-2, impacts are less than significant.

Unique Geologic Feature

Unique geologic features are those that are unique to the field of Geology. Unique geologic features are not common in Jurupa Valley. The geologic processes that formed the landforms in Jurupa Valley are generally the same as those in other parts of the state. What makes a geologic unit or feature unique can vary considerably. A geologic feature is unique if it:

- Is the best example of its kind locally or regionally;
- Embodies the distinctive characteristics of a geologic principle that is exclusive locally or regionally;
- Provides a key piece of geologic information important in geology or geologic history;
- Is a "type locality" (the locality where a particular rock type, stratigraphic unit or mineral species is first identified) of a geologic feature;
- Is a geologic formation that is exclusive locally or regionally;
- Contains a mineral that is not known to occur elsewhere in the City; or
- Is used repeatedly as a teaching tool.

Based on the *Feasibility Study- Report of Soils and Foundation Evaluations (Appendix E)* prepared for the Project, the Project site is relatively flat and the subsurface material encountered at the site consist of old alluvial fan deposits (moderately to well-consolidated sand and gravel) and artificial fill. These features are not considered "unique."

Based on the analysis above, the Project will not directly or indirectly destroy a unique geologic feature. There is no impact and no mitigation measures are required.

3.8 GREENHOUSE GAS EMISSIONS

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			■	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			■	

3.8(a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Determination: Less Than Significant Impact.
Source: Air Quality and Greenhouse Gas Impact Analysis (Appendix A).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to greenhouse gas emissions. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.8-1 As required by Municipal Code Section 8.05.010, *California Energy Code*, prior to issuance of a building permit, the Project Applicant shall submit plans showing that the Project will be constructed in compliance with the most recently adopted edition of the applicable California Building Code Title 24 requirements.

PPP 3.8-2 As required by Municipal Code Section 9.283.010, *Water Efficient Landscape Design Requirements,* prior to the approval of landscaping plans, the Project proponent shall prepare and submit landscape plans that demonstrate compliance with this section.

PPP 3.8-3 As required by Municipal Code Section 8.05.010 (8), prior to issuance of a building permit, the Project proponent shall submit plans in compliance with the *California Green Building Standards.*

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

An individual project cannot generate enough greenhouse gas emissions to influence global climate change. The Project participates in this potential impact by its incremental contribution combined with the cumulative increase of all other sources of greenhouse gases which when taken together may have a significant impact on global climate change.

A final numerical threshold for determining the significance of greenhouse gas emissions in the South Coast Air Basin has not been established by the South Coast Air Quality Management District. The City of Jurupa Valley is using the following as interim thresholds for commercial projects:

- Commercial/Industrial projects that emit less stationary source greenhouse gas emissions less than 3,000 MTCO2e per year are not considered a substantial greenhouse gas emitter and the impact is less than significant. Projects that emit in excess of 3,000 MTCO2e per year require additional analysis and mitigation.

A summary of the projected annual operational greenhouse gas emissions, including amortized construction-related emissions associated with the development of the Project is provided in Table 9.

Table 9. Total Project Greenhouse Gas Emissions

Source		GHG Emissions MT/yr		
	N_2O	CO_2	CH_4	CO2e
Mobile Sources	0	123	<1	123
Area	0	<1	0	<1
Energy	0	89	<1	89
Solid Waste	0	8	<1	8
Water/Wastewater	<1	19	<1	19
30-year Amortized Construction GHG				16
TOTAL				*255*
SCAQMD Threshold				**3,000**
Exceed Threshold?				**NO**

Based on guidance from the SCAQMD, if a commercial/industrial project would emit GHG emissions less than 3,000 MTCO2e per year, the project is not considered a substantial GHG emitter and the GHG impact is less than significant, requiring no additional analysis and no mitigation.

3.7(b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Determination: Less Than Significant Impact.

Sources: First Update to the Climate Change Scoping Plan, May 22, 2014, Western Riverside County Council of Governments Subregional Climate Action Plan, September 2014.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs specific to the project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Climate Change Scoping Plan was first approved by the California Air Resources Board (CARB) in 2008 and must be updated every five years. The *First Update to the Climate Change Scoping Plan* was approved by the Board on May 22, 2014. The *Climate Change Scoping Plan* provides a framework for actions to reduce California's GHG emissions, and requires CARB and other state agencies to adopt regulations and other initiatives to reduce GHGs. As such, the *Climate Change Scoping Plan* is not directly applicable to the Projects in many cases. The Project is not in conflict with the *Climate Change Scoping Plan* because its individual greenhouse gas emissions are below screening thresholds as noted in the response to Issue 3.8 (a) above and the Project will implement such greenhouse reduction measures Water Efficient Landscaping, Title 24 Energy Efficiency Requirements, and recycling and waste reduction requirements

In addition, the City of Jurupa Valley is a participant in the *Western Riverside County Council of Governments Subregional Climate Action Plan* (WRCOG Subregional CAP). The specific goals and actions included in the WRCOG Subregional CAP that are applicable to the proposed Project include those pertaining to energy and water use reduction, promotion of green building measures, waste reduction, and reduction in vehicle miles traveled. The proposed Project would also be required to include all mandatory green building measures for new developments under the CALGreen Code, as required by City Municipal Code Section 8.05.010 (8), which would require that the new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant emitting finish materials. In addition, the City requires that all landscaping comply with water efficient landscaping requirements.

The implementation of these stricter building and appliance standards would result in water, energy, and construction waste reductions for the development of the proposed Project. In addition, as described above, the development of proposed Project would not exceed the GHG thresholds. Therefore, the proposed Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases with implementation of PPP 3.8-1 through 3.8-3.

3.9 HAZARDS AND HAZARDOUS MATERIALS

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			■	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			■	
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			■	
d. Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?				■
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?				■
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				■
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires,				■

3.9(a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

3.9(b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Determination: Less than Significant Impact.
Source: Phase I Environmental Site Assessment (Appendix H), Shallow Soils & Debris Pile Sampling Report (Appendix I), Project Application Materials.

Plans, Policies, or Programs (PPP)

There are numerous regulations pertaining to the routine transport, use, or disposal of hazardous materials. The following apply to the Project and would reduce impacts relating to this issue. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.9-1 As required by Health and Safety Code Section 25507, if a future business handles a hazardous material or a mixture containing a hazardous material that has a quantity at any one time above the thresholds described in Section 25507(a) (1) through (6). a business shall establish and implement a business plan for emergency response to a release or threatened release of a hazardous material in accordance with the standards prescribed in the regulations adopted pursuant to Section 25503, aid business shall obtain approval from the Riverside County Department of Environmental Health prior to occupancy.

Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Existing Hazardous Materials

The *Phase I Environmental Site Assessment* (Appendix H) prepared for the Project indicated there that there are no known Recognized Environmental Conditions existing on the Project site. A Recognized Environmental Concern is one of the terms used to identify environmental liability within the context of a Phase I Environmental Site Assessment. The American Society for Testing and Materials defines the Recognized Environmental Condition in the E1527-13 standard in part as "*the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*"

However, in response to concerns expressed by the Riverside County Department of Environmental Health about existing and previously stockpiled soils on the project site generated from an unknown source(s), Phase II shallow soil sampling was conducted. All soil sample analytical results were non-detect for petroleum hydrocarbons and volatile organic compounds (VOCs). Additionally, analytical results for various metals detected in the samples were all within normal background

ranges for metals in Southern California soil and well below regulatory allowable limits. Based on results of the investigation, no further action related
to the former and existing stockpiled soil/debris piles at the site is recommended and no special disposal considerations are necessary.

Construction Activities

Heavy equipment that would be used during construction of the Project would be fueled and maintained by substances such as oil, diesel fuel, gasoline, hydraulic fluid, and other liquid materials that would be considered hazardous if improperly stored or handled. In addition, materials such as paints, roofing materials, solvents, and other substances typically used in building construction would be located on the Project site during construction. Improper use, storage, or transportation of hazardous materials could result in accidental releases or spills, potentially posing health risks to workers, the public, and the environment. The potential for accidental releases and spills of hazardous materials during construction is a standard risk on all construction sites, and there would be no greater risk for improper handling, transportation, or spills associated with future development that would be a reasonably consequence of the development of the Project than would occur on any other similar construction site.

Construction contractors are required to comply with all applicable federal, state, and local laws and regulations regarding hazardous materials, including but not limited requirements imposed by the Environmental Protection Agency, California Department of Toxic Substances Control, South Coast Air Quality Management District, and the Santa Ana Regional Water Quality Control Board. As such, impacts due to construction activities would not cause a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Based on the analysis above, a less than significant impact would occur.

Operational Activities

Federal and State Community-Right-to-Know laws allow the public access to information about the amounts and types of chemicals that may be used by the businesses that would operate at the Project site. Laws also are in place that require businesses to plan and prepare for possible chemical emergencies. Any business that operates any of the facilities at the Project site and that handles and/or stores substantial quantities of hazardous materials (§ 25500 of California Health and Safety Code, Division 20, Chapter 6.95) would be required to prepare and submit a Hazardous Materials Business Emergency Plan (HMBEP) to the Riverside County Department of Environmental Health (RCDEH) in order to register the business as a hazardous materials handler. Such business is also required to comply with California's Hazardous Materials Release Response Plans and Inventory Law, which require immediate reporting to Riverside County Fire Department and State Office of Emergency Services regarding any release or threatened release of a hazardous material, regardless of the amount handled by the business.

With mandatory regulatory compliance as required by PPP 3.9-1 above, potential hazardous materials impacts associated with long-term operation of the Project is not expected to pose a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, nor would the Project increase the potential for accident operations which could result in the release of hazardous materials into the environment.

3.9(c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Determination: Less Than Significant Impact.

Sources: Project Application Materials, Google Earth.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site is not located within one-quarter (0.25) mile of a mile from an existing or proposed school. The nearest schools are Nueva Vista Continuation High School located approximately 2 miles northwest of the Project site and Rustic Lane Elementary School located approximately 2 miles southwest of the Project site. In addition, as discussed in the responses to issues 3.9 (b) and 3.9 (c) above, the all hazardous or potentially hazardous materials would comply with all applicable federal, State, and local agencies and regulations with respect to hazardous materials.

3.9(d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Determination: No Impact.

Sources: DTSC's Hazardous Waste and Substances Site List - Site Cleanup (Cortese List,) Phase I Environmental Site Assessment (Appendix H).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. As such, no impact would occur.

3.9(e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

Determination: No Impact.

Source: Riverside County Airport Land Use Commission.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The nearest airport is Flabob Airport located approximately 1.5 miles southwest of the Project site. According to *Map FL-1, Flabob Airport Land Use Compatibility Plan*, the Project site is not located within an airport compatibility zone. As such, the Project will not result in a safety hazard or create excessive noise for people residing or working in the Project area.

3.9(g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Determination: No Impact.
Sources: General Plan, Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Access to the Project site is proposed from Rubidoux Boulevard which is an improved 4-lane roadway. The Project site does not contain any emergency facilities nor does it serve as an emergency evacuation route. During construction and long-term operation, the Project would be required to maintain adequate emergency access for emergency vehicles via Rubidoux Boulevard and connecting roadways as required by the City. Furthermore, the Project would not result in a substantial alteration to the design or capacity of any public road that would impair or interfere with the implementation of evacuation procedures. Because the Project would not interfere with an adopted emergency response or evacuation plan, impacts are less than significant.

3.9 (h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires?

Determination: No Impact.
Source: General Plan.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

According to General Plan Figure 8-11: Wildfire Severity Zones in Jurupa Valley, the Project site is not located within a high wildfire hazard area. Therefore the Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires and no impact would occur.

3.10 HYDROLOGY AND WATER QUALITY

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			■	
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			■	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:				
(i) Result in substantial erosion or siltation on- or off-site?			■	
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			■	
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			■	
(iv) Impede or redirect flood flows?			■	
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				■
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			■	

3.9(a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Determination: Less Than Significant Impact.
Source: Preliminary Water Quality Management Plan (Appendix J).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating water quality and waste discharge requirements. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.10-1 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section B (1),* any person performing

construction work in the city shall comply with the provisions of this chapter, and shall control storm water runoff so as to prevent any likelihood of adversely affecting human health or the environment. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation. Documentation on the effectiveness of BMPs implemented to reduce the discharge of pollutants to the MS4 shall be required when requested by the City Engineer.

PPP 3.10-2 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section B (2),* any person performing construction work in the city shall be regulated by the State Water Resources Control Board in a manner pursuant to and consistent with applicable requirements contained in the General Permit No. CAS000002, State Water Resources Control Board Order Number 2009-0009-DWQ. The city may notify the State Board of any person performing construction work that has a non-compliant construction site per the General Permit.

PPP 3.10-3 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section C*, new development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation. Documentation on the effectiveness of BMPs implemented to reduce the discharge of pollutants to the MS4 shall be required when requested by the City Engineer. The BMPs may include, but are not limited to, the following and may, among other things, require new developments or redevelopments to do any of the following:

(1) Increase permeable areas by leaving highly porous soil and low lying area undisturbed by:

(a) Incorporating landscaping, green roofs and open space into the project design;

(b) Using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways; and

(c) Incorporating detention ponds and infiltration pits into the project design.

(2) Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and French drains by:

(a) Installing rain-gutters oriented towards permeable areas;

(b) Modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and

c) Designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas.

(3) Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

(4) Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

PPP 3.10-4 As required by Municipal Code Chapter 6.05.050, Storm Water/Urban Runoff Management and Discharge Controls, Section E, any person or entity that owns or operates a commercial and/or industrial facility(s) shall comply with the provisions of this chapter. All such facilities shall be subject to a regular program of inspection as required by this chapter, any NPDES permit issued by the State Water Resource Control Board, Santa Ana Regional Water Quality Control Board, Porter-Cologne Water Quality Control Act (Wat. Code Section 13000 et seq.), Title 33 U.S.C. Section 1251 et seq. (Clean Water Act), any applicable state or federal regulations promulgated thereto, and any related administrative orders or permits issued in connection therewith.

PPP 3.10-5 As required by Municipal Code Chapter 6.65.030, General Requirements for an Approval and Construction Permit, Section B, sewage effluent must be disposed according to the minimum standards of the most recent edition of the California Plumbing Code.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Waste Discharge Requirements

Waste Discharge Requirements (WDRs) are issued by the Santa Ana Regional Board under the provisions of the California Water Code, Division 7 "Water Quality," Article 4 "Waste Discharge Requirements." These requirements regulate the discharge of wastes which are not made to surface waters but which may impact the region's water quality by affecting underlying groundwater basins. Such WDRs are issued for Publically Owned Treatment Works' wastewater reclamation operations, discharges of wastes from industries, subsurface waste discharges such as septic systems, sanitary landfills, dairies and a variety of other activities which can affect water quality.

Water Quality Requirements

The Porter-Cologne Act defines water quality objectives (i.e. standards) as "…the limits or levels of water quality constituents or characteristics which are established for the reasonable protection of beneficial uses of water or the prevention of nuisance within a specific area" (§13050 (h)).

Construction Impacts

Construction of the Project would involve clearing, grading, paving, utility installation, building construction, and the installation of landscaping, which would result in the generation of potential water quality pollutants such as silt, debris, chemicals, paints, and other solvents with the potential to adversely affect water quality. As such, short-term water quality impacts have the potential to occur during construction activities in the absence of any protective or avoidance measures.

Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board and the City of Jurupa Valley, the Project proponent will be required to obtain a National Pollutant Discharge Elimination System Municipal Stormwater Permit for construction activities. The National Pollutant Discharge Elimination System permit is required for all Projects that include construction activities, such as clearing, grading, and/or excavation that disturb at least one acre of total land area.

In addition, the Project will be required to comply with the Santa Ana Regional Water Quality Control Board's Santa Ana River Basin Water Quality Control Program. Compliance with the National Pollutant Discharge Elimination System permit and the Santa Ana River Basin Water Quality Control Program involves the preparation and implementation of a Storm Water Pollution Prevention Plan for construction-related activities, including grading. The Storm Water Pollution Prevention Plan would specify the Best Management Practices that the Project would be required to implement during construction activities to ensure that all potential pollutants of concern are prevented, minimized, and/or otherwise appropriately treated prior to being discharged from the gas station and convenience store.

Operational Impacts

Storm water pollutants commonly associated with the type of land uses that could occupy the proposed buildings include sediment/turbidity, nutrients, trash and debris, oxygen-demanding substances, organic compounds, bacteria and viruses, oil and grease, and pesticides.

Pursuant to the requirements of the City's National Pollutant Discharge Elimination System permit, a Water Quality Management Plan is required for managing the quality of storm water or urban runoff that flows from a developed site after construction is completed and the facilities or structures are occupied and/or operational. A Water Quality Management Plan describes the Best Management Practices that will be implemented and maintained throughout the life of a project to prevent and minimize water pollution that can be caused by storm water or urban runoff.

The proposed drainage pattern will mimic the existing patterns. Storm water will sheet across proposed AC pavement and landscaping in a southerly and westerly direction towards the south boundary. A storm drain inlet will be proposed east of the proposed building to intercept site flows and convey them into an underground infiltration system.

The Project is proposing to install an on-site 1,500 gallon septic system. The installation of the septic system is required to meet the most recent requirements of the California Plumbing Code. As such, the Project will not violate waste discharge requirements.

Based on the analysis above, with implementation of PPP 3.10-1 through PPP 3.10-5, impacts are less than significant.

3.10(b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Determination: Less Than Significant Impact.
Source: Preliminary Water Quality Management Plan (Appendix H), Water and Sewer Will Serve Letter (Appendix L).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Water service would be provided to the Project site by the Rubidoux Community Services District ("District"). According to the District's *2015 Draft Urban Water Management Plan* (UWMP), the sole source of potable water supply for the District is groundwater extracted from the southern portion of the Riverside-Arlington Sub-basin (also referred to herein as the "Basin") of the Upper Santa Ana Valley Groundwater Basin.

The Basin encompasses the District's entire service area. The District currently does not purchase or otherwise obtain water from a wholesale water supplier, and recycled water is not currently available to the District. The District expects that groundwater extracted from the Basin by six potable and six non-potable (irrigation only) groundwater wells will continue to be its primary (and possibly only) source of water through the year 2040, and possibly beyond.

The Upper Santa Ana Valley Groundwater Basin is adjudicated, as set forth in Judgment No. 78426 (also referred to herein as the Basin Judgment). According to Section IX(b) of the Basin Judgment, entered April 17, 1969, "over any five-year period, there may be extracted from such Basin Area, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western [Western Municipal Water District] shall provide replenishment in the following year equal to the excess extractions over such 20 percent peaking allowance."

In August 2015, the California Department of Water Resources (DWR) released a draft list of 21 groundwater basins and sub-basins significantly overdrafted by "excessive" pumping in response to a series of executive orders issued by Governor Brown since January 2014. The Riverside-Arlington Sub-basin was not included in this list. DWR published the final list in January 2016, with no changes to the designation of the Riverside-Arlington Subbasin.

Based on the above analysis, impacts to groundwater supplies and recharge would be less than significant and no mitigation measures are required

3.10(c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:

(i) Result in substantial erosion or siltation on- or off-site?

(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

(iv) Impede or redirect flood flows?

Determination: Less Than Significant Impact.
Source: Preliminary Water Quality Management Plan (Appendix I).

Impact Analysis

Existing Condition

The project site is currently undeveloped with poor natural grass coverage and no impervious surfaces. In its existing condition, the site sheets storm flows in a southwesterly direction, discharging from the site in a sheet flow manner into the residential properties to the south. The Project site does not accept run-on from the adjacent properties.

Post-Development Condition

The Project proposes to develop the site for commercial use, and proposes to construct a building, AC pavement, concrete sidewalks, concrete curbs, concrete gutters, fencing, catch basin inlets with filters, and an underground storage infiltration system. It will disturb the entire property. The proposed drainage pattern will mimic the existing patterns. Storm water will sheet across proposed AC pavement and landscaping in a southerly and westerly direction towards the south boundary. A storm drain inlet will be proposed east of the proposed building to intercept site flows and convey them into an underground infiltration system. Overflows from the system will bubble out into the landscape area south of the proposed building and sheet flow into the existing residential properties in a manner similar to the current condition. The discharge offsite will be reduced below pre-developed levels by the underground infiltration system.

Based on the design of the Project's storm water management system as described above and with implementation of PPP 3.10-1 through 3.10-4, impacts are less than significant.

3.10(d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Determination: No Impact.
Source: General Plan Figure 8-9: Flood Insurance Rate Map (FIRM).

Plans, Policies, Programs (PPP)

There are no Plans, Policies, Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

According to General Plan Figure 8-9: Flood Insurance Rate Map (FIRM*),* the Project site is not located within a flood hazard zone. According to the California Department of Conservation, California Official Tsunami Inundation Maps the site is not located within a tsunami inundation zone. The Project would not be at risk from seiche because there is no water body in the area of the Project site capable of producing as sesiche. As such, there is no impact.

3.10(e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Determination: No Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board and the City of Jurupa Valley, the Project proponent will be required to obtain a National Pollutant Discharge Elimination System Municipal Stormwater Permit for construction activities. The National Pollutant Discharge Elimination System permit is required for all Projects that include construction activities, such as clearing, grading, and/or excavation that disturb at least one acre of total land area.

In addition, the Project will be required to comply with the Santa Ana Regional Water Quality Control Board's Santa Ana River Basin Water Quality Control Program. Compliance with the National Pollutant Discharge Elimination System permit and the Santa Ana River Basin Water Quality Control Program involves the preparation and implementation of a Storm Water Pollution Prevention Plan for construction-related activities, including grading. The Storm Water Pollution Prevention Plan would specify the Best Management Practices that the Project would be required to implement during construction activities to ensure that all potential pollutants of concern are prevented or minimized.

Based on the analysis above, with implementation of PPP 3.10-1 through PPP 3.10-4, impacts would be less than significant.

3.11 LAND USE AND PLANNING

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				■
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			■	

3.11(a) Physically divide an established community?

Determination: No Impact.
Sources: Project Application Materials, Google Earth.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

An example of a Project that has the potential to divide an established community includes the construction of a new freeway or highway through an established neighborhood. The Project site consists of 3.68 acres of undeveloped lane and is bordered to the northeast by vacant land, to the northwest by Rubidoux Boulevard followed by industrial and residential land uses, to the southeast by vacant land, and the southwest by Rubidoux Boulevard, vacant land, residential development, commercial development, and industrial development. As such, no impacts would occur with respect to dividing an established community.

3.11(b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Determination: Less Than Significant Impact.
Sources: General Plan, South Coast Air Quality Management District, Final 2016 Air Quality Management Plan, Western Riverside County Multiple Species Habitat Conservation Plan, Santa Ana Regional Water Quality Control Board's Santa Ana River Basin Water Quality Control Program Project Application Materials

Plans, Policies, or Programs (PPP)

The applicable plans and policies relating to a conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect are described in the analysis below.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The General Plan land use designation currently assigned to the Project site is Light Industrial (LI) and has a zoning classification of Manufacturing-Service Commercial (M-SC). As demonstrated throughout this Initial Study/Mitigated Negative Declaration, the Project would otherwise not conflict with any applicable goals, objectives, and policies of the City of Jurupa General Plan or the City of Jurupa Valley Municipal Code. Additionally, the Project would not conflict with any applicable policy document, including the *Western Riverside Multiple Species Habitat Conservation Plan, the Santa Ana Regional Water Quality Control Board's Santa Ana River Basin Water Quality Control Program.* And the *South Coast Air Quality Management District's Air Quality Management Plan*. The purpose of these plans are to avoid or mitigate an environmental effect.

In conclusion, the Project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating adverse environmental effects and impacts are less than significant with implementation of the following:

3.12 MINERAL RESOURCES

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				■
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			■	

3.12(a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Determination: No Impact.
Source: General Plan.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

According to General Plan Figure 4-16: Jurupa Valley Mineral Resources, the Project site is mapped within MRZ-3, which is defined as "Areas containing known or inferred mineral occurrences of undetermined mineral resources significance." No mineral resource extraction activity is known to have ever occurred on the Project site. Accordingly, implementation of the Project would not result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State of California. Therefore, no impact would occur.

3.12(b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Determination: Less Than Significant Impact.
Source: General Plan.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

According to General Plan Figure 4-16: Jurupa Valley Mineral Resources, the Project site is mapped within MRZ-3, which is defined as "Areas containing known or inferred mineral occurrences of undetermined mineral resources significance." However, no mineral resource extraction activity is known to have ever occurred on the Project site. As such, impacts are less than significant.

3.13 NOISE

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		■		
b. Generation of excessive groundborne vibration or groundborne noise levels?			■	
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			■	

3.13(a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: Noise and Vibration Impact Analysis (Appendix K).

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to noise. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.12-1 As required by Jurupa Valley Municipal Code Section 11.05.020 (9), private construction projects located within one-quarter (¼) of a mile from an inhabited dwelling shall not perform construction between the hours of six (6:00) p.m. and six (6:00) a.m. during the months of June through September and between the hours of six (6:00) p.m. and seven (7:00) a.m. during the months of October through May.

PPP 3.12-2 As required by Jurupa Valley Municipal Code Section 11.05.040, no person shall create any sound, or allow the creation of any sound, on any property that causes the exterior sound level on any other occupied property to exceed the sound level standards set forth in Table 1 of this section or that violates the special sound source standards set forth in Section 11.05. 060.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Existing Ambient Noise Environment

The primary existing noise sources in the Project area are transportation facilities and existing commercial and light industrial uses. Traffic on Rubidoux Boulevard, 28th Street, and other local streets contribute to the ambient noise levels in the Project vicinity. Noise from motor vehicles is generated by engines, the interaction between the tires and the road, and the vehicles' exhaust systems.

The measured average noise levels in the Project vicinity ranged from 49.3 to 59.4 dBA L_{eq} and the measured maximum noise levels ranged from 60.1 to 71.7 dBA Lmax. The calculated CNEL level from the long-term noise level is 64 dBA CNEL.

Off-Site Receptors

Off-site receptors that may be affected by Project operational noise include existing residences to the south of the Project site.

Construction Noise

Project construction would include site preparation, grading, building construction, architectural coating, and paving of the commercial development and associated parking lot. As shown on Table 10 below, noise levels generated by heavy construction equipment can range from approximately 75 dBA to 99 dBA when measured at 50 feet.

Table 10. Typical Construction Equipment Noise Levels

Type of Equipment	Range of Sound Levels Measured (dBA at 50 feet)
Pile Drivers	81 to 96
Rock Drills	83 to 99
Jack Hammers	75 to 85
Pneumatic Tools	78 to 88
Pumps	68 to 80
Dozers	85 to 90
Tractors	77 to 82
Front-End Loaders	86 to 90
Graders	79 to 89
Air Compressors	76 to 86

Type of Equipment	Range of Sound Levels Measured (dBA at 50 feet)
Trucks	81 to 87
Source: "Noise Control for Buildings and Manufacturing Plants", Bolt, Beranek & Newman, 1987, as cited in the General Plan EIR	

Per Section 11.05.020 (9) of the Municipal Code, construction activities occurring between the hours of 6:00 AM and 6:00 PM during the months of June through September and between 7:00 AM and 6:00 PM during the months of October through May are exempt from noise standards.

The closest residential property lines are within 50 ft southwest of the Project site. Therefore, the closest residences would be subject to short-term construction noise reaching 88 dBA Lmax and 84 dBA L_{eq} or greater at the property line. Other residences in the Project vicinity are farther away and would be subject to short-term noise lower than this level from construction activities on the Project site. Regardless of the Project's consistency with the Municipal Code as described above, construction activities, especially those involving heavy equipment, will result in high noise levels. Therefore, the following mitigation measure is required to reduce construction noise impacts to the maximum extent feasible:

Mitigation Measure (MM)

Mitigation Measure NOI-1-Construction Noise Mitigation Plan. Prior to the issuance of a grading permit, the developer is required to submit a construction-related noise mitigation plan to the City of Jurupa Valley Planning Department for review and approval. The plan must depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of this project. In addition, the plan shall require that the following notes are included on grading plans and building plans. Project contractors shall be required to ensure compliance with the notes and permit periodic inspection of the construction site by City of Jurupa Valley staff or its designee to confirm compliance. These notes also shall be specified in bid documents issued to prospective construction contractors.

"a) Haul truck deliveries shall be limited to between the hours of 6:00am to 6:00pm during the months of June through September and 7:00am to 6:00pm during the months of October through May.

b) Construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards.

c) All stationary construction equipment shall be placed in such a manner so that emitted noise is directed away from any sensitive receptors adjacent to the Project site.

d) Construction equipment staging areas shall be located the greatest distance between the staging area and the nearest sensitive receptors."

Operational Noise (Stationary)

Potential long-term noise impacts would be associated with stationary sources proposed on the

Project site. Stationary noise sources from the proposed Project would include noise generated from on-site truck delivery, loading and unloading activities, heating, ventilation, and air conditioning (HVAC) noise, and parking lot activity noise. The proposed Project would operate from 7:00 a.m. to 5:00 p.m.; therefore, the on-site truck delivery, loading and unloading activities and parking lot activity noise would not operate during nighttime hours (10:00 p.m. to 7:00 a.m.). Further discussion on the potential long-term noise impacts from stationary noise sources are discussed below.

Truck Delivery and Truck Loading/Unloading Activities

Truck delivery and loading/unloading activities (including forklift) operations for the proposed Project would generate a noise level of 75 dBA L_{eq} at 20 ft. The closest loading dock to the residences would be approximately 105 ft from the closest residential property line. The distance attenuation would provide a noise level reduction of 14 dBA, while the structure of the proposed building and the Project's 6 ft high masonry wall (on the shared property line) would provide a noise level reduction of 14 dBA. Based on the above discussion, loading/unloading noise would be reduced to 47 dBA L_{eq} (75 dBA – 14 dBA –14 dBA = 47 dBA) at the closest residence.

The second closest residential property line to the proposed loading docks would be 225 ft from the closest proposed loading dock. The distance attenuation would provide a noise level reduction of 21 dBA and the Project's 6 ft high masonry wall would provide a noise level reduction of 2 dBA, which would result in a noise level of 52 dBA L_{eq} (75 dBA – 21 dBA – 2 dBA = 52 dBA).

Measured ambient noise levels south of the Project ranges from 60 to 70 dBA CNEL. The closest residences to the project site are in noise areas that are considered "normally acceptable" to "conditionally acceptable" based on the City's Land Use Compatibility Matrix. Noise levels generated from truck delivery and loading/unloading activities are considered intermittent and are estimated to range from 47 and 52 dBA L_{eq} at the closest residences to the south. Noise generated from truck delivery and loading/unloading activities would not increase the existing ambient noise level and the noise environment at closest residences to the Project site would remain "normally acceptable" to "conditionally acceptable". Therefore, no off-site noise impacts would occur from on-site truck delivery and loading/unloading activities. No noise reduction measures are required.

Heating, Ventilation, and Air Conditioning Noise

The office and shop portion of the building would likely have rooftop HVAC equipment that would generate noise levels ranging from 66.6 dBA L_{eq} at 5 ft based on reference noise measurements. It is assumed that, as a worst-case scenario, HVAC equipment would operate 24 hours per day. The property line of the closest residence is approximately 30 ft from the where an HVAC unit could potentially be located. The distance attenuation would provide a noise level reduction of 16 dBA and the roofline and parapet would provide a noise level reduction of 5 dBA. Based on the above discussion, HVAC noise at the property line of the closest residence would be reduced to 45.6 dBA Leq (66.6 dBA – 16 dBA – 5 dBA = 45.6 dBA).

Measured ambient noise levels south of the Project ranges from 60 to 70 dBA CNEL. The closest residences to the Project site are in noise areas that are considered "normally acceptable" to "conditionally acceptable" based on the City's Land Use Compatibility Matrix. Noise levels generated from HVAC equipment would not increase the existing ambient noise level and the noise environment at closest residences to the Project site would remain "normally acceptable" to

"conditionally acceptable". Therefore, no long-term stationary source noise impacts from HVAC noise would occur. No noise reduction measures are required.

Parking Lot Activities

The Project would include automotive, tractor, and trailer parking at surface level. Noise generated from parking activities would include noise generated by vehicles traveling at slow speeds, engine start-up noise, car door slams, car horns, car alarms, and tire squeals. These activities would occur during daytime hours. Representative parking activities would generate approximately 60 to 70 dBA Lmax at 50 ft. Noise levels generated from parking activities are intermittent in nature. Assuming that an instantaneous noise level of 70 dBA Lmax would occur 10 percent of the time, the parking lot activities would produce an equivalent continuous sound levels of 60 dBA L_{eq} (70 dBA + 10 x log[0.1] = 60 dBA).

The property lines of the closest residences to the truck parking lots are approximately 20 feet from the proposed surface tractor parking on at the southwest edge of the Project site and approximately 35 feet from the proposed surface trailer parking near the south corner of the Project site. At a distance of 20 feet and 35 feet, noise would increase by 8 dBA and 3 dBA, respectively, compared to the noise level measured at 50 feet from the source. The shielding provided by the Project's 6 foot high masonry wall would provide a noise level reduction of 5 dBA and 4 dBA from the activities at the tractor and trailer parking lot, respectively. Noise levels at the property line of the nearest residence generated by tractor and trailer parking lot activities would be reduced to noise levels of 63 dBA Leq (60 dBA + 8 dBA - 5 dBA = 63 dBA) and 59 dBA Leq (60 dBA + 3 dBA - 4 dBA = 59 dBA), respectively.

The proposed automotive parking lots would be approximately 120 feet and 180 feet from the property line of the nearest residence. Noise from the automotive parking spaces closest to the office building would be shielded by a combination of the proposed 6 foot masonry wall at the shared property line and an existing 6 foot wall at the property line of the residence. At a distance of 120 feet and 180 feet, noise would reduce noise levels by 8 and 3 dBA, respectively, compared to the noise level measured at 50 feet from the source. The shielding provided by the Project's 6 foot high masonry wall would provide a noise level reduction of 3 and 6 dBA from the activities at the tractor and trailer parking lot, respectively. Noise levels at the property line of the nearest residence generated by automotive parking lot activities would be reduced to noise levels of 49 dBA Leq (60 dBA - 8 dBA - 3 dBA = 49 dBA) and 43 dBA Leq (60 dBA - 11 dBA – 6 dBA = 43 dBA).

Measured ambient noise levels south of the Project site ranges from 60 to 70 dBA CNEL. The closest residences to the Project site are in noise areas that are considered "normally acceptable" to "conditionally acceptable" based on the City's Land Use Compatibility Matrix. Noise levels generated from parking activities are considered intermittent and are estimated to range from 43 and 63 dBA Lmax at adjacent land uses to the south. Noise generated from parking activities would not increase the existing ambient noise level and the noise environment at closest residences to the Project site would remain "normally acceptable" to "conditionally acceptable". Therefore, no off-site noise impacts would occur from on-site parking activities. No noise reduction measures would be required.

Offsite Roadway Noise Impacts.

The proposed Project would cause a project-related traffic noise increase of up to 0.3 dBA in the Project vicinity. This noise level increase is below 3 dBA and would not be perceptible to the human ear in an outdoor environment. Therefore, no off-site traffic noise impacts would occur and no noise reduction measures are required.

3.13(b) Generation of excessive groundborne vibration or groundborne noise levels?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: Noise and Vibration Impact Analysis (Appendix J).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Construction Vibration

Under existing conditions, there are no known sources of ground-borne vibration or noise that affect the Project site. Construction of the Project will not employ any pile driving, rock blasting, or rock crushing equipment during construction activities, which are the primary sources of ground-borne noise and vibration during construction.

The City has relied upon vibration standards promulgated by Caltrans in past CEQA documents. According to Caltrans, the threshold at which there may be a risk of architectural damage to normal houses with plastered walls and ceilings is 0.20 PPV inch/second. Primary sources of vibration during construction would be bulldozers.

The closest structure to the Project construction boundary is a detached garage associated with a single-family residence. The garage could experience vibration levels of up to 0.995 PPV inch/second while other nearby structures in the area would be 0.017 PPV inch/second or lower. The vibration level at the garage would exceed the FTA vibration damage threshold of 0.2 PPV inch/second because the garage structure is constructed of non-engineered timber. However, other nearby structures in the area would not exceed the FTA vibration damage threshold of 0.2 PPV inch/second

Therefore, the following mitigation measure is required to reduce construction noise impacts to the maximum extent feasible:

Mitigation Measure (MM)

Mitigation Measure NOI-2-Construction Restrictions for Larger Bulldozers and Loaded Trucks.

Prior to the issuance of a grading permit, the following note shall be placed on the grading plan:

"The construction contractor shall prohibit large bulldozers and loaded trucks from operating within 15 feet of the existing detached garage located southwest of the construction boundary."

With implementation of Mitigation Measure NOI-2, impacts are less than significant.

Operational Vibration

Typically, groundborne vibration sources that could potentially affect nearby properties are from rail roads and trucks traveling at higher speeds on freeways and highways. The Project does not have rail access nor is it a major transportation facility or roadway. Therefore, the operational impacts associated with ground-borne vibration would be less than significant at nearby sensitive uses.

Based on the above analysis, impacts are less than significant.

3.13 (c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Determination: No Impact.

Source: Riverside County Airport Land Use Commission.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The nearest airport is Flabob Airport located approximately 1.50 miles southwest of the Project site. According to Map FL-1, Flabob Airport Land Use Compatibility Plan, the Project site is not located within an airport compatibility zone. As such, the Project will not result in excessive noise for people residing or working in the Project area.

3.14 POPULATION AND HOUSING

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			■	
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				■

3.14(a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Determination: Less than Significant Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project would not directly result in population growth because it does not propose any residential dwelling units. According to the General Plan Economic Sustainability Element: "*The City is a net exporter of jobs, with more residents working outside the City than non-residents working inside the City*." (General Plan p. 11-3.). Thus, it is anticipated that new employees generated by the Project would be within commuting distance and would not generate needs for any housing.

Typically, growth would be considered a significant impact pursuant to CEQA if it directly or indirectly affects the ability of agencies to provide needed public services and requires the expansion or new construction of public facilities and utilities.

Water service to the Project site will be provided by the Rubidoux Community Services District. The Project will connect to the existing 8-inch diameter water lines in Rubidoux Boulevard and 30th Street. The Project will install an on-site septic system.

No additional infrastructure will be needed to serve the Project site other than connection to the existing infrastructure in the vicinity of the Project site.

In addition, the analysis in Section 3.15, Public Services, of this Initial Study Checklist demonstrates that the impacts on public services are less than significant so the public service provider's ability to provide services will not be reduced. Based on the above analysis, impacts are less than significant.

3.14(b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Determination: No Impact.
Sources: Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project site contains does not contain any residential units. Therefore, implementation of the Project would not displace a substantial number of existing housing, nor would it necessitate the construction of replacement housing elsewhere. As such, there is no impact.

3.15 PUBLIC SERVICES

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			■	
2) Police protection?			■	
3) Schools?			■	
4) Parks?			■	
5) Other public facilities?			■	

3.15(a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

FIRE PROTECTION

Determination: Less Than Significant Impact.
Source: Riverside County Fire Department.

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to fire protection. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.15-1 The Project applicant shall comply with all applicable Riverside County Fire Department codes, ordinances, and standard conditions regarding fire prevention and suppression measures relating to water improvement plans, fire hydrants, automatic fire extinguishing systems, fire access, access gates, combustible construction, water availability, and fire sprinkler systems.

PPP 3.15-2 As required by Municipal Code Chapter 3.75, the Project is required to pay a Development Impact Fee that the City can use to improve public facilities and/or, to offset the incremental increase in the demand for public services that would be created by the Project.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Riverside County Fire Department provides fire protection services to the Project site. The Project site would be primarily served by the West Riverside Fire Station No. 18, an existing station located at an existing station located approximately 3.0 roadway miles west of the Project site at 7545 Mission Boulevard.

Development of the Project would impact fire protection services by placing an additional demand on existing fire protection resources should its resources not be augmented. To offset the increased demand for fire protection services, the Project would be conditioned by the City to provide a minimum of fire safety and support fire suppression activities, including compliance with State and local fire codes, fire sprinklers, a fire hydrant system, paved access, and secondary access routes.

The Project would be required to comply with the provisions of Municipal Code Chapter 3.75 which requires payment of the Development Impact Fee to assist the City in providing for fire protection services. Payment of the Development Impact Fee would ensure that the Project provides fair share funds for the provision of additional public services, including fire protection services, which may be applied to fire facilities and/or equipment, to offset the incremental increase in the demand for fire protection services that would be created by the Project.

In addition, as required by the City's Inter-Agency Project Review Request process, the Project plans were routed to the Fire Department for review and comment on the impacts to providing fire protection services. The Fire Department did not indicate that the Project would result in the need for new or physically altered fire facilities in order to maintain acceptable service ratios, response times or other performance objectives.

Based on the above analysis, with implementation of PPP 3.15-1 and PPP 3.15-2, impacts related to fire protection are less than significant.

<u>POLICE PROTECTION</u>

Determination: Less Than Significant Impact.
Sources: Riverside County Sheriff's Department "Stations," Riverside County General Plan, Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Riverside County Sheriff's Department provides community policing to the Project site via the Jurupa Valley Station located at 7477 Mission Boulevard, Jurupa Valley, CA. Development of the Project would impact police protection services. Consistent with General Plan Policy CSSF 2.1-2, the Project plans were routed to the Sheriff's Department for review and comment to increase public safety and maintain close coordination with the Sheriff's Department and law enforcement programs. The Sheriff's Department did not indicate that new or physically altered Sheriff facilities would be required to serve the Project.

Based on the above analysis, with implementation of PPP 3.15-2, impacts related to police protection are less than significant.

SCHOOLS

Determination: Less Than Significant Impact.
Sources: California Senate Bill 50 (Greene), Project Application Materials.

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts relating to schools. This measure will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.14-3 Prior to the issuance of building permits, the Project Applicant shall pay required Development Impact Fees to the Jurupa Unified School District following protocol for impact fee collection.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project does not propose any housing and would not directly create additional students to be served by the Jurupa Unified School District. However, the Project would be required to contribute fees to the Jurupa Unified School District in accordance with the Leroy F. Greene School Facilities Act of 1998 (Senate Bill 50). Pursuant to Senate Bill 50, payment of school impact fees constitutes complete mitigation under CEQA for Project-related impacts to school services.

Based on the above analysis, with implementation of PPP 3.15-3, impacts related to schools are less than significant.

PARKS

Determination: Less Than Significant Impact.
Source: Project Application Materials

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts relating to parks. This measure will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.14-4 Prior to the issuance of a building permit, the Project Applicant shall pay required Park Development Impact Fees to the Jurupa Area Recreation and Park District pursuant to District Ordinance No. 01-2007 and 02-2008.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

As noted in the response to Issue 3.15(a) above, the Project will not create an additional need for housing thus directly increasing the overall population of the City and generating additional need for parkland. The payment of Development Impact Fees will reduce any indirect Project impacts related to parks.

Based on the above analysis, with implementation of PPP 3.15-4, impacts related to parks are less than significant.

<u>OTHER PUBLIC FACILITIES</u>

Determination: Less Than Significant Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to parks. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.15-2 above is applicable to the Project.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

As noted in the response to Issue 3.15(a) above, development of the Project would not result in a direct increase in the population of the Project area and would not increase the demand for public services, including public health services and library services which would require the construction of new or expanded public facilities.

The Project would be required to comply with the provisions of Municipal Code Chapter 3.75, which requires payment of the Development Impact Fees to assist the City in providing public services. Payment of those Fees would ensure that the Project provides fair share of funds for additional public services. These funds may be applied to the acquisition and/or construction of public services and/or equipment.

Based on the above analysis, with implementation of PPP 3.15-2 above, impacts related to other public facilities are less than significant.

3.16 RECREATION

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			■	
b. Does the Project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?			■	

3.16(a) Would the proposed Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Determination: Less than Significant Impact.
Source: Project Application Materials.

Impact Analysis

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts relating to other public facilities. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.15-4 Prior to the issuance of a building permit, the Project Applicant shall pay required Park Development Impact Fees to the Jurupa Area Recreation and Park District pursuant to District Ordinance No. 01-2007 and 02-2008.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project would not cause a substantial physical deterioration of any park facilities or would accelerate the physical deterioration of any park facilities because the Project does not proposes residential dwelling units which would increase the population that would use parks. The payment of Development Impact Fees will reduce any indirect Project impacts related to recreational facilities.

Based on the above analysis, with implementation of PPP 3.15-4, impacts related to recreational facilities would be less than significant and no mitigation measures are required.

3.16(b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?

Determination: Less than Significant Impact.

Source: Project Application Materials

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

As noted in the response to Issue 3.16(a) above, the Project does not propose any recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment. In addition, no offsite parks or recreational improvements are proposed or required as part of the Project.

Based on the above analysis, impacts related to parks and recreational facilities would be less than significant and no mitigation measures are required.

3.17 TRANSPORTATION

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, taking into account all modes of transportation including transit, roadway, bicycle and pedestrian facilities?			■	
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				■
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				■
d. Result in inadequate emergency access?				■

3.17(a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Determination: Less Than Significant Impact.
Source. Trip Generation Memorandum (Appendix L).

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts relating to transportation/traffic. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.17-1 The Project Proponent shall make required per-unit fee payments associated with the Western Riverside County Transportation Uniform Mitigation Fees (TUMF) pursuant to Chapter 3.70 of the Municipal Code.

PPP 3.17-2 As required by Municipal Code Chapter 3.75, the Project is required to pay Development Impact Fees to assist the City in providing revenue that the City can use to fund transportation improvements such as roads, bridges, major improvements and traffic signals.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Motor Vehicle Analysis

The City of Jurupa Valley follows the Riverside County Transportation Department *Traffic Impact Analysis Preparation Guide* (dated April 2008), which states that a TIA is required when a project will generate 50 or more peak-hour trips.

Trip Generation

The trip generation analysis was developed using rates from the Institute of Transportation Engineers *Trip Generation Manual* (10th Edition) for Land Use 110 - "General Light Industrial." The trip generation developed using General Light Industrial rates was converted to passenger vehicles and different types of trucks (2, 3, and 4+ axle) using the City of Fontana *Truck Trip Generation Study*, dated August 2003. All truck trips were converted to passenger car equivalents (PCEs) using a 1.5 PCE factor for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for 4- and more axle trucks. The proposed Project is expected to generate 94 total daily PCE trips, with 13 PCE trips occurring during the a.m. peak hour and 12 PCE trips occurring during the p.m. peak hour. Based on the low number of vehicle trips, the Project is not forecast to conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. However, the Engineering Department may require certain roadway improvements be constructed or installed that are not required by CEQA.

Transit Service Analysis

The Riverside Transit Agency, a public transit agency serves the region and the City of Jurupa Valley. There is no bus service adjacent to the Project site. In addition, the Project is not proposing to construct any improvements would interfere with any future bus service. There is no impact.

Bicycle & Pedestrian Facilities Analysis

The Project is not proposing to construct any improvements that will interfere with bicycle and pedestrian use. Pedestrian and bicycle access will be available to the Project site from Rubidoux Boulevard. In addition, bicycle parking will be provided on the Project site. Therefore, the Project will not conflict with an applicable plan, ordinance or policy applying to non-motorized travel. Impacts are less than significant.

3.17(b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Determination: No Impact.
Source: CEQA Guidelines

Impact Analysis

LOS has been used as the basis for determining the significance of traffic impacts as standard practice in CEQA documents for decades. In 2013, California Senate Bill (SB) 743 was passed, which is intended to balance the need for LOS for traffic planning with the need to build infill housing and mixed-use commercial developments within walking distance of mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these often competing needs. At full implementation of SB 743, the California Governor's Office of Planning and

Research (OPR) is expected to replace LOS as the metric against which traffic impacts are evaluated, with a metric based on vehicle miles traveled (VMT). On December 28, 2018, the OPR adopted several new changes to the CEQA Guidelines, including the requirement that lead agencies implement a VMT-based analysis, rather than a LOS metric, in reviewing traffic impacts. These changes to the Guidelines, however, also provide a "grace period," and do not require lead agencies to apply a VMT metric until July 1, 2020. Because this Mitigated Negative Declaration is circulated for public review before July 1, 2020, the City, as the lead agency, was not required to use a VMT metric in its analysis of traffic impacts. For this reason, this Mitigated Negative Declaration uses a LOS metric in its traffic analysis as described in Section 3.17 (a) above, and is thus in compliance with the standards in effect at the time of its circulation. As such, there is no impact.

3.17(c) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Determination: No Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Access to the site is from Rubidoux Boulevard and 30th Street, which are existing, improved roadways abutting the site. The Project will construct a new driveway improvement along Rubidoux Boulevard, which will be constructed to meet City standards.

In addition, the Project is a located in a proposed industrial/commercial area with residential uses adjacent to the Project site. The Project would not be incompatible with existing development in the surrounding area to the extent that it would create a transportation hazard as a result of an incompatible use. Accordingly, the Project would not substantially increase hazards due to a design feature or incompatible use. Impacts would be less than significant and mitigation is not required.

3.16(d) Result in inadequate emergency access?

Determination: Less Than Significant Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

The Project would result in a new commercial/industrial use which would increase the need for emergency access to-and-from the site. Adequate emergency access would be provided to the Project site from Rubidoux Boulevard. During the course of the preliminary review of the Project, the Project's transportation design was reviewed by the City's Engineering Department, County Fire Department, and County Sheriff's Department to ensure that adequate access to and from the site would be provided for emergency vehicles.

With the adherence to mandatory requirements for emergency vehicle access, impacts would be less than significant and no mitigation measures are required.

3.18 TRIBAL CULTURAL RESOURCES

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?		■		
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		■		

3.18(a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Determination: Less Than Significant Impact With Mitigation Incorporated.

Source: Cultural Resources Assessment (Appendix D).

Historic resources generally consist of buildings, structures, improvements, and remnants associated with a significant historic event or person(s) and/or have a historically significant style, design, or achievement. Damaging or demolition of historic resources is typically considered to be a significant impact. Impacts to historic resources can occur through direct impacts, such as destruction or removal, and indirect impacts, such as a change in the setting of a historic resource.

CEQA Guidelines §15064.5(a) clarifies that historical resources include the following:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources.

2. A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements [of] section 5024.1(g) of the Public Resources Code.

3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.

A cultural resources records search, additional research, and a field survey were conducted for the Project area. No cultural resources have been previously documented within or adjacent to the Project. However, the former presence of historic period buildings and features within the Project area and numerous prehistoric resources in the vicinity indicate some sensitivity for potential subsurface cultural resources. As such, the following mitigation measures are required:

Mitigation Measures (MMs)

MM- CR-1: Archaeological Monitoring. *A qualified archaeologist (the "Project Archaeologist") shall be retained by the developer prior to the issuance of a grading permit. The Project Archaeologist will be on-call to monitor ground-disturbing activities and excavations on the Project site following identification of potential cultural resources by project personnel. If archaeological resources are encountered during implementation of the Project, ground-disturbing activities will be temporarily redirected from the vicinity of the find. The Project Archaeologist will be allowed to temporarily divert or redirect grading or excavation activities in the vicinity in order to make an evaluation of the find. If the resource is significant, Mitigation Measure CR-2 shall apply.*

MM- CR-2: Archeological Treatment Plan. *If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor, the Project Proponent, and the City of Jurupa Valley Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards (typically this sampling level is two (2) to five (5) percent of the volume of the cultural deposit). At the completion of the laboratory analysis, any recovered archaeological resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department and the Eastern Information Center.*

With implementation of Mitigation Measures CR-1 and CR-2, impacts are less than significant

3.18(b A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Determination: Potentially Significant Impact With Mitigation Incorporated.

Source: AB 52 Consultation.

Impact Analysis

"Tribal Cultural Resources" are either of the following:

(1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

(A) Included or determined to be eligible for inclusion in the California Register of Historical Resources.

(B) Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.

(2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

AB 52 also created a process for consultation with California Native American Tribes in the CEQA process. Tribal Governments can request consultation with a lead agency and give input into potential impacts to tribal cultural resources before the agency decides what kind of environmental assessment is appropriate for a proposed project.

The Planning Department notified the following California Native American Tribes per the requirements of AB52:

- Gabrieleño Band of Mission Indians – Kizh Nation
- Soboba Band Luiseño Indians
- Torres Martinez Band of Cahuilla Indians.

The Soboba Band Luiseño Indians requested consultation and indicated that tribal cultural resources could be present on the site. As a result the AB52 consultation process, the following mitigation measure is required:

Mitigation Measure TCR-1: Native American Monitoring, Treatment of Discoveries, and Disposition of Discoveries.

MONITORING:

Prior to the issuance of a grading permit, the applicant shall contact the Soboba Band Luiseño Indians The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement(s). A copy of the agreement shall be provided to the City of Jurupa Valley Planning Department prior to the issuance of a grading permit.

TREATMENT OF DISCOVERIES:

If a significant tribal cultural resource is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). A representative of the Soboba Band Luiseño Indians the Project Proponent, and the City of Jurupa Valley Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented to protect the identified tribal cultural resources from damage and destruction. The treatment plan shall

contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the tribal cultural resources in accordance with current professional archaeology standards. The treatment plan shall require monitoring by the Soboba Band Luiseño Indians during data recovery and shall require that all recovered artifacts undergo basic field analysis and documentation or laboratory analysis, whichever is appropriate. At the completion of the basic field analysis and documentation or laboratory analysis, any recovered tribal cultural resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department, the Eastern Information Center, and the appropriate Native American Tribe.

DISPOSITION OF DISCOVERIES:

In the event that Native American cultural resources are inadvertently discovered during the course of grading for this project. The following procedures will be carried out for treatment and disposition of the discoveries:

a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to tribal cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Jurupa Valley Planning Department with evidence of same:

b) A fully executed reburial agreement with the appropriate culturally affiliated Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.

c) A curation agreement with an appropriate qualified repository within Riverside County that meets the Secretary of the Interior standards and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.

d) If more than one Native American Group is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.

d) Should reburial of collected cultural items be preferred, it shall not occur until after the Phase IV monitoring report has been submitted to the City of Jurupa Valley Planning Department. Should curation be preferred, the developer/permit applicant is responsible for all costs and the repository and curation method shall be described in the Phase IV monitoring report.

With implementation of Mitigation Measure TCR-1, impacts are less than significant.

3.19 UTILITIES AND SERVICE SYSTEMS

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water, drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			■	
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple years?			■	
c. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				■
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			■	
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			■	

3.19(a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water, drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Determination: Less Than Significant Impact.
Sources: Rubidoux Community Services District, Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Water

The Project will connect to the existing 8-inch diameter water lines in Rubidoux Boulevard and 30th Street.

Wastewater

The Project will install a 1,500 gallon septic system.

Storm Drainage

Storm water will sheet across proposed AC pavement and landscaping in a southerly and westerly direction towards the south boundary. A storm drain inlet will be proposed east of the proposed building to intercept site flows and convey them into an underground infiltration system.

Electric Power

The Project will connect to the existing Southern California Edison electrical distribution facilities available at the Project site.

Natural Gas

The Project will connect to the existing Southern California Gas natural gas distribution facilities available at the Project site.

The installation of the utilities at the locations as described above are evaluated throughout this Initial Study. In instances where impacts have been identified, Plans, Policies, Programs (PPP), Project Design Features (PDF), or Mitigation Measures (MM) are required to reduce impacts to less-than-significant levels. Accordingly, additional measures beyond those identified throughout this Initial Study would not be required.

3.19(b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple years?

Determination: Less Than Significant Impact.

Source: Rubidoux Community Services District 2015 UWMP, Water and Sewer Will Serve Letter (Appendix M).

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Water use for the Project was estimated by using The California Emissions Estimator Model (CalEEMod). The model can be used to estimate water usage for analysis in CEQA documents. The

Project is estimated to have a water demand of 3.46 million gallons per year (or 9,719 gallons per day).

Water service would be provided to the Project site by the Rubidoux Community Services District ("District"). According to the District's *2015 Draft Urban Water Management Plan* (UWMP), the sole source of potable water supply for the District is groundwater extracted from the southern portion of the Riverside-Arlington Sub-basin (also referred to herein as the "Basin") of the Upper Santa Ana Valley Groundwater Basin.

The Basin encompasses the District's entire service area. The District currently does not purchase or otherwise obtain water from a wholesale water supplier, and recycled water is not currently available to the District. The District expects that groundwater extracted from the Basin by six potable and six non-potable (irrigation only) groundwater wells will continue to be its primary (and possibly only) source of water through the year 2040, and possibly beyond.

The Upper Santa Ana Valley Groundwater Basin is adjudicated, as set forth in Judgment No. 78426 (also referred to herein as the Basin Judgment). According to Section IX(b) of the Basin Judgment, entered April 17, 1969, "over any five-year period, there may be extracted from such Basin Area, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western [Western Municipal Water District] shall provide replenishment in the following year equal to the excess extractions over such 20 percent peaking allowance."

In August 2015, the California Department of Water Resources (DWR) released a draft list of 21 groundwater basins and sub-basins significantly overdrafted by "excessive" pumping in response to a series of executive orders issued by Governor Brown since January 2014. The Riverside-Arlington Sub-basin was not included in this list. DWR published the final list in January 2016, with no changes to the designation of the Riverside-Arlington Sub-basin.

The District does not have an immediate concern with water supply reliability. Because the District's water supply is groundwater, which has historically not been impacted by seasonal or year-to-year climatic change, the District is not subject to short-term water shortages resulting from temporary dry weather conditions. In the foreseeable future, the District will continue to be reliant on local groundwater supplies. The District will develop additional groundwater extraction and groundwater treatment facilities as needed to ensure a continuous and adequate water supply for its service area.

The 2015 UWMP estimated that, in 2020 during normal-year, single-dry-year, and multiple-dry-year conditions, the District anticipates a total water supply of approximately 17,000 AFY and a demand of 10,397 AFY, resulting in an excess capacity of 6,603 AFY (RCSD 2015). The District issued a "Will Serve" letter dated June 27 2019. The Will Serve letter does not guarantee that the District will provide water service for the Project, but rather is an indicator that the District has the potential to provide water service provided that fees are paid and water improvements are constructed per the District's standards.

Based on the analysis above, impacts are less than significant.

3.19(c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Determination: No Impact.
Source: Project Application Materials.

Plans, Policies, or Programs (PPP)

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis

Wastewater is proposed to be treated by an on-site septic system. Therefore, the project will not result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments.

3.19(d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Determination: Less Than Significant Impact.
Sources: Riverside County Waste Management, Cal Recycle Facility/Site Summary Details,

Plans, Policies, or Programs (PPP)

The following apply to the Project and would reduce impacts relating to landfill capacity. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

PPP 3.17-1 The Project shall comply with Section 4.408 of the *2013 California Green Building Code Standards*, which requires new development projects to submit and implement a construction waste management plan in order to reduce the amount of construction waste transported to landfills. Prior to the issuance of building permits, the City of Jurupa Valley shall confirm that a sufficient plan has been submitted, and prior to final building inspections, the City of Jurupa shall review and verify the Contractor's documentation that confirms the volumes and types of wastes that were diverted from landfill disposal, in accordance with the approved construction waste management plan.

Project Design Features (PDF)

Construction Related Impacts

Waste generated during the construction phase of the project would primarily consist of discarded materials from the construction of streets, common areas, infrastructure installation, and other project-related construction activities. The California Green Building Standards Code ("CALGreen"), requires all newly constructed buildings to prepare a Waste Management Plan and divert construction waste through recycling and source reduction methods. The City of Jurupa Valley Building and Safety Department reviews and approves all new construction projects required to submit a Waste Management Plan. Mandatory compliance with CALGreen solid waste requirements will ensure that construction waste impacts are less than significant.

In addition, according to the Cal Recycle Facility/Site Summary Details website accessed on September 30, 2019, these landfills receive well below their maximum permitted daily disposal volume and demolition and construction waste generated by the Project is not anticipated to cause these landfills to exceed their maximum permitted daily disposal volume. Furthermore, none of these regional landfill facilities are expected to reach their total maximum permitted disposal capacities during the Project's construction period. As such, these regional landfill facilities would have sufficient daily capacity to accept construction solid waste generated by the commercial facility.

Operational Related Impacts

The California Emissions Estimator Model (CalEEMod) is a statewide land use emissions computer model designed to provide a uniform platform for government agencies to quantify potential air quality criteria pollutant emissions associated with both construction and operations from a variety of land use projects. The model can also be used to estimate solid waste generation rates for various types of land uses for analysis in CEQA documents. Waste disposal rates by land use and overall composition of municipal solid waste in California is primarily based on CalRecycle data. Based on solid waste generation usage obtained from CalEEMod, the Project would generate approximately 18.6 tons of solid waste per year or 101 pounds per day.

According to the Cal Recycle Facility/Site Summary Details website accessed on September 30, 2019, the Badlands Sanitary Landfill has a permitted disposal capacity of 4,000 tons per day with a remaining capacity of 15,748,799 cubic yards. The Badlands Sanitary Landfill is estimated to reach capacity, at the earliest time, in the year 2022. The El Sobrante Landfill is has a permitted disposal capacity of 16,034 tons per day with a remaining capacity of 145,530,000 tons. The El Sobrante Landfill is estimated to reach capacity, at the earliest time, in the year 2045.

Solid waste generated during long-term operation of the Project would be disposed at the Badlands Sanitary Landfill and/or the El Sobrante Landfill. During long-term operation, the Project's solid waste generation of 101 pounds per day would represent a minimal amount of the daily permitted disposal capacity at the Badlands Sanitary Landfill and the El Sobrante Landfill.

The Project is not anticipated to cause these landfills to exceed their maximum permitted daily disposal volume. Because the Project would generate a relatively small amount of solid waste per day, as compared to the permitted daily capacities for Badlands Sanitary Landfill and the El Sobrante Landfill, these regional landfill facilities would have sufficient daily capacity to accept solid waste generated by the Project.

Based on the above analysis, impacts are less than significant.

3.19(e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Determination: Less Than Significant Impact.
Sources: California Assembly Bill 939 (Sher), Riverside County Waste Resources Management District, Riverside County Integrated Waste Management Plan, Riverside County Waste Management Department, Solid Waste System Study Report, Waste Management "El Sobrante Landfill"

Plans, Policies, or Programs (PPP)

The following applies to the Project and would reduce impacts relating to solid waste. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.19-1 The Project shall comply with Section 4.408 of the 2013 California Green Building Code Standards, which requires new development projects to submit and implement a construction waste management plan in order to reduce the amount of construction waste transported to landfills. Prior to the issuance of building permits, the City of Jurupa Valley shall confirm that a sufficient plan has been submitted, and prior to final building inspections, the City of Jurupa shall review and verify the Contractor's documentation that confirms the volumes and types of wastes that were diverted from landfill disposal, in accordance with the approved construction waste management plan.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Impact Analysis.

Construction Related Impacts

Waste generated during the construction of the Project would primarily consist of discarded materials from the construction of driveways, common areas, infrastructure installation, and other project-related construction activities. According to the Riverside County Waste Management Department, solid waste generated within the City of Jurupa Valley is deposited at the Badlands Sanitary Landfill and the El Sobrante Landfill.

According to the Cal Recycle Facility/Site Summary Details website accessed on September 30, 2019, these landfills receive below their maximum permitted daily disposal volume and demolition and construction waste generated by the Project is not anticipated to cause these landfills to exceed their maximum permitted daily disposal volume. Furthermore, none of these regional landfill facilities are expected to reach their total maximum permitted disposal capacities during the construction period for the commercial facility. As such, these regional landfill facilities would have sufficient daily capacity to accept construction solid waste generated by the Project.

Operational Related Impacts

The California Integrated Waste Management Act established an integrated waste management system that focused on source reduction, recycling, composting, and land disposal of waste. In addition, the Act established a 50% waste reduction requirement for cities and counties by the year

2000, along with a process to ensure environmentally safe disposal of waste that could not be diverted. Per the requirements of the Integrated Waste Management Act, the Riverside County Board of Supervisors adopted the Riverside Countywide Integrated Waste Management Plan which outlines the goals, policies, and programs the County and its cities will implement to create an integrated and cost effective waste management system that complies with the provisions of California Integrated Waste Management Act and its diversion mandates.

The Project operator(s) would be required to coordinate with the waste hauler to develop collection of recyclable materials for the commercial facility on a common schedule as set forth in applicable local, regional, and State programs. Recyclable materials that would be recycled by the commercial facility include paper products, glass, aluminum, and plastic.

Additionally, the Project's waste hauler would be required to comply with all applicable local, State, and Federal solid waste disposal standards, thereby ensuring that the solid waste stream to the landfills that serve the commercial facility are reduced in accordance with existing regulations.

Based on the above analysis, impacts are less than significant.

3.20 WILDFIRE

WILDFIRE -- If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				■
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				■
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				■
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				■

Determination: No Impact.
Sources: General Plan, Cal Fire.

Impact Analysis

As stated in the State of California's General Plan Guidelines: "*California's increasing population and expansion of development into previously undeveloped areas is creating more 'wildland-urban interface' issues with a corresponding increased risk of loss to human life, natural resources, and economic assets associated with wildland fires*." To address this issue, the state passed Senate Bill 1241 to require that General Plan Safety Elements address the fire severity risks in State Responsibility Areas (SRAs) and Local Responsibility Areas (LRAs). As shown in General Plan Figure 8-11, Jurupa Valley contains several areas within Very High and High fire severity zones that are located in an SRA. SRAs are those areas of the state in which the responsibility of preventing and suppressing fires is primarily that of the Department of Forestry and Fire Protection, also known as CAL FIRE.

However, according to General Plan Figure 8-11, The Project site is located in the "Urban-Unzoned" fire hazard area and is thus not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. As such, there are no impacts.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		■		
b. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		■		
c. Does the Project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?		■		

Impact Analysis

3.20(a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: This Initial Study Checklist.

Impact Analysis

As noted in the analysis throughout this Initial Study, the following apply to the Project and would reduce impacts relating to this issue. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

Plans, Policies, or Programs (PPP)

All Plans, Policies, or Programs pertaining to Biological Resources and Cultural Resources shall apply.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Mitigation Measures (MM)

BIO-1, CR-1 through CR-2, and TCR-1 shall apply.

In instances where impacts have been identified, the Plans, Policies, or Programs were applied to the Project based on the basis of federal, state, or local law currently in place which effectively reduces environmental impacts, or Mitigation Measures are required to reduce impacts to less than significant levels. Therefore, Project does not have impacts which would have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.

3.19(b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: This Initial Study Checklist.

Impact Analysis

As noted in the analysis throughout this Initial Study, the following apply to the Project and would reduce impacts relating to this issue. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

Plans, Policies, or Programs (PPP)

All Plans, Policies, or Programs (PPP) identified in this Initial Study Checklist document shall apply.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Mitigation Measures (MM)

BIO-1, CR-1, CR-2, GEO-1 and TCR-1 shall apply.

In instances where impacts have been identified, the Plans, Policies, or Programs were applied to the Project based on the basis of federal, state, or local law currently in place which effectively reduces environmental impacts, or Mitigation Measures are required to reduce impacts to less than significant levels. Therefore, Project does not have impacts that are cumulatively considerable.

3.19(c) Does the Project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?

Determination: Less Than Significant Impact With Mitigation Incorporated.
Source: This Initial Study Checklist.

Impact Analysis

As noted in the analysis throughout this Initial Study Checklist, the following apply to the Project and would reduce impacts relating to this issue. These measures will be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

Plans, Policies, or Programs (PPP)

All Plans, Policies, or Programs pertaining to Aesthetics, Agriculture and Forestry Resources, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation/Traffic, and Utility and Service Systems shall apply.

Project Design Features (PDF)

There are no Project Design Features applicable to the Project relating to this issue.

Mitigation Measures (MM)

NOI-1 and NOI-2 shall apply.

In instances where impacts have been identified, the Plans, Policies, or Programs were applied to the Project based on the basis of federal, state, or local law currently in place which effectively reduces environmental impacts. Therefore, Project does not have impacts which would cause substantial adverse effects on human beings, either directly or indirectly.

4.0 REFERENCES

California Environmental Quality Act (CEQA) Guidelines. http://opr.ca.gov/m_ceqa.php

California Environmental Quality Act (CEQA) Air Quality Handbook.
http://opr.ca.gov/m_ceqa.php

City of Jurupa Valley General Plan, 2017 www.jurupavalley.org

City of Jurupa Valley General Plan EIR, 2017 www.jurupavalley.org

California Department of Toxic Substances Control, www.dtsc.ca.gov

Countywide Integrated Waste Management Plan www.rivcowom.org

Flood Insurance Rate Maps, Federal Emergency Management Agency, https://msc.fema.gov

South Coast Air Quality Management District,
www.aqmd.gov.

South Coast Air Quality Management District, Final 2016 Air Quality Management Planwww.aqmd.gov

Western Riverside County Multiple Species Habitat Conservation Plan.
http://www.rctlma.org/mshcp/

Western Riverside Council of Governments Subregional Climate Action Plan, September 2014.
http://www.wrcog.cog.ca.us/community/sustainability

5.0 REPORT PREPARATION PERSONNEL

LEAD AGENCY:

City of Jurupa Valley
Planning Department
8930 Limonite Avenue
Jurupa Valley, Ca 92509

Ernest Perea, CEQA Administrator

6.0 MITIGATION MONITORING REPORTING PROGRAM

PROJECT NAME: MA 18239

DATE: March 5, 2020

PROJECT MANAGER: Chris Mallec**,** Associate Planner

PROJECT DESCRIPTION: The project would construct a 15,000 square-foot, tilt-up concrete wall building with a 1,500 square foot first floor office, a 1,500 square foot second floor office, and a 13,500 square foot service shop on a 3.68-acre lot, for semi-truck and trailer repair services. The total building square footage area would be 16,500 square feet.

PROJECT LOCATION: the Project is located on the east side of Rubidoux Boulevard between 26th & 28th Streets. The Project site is also identified by the following Assessor Parcel Number: APN: 178-222-010.

Throughout this *Mitigation Monitoring and Reporting Program*, reference is made to the following:

- ***Plans, Policies, or Programs (PPP)*** – These include existing regulatory requirements such as plans, policies, or programs applied to the Project based on the basis of federal, state, or local law currently in place which effectively reduce environmental impacts.

- ***Mitigation Measures (MM)*** – These measures include requirements that are imposed where the impact analysis determines that implementation of the proposed Project would result in significant impacts; mitigation measures are proposed in accordance with the requirements of CEQA.

Plans, Policies, or Programs (PPP) were assumed and accounted for in the assessment of impacts for each issue area. Mitigation Measures were formulated only for those issue areas where the results of the impact analysis identified significant impacts. All three types of measures described above will be required to be implemented as part of the Project.

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
AESTHETICS			
PPP 3.1-1 As required by Municipal Code Section 9.115.040 (3), no building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building or structure exceed seventy-five (75) feet in height, unless a variance is approved pursuant to Section 9.240.270.	Planning Department	Prior to the issuance of building permits	
PPP 3.1-2 All outdoor lighting shall be designed and installed to comply with California Green Building Standard Code Section 5.106 or with a local ordinance lawfully enacted pursuant to California Green Building Standard Code Section 101.7, whichever is more stringent.	Planning Department Building & Safety Department	Prior to the issuance of building permits	
PDF 3.1-1 As required by the building elevations submitted as part of the application materials for MA 18239, the primary exterior of the proposed buildings will consist of stucco and brick veneer and tempered glass with glazing.	Planning Department	Prior to the issuance of building permits	
AIR QUALITY			
PPP 3.3-1 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 403, "Fugitive Dust." Rule 403 requires implementation of best available dust control measures during construction activities that generate fugitive dust, such as earth moving and stockpiling activities, grading, and equipment travel on unpaved roads.	Engineering Department	During grading	
PPP 3.3-2 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1186 "PM10 Emissions from Paved and Unpaved Roads and Livestock Operations" and Rule 1186.1, "Less-Polluting Street Sweepers." Adherence to Rules 1186 and 1186.1 reduces the release of criteria pollutant emissions into the atmosphere during construction.	Building & Safety Department	During construction	
PPP 3.3-3 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 402 "*Nuisance*." Adherence to Rule 402 reduces the release of odorous emissions into the atmosphere.	Building & Safety Department Engineering Department Planning Department	During construction and on-going	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
PPP 3.3-4 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 402 "*Nuisance*." Adherence to Rule 402 reduces the release of odorous emissions into the atmosphere.	Planning Department	On-going	
PPP 3.3-5 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 402 "*Nuisance*." Adherence to Rule 402 reduces the release of odorous emissions into the atmosphere.			
BIOLOGICAL RESOURCES			
PPP 3.4-1 The Project is required to pay mitigation fees pursuant to the Western Riverside County Multiple Species Habitat Conservation Plan (MHSCP) as required by Municipal Code Chapter 3.80.	Planning Department	Prior to the issuance of a grading permit	
MM-BIO-1- Nesting Bird Survey. Prior to the issuance of a grading permit, the City of Jurupa Valley Planning Department shall ensure vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (February 1 through September 15), unless a migratory bird nesting survey is completed in accordance with the following requirements: a. A migratory nesting bird survey of the Project's impact footprint shall be conducted by a qualified biologist within three business (3) days prior to initiating vegetation clearing or ground disturbance. b. A copy of the migratory nesting bird survey results report shall be provided to the City of Jurupa Valley Planning Department. If the survey identifies the presence of active nests, then the qualified biologist shall provide the Planning Department with a copy of maps showing the location of all active nests and an appropriate buffer zone around each nest sufficient to protect the nest from direct and indirect impact. The size and location of all buffer zones as determined by a qualified biologist, shall be subject to review and approval by the Planning Department. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist and Planning Department verify that the nests	Planning Department	Prior to the issuance of a grading permit	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
CULTURAL RESOURCES			
MM- CR-1: Archaeological Monitoring. A qualified archaeologist (the "Project Archaeologist") shall be retained by the developer prior to the issuance of a grading permit. The Project Archaeologist will be on-call to monitor ground-disturbing activities and excavations on the Project site following identification of potential cultural resources by project personnel. If archaeological resources are encountered during implementation of the Project, ground-disturbing activities will be temporarily redirected from the vicinity of the find. The Project Archaeologist will be allowed to temporarily divert or redirect grading or excavation activities in the vicinity in order to make an evaluation of the find. If the resource is significant, Mitigation Measure CR-2 shall apply.	Planning Department	Prior to the issuance of a grading permit	
MM- CR-2: Archeological Treatment Plan. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor, the Project Proponent, and the City of Jurupa Valley Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards (typically this sampling level is two (2) to five (5) percent of the volume of the cultural deposit). At the completion of the laboratory analysis, any recovered archaeological resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department and the Eastern Information Center.	Engineering Department Planning Department	During grading and in the event of discovery of resources during grading	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
GEOLOGY AND SOILS			
PPP 3.7-1 As required by Municipal Code Section 8.05.010, the Project is required to comply with the most recent edition of the *California Building Code* to preclude significant adverse effects associated with seismic hazards.	Building & Safety Department	Prior to the issuance of building permits	
PPP's 3.10-1 through PPP 3.10-4 in Section 3.9, *Hydrology and Water Quality* shall apply.	Engineering Department	Prior to the issuance of a grading permit and during operation	
MM-GEO-1: Paleontological Monitoring. A qualified paleontologist (the "Project Paleontologist") shall be retained by the developer prior to the issuance of a grading permit. The Project Paleontologist will be on-call to monitor ground-disturbing activities and excavations on the Project site following identification of potential paleontological resources by project personnel. If paleontological resources are encountered during implementation of the Project, ground-disturbing activities will be temporarily redirected from the vicinity of the find. The Project Paleontologist will be allowed to temporarily divert or redirect grading or excavation activities in the vicinity in order to make an evaluation of the find. If the resource is significant, Mitigation Measure GEO-2 shall apply.	Planning Department	Prior to the issuance of a grading permit.	
MM-GEO-2: Paleontological Treatment Plan. If a significant paleontological resource(s) is discovered on the property, in consultation with the Project proponent and the City, the qualified paleontologist shall develop a plan of mitigation which shall include salvage excavation and removal of the find, removal of sediment from around the specimen (in the laboratory), research to identify and categorize the find, curation in the find a local qualified repository, and preparation of a report summarizing the find.	Engineering Department Planning Department	During grading and in the event of discovery of resources during grading	
GREENHOUSE GAS EMISSIONS			

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
PPP 3.8-1 As required by Municipal Code Section 8.05.010, *California Energy Code*, prior to issuance of a building permit, the Project Applicant shall submit showing that the Project will be constructed in compliance with the most recently adopted edition of the applicable California Building Code Title 24 requirements.	Building & Safety Department	Prior to the issuance of building permits	
PPP 3.8-2 As required by Municipal Code Section 9.283.010, *Water Efficient Landscape Design Requirements,* prior to the approval of landscaping plans, the Project proponent shall prepare and submit landscape plans that demonstrate compliance with this section.	Building & Safety Department	Prior to the issuance of building permits	
PPP 3.8-3 As required by Municipal Code Section 8.05.010 (8), the Project proponent shall comply with the *California Green Building Standards.*	Building & Safety Department	Prior to the issuance of building permits	
HAZARDS AND HAZARDOUS MATERIALS			
PPP 3.9-1 As required by Health and Safety Code Section 25507, if a future business handles a hazardous material or a mixture containing a hazardous material that has a quantity at any one time above the thresholds described in Section 25507(a) (1) through (6). a business shall establish and implement a business plan for emergency response to a release or threatened release of a hazardous material in accordance with the standards prescribed in the regulations adopted pursuant to Section 25503, aid business shall obtain approval from the Riverside County Department of Environmental Health prior to occupancy.	Planning Department	Planning Department to confirm if Riverside County Department of Environmental Health requires a Business Plan prior to occupancy	
HYDROLOGY AND WATER QUALITY			
PPP 3.10-1 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section B (1),* any person performing construction work in the city shall comply with the provisions of this chapter, and shall control storm water runoff so as to prevent any likelihood of adversely affecting human health or the environment. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation. Documentation	Engineering Department	Prior to the issuance of grading permits	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
on the effectiveness of BMPs implemented to reduce the discharge of pollutants to the MS4 shall be required when requested by the City Engineer.			
PPP 3.10-2 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section B (2),* any person performing construction work in the city shall be regulated by the State Water Resources Control Board in a manner pursuant to and consistent with applicable requirements contained in the General Permit No. CAS000002, State Water Resources Control Board Order Number 2009-0009-DWQ. The city may notify the State Board of any person performing construction work that has a non-compliant construction site per the General Permit.	Engineering Department	Prior to the issuance of grading permits and during construction	
PPP 3.10-3 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section C*, new development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation. Documentation on the effectiveness of BMPs implemented to reduce the discharge of pollutants to the MS4 shall be required when requested by the City Engineer. The BMPs may include, but are not limited to, the following and may, among other things, require new developments or redevelopments to do any of the following: (1) Increase permeable areas by leaving highly porous soil and low lying area undisturbed by: (a) Incorporating landscaping, green roofs and open space into the project design; (b) Using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways; and	Engineering Department	Prior to the issuance of grading permits and during operation	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
(c) Incorporating detention ponds and infiltration pits into the project design. (2) Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and French drains by: (a) Installing rain-gutters oriented towards permeable areas; (b) Modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and (c) Designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas. (3) Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release. (4) Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.			
PPP 3.10-4 As required by Municipal Code Chapter 6.05.050, *Storm Water/Urban Runoff Management and Discharge Controls*, *Section E*, any person or entity that owns or operates a commercial and/or industrial facility(s) shall comply with the provisions of this chapter. All such facilities shall be subject to a regular program of inspection as required by this chapter, any NPDES permit issued by the State Water Resource Control Board, Santa Ana Regional Water Quality Control Board, Porter-Cologne Water Quality Control Act (Wat). Code Section 13000 et seq.), Title 33 U.S.C. Section 1251 et seq. (Clean Water Act), any applicable state or federal regulations promulgated thereto, and any related administrative orders or permits issued in connection therewith.	Engineering Department	During operation	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
NOISE			
PPP 3.13-1 As required by Municipal Code Section 11.05.020 (9), private construction projects located within one-quarter (¼) of a mile from an inhabited dwelling shall not perform construction between the hours of six (6:00) p.m. and six (6:00) a.m. during the months of June through September and between the hours of six (6:00) p.m. and seven (7:00) a.m. during the months of October through May.	Building & Safety Department	Prior to the issuance of a building permit	
PPP 3.13-2 As required by Jurupa Valley Municipal Code Section 11.05.040, no person shall create any sound, or allow the creation of any sound, on any property that causes the exterior sound level on any other occupied property to exceed the sound level standards set forth in Table 1 of this section or that violates the special sound source standards set forth in Section 11.05. 060.	Building & Safety Department	During operation	
Mitigation Measure NOI-1-Construction Noise Mitigation Plan. Prior to the issuance of a grading permit for Conditional Use Permit No. 18011, the developer is required to submit a construction-related noise mitigation plan to the City of Jurupa Valley Planning Department for review and approval. The plan must depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of this project. In addition, the plan shall require that the following notes are included on grading plans and building plans. Project contractors shall be required to ensure compliance with the notes and permit periodic inspection of the construction site by City of Jurupa Valley staff or its designee to confirm compliance. These notes also shall be specified in bid documents issued to prospective construction contractors. "a) Haul truck deliveries shall be limited to between the hours of 6:00am to 6:00pm during the months of June through September and 7:00am to 6:00pm during the months of October through May. b) Construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards.	Planning Department	Prior to the issuance of a grading permit	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
c) All stationary construction equipment shall be placed in such a manner so that emitted noise is directed away from any sensitive receptors adjacent to the Project site. d) Construction equipment staging areas shall be located the greatest distance between the staging area and the nearest sensitive receptors."			
PUBLIC SERVICES			
PPP 3.15-1 The Project applicant shall comply with all applicable Riverside County Fire Department codes, ordinances, and standard conditions regarding fire prevention and suppression measures relating to water improvement plans, fire hydrants, automatic fire extinguishing systems, fire access, access gates, combustible construction, water availability, and fire sprinkler systems.	Fire Department	Prior to issuance of a building permit or occupancy permit	
PPP 3.15-2 As required by Municipal Code Chapter 3.75, the Project is required to pay Development Impact Fees that the City can use to improve public facilities and/or, to offset the incremental increase in the demand for public services that would be created by the Project.	Building & Safety Department Planning Department	Per Municipal Code Chapter 3.75	
PPP 3.15-3 Prior to the issuance of any building permit, the Project Applicant shall pay required development impact fees to the Jurupa Unified School District following protocol for impact fee collection.	Building & Safety Department	Prior to the issuance of building permits	
PPP 3.15-4 Prior to the issuance of any building permit, the Project Applicant shall pay required Park Development Impact Fees to the Jurupa Area Recreation and Park District pursuant to District Ordinance No. 01-2007 and 02-2008.	Building & Safety Department	Prior to the issuance of building permits	
TRANSPORTATION			
PPP 3.17-1 Prior to the issuance of any building permit, the Project Proponent shall make required per-unit fee payments associated with the Western Riverside County Transportation Uniform Mitigation Fees (TUMF), and the City	Building & Safety Department Planning Department	Prior to the issuance of building permits	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
of Jurupa Valley Development Impact Fees (DIF's).			
PPP 3.17-2 As required by Municipal Code Chapter 3.75, the Project is required to pay Development Impact Fees to assist the City in providing revenue that the City can use to fund transportation improvements such as roads, bridges, major improvements and traffic signals.	Building & Safety Department Planning Department	Prior to the issuance of building permits	
TRIBAL CULTURAL RESOURCES			
<u>Mitigation Measure TCR-1: Native American Monitoring, Treatment of Discoveries, and Disposition of Discoveries</u>. **MONITORING:** Prior to the issuance of a grading permit, the applicant shall contact the Soboba Band Luiseño Indians The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement(s). A copy of the agreement shall be provided to the City of Jurupa Valley Planning Department prior to the issuance of a grading permit. **TREATMENT OF DISCOVERIES:** If a significant tribal cultural resource is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). A representative of the Soboba Band Luiseño Indians the Project Proponent, and the City of Jurupa Valley Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented to protect the identified tribal cultural resources from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the tribal cultural resources in accordance with current professional archaeology standards. The treatment plan shall require monitoring by the Soboba Band Luiseño Indians during data recovery and shall require that all recovered artifacts undergo basic field analysis and	Planning Department Engineering Department	Prior to the issuance of a grading permit and during grading	

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
documentation or laboratory analysis, whichever is appropriate. At the completion of the basic field analysis and documentation or laboratory analysis, any recovered tribal cultural resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City of Jurupa Valley. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department, the Eastern Information Center, and the appropriate Native American Tribe. **DISPOSITION OF DISCOVERIES:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this project. The following procedures will be carried out for treatment and disposition of the discoveries: a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to tribal cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Jurupa Valley Planning Department with evidence of same: b) A fully executed reburial agreement with the appropriate culturally affiliated Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed. c) A curation agreement with an appropriate qualified repository within Riverside County that meets the Secretary of the Interior standards and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.			

MITIGATION MEASURE (MM) PLANS, POLICIES, OR PROGRAMS (PPP) PROJECT DESIGN FEATURES (PDF)	RESPONSIBILITY FOR IMPLEMENTATION	TIME FRAME/MILESTONE	VERIFIED BY:
d) If more than one Native American Group is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default. d) Should reburial of collected cultural items be preferred, it shall not occur until after the Phase IV monitoring report has been submitted to the City of Jurupa Valley Planning Department. Should curation be preferred, the developer/permit applicant is responsible for all costs and the repository and curation method shall be described in the Phase IV monitoring report.			
UTILITY AND SERVICE SYSTEMS			
PPP 3.19-1 The Project shall comply with Section 4.408 of the 2013 California Green Building Code Standards, which requires new development projects to submit and implement a construction waste management plan in order to reduce the amount of construction waste transported to landfills. Prior to the issuance of building permits, the City of Jurupa Valley shall confirm that a sufficient plan has been submitted, and prior to final building inspections, the City of Jurupa shall review and verify the Contractor's documentation that confirms the volumes and types of wastes that were diverted from landfill disposal, in accordance with the approved construction waste management plan.	Building & Safety Department	Prior to the issuance of building permits	

EXHIBIT B OF ATTACHMENT 1

Recommended Conditions of Approval

EXHIBIT B

PLANNING DEPARTMENT

1. **PROJECT PERMITTED.** MA18239 (CUP18011) is an approval of the following:
   - **a.** Establishment of a trucking operation with ancillary use for minor repairs to the company's fleet of trucks.
   - **b.** Construction of a 15,000 square-foot industrial building with other site improvements such as parking area, landscaping, and lighting on a 3.68-acre site. The property is located on Rubidoux Boulevard, north of 28th Street (APN: 178-222-010)
2. **INDEMNIFY CITY.** The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (ii) of the first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.
3. **CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Planning Director or designee.

4. **MITIGATION MEASURES.** This project shall be subject to, and comply with, all of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted by the Planning Commission Resolution No. 2020-04-08-02 in connection with the adoption of the Mitigated Negative Declaration prepared for the project.

5. **FEES.** The approval of MA18239 (CUP18011) shall not become effective until all planning fees associated with the entitlements have been paid in full.

6. **CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans dated 1-27-20 (listed below) with any changes in accordance to these conditions of approval:

    - Architectural Plans
    - Conceptual Grading Plans
    - Conceptual Landscape Plans

7. **INCORPORATE CONDITIONS. Prior to the issuance of any building permit,** the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.

8. **APPROVAL PERIOD – CONDITIONAL USE PERMIT.** This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By "use", it shall mean the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two (2) year period, the permittee may request up to one (1) year of extension of time in which to begin substantial construction or use of this permit. Should the extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, it shall become null and void.

9. **HOURS OF OPERATION.** Hours of operation shall be limited to between 6:30 am and 6:00 pm during Monday through Friday.

10. **OUTDOOR STORAGE.** Outdoor storage is only limited to the parking of trucks and trailers associated with this approved use.

11. **LANDSCAPE MAINTENANCE.** All landscaped areas shall be maintained as approved on the final landscape plans in an orderly, attractive and healthy condition. This shall include proper pruning, mowing of turf areas, weeding, removal of litter, fertilization, replacement of plants when necessary, and the regular application of appropriate quantities of water to all landscaped areas. Irrigation systems shall be maintained as approved on the final landscape plans in proper operating condition. Waterline breaks, head/emitter ruptures, overspray or runoff conditions and other irrigation system failures shall be repaired

immediately. The applicant shall maintain canopy trees in a manner that they provide the required shade coverage and encourages the canopy to grow to provide shade. Avoid topping trees or pruning the trees in a manner that the trees do not achieve mature height and form.

12. **ON-SITE LANDSCAPING.** The following items shall be approved by the Planning Director **prior to the issuance of a Building permit**:

- **a.** Complete Professional Services ("PROS") application (Planning) for the review of the final landscape, irrigation, and shading plans.
- **b.** Initial deposit for PROS application.
- **c.** The total cost estimate of landscaping, irrigation, and one-year of maintenance.
- **d.** Completed City Faithful Performance Bond for Landscape Improvements form with original signatures after the City provides the applicant with the required amount of bond.
- **e.** Completed City Landscape Agreement with original signatures after the City has reviewed the submitted cost estimate.
- **f.** Final landscape, maintenance, planting, and irrigation plans and digital copies which shall:
  - i. Demonstrate compliance to the applicable provisions of the Jurupa Valley Municipal Code; and
  - ii. Conformance to the approved Conceptual Plan with the following modifications:
    - Perimeter Walls. Provide additional, closely spaced self-clinging vines, to be planted and trained, to all freestanding wall surfaces not to exceed 15 feet on center.
    - Additional Tree Screening. The applicant shall add additional, and modify trees to the following specifications, to provide additional screening of the property:
      - Five (5) additional 15-gallon Desert Willow trees along the south property line at 25 feet on center, between the proposed building and the fifteen (15) tractor spaces.
      - All seventeen (17) trees that required to be planted at the project frontage at Rubidoux Boulevard and west side of the building shall be 24-inch box trees, to screen the building from the street.
      - The sixteen (16) shrubby yew podocarpus to the south of the proposed building shall be 15-gallon, instead of 5-gallon.

Prior to the issuance of the Certificate of Occupancy for MA18239 (CUP18011), the following events shall be satisfied in the order it is listed:

i. **Substantial Conformance Letter:** The Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley Planning Department once the landscape architect has deemed the installation is in conformance to the approved plans.

ii. **City Inspection:** The City landscape architect shall conduct an inspection of the installation to confirm the landscape and irrigation plan was constructed in accordance to the approved plans.

13. OUTDOOR LIGHTING. All outdoor lighting fixtures shall be maintained in good condition. Light fixtures shall be shielded to prevent any light to flood onto adjacent properties.

14. REVIEW OF PHOTOMETRIC PLANS. A Photometric Plan and exhibits of lighting fixtures shall be approved by the Planning Director **prior to the issuance of a building permit**. Lighting shall not flood onto any adjoining properties. Light fixtures shall direct light only onto Project site.

15. TRASH ENCLOSURE.

a. A detailed plan for the trash enclosure shall be approved by the Planning Director **prior to the issuance of a Building permit**.

b. A clearance letter from the waste management provider shall be submitted to the Planning Department.

16. SIGNS. Signage shall be designed to be architecturally compatible with the overall project.

17. GRAFFITI PREVENTION AND MAINTENANCE.

a. Prior to the issuance of any building permit, the applicant shall submit a separate wall and fence plan to the Planning Department for review and approval. In addition, the plans shall indicate any proposed perimeter walls and exterior of building walls shall have anti-graffiti coatings to half the height of the structure or 12 feet, whichever is more, for review and approval.

b. The applicant shall remove any graffiti on the property as soon as possible. In addition, if the applicant is notified by the City, the applicant shall remove the graffiti within 7 days of the City's notice.

18. MAINTENANCE OF PROPERTY. The applicant shall maintain the property free of debris, weeds, abandoned vehicles, code violations, and any other factor or condition that may contribute to potential blight or crime.

19. **ROOFTOP EQUIPMENT.** All rooftop equipment shall be screened from public view with architectural features consistent with the building design and approved by the Planning Director.

20. **JURUPA AREA RECREATION AND PARK DISTRICT. Prior to the issuance of any building permit**, the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.

21. **IMPACT FEES.** The applicant shall the pay the following impact fees (unless exempt) in accordance to Title 3 of the Municipal Code:

    a. **Development Impact Fee (DIF) Program**. The applicant shall pay any owed DIFs by the required deadline pursuant to Chapter 3.75 of the Jurupa Valley Municipal Code.

    b. **Multiple Species Habitat Conservation Plan Mitigation (MSHCP) Fee.** The applicant shall pay any owed MSHCP fees by the required deadline pursuant to Chapter 3.80 of the Municipal Code.

    c. **Transportation Uniform Mitigation Fee (TUMF) Program**. The applicant shall pay any owed TUMFs by the required deadline pursuant to Chapter 3.70 of the Municipal Code.

ENGINEERING CONDITIONS

1. **GENERAL REQUIREMENTS**

1.1. The use hereby conditioned is for a Conditional Use Permit (CUP 18011) of a concrete tilt-up building for truck repair and dispatch services at the property located east of Rubidoux Avenue, between 26th Street and 28th Street, identified as Assessor Parcel Number 178-222-010. Exhibits titled JNB Transport, LLC. Site Plan, prepared by Van Dam Engineering, dated 01/22/2020, and conceptual Grading Plans for Havana International, prepared by Land Development Design Company, LLC., dated 10/07/2019; are hereby referenced.

1.2. It is assumed that any easements shown on the referenced exhibit are shown correctly and include all the easements that encumber the subject property. The Applicant shall secure approval from all (if any) easement holders for all grading and improvements which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no affect. Should such approvals or alternate action regarding the easements not be provided, the Applicant may be required to amend or revise the permit.

1.3. All stormwater and water quality management post-construction facilities and features (BMPs) will require maintenance by a public agency or–Property Owner's Association (HOA/POA). To ensure that the general public is not unduly burdened with future costs, the Applicant shall develop a community facilities assessment district or other appropriate financing mechanism (i.e. CC&Rs, POA) to provide for maintenance of water quality treatment BMPs in perpetuity subject to the approval of the City Engineer.

1.4. All utility extensions within the subdivision and within the development shall be placed underground.
1.5. The project shall be annexed to Jurupa Valley L&LMD 89-1-C for street lighting and maintenance of landscape/irrigation within the public right-of- way unless provided by the a different public agency.

2. PRIOR TO GRADING PERMIT

2.1. No grading permit, including mass, rough, and/or precise, shall be issued until the associated Planning application and pertinent permits are approved and in effect.
2.2. All grading shall conform to the California Building Code, as adopted by the City of Jurupa Valley, the City's Municipal Code Title 8, and all other relevant laws, rules, and regulations governing grading in the city of Jurupa Valley. Grading shall be performed in accordance with the recommendations of the geotechnical report. Plans shall be approved by the city engineer and securities shall be in place prior to permit issuance.
2.2.1. Prior to approval of the precise grading plan, the Applicant shall submit a project specific geotechnical report for review and approval of the Engineering department. The final geotechnical report should address comments provided during the entitlement review of the preliminary geotechnical report.
2.3. Prior to approval of the precise grading plan, the Applicant shall prepare a detailed flood hazard/hydrology and hydraulics report for review and approval of the city engineer.
2.4. A hauling permit may be required for this project for the import/export of material using city streets, the review and approval of the haul route by the Engineering Department will be required. Where grading involves import or export the Applicant shall obtain approval for the import/export location, from the Engineering Department if located in the City. All materials for import/export shall be approved in accordance with Title 8 of the City of Jurupa Valley Code of Ordinances. If import/export location is outside of the City, the Applicant shall provide evidence that the jurisdictional agency has provided all necessary approvals for import/export to/from the site.
2.5. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the city engineer. All drainage easements shall be shown on the final parcel map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed".
2.6. It shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the tentative map exhibit.
2.7. Temporary erosion control measures shall be implemented immediately following rough/mass grading to prevent transport and deposition of debris onto downstream properties, public rights-of-way, or other drainage

facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.

2.8. If grading is required offsite, the Applicant shall obtain written permission from the property owner(s) to grade as necessary and provide a copy to the Engineering Department.

2.9. It is assumed that the conceptual grading and the provisions for water quality management shown on the tentative map exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP) without substantial change. Prior to approval of the precise grading plan, the Applicant shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for approval of the city engineer.

2.10. Prior to approval of the grading plan for disturbance of one or more acres the Applicant shall provide evidence that it has prepared and submitted to the State Water Resources Control Board (SWRCB) a Storm Water Pollution Prevention Plan (SWPPP) and that SWRCB issued a WDID number which shall be included on the face of the grading plan.

2.11. Precise grading plans shall show all existing and proposed improvements and be consistent with the approved site plan and conditions of approval.

2.12. Site entrance shall allow for vehicles/trucks stacking to enter the site. Gate setback shall be based on required number of parking spaces: less than 60 parking spaces require 20 feet of setback.

2.13. The Applicant shall provide plans for approval of the city engineer for all public improvements on Rubidoux Boulevard for review and approval of the City Engineer. Improvements generally include:

a) Dedication of right-of-way to provide for half ultimate right-of-way width of 59 feet.
b) Applicant is responsible for constructing and/or installing the following geometrics 12-foot wide painted median, two northbound lanes, two south bound lanes, striped median on Rubidoux Boulevard following improvements required for development north of site (Stronghold Engineering) and continuing to the intersection at 28th Street, curb and gutter, 6-foot sidewalk and landscape within a 21-foot parkway.
c) Design shall include tapering of curb to join existing infrastructure adjacent to the project site.
d) Streetlights are required along Rubidoux Boulevard.
e) Separate landscape plans for landscape and irrigation within the public right-of-way is required.

2.14. Applicant is required to annex into Jurupa Valley Landscape & Lighting Maintenance District 89-1-C for maintenance of the landscape parkway improvements. The Applicant shall submit landscape and irrigation plans for review and approval of the City Engineer.

2.14.1. The annexation shall be in a manner approved by the City Engineer and City Attorney.

2.14.2. For landscaping within public road rights-of-way separate landscape and irrigation plans shall be prepared for approval of the City Engineer. The improvements shall comply with the City's Submittal Guideline and Riverside County Ordinance 461, and Riverside County Ordinance 859, as adopted by the City.

2.14.3. Landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public rights-of-way.

2.14.4. Applicant shall prepare Landscape and Irrigation plans for annexation. Plans shall be prepared per Riverside County Ordinance 859 and per the City's submittal guidelines and package.

2.15. Improvements to be included in the annexed zone include, but are not limited to, the maintenance of the following:

a) Parkway landscape maintenance;
b) Parkway tree trimming;
c) Streetlight maintenance (if not by different public agency).

3. PRIOR TO ISSUANCE OF BUILDING PERMIT

3.1. Rough grading must be completed as shown on the approved grading plans.

3.2. The Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this project and a licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.

3.3. The Applicant shall prepare a precise grading plan for each of the lots. The precise grading plan shall be approved by the city engineer and securities in place.

3.4. The required water system, including fire hydrants, shall be installed and accepted by the appropriate service district prior to combustible materials being stored on site. All utility extensions within the subdivision shall be placed underground unless otherwise specified or allowed by these Conditions of Approval.

4. PRIOR TO BUILDING PERMIT FINAL INSPECTION

4.1. The Applicant is responsible for the completion of all grading and improvements for each parcel for which plans are required and shall comply with all requirements within public and private road rights-of-way shown on those Plans. Prior to building permit and on a per parcel basis, the applicant shall work with the City Engineer to identify improvements requiring completion to obtain Engineering Department clearance. Generally, improvements serving the parcel, circulation and safety essential public right-of-way improvements, and/or improvements providing direct benefit to a parcel for which building permit final inspection is requested shall be completed, unless otherwise approved by the City Engineer.

4.2. Prior to completion and acceptance of improvements or prior to the final building inspection for each building, whichever occurs first, assurance of maintenance is required by completing annexation to Jurupa Valley L&LMD 89-1C for landscaping and irrigation, and streetlights unless otherwise maintained by a

different public agency. In case another public agency will be maintaining the improvements, prove of the annexation and completion of the process will be required to be submitted to the Engineering department.

4.3. Applicant shall ensure that all streetlights within the public right of way, required from this project, are energized.

The Applicant hereby agrees that these Conditions of Approval are valid and lawful and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.

Applicant's name (Print Form): _____

Applicant's name (Signature): _____

Date: _____

ATTACHMENT NO. 2

Plans (Architectural, Conceptual Grading,
& Landscape)

JNB TRANSPORT, LLC.
JURUPA VALLEY, CA

PROJECT TEAM

OWNER
JORGE L. BLANCO and
HAVANA INVESTMENT GROUP, LLC
17130 VAN BUREN BLVD. #419
RIVERSIDE, CA 92504
ATTN.: DAVER RODRIGUEZ

APPLICANT
JNB TRANSPORT, LLC and
HAVANA INVESTMENT GROUP, LLC
17130 VAN BUREN BLVD. #419
RIVERSIDE, CA 92504
ATTN.: DAVER RODRIGUEZ

GENERAL CONTRACTOR/PREPARER
LORD CONSTRUCTORS
1920 WEST 11th STREET
UPLAND, CA 91786
PHONE: (909) 946-6729
FAX: (909) 946-3626

ENGINEER OF RECORD
JEFFERY C. VAN DAM
1844 W. ELEVENTH STREET
UPLAND, CA 91786
PHONE: 909-931-5070
FAX: 909-931-5072

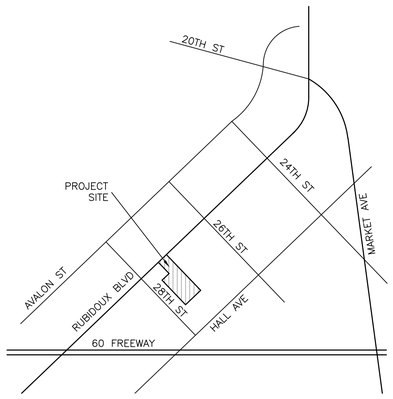
SOILS ENGINEER
ROGER A. SHERVINGTON, P.E., INC.
332 EAST RADCLIFFE DRIVE
CLAREMONT, CA 91711
TEL: (909) 947-7588

BUILDING CODES

THE GOVERNING CODES FOR THIS PROJECT W/ LOCAL AMENDMENTS ARE THE:

2016 CALIFORNIA BUILDING CODE (CBC)
2016 CALIFORNIA ELECTRICAL CODE (CEC)
2016 CALIFORNIA ENERGY CODE (T 24-6)
2016 CALIFORNIA MECHANICAL CODE (CMC)
2016 CALIFORNIA PLUMBING CODE (CPC)
2016 CALIFORNIA FIRE CODE (CFC)
2016 CALIFORNIA GREEN BUILDING CODE (CGBC)
JURUPA VALLEY MUNICIPAL CODE

VICINITY MAP



VICINITY MAP

BUILDING CODE DATA

OCCUPANCY		B,F-1
NO. OF STORIES	(@ OFFICE)	2
	(@ SERVICE AREA)	1
TYPE OF CONSTRUCTION		IIB
SPRINKLERS		YES
SERVICE AREA		13,500 SF
1st FLOOR OFFICE AREA		1,500 SF
2nd FLOOR OFFICE AREA		1,500 SF
ZONING		M-SC

LEGAL DESCRIPTION

APN: 178-222-010

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY O RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 4 IN BLOCK 26 OF WEST RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT, SAID POINT BEING THE INTERSECTION OF THE NORTHEASTERLY LINE OF SECOND STREET WITH THE SOUTHESTERLY LINE OF "B" STREET AS SHOWN ON SAID MAP.

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF STREET 313.5 FEET FOR THE PONIT OF BEGINNING.

THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID SECOND STREET, 173 FEET;

THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID "B" STREET 166 FEET;

THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID SECOND STREET TO THE SOUTHEASTERLY LINE OF SAID LOT;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 255.75 FEET, MORE OR LESS TO THE MOST SOUTHERLY CORNER OF THE NORTHEASTERLY RECTANGLULAR 362.75 FEET OR SAID LOT;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY RECTANGULAR 362.75 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID "B" STREET;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF "B" STREET, 89.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THE NORTHWSTERLY RECTANGULAR 11 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JULY 30, 1962 AS INSTRUMENT NO. 71108, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

NOTES

CONTRACTOR RESPONSIBILITY:
EACH CONTRACTOR OR SUB-CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF THE WIND AND/OR SEISMIC RESISTING SYSTEM THAT IS LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER [PRIOR TO THE COMMENCEMENT OF WORK REQUIRING SPECIAL INSPECTION. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGEMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS.

SEPARATE SUBMITTALS

1. Fire Sprinkler Submittal
2. Grading Submittal
3. Landscape Submittal

SCOPE OF WORK

NEW CONSTRUCTION ON A 3.8 ACRE SITE OF A CONCRETE TILT-UP OFFICE AND SERVICE BUILDING (15,000 S.F.). 1,500 S.F. 1ST FLOOR OFFICE, 1,500 S.F. 2ND FLOOR OFFICE WITH A 13,500 S.F. SHOP AREA. SITE WORK SHALL INCLUDE GRADING, PAVING, LANDSCAPE, PARKING, SITE WALLS, WROUGHT IRON FENCING, TRASH ENCLOSURE, ETC.

SITE

A0.1 Site Plan
A0.1a Site Fence Plan
E2.1 Site Photometric

GRADING

1of6 Preliminary Grading Plan
2of6 Grading Plan Details
3of6 Precise Grading Plan
4of6 Horizontal Control Plan
5of6 Horizontal Control Plan
6of6 Erosion Control Plan

LANDSACPE

L.1 Conceptual Construction Plan
L.2 Conceptual Planting Plan
L.3 Conceptual Shading Plan
L.4 Color Landscape Plan

SITE DETAILS

A0.2 Site Details
A0.3 Site Details
A0.4 Fencing/Wall Details

ARCHITECTURAL

A1.1 Overall Floor Plan
A2.1 Office Floor Plans
A3.1 Elevations
A3.2 Color Elevations

MA18239 (CUP18011)

REVISIONS

DESIGN-BUILD DRAWING SET IS THE PROPERTY OF LORD CONSTRUCTORS FOR THE SOLE PURPOSE OF THE CONSTRUCTION BY LORD CONSTRUCTORS, INC.

LORD CONSTRUCTORS, INC.
1920 West Eleventh Street
Upland, California 91786

SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT, IN THE DOCUMENT INCLUDING REPRESENTED DESIGNS AND SPECIFICATIONS.

Van Dam Engineering
P.O. BOX 1769
Upland, California 91785

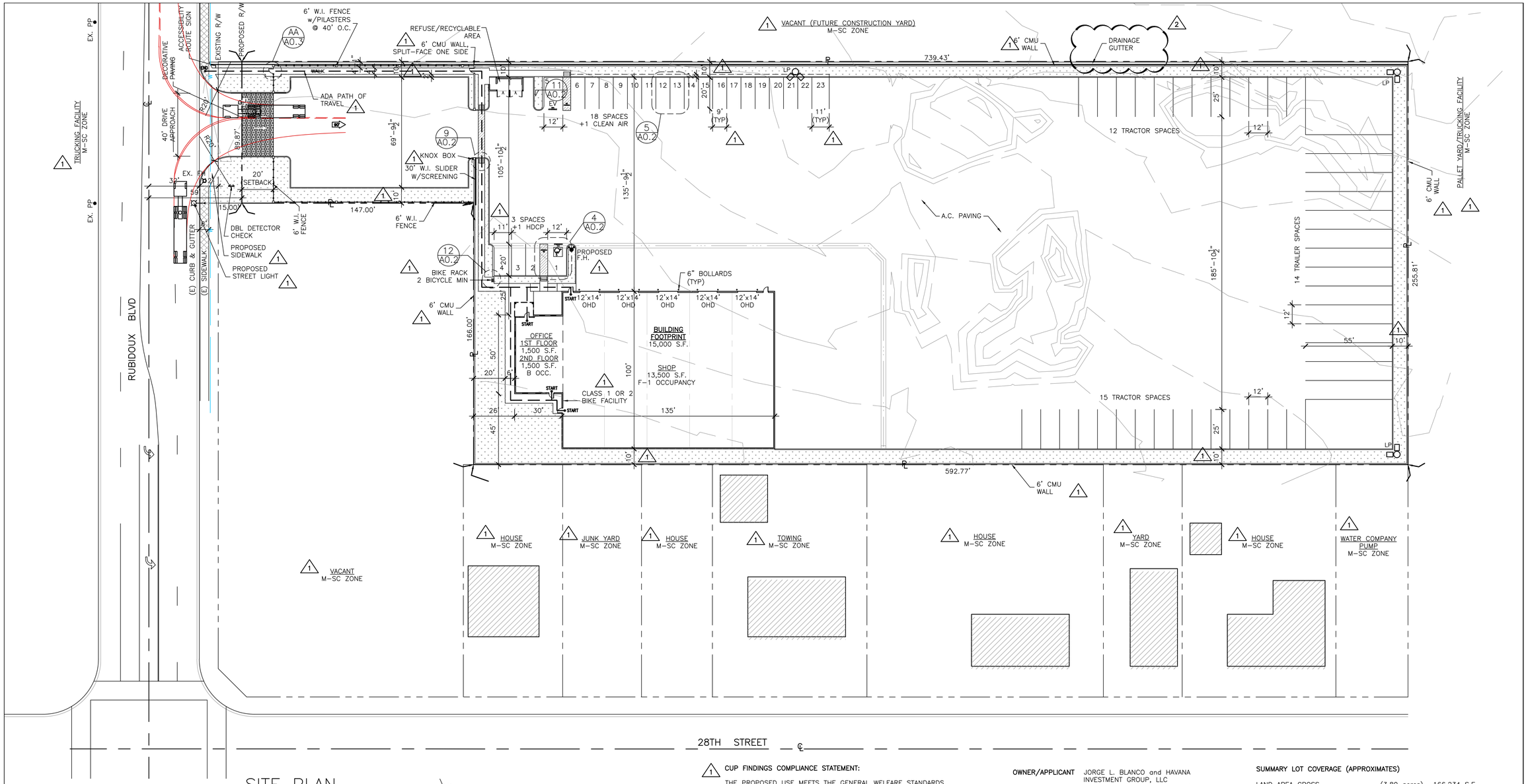
SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT, IN THE DOCUMENT INCLUDING REPRESENTED DESIGNS AND SPECIFICATIONS.

DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

DRAWING TITLE:
TITLE SHEET

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-2021
CIVIL
STATE OF CALIFORNIA

Date: 1/22/20
Drawn By: DH
Job: DAVER RODRIGUEZ
Job No.: L-868 ABC-
Sheet: TS
of Sheets



SITE PLAN

SCALE: 1" = 30'

LEGEND

FH	PROPOSED FIRE HYDRANT
FH	EXISTING FIRE HYDRANT
PP	EXISTING POWER POLES
LP	LIGHT POLES
WP	WALL PACK
PL	PROPERTY LINE
℄	CENTER LINE
C.L.	CHAIN LINK
W.I.	WROUGHT IRON
HP	HIGH POINT
—S—	SEWER LINE
—W—	WATER LINE
	PARCEL LINE
	EXISTING SIDEWALK
	LANDSCAPE
	CONCRETE PAVING

NOTE:

1. NO HAZARDOUS / HIGH PILE / COMBUSTIBLE MATERIALS STORED
2. KNOX BOX WILL BE INSTALLED AT ALL GATES
3. NO ROOF TOP EQUIPMENT PROPOSED
4. PROVIDE CLASS ONE OR CLASS 2 BICYCLE FACILITY.
5. STALLS FACING LANDSCAPED PLANTER AREA WITH NO WHEEL STOPS SHALL BE MINIMUM 20 FEET IN LENGTH.
6. NO SCALE, FUELING OR WASH AREA FACILITIES IN THE SCOPE OF WORK.

WATER JURUPA COMMUNITY SERVICES DISTRICT
11201 HARREL STREET
JURUPA VALLEY, CA 91752
951-685-7434

ELECTRIC SOUTHERN CALIFORNIA EDISON
P.O. BOX 788
RIALTO, CA 92376
(909) 875-6420

GAS SO. CAL GAS
16231 VALLEY BLVD
FONTANA, CA 92335
MARIA AYALA
(909) 428-8407

TELEPHONE PACIFIC TELEPHONE CO.
3939 E. CORONADO
ANAHEIM, CA. 92807
(714) 666-5509

CABLE T.V. NO SERVICE

SCHOOL DISTRICT JURUPA UNIFIED SCHOOL DISTRICT
4850 PEDLEY ROAD
RIVERSIDE, CA 92509
PHONE: 951-360-4100

SEWER RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 RUBIDOUX BLVD
RUBIDOUX, CA 92519
PHONE: 951-684-7580
FAX: 951-369-4061

CUP FINDINGS COMPLIANCE STATEMENT:

THE PROPOSED USE MEETS THE GENERAL WELFARE STANDARDS ARTICULATED IN SECTION 9.240.280 (4) AND MEETS ALL THE ADDITIONAL FINDINGS:

A) THE PROPOSED USE WILL NOT ADVERSELY AFFECT ANY RESIDENTIAL NEIGHBORHOOD OR PROPERTY IN REGARDS TO AESTEHTICS, SOLAR ACCESS, PRIVACY, NOISE, FUMES, ODORS OR LIGHTS. THE PROPOSED USE IS A HANDSOME 27'-0" HIGH CONCRETE TILT-UP BUILDING PAINTED IN NEUTRAL COLORS. THE PROPOSED HEIGHT (27'-0") SHOULD NOT AFFECT SOLAR ACCESS. 6'-0" HIGH CMU LANDSCAPE WALLS AND 10'-0" LANDSCAPED SETBACKS SHOULD PROVIDE THE REQUIRED PRIVACY. WORK IS EXPECTED TO BE DONE INSIDE THE NEW BUILDING WITH REGULAR BUSINESS HOURS OF OPERATION. NO FUMES OR ODORS ARE EXPECTED BASED ON THE MECHANICAL NATURE OF THE PROPOSED USE. YARD LIGHTS ARE KEPT TO A MINIMUM REQUIRED BY CODE AND WILL BE POINTED AWAY FROM THE NEIGHBORING BUILDINGS.

B) THE PROPOSED USE WILL NOT IMPACT TRAFFIC ON THE LOCAL OR COLLECTOR STREETS. PLEASE SEE PROVIDED "TRIP GENERATION MEMORANDUM" DATED FEBRUARY 14 PREPARED BY TAHER LASAI, TRANSPORTATION MANAGER OF LSA. THE MEMORANDUM STATES THAT " SINCE THE NUMBER OF TRIPS GENERATED BY THE PROPOSED PROJECT DURING BOTH A.M. AND P.M. PEAK HOURS IS LESS THAN 5-, A TIA WILL NOT BE REQUIRED BY THIS PROJECT"

C) NO SENSITIVE USES EXIST IN THE VICINITY OF OUR PROJECT. (IE CHURCHES, CHILD CARE, SCHOOLS, PARKS OR RECREATION FACILITIES)

D) THE PROPOSED USE DOES NOT POSE A HAZARD OR POTENTIAL TO SUBJECT OTHER PROPERTIES IN THE VICINITY TO POTENTIAL BLITHE OR CRIME. THE NEW FACILITY CLEARLY DEFINES AND PROTECTS ITS PROPERTY LINES WITH 6'-0" HIGH CMU WALLS AND ILLUMINATING NOT ONLY THE BUILDING BUT ALSO THE PARKING AND YARD WITH CODE REQUIRED LIGHTING. THE FACILITY WILL BE PROPERLY MAINTAINED, ENCLOSED AND MONITORED DURING AND AFTER BUSSINESS HOURS INCLUDING EVENINGS AND WEEKENDS. THE OWNER IS COMMITTED TO THE WELL BEING OF THE NEIGHBORHOOD AND CITY AT LARGE.

OWNER/APPLICANT JORGE L. BLANCO and HAVANA INVESTMENT GROUP, LLC
17130 VAN BUREN BLVD. #419
RIVERSIDE, CA 92504
ATTN.: DAVER RODRIGUEZ

REPRESENTATIVE LORD CONSTRUCTORS, INC.
1920 W. ELEVENTH STREET
UPLAND, CA 91786
PHONE: 909-946-6729
FAX: 909-946-3626

APN 178-222-010

PROJECT DESCRIPTION:

NEW CONSTRUCTION OF A CONCRETE TILT-UP OFFICE AND SERVICE BUILDING (15,000 S.F.). 1,500 S.F. 1ST FLOOR OFFICE, 1,500 S.F. 2ND FLOOR OFFICE WITH A 13,500 S.F. SHOP AREA.

THE USER IS EXPECTED TO SERVICE/REPAIR TRUCKS, NO DISPATCH OPERATIONS. THE 27 TRACTOR AND 13 TRAILER SPACES ARE EXPECTED TO BE USED AS STAGING FOR THE VEHICLES BEING SERVICED. NORMAL BUSINESS HOURS OF OPERATION (6AM - 6PM) AND 24 EMPLOYEES.

TENANT/USE DESCRIPTION:

JNB TRANSPORT LLC

MAINTENANCE AND OPERATION OF OVER THE ROAD TRUCKS. (I.E. TRUCKS ARE GONE FOR A WEEK AT A TIME.)

TYPICAL HOURS OF OPERATION	6AM - 6PM
DAILY EXPECTED GATE MOVEMENTS	5 (IN/OUT)
TOTAL NUMBER OF EMPLOYEES	24

SUMMARY LOT COVERAGE (APPROXIMATES)

LAND AREA GROSS	(3.80 acres)	166,234 S.F.	
LAND AREA NET	(3.77 acres)	164,886 S.F.	
BUILDING FOOTPRINT		15,000 S.F.	
F.A.R. (Based on Footprints)			9%
PAVING		127,098 S.F.	77%
LANDSCAPE AREA		22,460 S.F.	14%
BUILDING HEIGHT		27'-0"	

BUILDING CODE DATA (PROPOSED BUILDING)

OCCUPANCY		B,F-1
NO. OF STORIES	(@ OFFICE)	2
	(@ SERVICE AREA)	1
TYPE OF CONSTRUCTION		IIB
SPRINKLERS		YES
SHOP AREA		13,500 SF
1st FLOOR OFFICE AREA		1,500 SF
2nd FLOOR OFFICE AREA		1,500 SF
ZONING		M-SC

PARKING REQUIRED:

1/2 EMPLOYEES (24 EMPLOYEES)	12 SPACES
1/COMPANY VEHICLE (11 VEHICLES)	11 SPACES
TOTAL	23 SPACES

PARKING PROVIDED:

HANDICAP	1 SPACES
CLEAN VEHICLE	1 SPACES
STANDARD	21 SPACES
TOTAL	23 SPACES

TRACTOR/TRAILER PARKING PROVIDED:

TRACTOR	27 SPACES
TRAILER	14 SPACES

REVISIONS	
10/2/19	REVISION 1
1/22/20	REVISION 2

DESIGN-BUILD DRAWING SET IS THE PROPERTY OF LORD CONSTRUCTORS FOR THE SOLE PURPOSE OF THE CONSTRUCTION BY LORD CONSTRUCTORS, INC.

LORD CONSTRUCTORS, INC.
1920 West Eleventh Street
Upland, California 91786

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Upland, California 91785

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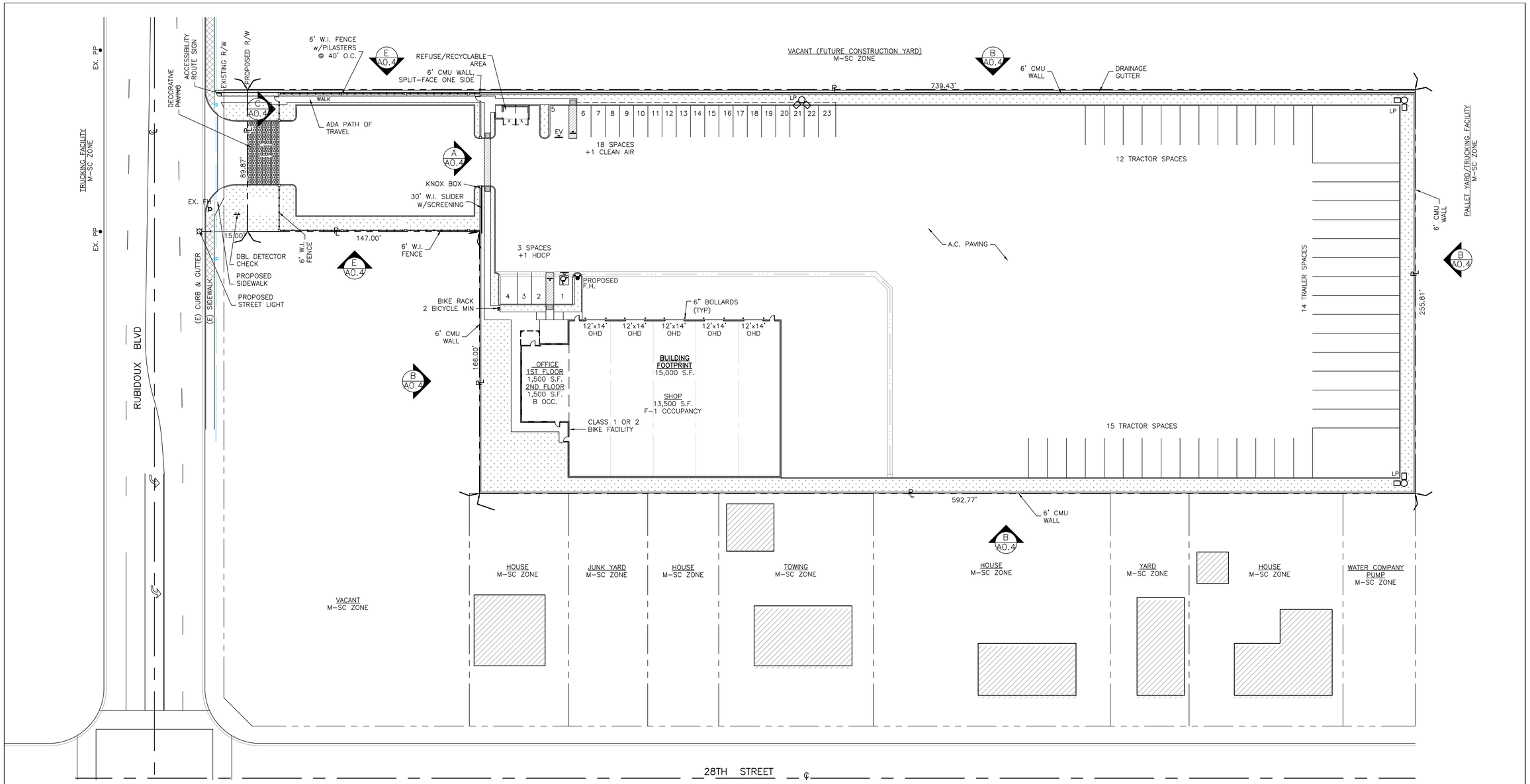
DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

DRAWING TITLE:
SITE PLAN
SCALE: 1" = 30'

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-2021
CIVIL
STATE OF CALIFORNIA

Date: 1/22/20
Drawn By: DH
Job: DAVER RODRIGUEZ
Job No.: L-868 ABC-
Sheet: A0.1
of Sheets



SITE FENCE PLAN

SCALE: 1" = 30'

LEGEND

FH	PROPOSED FIRE HYDRANT
FH	EXISTING FIRE HYDRANT
PP	EXISTING POWER POLES
LP	LIGHT POLES
WP	WALL PACK
PL	PROPERTY LINE
℄	CENTER LINE
C.L.	CHAIN LINK
W.I.	WROUGHT IRON
HP	HIGH POINT
—S—	SEWER LINE
—W—	WATER LINE
	PARCEL LINE
	EXISTING SIDEWALK
	LANDSCAPE
	CONCRETE PAVING

REVISIONS

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Upland, California 91785

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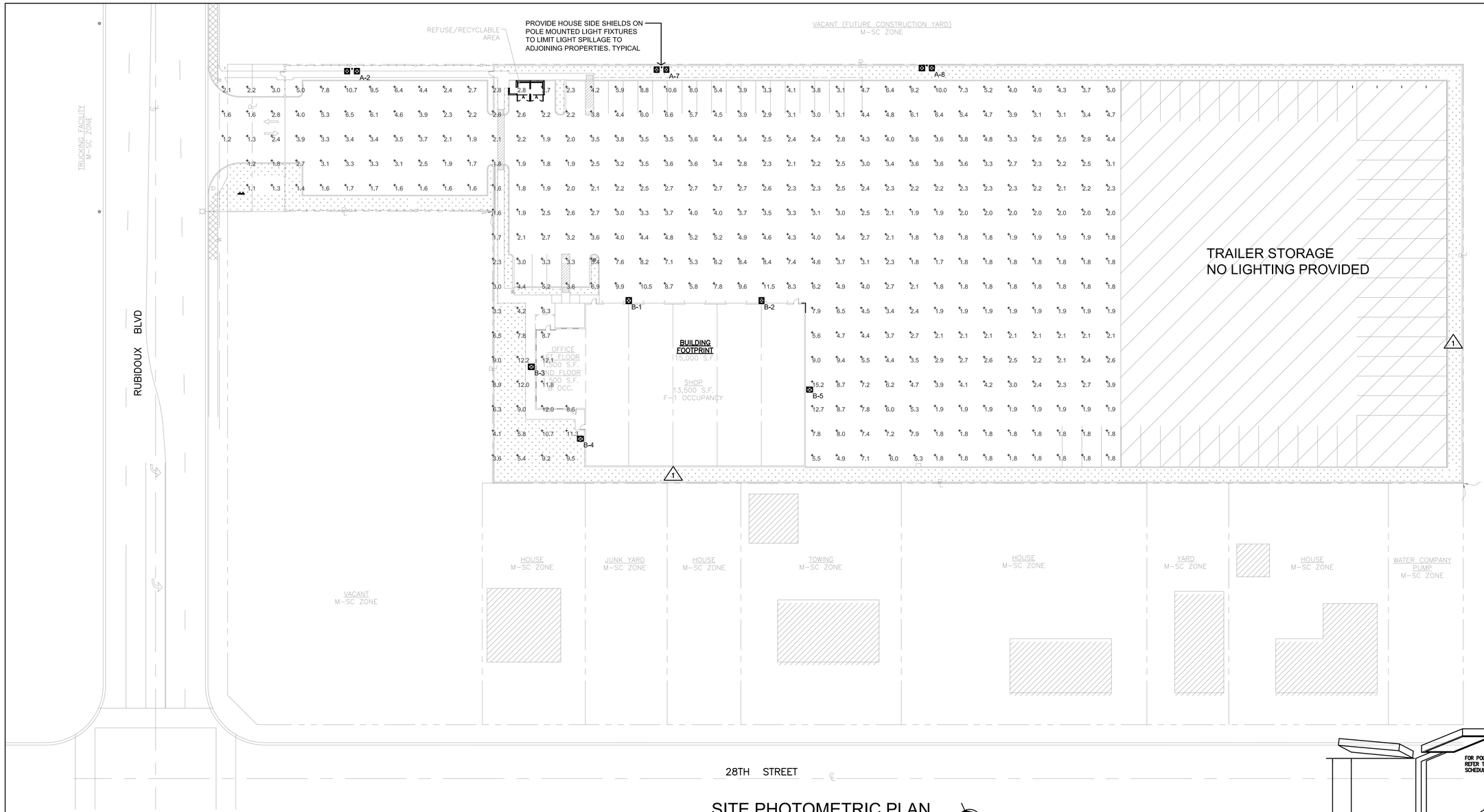
DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

DRAWING TITLE:
FENCE PLAN
SCALE: 1' = 30'

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-19
CIVIL
STATE OF CALIFORNIA

Date: 1/22/20
Drawn By: DH
Job: DAVER RODRIGUEZ
Job No.: L-868 ABC-
Sheet: A0.1a
of Sheets

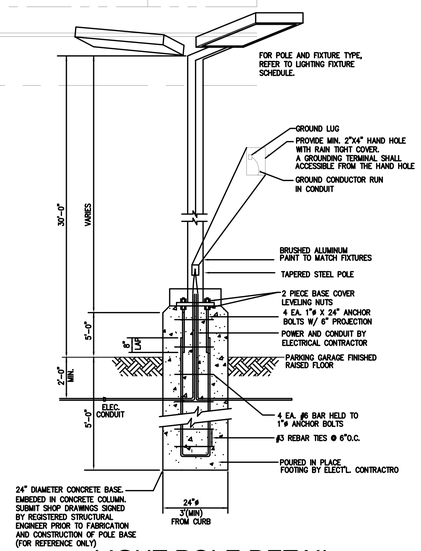


SITE PHOTOMETRIC PLAN

SCALE: 1" = 30'

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	A	3	Visionaire Lighting LLC	BLX-II-4-T4-128LC-10-3 @ 37.5' MOUNTING (35' POLE + 2.5' BASE)	37 in. L. X 17 in. W. X 5 in. H. LED LUMINAIRE		1	BLX-II_4_T4_128LC_10_3K.IES	44664	0.95	868
	B	5	Visionaire Lighting LLC	BLX-II-4-T4-128LC-10-3K @ 25' WALL MOUNT	37 in. L. X 17 in. W. X 5 in. H. LED LUMINAIRE		1	BLX-II_4_T4_128LC_10_3K.IES	44664	0.95	434

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
A	+	4.0 fc	15.2 fc	1.1 fc	13.8:1	3.6:1



LIGHT POLE DETAIL

SCALE: N.T.S

REVISIONS

1	12/2/19	REVISION 1
	01/24/20	REVISION 2

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Upland, California 91786

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DMI ENGINEERS
Electrical Consultants/ Engineers
41002 CHAMBORD DRIVE
LAKE ELSINORE, CA. 92532
Ph: (951) 277–9109

DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX AVENUE
JURUPA VALLEY, CA

DRAWING TITLE:
SITE PHOTOMETRIC PLAN

REGISTERED PROFESSIONAL ENGINEER
PRANAV D. PATEL
Lic. E16245
Exp. 12-31-20
ELECTRICAL
STATE OF CALIFORNIA

Date: 11/26/19
Drawn By: M.R
Job: DAVER RODRIGUEZ
Job No.: L–868 ABC–
Sheet: E-2.1
of 1 Sheets

CITY OF JURUPA VALLEY
CALIFORNIA
GRADING PLANS
FOR
HAVANA INTERNATIONAL

GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
2. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY DOES NOT AUTHORIZE THE SUBDIVIDER AND/OR OWNER TO VIOLATE ANY FEDERAL, STATE, COUNTY, OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
3. ALL GRADING SHALL CONFORM TO THE 2013 CALIFORNIA BUILDING CODE CHAPTER 17, 18, & APPENDIX J AS AMENDED BY ORDINANCE 457.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF JURUPA VALLEY MUST BE NOTIFIED, IN WRITING, AT LEAST THREE (3) DAYS PRIOR TO THE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
5. ALL PROPERTY CORNERS, GRADING BOUNDARIES AND ALL CONSERVATION AREAS/LEAST SENSITIVE AREA (LSA) DETERMINED BY THE ENVIRONMENTAL PROGRAMS DEPARTMENT (EPD) SHALL BE CLEARLY DELINEATED AND STAKED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
6. ALL WORK UNDER THIS PERMIT SHALL BE LIMITED TO WORK WITHIN THE PROPERTY LINES. ALL WORK WITHIN THE ROAD RIGHT-OF-WAY WILL REQUIRE SEPARATE PLANS AND A SEPARATE REVIEW-APPROVAL (PERMIT) FROM THE TRANSPORTATION DEPARTMENT.
7. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A SOILS ENGINEER IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE PRELIMINARY SOILS INVESTIGATION PREPARED BY SOUTHERN CALIFORNIA GEOTECHNICAL DATED OCTOBER 1, 2018.
8. COMPACTED FILL TO SUPPORT ANY STRUCTURES SHALL COMPLY WITH SECTION 1803.5.8. PROJECTS WITHOUT A PRELIMINARY SOILS REPORT SHALL INCLUDE DETAILED SPECIFICATIONS IN ACCORDANCE WITH SECTIONS 1803.2 AND 1803.5 PREPARED BY THE ENGINEER OF RECORD.
9. THE CONTRACTOR SHALL NOTIFY THE BUILDING AND SAFETY DEPARTMENT AT LEAST 24 HOURS IN ADVANCE TO REQUEST FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO BUILDING PERMIT FINAL INSPECTION FOR EACH LOT.
10. PER SECTION 4216 OF THE GOVERNMENT CODE, THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, TWO (2) DAYS PRIOR TO DIGGING AT 1-800-422-4133.
11. PRIOR TO GRADING, A MEETING SHALL BE SCHEDULED WITH A RIVERSIDE COUNTY ENVIRONMENTAL COMPLIANCE INSPECTOR PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.

CUT/FILL

1. MAXIMUM CUT AND FILL SLOPE SHALL BE 2:1, HORIZONTAL TO VERTICAL.
2. NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, TOPSOIL AND OTHER DELETERIOUS MATERIAL. FILLS SHOULD BE PLACED IN THIN LIFTS (8-INCH MAX OR AS RECOMMENCED IN THE SOILS REPORT), COMPACTED AND TESTED THROUGHOUT THE GRADING PROCESS UNTIL FINAL GRADES ARE ATTAINED. ALL FILLS ON SLOPES STEEPER THAN 5:1, HORIZONTAL TO VERTICAL, AND A HEIGHT GREATER THAN FIVE (5) FEET SHALL BE KEYED AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. THE BENCH UNDER THE TOE MUST BE TEN (10) FEET WIDE MINIMUM.
3. THE SLOPE STABILITY FOR CUT AND FILL SLOPES OVER THIRTY (30) FEET IN VERTICAL HEIGHT, OR CUT SLOPES STEEPER THAN 2:1 HAVE BEEN VERIFIED WITH A FACTOR OF SAFETY OF AT LEAST 1.5.
4. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL WITH A MAXIMUM DIMENSION GREATER THAN TWELVE (12) INCHES SHALL BE BURIED OR PLACED IN FILLS CLOSER THAN TEN (10) FEET TO THE FINISHED GRADE.

COMPLETION OF WORK NOTES

1. FOR ROUGH GRADING PLANS, A REGISTERED CIVIL ENGINEER SHALL PREPARE FINAL COMPACTION REPORT/GRADING REPORT AND IT SHALL BE SUBMITTED TO THE DEPARTMENT OF BUILDING AND SAFETY FOR REVIEW AND APPROVAL. THE REPORT SHALL INCLUDE BUILDING FOUNDATION DESIGN PARAMETERS, EXPANSION INDEX, DESIGN ALTERNATIVES (IF IE > 20), WATER SOLUBLE SULFATE CONTENT, CORROSIVITY AND REMEDIAL MEASURE IF NECESSARY.
2. FOR ROUGH GRADING PLANS, EXCEPT FOR NON-TRACT SINGLE RESIDENTIAL LOT GRADING, THE COMPACTION REPORT SHALL INCLUDE THE SPECIAL INSPECTION VERIFICATIONS LISTED ON TABLE 1705.6 OF 2013 CALIFORNIA BUILDING CODE.
3. FOR ROUGH GRADING, IN ADDITION TO OBTAINING ALL REQUIRED INSPECTIONS AND APPROVAL OF ALL FINAL REPORTS, ALL SITES PERMITTED FOR ROUGH GRADE ONLY SHALL PROVIDE VEGETATIVE COVERAGE (100%) OR OTHER MEANS OF SITE STABILIZATION APPROVED BY ENVIRONMENTAL COMPLIANCE DIVISION, PRIOR TO RECEIVING A ROUGH GRADE PERMIT FINAL SIGNATURE.
4. FOR PRECISE GRADING, A REGISTERED CIVIL ENGINEER SHALL SUBMIT TO THE BUILDING AND SAFETY DEPARTMENT WRITTEN FINAL CERTIFICATION OF COMPLETION OF GRADING IN ACCORDANCE WITH THE APPROVED GRADING PLAN PRIOR TO THE REQUEST OF PRECISE GRADING INSPECTION.

DRAINAGE, EROSION/DUST CONTROL

1. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. EROSION OF THE GROUND IN THE AREA OF DISCHARGE SHALL BE PREVENTED BY INSTALLATION OF NON-EROSIVE DOWN DRAINS OR OTHER DEVICES.
2. THE CONTRACTOR SHALL PROVIDE A PAVED SLOPE INTERCEPTOR DRAIN ALONG THE TOP OF CUT SLOPES WHERE THE DRAINAGE PATH IS GREATER THAN FORTY (40) FEET TOWARDS THE CUT SLOPE.
3. THE CONTRACTOR SHALL PROVIDE FIVE (5) FEET WIDE BY ONE (1) FOOT HIGH BERM ALONG THE TOP OF ALL FILL SLOPES STEEPER THAN 3:1, HORIZONTAL TO VERTICAL.
4. THE GROUND SURFACE IMMEDIATELY ADJACENT TO THE BUILDING FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT VERTICAL IN 20 UNITS HORIZONTAL (5% SLOPE) FOR A MINIMUM DISTANCE OF TEN (10) FEET MEASURED PERPENDICULAR TO THE FACE OF THE FOUNDATION.
5. NO OBSTRUCTION OF NATURAL WATER COURSES SHALL BE PERMITTED.
6. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMPs) SHALL BE PROVIDED TO PREVENT PONDING WATER AND DRAINAGE TO ADJACENT PROPERTIES.
7. DUST CONTROL SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
8. CONSTRUCTION SITES SUBJECT TO PM10 FUGITIVE DUST MITIGATION SHALL COMPLY WITH AQMD RULE 403.1.
9. ALL EXISTING DRAINAGE COURSES AND STORM DRAIN FACILITIES SHALL CONTINUE TO FUNCTION. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
10. FOR ALL SLOPES EQUAL TO OR GREATER THAN THREE (3) FEET IN VERTICAL HEIGHT ARE REQUIRED TO BE PLANTED WITH AN APPROVED DROUGHT-TOLERANT GROUND COVER AT A MINIMUM SPACING OF 12" ON CENTER OR AS APPROVED BY THE ENGINEER OF RECORD OR THE REGISTERED LANDSCAPE ARCHITECT AND DROUGHT-TOLERANT SHRUBS SPACED AT NO MORE THAN 10' ON CENTER, OR TREES SPACED NOT TO EXCEED 20' ON CENTER, OR A COMBINATION OF SHRUBS AND TREES NOT TO EXCEED 15' IN ADDITION TO THE GRASS OR GROUND COVER. SLOPES THAT REQUIRE PLANTING SHALL BE PROVIDED WITH AN IN-GROUND IRRIGATION SYSTEM EQUIPPED WITH AN APPROPRIATE BACKFLOW DEVICE PER C.P.C. CHAPTER 6. THE SLOPE PLANTING AND IRRIGATION SYSTEM SHALL BE INSTALLED AS SOON AS POSSIBLE UPON COMPLETION OF ROUGH GRADING. ALL PERMANENT SLOPE PLANTING SHALL BE ESTABLISHED AND IN GOOD CONDITION PRIOR TO SCHEDULING PRECISE GRADE INSPECTION.

SEE SHEET 2 FOR NOISE MITIGATION NOTES
SEE SHEET 2 FOR LEGEND

CONSTRUCTION NOTES

		QUANTITIES:
1	CONSTRUCT 5.5" AC OVER 6" AB (CLASS II). SOILS ENGINEER TO VERIFY R-VALUE & SECTION AFTER GRADING.	122,760 S.F.
2	CONSTRUCT 6" CURB PER DETAIL ON SHEET 2.	1,232 L.F.
3	CONSTRUCT 6" CURB AND GUTTER PER DETAIL ON SHEET 2.	489 L.F.
4	CONSTRUCT 4" CONCRETE SIDEWALK.	2,508 S.F.
5	CONSTRUCT 3' CONCRETE GUTTER PER DETAIL ON SHEET 2.	366 L.F.
6	CONSTRUCT 0" TO 6" TRANSITION CURB PER DETAIL ON SHEET ON SHEET 2.	2 EA.
7	CONSTRUCT 12" CONCRETE PARKING LANDING PER DEATIL ON SHEET 2.	20 S.F.
8	CONSTRUCT 6' CMU WALL PER ARCHIECTURAL PLAN.	1,635 L.F.
9	CONSTRUCT WROUGHT IRON FENCE PER ARCHITECTURAL PLAN.	168 L.F.
10	CONSTRUCT TRASH ENCLOSURE PER ARCHITECTURAL PLAN.	1 EA.
11	CONSTRUCT HANDICAP PARKING PER DETAIL ON SHEET 2.	1 EA.
12	CONSTRUCT HANDICAP ENTRANCE SIGNAGE PER DETAIL ON SHEET 2.	1 EA.
13	CONSTRUCT HANDICAP RAMP PER DETAIL ON SHEET 2.	3 EA.
14	CONSTRUCT HANDICAP SIGN PER DETAIL ON SHEET 2.	1 EA.
15	CONSTRUCT TRUNCATED DOMES PER DETAIL ON SHEET 2.	54 S.F.
16	CONSTRUCT WHEEL STOP PER DETAIL ON SHEET 2.	2 EA.
17	CONSTRUCT DECORATIVE CONCRETE PER LANDSCAPE PLAN.	800 S.F.
18	CONSTRUCT RIP-RAP PER DETAIL ON SHEET 2.	280 S.F.
19	OMIT 3' CURB PER DETAIL ON SHEET 2.	3 L.F.
20	CONSTRUCT 24" CONCRETE TRENCH DRAIN PER DETAIL ON SHEET 2.	14 L.F.
21	CONSTRUCT 48" CONCRETE CHANNEL PER DETAIL ON SHEET 2.	755 L.F.
22	CONSTRUCT FULL DEPTH A.C. PER DETAIL ON SHEET 2.	95 S.F.
23	CONSTRUCT UNDERGROUND INFILTRATION SYSTEM PER DETAIL ON SHEET 2.	1 EA.
24	INSTALL 18"ø HDPE STORM DRAIN PIPE.	140 L.F.
25	CONSTRUCT 48"x48" JENSEN BOX OR EQUAL WITH FLEXSTORM INLET MODEL 62MDHPCP & STENCIL PER DETAIL ON SHEET 2.	2 EA.
26	CONSTRUCT 12"ø HDPE STORM DRAIN PIPE.	200 L.F.
27	CONSTRUCT COMMERCIAL DRIVEWAY PER RIVERSIDE COUNTY STD. 207A (W=40'; R=20').	1 EA.
28	CONSTRUCT TYPE A-6" CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. 200.	15 L.F.
29	CONSTRUCT UNDERWAL DRAIN 4' WIDE.	6 L.F.

REMOVAL NOTES

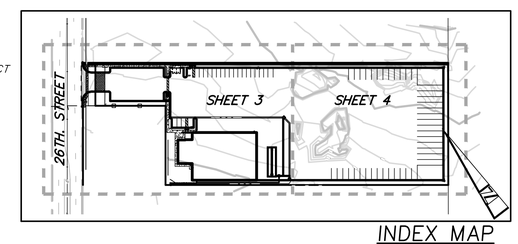
		QUANTITIES:
1	REMOVE EXISTING AC PAVEMENT.	95 S.F.
2	REMOVE EXISTING CHAIN LINK FENCE.	2,330 L.F.
3	REMOVE EXISTING SIDEWALK.	838 S.F.
4	REMOVE EXISTING CURB AND GUTTER.	95 L.F.

UTILITY COMPANIES

SEWER & WATER:
RUBIDOUX COMMUNITY SERVICE DISTRICT
3590 RUBIDOUX BLVD.
JURUPA VALLEY, CA 91752
(909)685-7434

ELECTRICITY:
SOUTHERN CALIFORNIA EDISON
P.O. BOX 800
ROSEMEAD, CA 91770
(800)655-4555

GAS:
SOUTHERN CALIFORNIA GAS
7000 INDIANA AVE.
RIVERSIDE, CA 92506
(800)427-2200



INDEX MAP
SCALE: 1"=150'

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

1. CONSTRUCTION SITE BMPs FOR THE MANAGEMENT OF STORM WATER AND NON-STORMWATER DISCHARGES SHALL BE DOCUMENTED ON THE GRADING PLAN. ARRANGEMENTS SHALL BE MADE BY THE DEVELOPER TO RETAIN THE SWPPP ON THE JOBSITE THROUGHOUT THE TIME OF CONSTRUCTION. THE IMPLEMENTATION AND MAINTENANCE OF THE SITE BMPs IS REQUIRED TO MINIMIZE JOBSITE EROSION AND SEDIMENTATION. ARRANGEMENTS SHALL BE MADE BY THE DEVELOPER TO MAINTAIN THOSE BMPs THROUGHOUT THE TIME OF CONSTRUCTION.
2. EROSION CONTROL BMPs SHALL BE IMPLEMENTED AND MAINTAINED TO PREVENT AND/OR MINIMIZE THE ENTRAINMENT OF SOIL IN RUNOFF FROM DISTURBED SOIL AREAS ON CONSTRUCTION SITES.
3. SEDIMENT CONTROL BMPs SHALL BE IMPLEMENTED AND MAINTAINED TO PREVENT AND/OR MINIMIZE THE TRANSPORT OF SOIL FROM THE CONSTRUCTION SITE.
4. GRADING SHALL BE PHASED TO LIMIT THE AMOUNT OF DISTURBED AREA EXPOSED TO THE EXTENT FEASIBLE.
5. AREAS THAT ARE CLEARED AND GRADED SHALL BE LIMITED TO ONLY THE PORTION OF THE SITE THAT IS NECESSARY FOR CONSTRUCTION. THE CONSTRUCTION SITE SHALL BE LIMITED TO ONLY THE PORTION OF THE SITE THAT IS NECESSARY FOR CONSTRUCTION. THE CONSTRUCTION SITE SHALL BE MANAGED TO MINIMIZE THE EXPOSURE TIME OF DISTURBED SOIL AREAS THROUGH PHASING AND SCHEDULING OF GRADING AND THE USE OF TEMPORARY AND PERMANENT SOIL STABILIZATION.
6. IF DISTURBED, SLOPES (TEMPORARY OR PERMANENT) SHALL BE STABILIZED IF THEY WILL NOT BE WORKED WITHIN 21 DAYS. DURING STORM SEASON, ALL SLOPES SHALL BE STABILIZED PRIOR TO PREDICTED STORM EVENT. CONSTRUCTION SITES SHALL BE REVEGETATED AS EARLY AS FEASIBLE AFTER SOIL DISTURBANCE.
7. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO ELIMINATE OR REDUCE SEDIMENT TRANSPORT FROM THE SITE OR STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
8. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED, EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NPDES PERMIT, THE STATEWIDE GENERAL PERMIT-CONSTRUCTION ACTIVITY. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOIL OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES, AND ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS, FUEL, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS, CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATABLE WASTES; WASTES FROM ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; WASTES FROM STREET CLEANING; AND SUPER-CHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ONSITE PHYSICALLY SEPARATE FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
9. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITE AND MUST NOT BE DISCHARGED TO RECEIVING WATERS OR LOCAL STORM DRAIN SYSTEM.
10. APPROPRIATE BMPs FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS OR RESIDUES SHALL BE IMPLEMENTED TO ELIMINATE OR REDUCE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.
11. ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTOR PERSONNEL ARE TO BE TRAINED IN THE IMPLEMENTATION AND USE OF THE REQUIRED BMPs AND GOOD HOUSEKEEPING MEASURE FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS AND ALL TRAINING DOCUMENTATION SHALL BE MAINTAINED IN THE SWPPP.
12. DISCHARGING CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING GROUNDWATER THAT HAS INFILTRATED INTO THE CONSTRUCTION SITE IS PROHIBITED. DISCHARGING OF CONTAMINATED SOILS VIA SURFACE EROSION IS ALSO PROHIBITED. DISCHARGING NON-CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING ACTIVITIES MAY REQUIRE A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE REGIONAL WATER QUALITY CONTROL BOARD.
13. BMPs SHALL BE MAINTAINED AT ALL TIMES. IN ADDITION, BMPs SHALL BE INSPECTED PRIOR TO PREDICTED STORM EVENTS AND FOLLOWING STORM EVENTS.
14. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED OF IN TRASH OR RECYCLE BINS.

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN.
I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF JURUPA VALLEY IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH CITY PROCEDURES, APPLICABLE POLICIES AND ORDINANCES. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCK PLAN CHECK DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS ENGINEER OF RECORD (EOR), I AGREE TO IDENTIFY AND HOLD THE CITY OF JURUPA VALLEY, THE JURUPA VALLEY HOUSING AUTHORITY, AND THE JURUPA VALLEY COMMUNITY SERVICES DISTRICT (CSD), ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY OF CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD. I HAVE READ AND INFORMED THE PROJECT APPLICANT/DEVELOPER THAT APPROVAL OF THESE PLANS DO NOT RELIEVE THEM FROM THE REQUIREMENTS OF THE CONDITIONS OF APPROVAL (ATTACHED HEREIN OR IN OTHER APPROVED IMPROVEMENT PLANS).

I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE ADA TITLE II AND TITLE 24 REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PROJECT, AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS.

KEVIN J. RICHER
R.C.E. 43714 EXP. 03/31/2021
10/07/19
DATE

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY THE SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY FACILITIES SHOWN AND ANY OTHER FACILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE INVITING BIDS" OF THE BID DOCUMENTS

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 4 IN BLOCK 26 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT, SAID POINT BEING THE INTERSECTION OF THE NORTHEASTERLY LINE OF SECOND STREET WITH THE SOUTHEASTERLY LINE OF "B" STREET AS SHOWN ON SAID MAP;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF STREET 313.5 FEET FOR THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID SECOND STREET, 173 FEET;

THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID "B" STREET 166 FEET;

THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID SECOND STREET TO THE SOUTHEASTERLY LINE OF SAID LOT;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 255.75 FEET, MORE OR LESS TO THE MOST SOUTHERLY CORNER OF THE NORTHEASTERLY RECTANGULAR 362.75 FEET OF SAID LOT;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF "B" STREET, 89.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THE NORTHWESTERLY RECTANGULAR 11 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JULY 30, 1962 AS INSTRUMENT NO. 71108, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

APN: 178-222-010

BASIS OF BEARING:

THE BEARINGS SHOWN NORTH 37° 30' 46" EAST ARE BASED ON THE BEARING OF THE CENTERLINE OF RUBIDOUX BOULEVARD PER RECORD OF SURVEY RECORDED IN BOOK 127, PAGE 65 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

BENCHMARK:

R.C DESIGNATION: M.L.-8-5-64
SOUTHWEST CORNER OF RUBIDOUX BOULEVARD AND 24TH STREET, 48.0 FT. SOUTHWEST OF 24TH STREET, 34.0 FT. NORTHWEST OF RUBIDOUX BOULEVARD, 2.0 FT. NORTH OF POWER POLE #207886, A BRASS DISK SET IN THE TOP OF A ONCRETE POST AND MARKED 8-5-64.

ELEV. 851.503
DATED 5-71

TOPOGRAPHY SOURCE:

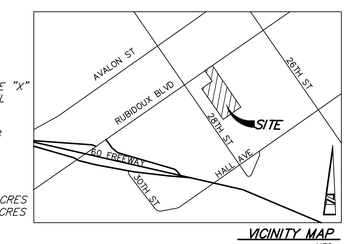
THE TOPOGRAPHY SHOWN HEREON WAS OBTAINED FROM A FIELD SURVEY PREPARED ON OCTOBER 17, 2018.

FLOOD ZONE

FEMA FLOOD ZONE "X"
COMMUNITY-PANEL NUMBER:
06065C0038G
AUGUST 28, 2008

AREA

GROSS = 3.81 ACRES
NET = 3.78 ACRES



VICINITY MAP
NTS

SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE SHEET	1
DETAILS SHEET	2
GRADING SHEET	3-4
HORIZONTAL CONTROL	5
EROSION CONTROL SHEET	6

EARTHWORK QUANTITIES

RAW CUT: ____CY OVER-X: ____CY
RAW FILL: ____CY SHRINKAGE 12%: ____CY
CLEARING/SUBSIDENCE: ____CY
SPOILS: ____CY EXPORT: ____CY
THE QUANTITY SHOWN ABOVE IS FOR BONDING PURPOSES ONLY. SHRINKAGE SUBSIDENCE AND SURFACE LOSS FACTORS ARE NOT INCLUDED. CONTRACTOR IS TO BUILD THE PROJECT PER THE PLANS AND BID THEIR OWN QUANTITY "TAKE OFF". CONTRACTOR WILL DETERMINE SITE AT PERMIT.

TOTAL DISTURBED AREA = ____AC

ENGINEER

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. PHILADELPHIA STREET, UNIT "F"
ONTARIO, CA 91761
(909) 930-1466

OWNER/APPLICANT:

LORD CONSTRUCTORS
1920 W. ELEVENTH ST.
UPLAND, CA 91786
PHONE: 909-946-6729
FAX: 909-946-3626

EMERGENCY CONTACT

LORD CONSTRUCTORS, INC.
1920 W. 11TH STREET
UPLAND, CA 91786
PHONE: 909-946-6729
FAX: 909-946-3626

STEVE VAGNOZZI
PHONE: (909) 576-5179

SOILS ENGINEER & GEOLOGIST:

SOILS SOUTHWEST INC.
897 VIA LATA, SUITE N
COLTON, CA 92324
(909) 370-0474
(909) 370-0481
(909) 370-3156 FAX
soilssouthwest@aol.com
PROJECT NO. 19029-F/BMP
DATE: 07/19/2019

THIS GRADING PLAN HAS BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AS OUTLINED IN THE FOLLOWING SOILS REPORT FOR THIS PROJECT.

AS-BUILT CERTIFICATION

CIVIL ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT AS THE ENGINEER IN RESPONSIBLE CHARGE O WORK FOR THIS PROJECT,I HAVE SUPERVISED THE ENGINEERING WORK AS SHOWN ON THESE PLANS TO DETERMINE GENERAL COMPLIANCE WITH PLANS AND SPECIFICATIONS, AND THAT THE COMPLETED CONSTRUCTION IS IN CONFORMANCE WITH THESE PLANS.

I ALSO CERTIFY THAT ALL DESIGN CHANGES MADE DURING CONSTRUCTION, ALL INFORMATION AS REQUIRED BY THE CITY OF JURUPA VALLEY GRADING ORDINANCE, AND ALL RECOMMENDATIONS FROM THE SOILS ENGINEERING AND ENGINEERING GEOLOGY REPORTS PREPARED FOR THIS PROJECT HAVE BEEN INCORPORATED IN THESE PLANS.

CIVIL ENGINEER OF RECORD: _____
KEVIN J. RICHER R.C.E. 43714 EXP. 03/31/2021

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2021
CIVIL
STATE OF CALIFORNIA

CITY OF JURUPA VALLEY
ENGINEERING DEPARTMENT
APPROVE BY:

STEVE LORISO, P.E. DATE
R.C.E. 64701

CITY OF JURUPA VALLEY
ENGINEERING DEPARTMENTS
RECOMMENDED BY:

TINA YORK, DEVELOPMENT SERVICES MANAGER DATE
R.C.E. 46367

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE:
Underground Service Alert
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

8930 LIMONITE AVE
JURUPA VALLEY, CA 92509
TEL: (951) 332-6464
EMAIL: ENGINEERING@JURUPAVALLEY.ORG

IMPORTANT NOTE:
THE IMPROVEMENT PLANS ARE APPROVED FOR A PERIOD OF TWO (2) YEARS FROM THE DATE SIGNED BY THE CITY ENGINEER. AFTER THE TWO (2) YEAR PERIOD HAS LAPSED, THE ENGINEER OF RECORD MAY BE REQUIRED TO SUBMIT AND PROCESS FOR CITY ENGINEER APPROVAL, UPDATED PLANS THAT COMPLY WITH THE MOST CURRENT CITY STANDARDS, PRACTICES, AND POLICIES.

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.O.R.	REVISION			

BENCHMARK:
SEE ABOVE
BASIS OF BEARING:
SEE ABOVE

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2021
CIVIL
STATE OF CALIFORNIA

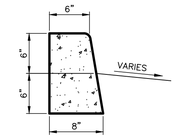
LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 • FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING
PLANS PREPARED UNDER THE SUPERVISION OF:
KEVIN J. RICHER
R.C.E. 43714 EXP. 03/31/2021
10/07/19
DATE

WDID#: _____

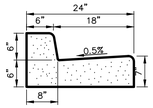
CITY OF JURUPA VALLEY
GRADING PLANS
SE CORNER OF RUBIDOUX BLVD. & 28TH STREET
TITLE SHEET

ACCT. NO.
SHEET 1 OF 6
FOR
W.O.
CITY I. D. NO.
GP_____

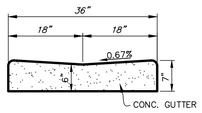
JN6025



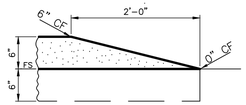
6" CURB DETAIL (2)
NTS



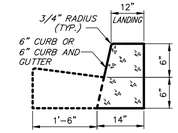
6" CONC. CURB & GUTTER (3)
NTS



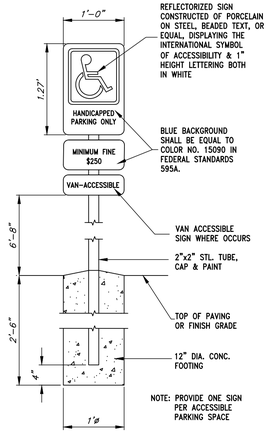
3'-0" CONC. GUTTER (5)
NTS



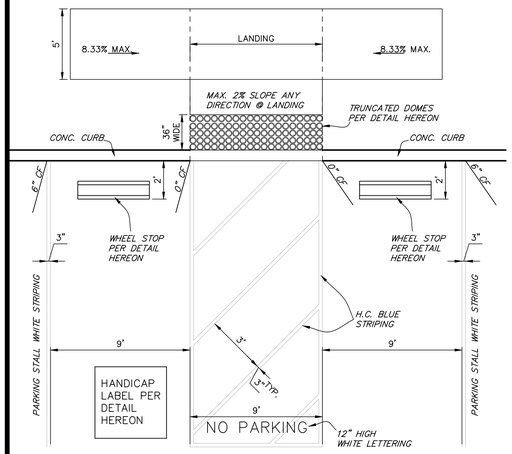
0"-6" TRANSITION CURB (6)
NTS



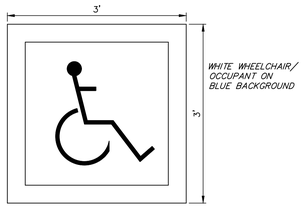
12" CONCRETE LANDING (7)
NTS



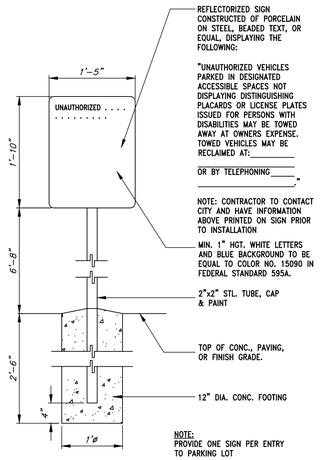
HANDICAP SIGNAGE (14)
NTS



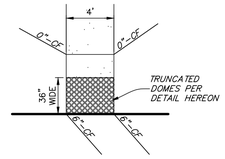
HANDICAP PARKING DETAIL (11)
NTS



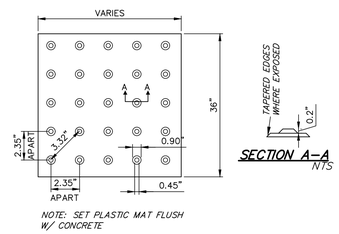
HANDICAP PARKING EMBLEM
NTS



HANDICAP SIGNAGE AT THE ENTRANCE (12)
NTS



H.C. RAMP DETAIL (13)
NTS

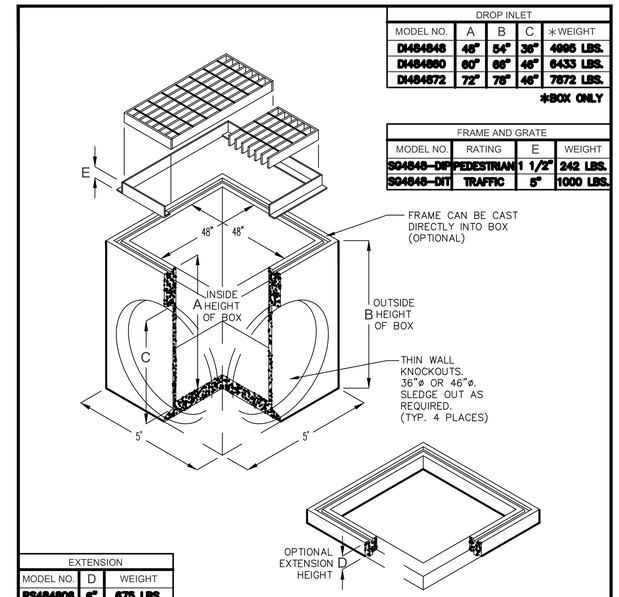


NOTE: SET PLASTIC MAT FLUSH W/ CONCRETE

TRUNCATED DOMES (15)
NTS

SECTION A-A
NTS

STENCIL (23)
NTS



DROP INLET				
MODEL NO.	A	B	C	*WEIGHT
DI484848	48"	54"	39"	4695 LBS.
DI484860	60"	66"	46"	6433 LBS.
DI484872	72"	78"	46"	7872 LBS.

*BOX ONLY

FRAME AND GRATE			
MODEL NO.	RATING	E	WEIGHT
S04848-DIP	PEDESTRIAN	1 1/2"	242 LBS.
S04848-DIT	TRAFFIC	5"	1000 LBS.

EXTENSION		
MODEL NO.	D	WEIGHT
RS484806	6"	675 LBS.
RS484812	12"	1350 LBS.

- FRAME AND GRATE ASSEMBLY AVALIABLE IN TRAFFIC OR PEDESTRIAN MODELS.
- DESIGN FOR H-20-44 BRIDGE LOADING.
- ASSEMBLY TO BE PLACED ON A 6" BASE OF CRUSHER RUN FOR EASE OF INSTALLATION AND EVEN LOAD DISTRIBUTION.
- FOR COMPLETE DESIGN AND PRODUCT INFORMATION, CONTACT JENSEN PRECAST.
- ILLUSTRATION IS TYPICAL ONLY OF GENERAL SERIES CONFIGURATION. FOR SPECIFIC CONFIGURATION, CALL JENSEN PRECAST.

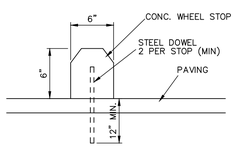
48" X 48" DRAIN INLET

JENSEN PRECAST

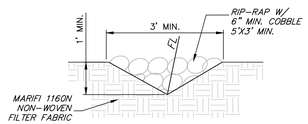
DI4848

11-28-00 | REV. DWG. DATE | 8.07

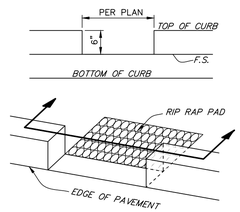
48"x48" CATCH BASIN (23)
NTS



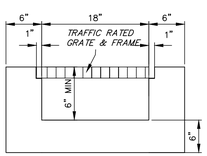
WHEEL STOP DETAIL (16)
NTS



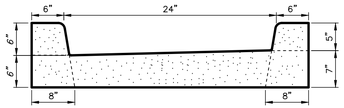
RIP-RAP PAD (18)
NTS



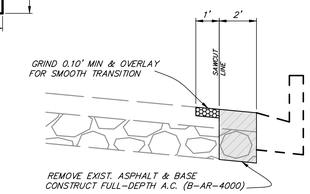
CURB OMISSION DETAIL (19)
NTS



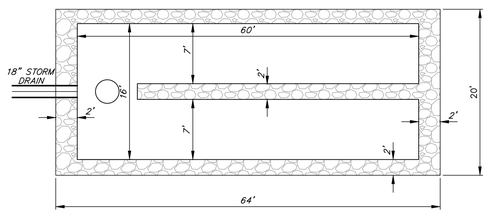
24" TRENCH DRAIN (20)
NTS

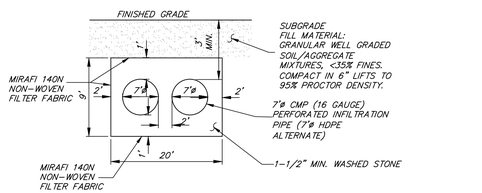


24" CONC. CHANNEL (21)
NTS



A.C. REMOVAL & REPLACEMENT (22)
NTS





UNDERGROUND STORAGE INFILTRATION SYSTEM (23)

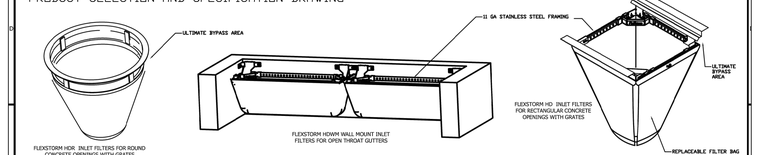
LEGEND

BW	BACK OF WALK
EG	EXISTING GRADE
FG	FINISH GRADE
FS	FINISH SURFACE
TC	TOP OF CURB
FL	FLOW LINE
EP	EDGE OF PAVEMENT
FF	FINISH FLOOR
PAD	PAD GRADE
TW	TOP OF WALL
TF	TOP OF FOOTING
HP	HIGH POINT
LP	LOW POINT
CF	CURB FACE
TG	TOP OF GRATE
TRW	TOP OF RETAINING WALL
EDF	EXTRA DEPTH FOOTING
INV	INVERT OF PIPE
2.1	TOP OF SLOPE
	RATE OF SLOPE
	TOE OF SLOPE
— —S— —	EXISTING SEWER
— —W— —	EXISTING WATER
	EXISTING FIRE HYDRANT
	EXISTING FDC
	EXISTING WATER VALVE
GM	EXISTING GAS METER
WM	EXISTING WATER METER
PB	EXISTING PULL BOX
ICV	EXISTING ICV
	EXISTING STREET LIGHT
	EXISTING STREET LIGHT
	EXISTING CONTOUR
	FINISH CONTOURS
	DAYLIGHT LINE
	REMOVAL
	EXIST. CONCRETE
	CONCRETE

NOISE MITIGATION NOTES:

1. HAUL TRUCK DELIVERIES SHALL BE LIMITED TO BETWEEN THE HOURS OF 6:00AM TO 6:00PM DURING THE MONTHS OF JUNE THROUGH SEPTEMBER AND 7:00AM TO 6:00PM DURING THE MONTHS OF OCTOBER THROUGH MAY.
2. CONSTRUCTION CONTRACTORS SHALL EQUIP ALL CONSTRUCTION EQUIPMENT, FIXED OR MOBILE, WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS, CONSISTENT WITH MANUFACTURERS' STANDARDS.
3. ALL STATIONARY CONSTRUCTION EQUIPMENT SHALL BE PLACED IN SUCH A MANNER SO THAT EMITTED NOISE IS DIRECTED AWAY FROM ANY SENSITIVE RECEPTORS ADJACENT TO THE PROJECT SITE.
4. CONSTRUCTION EQUIPMENT STAGING AREAS SHALL BE LOCATED THE GREATEST DISTANCE BETWEEN THE STAGING AREA AND THE NEAREST SENSITIVE RECEPTORS.

FLEXSTORM HD INLET FILTERS FOR USE IN CONCRETE STRUCTURES
PRODUCT SELECTION AND SPECIFICATION DRAWING



FLEXSTORM HDR Round Concrete Openings with Grates	
Drop Thru Opening Size Dia	Flexstorm Frame P/N
Small: 10.0" - 18.0"	625HDR
Medium: 18.1" - 24.0"	62MHDR
Large: 24.1" - 36.0"	62LHDR

FLEXSTORM HDWM (Wall Mount) For Open Throat Curb Inlets - Mounted to Wall Beneath Curb Opening	
Curb Opening Size	Flexstorm Frame P/N
Up to 4' curb openings (1 Filter and Mounting Hardware)	62HDWM1
Between 4' and 8' curb openings (2 Filters and Mounting Hardware)	62HDWM2
Between 8' and 12' curb openings (3 Filters and Mounting Hardware)	62HDWM3
Between 12' and 16' curb openings (4 Filters and Mounting Hardware)	62HDWM4

FLEXSTORM HD For Rectangular/Square Concrete Openings with Grates	
Clear Drop Thru Opening Size *(not grate or seat size)*	Flexstorm Frame P/N
Small: 12" x 12" up to 16" x 16" (or 64" max perimeter)	625HD
Medium: 18" x 18" up to 24" x 24" (or 96" max perimeter)	62MHD
Large: 26" x 26" up to 30" x 30" (or 120" max perimeter)	62LHD
XL: 32" x 32" up to 48" x 48" (or 192" max perimeter) typ 2 pc set	62XLHD

CREATE YOUR ADS FLEXSTORM PART NUMBER BY COMBINING FRAME P/N AND BAG P/N

1. IDENTIFY YOUR FLEXSTORM FRAME PART NUMBER FROM TABLES ABOVE
2. SELECT YOUR BAG PART NUMBER BASED ON APPLICATION NEEDS

FLEXSTORM FILTER BAGS	(22" depth) STD Bag P/N	(12" depth) Short Bag P/N	Clean Water Flow Rate (GPM/SqFt)	Min A.O.S. (US Sieve)
FX: Standard Woven Bag	FX	FX-S	200	40
FX+: Woven w/ MyCelx	FXP	FXP-S	200	40
FXO: Woven w/ Oil Boom	FXO	FXO-S	200	40
PC: Post Construction Bag	PC	PC-S	137	140
PC+: PC Bag w/ MyCelx	PCP	PCP-S	137	140
LL: Litter and Leaf Bag	LL	LL-S	High	3.5
IL: IDOT Non-Woven Bag	IL	IL-S	145	70

3. CREATE YOUR FINAL PART NUMBER TO INCLUDE ON YOUR SPECIFICATION PLANS

Frame P/N from Step 1.	Filter Bag P/N from Step 2.

NOTES:

1. ALL HD FRAMING IS CONSTRUCTED OF 304 STAINLESS STEEL FOR 25 YEAR LIFE RATING
2. TOTAL BYPASS CAPACITY: BYPASS CAPACITY WILL VARY WITH EACH SIZE DRAINAGE STRUCTURE. FLEXSTORM DESIGNS FRAMING BYPASS TO MEET OR EXCEED THE DESIGN FLOW OF THE PARTICULAR DRAINAGE STRUCTURE
3. UPON ORDERING CONFIRMATION OF THE DOT CALLOUT, PRECAST MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER; PART NUMBER ALONE IS NOT SUFFICIENT

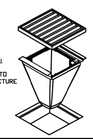
SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL BAG / FRAME SIZE

Nominal Bag Size *Matched to Frame Size*	Solids Storage (CuFt)	Filtered Flow Rate at 50% Max (CFS) FX (Woven)	PC (Post Constr)	* PC Oil Retention (Qz)	**PC+ Oil Retention (Qz)	**FX+ Oil Retention (Qz)
Small	1.6	1.2	0.8	0.9	79	168	89
Medium	2.1	1.7	1.2	1.3	115	204	89
Large	3.8	2.7	1.8	1.9	173	262	89
XL	4.2	3.6	2.4	2.6	230	319	178

Filtration Efficiency			
TSS (total suspended solids rem)	NA	99%	large scale 3rd party testing per ASTM D 7351 using 7% concentration USDA Sandy Loam
TPH (tot petroleum hydrocarbons)	NA	96%	large Scale testing at 90 GPM using US Silica OK-110 sand at 1750 mg/L measuring TSS per SM 2540D. large Scale testing at 90 GPM with used motor oil at 243 mg/L measuring per EPA Method 1664A.

* PC filter bag at 50% max adsorption capacity
** PC filter bag at 50% capacity and MyCelx skimmer at 100% capacity

GENERAL INSTALLATION INSTRUCTIONS:
1. REMOVE GRATE
2. DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF INLET STRUCTURE
3. REPLACE GRATE



ALL PRODUCTS MANUFACTURED BY INLET & PIPE PROTECTION, INC DISTRIBUTED BY ADS
WWW.INLETFILTERS.COM
(866) 287-8655 PH
(630) 355-2477 FX
INFO@INLETFILTERS.COM

SIZE: C | DWG NO: FLEXSTORM_HD | REV
SCALE | SHEET 1 OF 1

FLEXSTORM INLET FILTER DETAIL (23)
NTS

WDID#: _____

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1-800 227-2600
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CITY OF JURUPA VALLEY
A COMMUNITY OF COMMUNITIES
8930 LIMONITE AVE.
JURUPA VALLEY, CA 92509
TEL: (951) 332-6464
EMAIL: ENGINEERING@JURUPAVALLEY.ORG

IMPORTANT NOTE:
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MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.O.R.	REVISION			

BENCHMARK:
SEE SHEET 1

BASIS OF BEARING:
SEE SHEET 1

REGISTERED PROFESSIONAL ENGINEER KEVIN J. RICHER No. 43714 Exp. 3/31/2021 CIVIL STATE OF CALIFORNIA

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 • FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING

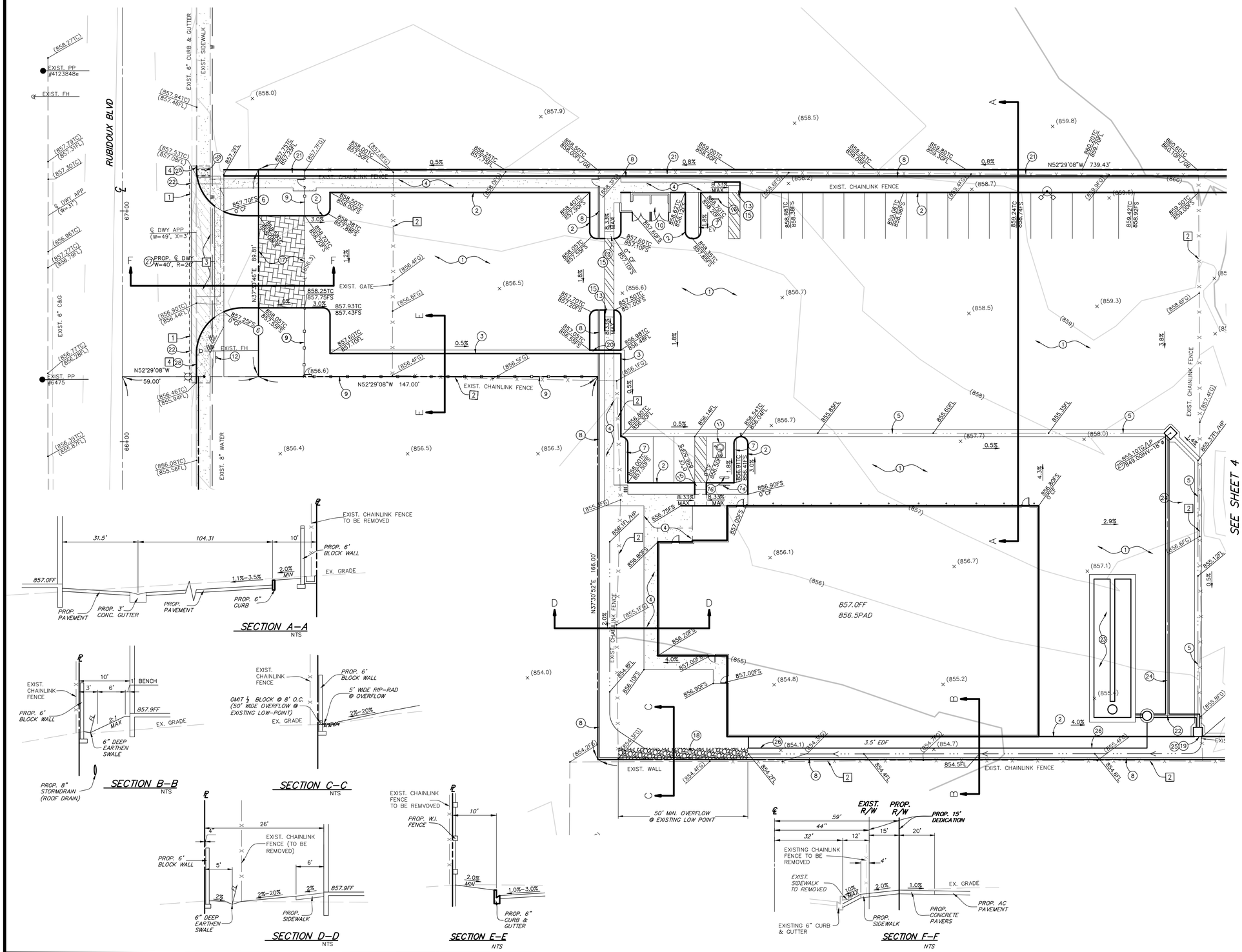
PLANS PREPARED UNDER THE SUPERVISION OF:
KEVIN J. RICHER
R.C.E. 43714 EXP. 03/31/2021
10/07/19
DATE

CITY OF JURUPA VALLEY
GRADING PLANS
SE CORNER OF RUBIDOUX BLVD. & 28TH STREET
DETAILS

ACCT. NO.

SHEET 2 OF 6

FOR | W.O. | CITY I. D. NO. GP_____



SECTION A–A
NTS

SECTION B–B
NTS

SECTION C–C
NTS

SECTION D–D
NTS

SECTION E–E
NTS

SECTION F–F
NTS

CONSTRUCTION NOTES

1. CONSTRUCT 5.5" AC OVER 6" AB (CLASS II). SOILS ENGINEER TO VERIFY R-VALUE & SECTION AFTER GRADING.
2. CONSTRUCT 6" CURB PER DETAIL ON SHEET 2.
3. CONSTRUCT 6" CURB AND GUTTER PER DETAIL ON SHEET 2.
4. CONSTRUCT 4" CONCRETE SIDEWALK.
5. CONSTRUCT 3' CONCRETE GUTTER PER DETAIL ON SHEET 2.
6. CONSTRUCT 0" TO 6" TRANSITION CURB PER DETAIL ON SHEET ON SHEET 2.
7. CONSTRUCT 12" CONCRETE PARKING LANDING PER DEATIL ON SHEET 2.
8. CONSTRUCT 6' CMU WALL PER ARCHIECTURAL PLAN.
9. CONSTRUCT WROUGHT IRON FENCE PER ARCHITECTURAL PLAN.
10. CONSTRUCT TRASH ENCLOSURE PER ARCHITECTURAL PLAN.
11. CONSTRUCT HANDICAP PARKING PER DETAIL ON SHEET 2.
12. CONSTRUCT HANDICAP ENTRANCE SIGNAGE PER DETAIL ON SHEET 2.
13. CONSTRUCT HANDICAP RAMP PER DETAIL ON SHEET 2.
14. CONSTRUCT HANDICAP SIGN PER DETAIL ON SHEET 2.
15. CONSTRUCT TRUNCATED DOMES PER DETAIL ON SHEET 2.
16. CONSTRUCT WHEEL STOP PER DETAIL ON SHEET 2.
17. CONSTRUCT DECORATIVE CONCRETE PER LANDSCAPE PLAN.
18. CONSTRUCT RIP-RAP PER DETAIL ON SHEET 2.
19. OMIT 3' CURB PER DETAIL ON SHEET 2.
20. CONSTRUCT 24" CONCRETE TRENCH DRAIN PER DETAIL ON SHEET 2.
21. CONSTRUCT 48" CONCRETE CHANNEL PER DETAIL ON SHEET 2.
22. CONSTRUCT FULL DEPTH A.C. PER DETAIL ON SHEET 2.
23. CONSTRUCT UNDERGROUND INFILTRATION SYSTEM PER DETAIL ON SHEET 2.
24. INSTALL 18"ø HDPE STORM DRAIN PIPE.
25. CONSTRUCT 48"x48" JENSEN BOX OR EQUAL WITH FLEXSTORM INLET MODEL 62MDHPCP & STENCIL PER DETAIL ON SHEET 2.
26. CONSTRUCT 12"ø HDPE STORM DRAIN PIPE.
27. CONSTRUCT COMMERCIAL DRIVEWAY PER RIVERSIDE COUNTY STD. 207A (W=40'; R=20').
28. CONSTRUCT TYPE A-6" CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. 200.
29. CONSTRUCT UNDERWAL DRAIN 4' WIDE.

REMOVAL NOTES

1. REMOVE EXISTING AC PAVEMENT.
2. REMOVE EXISTING CHAIN LINK FENCE.
3. REMOVE EXISTING SIDEWALK.
4. REMOVE EXISTING CURB AND GUTTER.

20 0 20 40 60
SCALE: 1"=20'

WDID#: _____

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		E.O.R.	REVISION			

BENCHMARK:
SEE ABOVE
BASIS OF BEARING:
SEE ABOVE

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2021
CIVIL
STATE OF CALIFORNIA

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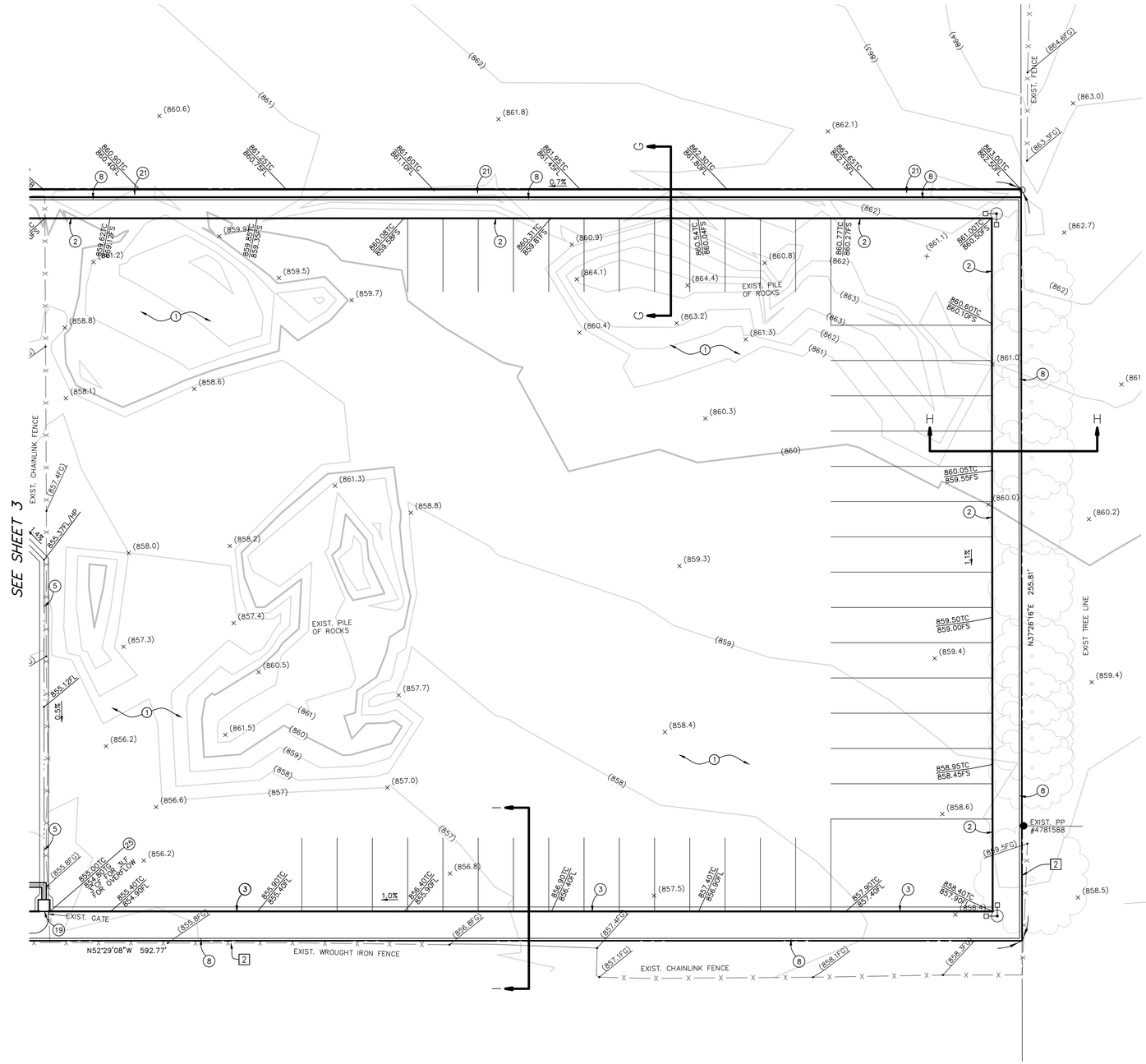
KEVIN J. RICHER
R.C.E. 43714 EXP. 03/31/2021
10/07/19
DATE

CITY OF JURUPA VALLEY
GRADING PLANS
SE CORNER OF RUBIDOUX BLVD. & 28TH STREET
PRECISE GRADING PLAN

ACCT. NO.
SHEET 3 OF 6
FOR
W.O.
CITY I. D. NO.
GP_____



CONSTRUCTION NOTES

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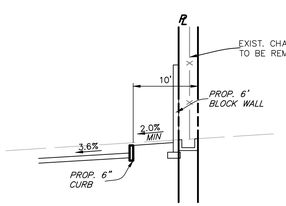
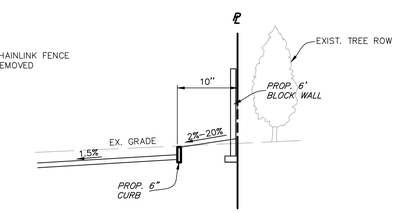
3. CONSTRUCT 6" CURB AND GUTTER PER DETAIL ON SHEET 2.
5. CONSTRUCT 3' CONCRETE GUTTER PER DETAIL ON SHEET 2.
8. CONSTRUCT 6' CMU WALL PER ARCHIECTURAL PLAN.
19. OMIT 3' CURB PER DETAIL ON SHEET 2.
21. CONSTRUCT 48" CONCRETE CHANNEL PER DETAIL ON SHEET 2.
25. CONSTRUCT 48"x48" JENSEN BOX OR EQUAL WITH FLEXSTORM INLET MODEL 62MDHPCP & STENCIL PER DETAIL ON SHEET 2.

REMOVAL NOTES

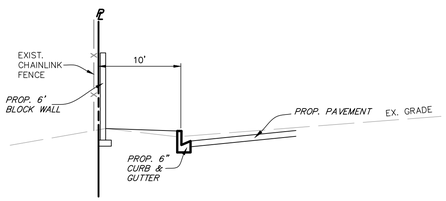
2. REMOVE EXISTING CHAIN LINK FENCE.



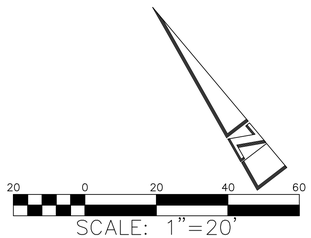
SECTION G-G
NTS



SECTION H-H
NTS



SECTION I-I
NTS



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		E.O.R.	REVISION			

BENCHMARK:
SEE ABOVE
BASIS OF BEARING:
SEE ABOVE

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2021
CIVIL
STATE OF CALIFORNIA

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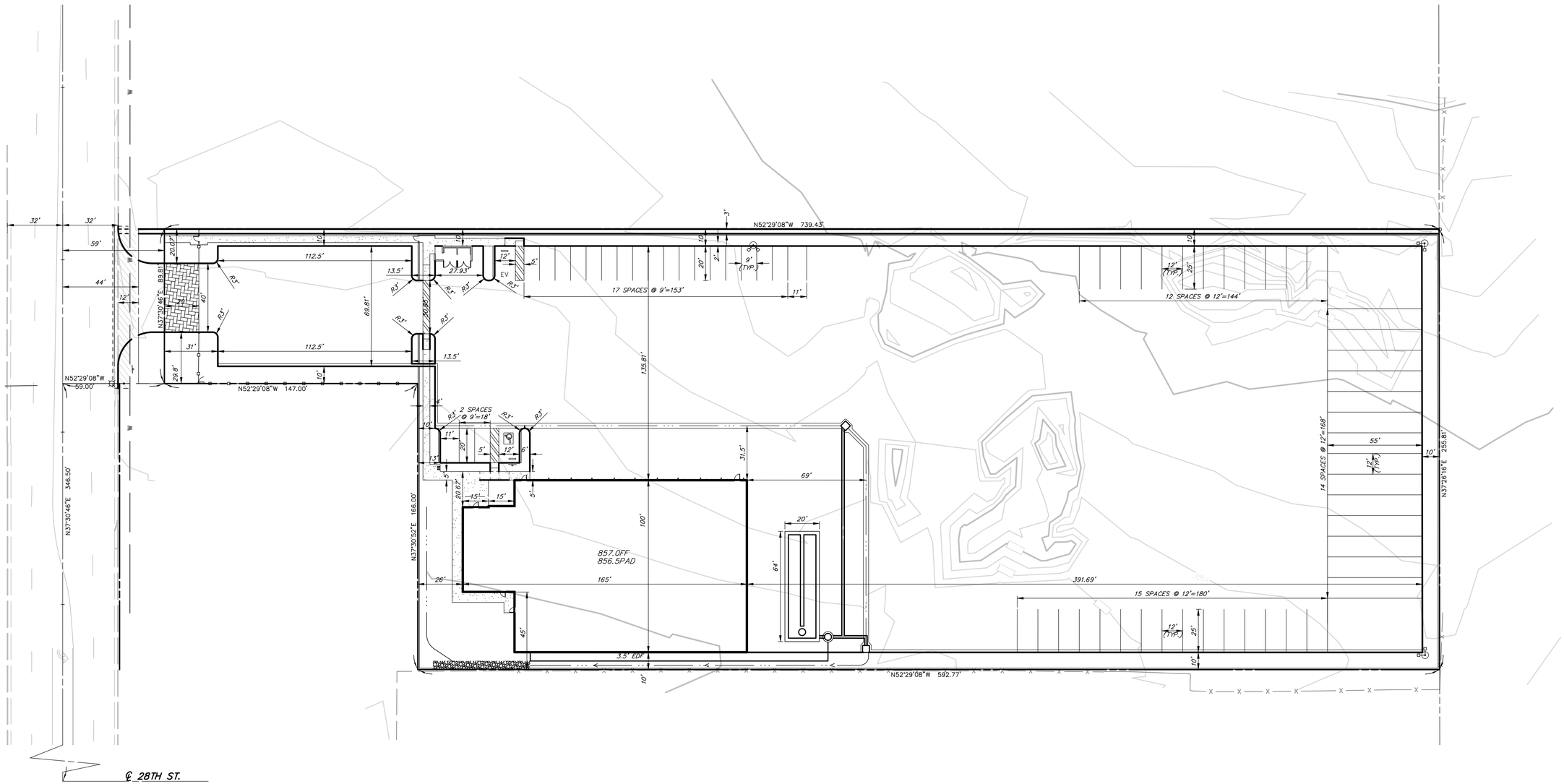
KEVIN J. RICHER
R.C.E. 43714 EXP. 03/31/2021
10/07/19
DATE

CITY OF JURUPA VALLEY
GRADING PLANS
SE CORNER OF RUBIDOUX BLVD. & 28TH STREET
PRECISE GRADING PLAN

ACCT. NO.
SHEET 4 OF 6
FOR
W.O.
CITY I. D. NO.
GP_____



CITY OF JURUPA VALLEY
ENGINEERING DEPARTMENT
APPROVE BY:

STEVE LORISO, P.E. DATE
R.C.E. 64701

CITY OF JURUPA VALLEY
ENGINEERING DEPARTMENTS
RECOMMENDED BY:

TINA YORK, DEVELOPMENT SERVICES MANAGER DATE
R.C.E. 46367

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BENCHMARK:
SEE ABOVE

BASIS OF BEARING:
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REGISTERED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

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PLANS PREPARED UNDER THE SUPERVISION OF:
KEVIN J. RICHER 10/07/19
R.C.E. 43714 EXP. 03/31/2021 DATE

WDID#: _____

CITY OF JURUPA VALLEY

GRADING PLANS

SE CORNER OF RUBIDOUX BLVD. & 28TH STREET

HORIZONTAL CONTROL PLAN

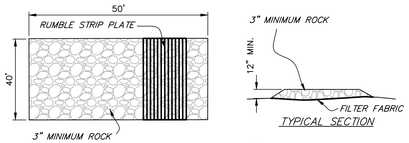
ACCT. NO.

SHEET 5 OF 6

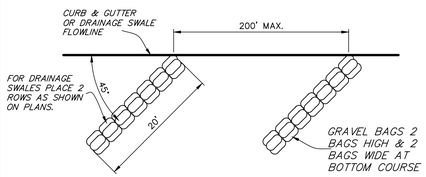
FOR

W.O.

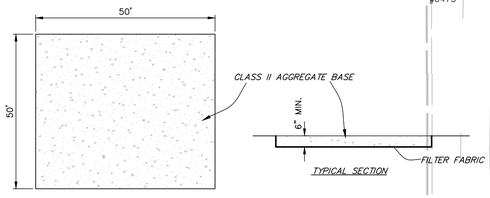
CITY I. D. NO.
GP_____



STABILIZED CONSTRUCTION ENTRANCE DETAIL (25)
NTS



GRAVEL BAG VELOCITY REDUCER (26)
NTS



CONSTRUCTION STAGING AREA DETAIL (27)
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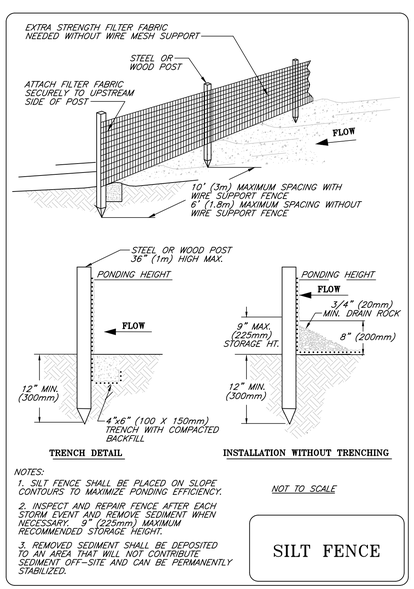

SILT FENCE DETAIL (28)
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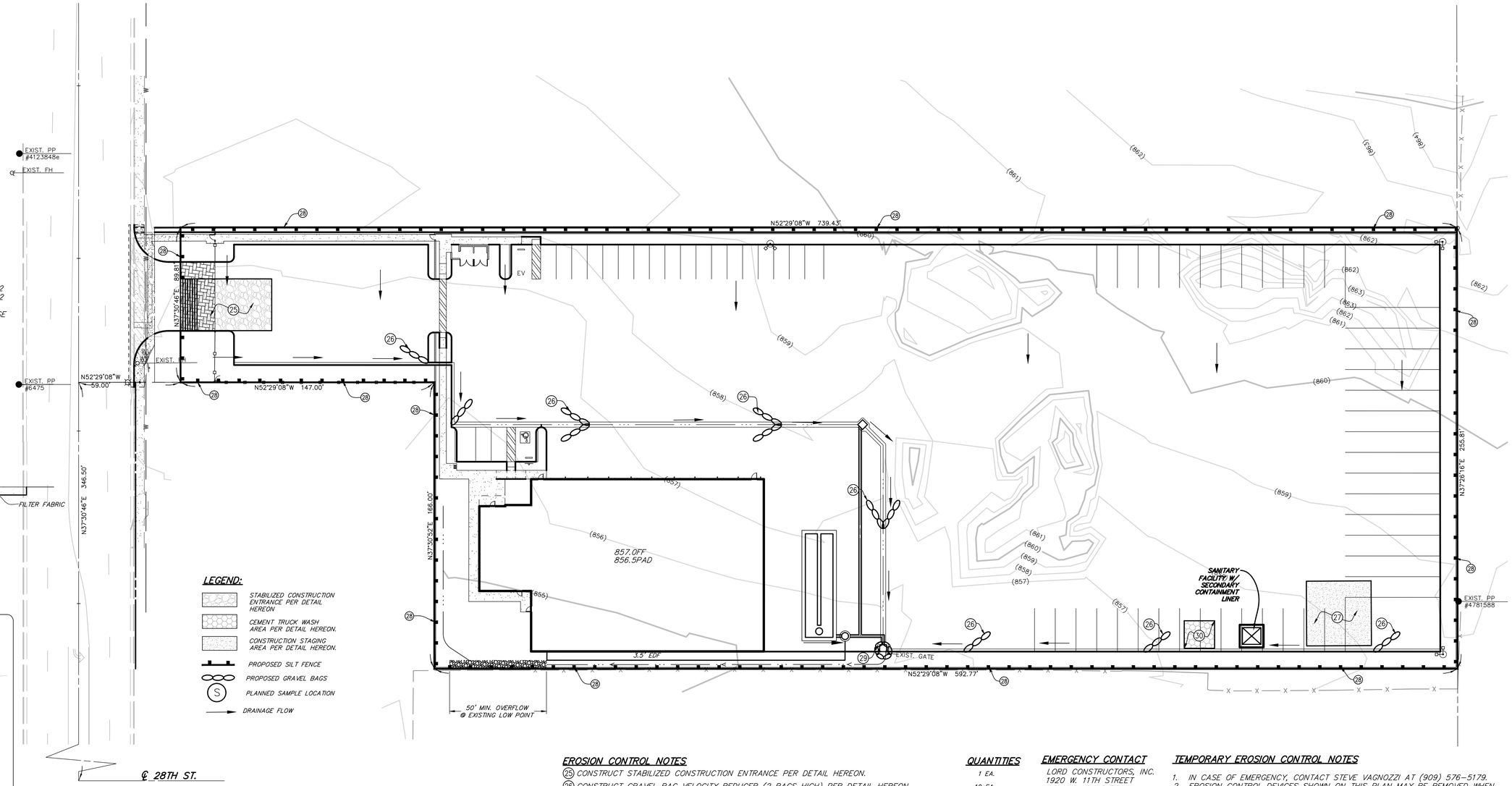
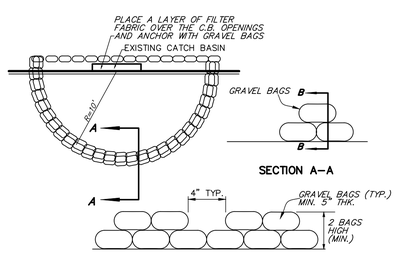
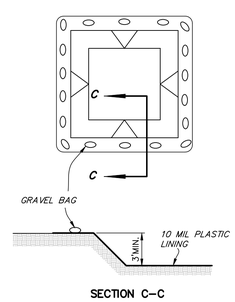


LEGEND:

- STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.
- CEMENT TRUCK WASH AREA PER DETAIL HEREON.
- CONSTRUCTION STAGING AREA PER DETAIL HEREON.
- PROPOSED SILT FENCE
- PROPOSED GRAVEL BAGS
- (S) PLANNED SAMPLE LOCATION
- DRAINAGE FLOW



CATCH BASIN CHECK DAM (29)
NTS



CONCRETE TRUCK WASHOUT DETAIL (30)
NTS

EROSION CONTROL NOTES

(25) CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.
(26) CONSTRUCT GRAVEL BAG VELOCITY REDUCER (2 BAGS HIGH) PER DETAIL HEREON.
(27) CONSTRUCT STAGING AREA PER DETAIL HEREON.
(28) CONSTRUCT SILT FENCE PER DETAIL HEREON.
(29) CONSTRUCT GRAVEL BAG CHECK DAM PER DETAIL HEREON.
(30) CONSTRUCT TRUCK WASHOUT PER DETAIL HEREON.

QUANTITIES

25	1 EA.
26	10 EA.
27	1 EA.
28	1960 L.F.
29	1 EA.
30	1 EA.

EMERGENCY CONTACT

LORD CONSTRUCTORS, INC.
1920 W. 11TH STREET
UPLAND, CA 91786
PHONE: 909-946-6729
FAX: 909-946-3626

STEVE VAGNOZZI
PHONE: (909) 576-5179

TEMPORARY EROSION CONTROL NOTES

1. IN CASE OF EMERGENCY, CONTACT STEVE VAGNOZZI AT (909) 576-5179.
2. EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE GRADING INSPECTOR IS THE GRADING OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
3. GRADED AREAS ADJACENT TO FILL SLOPES LOCATED AT THE SITE PERIMETER MUST DRAIN AWAY FROM THE TOP OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
4. ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WITHIN 24 HOURS AFTER EACH RAINSTORM.
5. A GUARD SHALL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN ANY DEVICE EXCEEDS TWO FEET. THE DEVICE SHALL BE DRAINED OR PUMPED DRY WITHIN 24 HOURS AFTER EACH RAINSTORM.
6. EXCEPT AS OTHERWISE APPROVED BY THE GRADING INSPECTOR, ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY OR ON WEEKENDS WHEN THE 5 DAY RAIN PROBABILITY FORECAST EXCEEDS 40.
7. ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFFSITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE GRADING INSPECTOR.
8. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE FIELD ENGINEER.
9. EROSION CONTROL DEVICES ARE TO BE MODIFIED AS NEEDED AS THE PROJECT PROGRESSES AND PLANS OF THESES CHANGES SUBMITTED FOR APPROVAL AS REQUIRED.
10. ALL RUNOFF SHALL BE DIRECTED TOWARDS EROSION CONTROL DEVICES DURING ALL STAGES OF CONSTRUCTION.

BENCHMARK:

R.C DESIGNATION: M.L.-8-5-64
SOUTHWEST CORNER OF RUBIDOUX BOULEVARD AND 24TH STREET, 48.0 FT. SOUTHWEST OF 24TH STREET, 34.0 FT. NORTHWEST OF RUBIDOUX BOULEVARD, 2.0 FT. NORTH OF POWER POLE #207886, A BRASS DISK SET IN THE TOP OF A ONCRETE POST AND MARKED 8-5-64.

ELEV. 851.503
DATED 5-71

BASIS OF BEARING:

THE BEARINGS SHOWN NORTH 37° 30' 46" EAST ARE BASED ON THE BEARING OF THE CENTERLINE OF RUBIDOUX BOULEVARD PER RECORD OF SURVEY RECORDED IN BOOK 127, PAGE 65 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

30 0 30 60 90
SCALE: 1"=30'

WDID#: _____

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EMAIL: ENGINEERING@JURUPAVALLEY.ORG

IMPORTANT NOTE:
THE IMPROVEMENT PLANS ARE APPROVED FOR A PERIOD OF TWO (2) YEARS FROM THE DATE SIGNED BY THE CITY ENGINEER. AFTER THE TWO (2) YEAR PERIOD HAS LAPSED, THE ENGINEER OF RECORD MAY BE REQUIRED TO SUBMIT AND PROCESS FOR CITY ENGINEER APPROVAL, UPDATED PLANS THAT COMPLY WITH THE MOST CURRENT CITY STANDARDS, PRACTICES, AND POLICIES.

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.O.R.	REVISION			

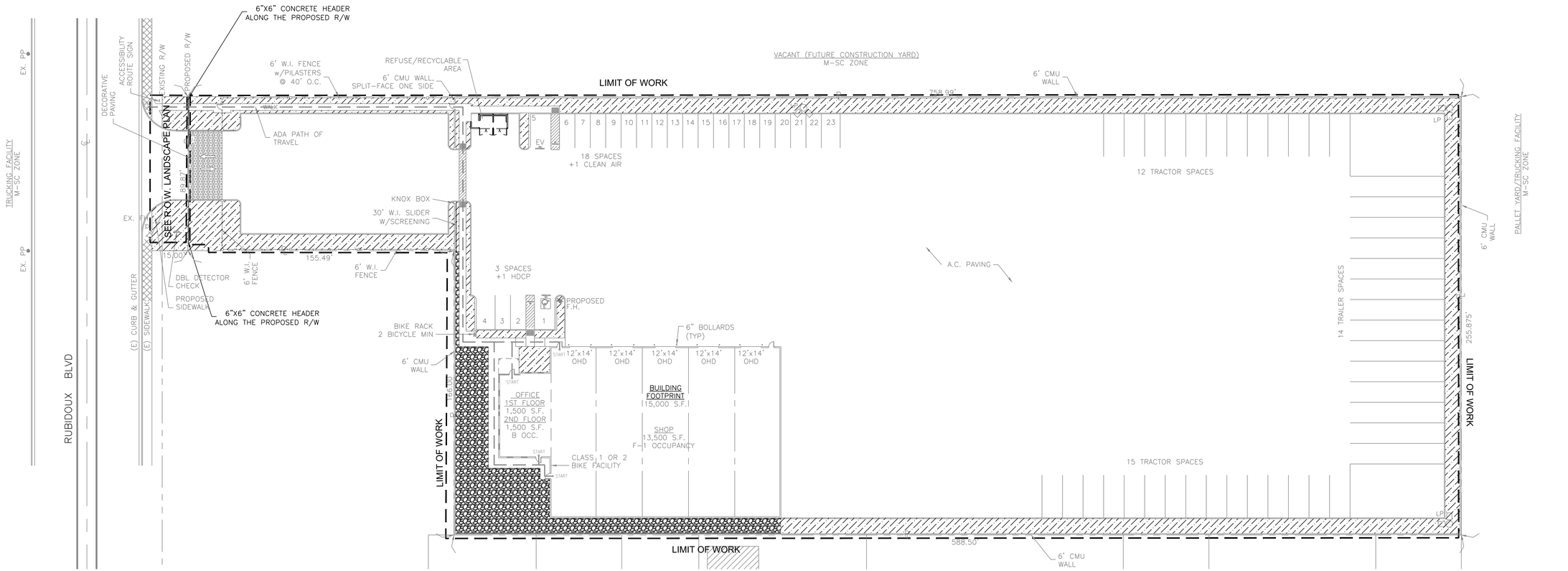
BENCHMARK:
SEE ABOVE
BASIS OF BEARING:
SEE ABOVE

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
No. 43714
Exp. 3/31/2021
CIVIL
STATE OF CALIFORNIA

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 - FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING
PLANS PREPARED UNDER THE SUPERVISION OF:
KEVIN J. RICHER
R.C.E. 43714 EXP. 03/31/2021
10/07/19
DATE

CITY OF JURUPA VALLEY
GRADING PLANS
SE CORNER OF RUBIDOUX BLVD. & 28TH STREET
EROSION CONTROL PLAN

ACCT. NO.
SHEET 6 OF 6
FOR
W.O.
CITY I. D. NO.
GP_____



NORTH

0 30 60 90 feet

SCALE: 1" = 30'

LANDSCAPE SCHEDULE

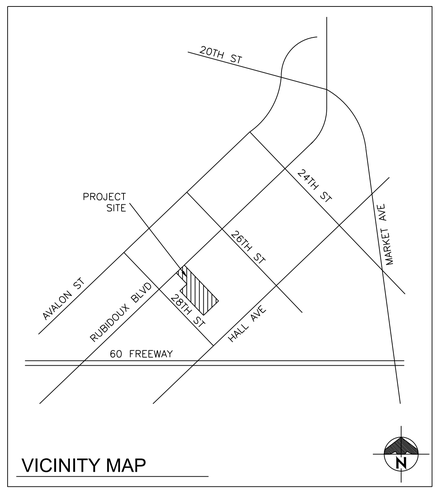
SYM.	DESCRIPTION	COLOR/ FINISH	SIZE	QUANTITY	NOTES
	3" LAYER MEDIUM GRIND MULCH	BROWN		15,440 S.F.	ALL PLANTING AREAS ARE TO BE MULCHED
	CRUSHED GRAVEL	GRAY	3/4"	4,790 S.F.	OVER FILTER FABRIC

SUMMARY COVERAGE

TOTAL AREA	165,906 S.F.
TOTAL LANDSCAPE AREA	20,230 S.F. (12%)
TOTAL TREES ON-SITE	53

I agree to comply with the criteria and requirements of the City of Jurupa Valley Water Use Efficient Landscape Ordinance and submit a complete landscape documentation package.

Applicant/Landscape Architect (Signature) Date



VICINITY MAP

SOLTIS
869 W. 9th St.
Upland, Ca 91786
P. 909.346.1111
chris@soltislandscape.com
dbenson@soltislandscape.com

REGISTERED LANDSCAPE ARCHITECT
DAVID R. BENSON
3536
SIGNATURE
04/2021
RENEWAL DATE
DATE
STATE OF CALIFORNIA

PROJECT OWNER:
LORD CONSTRUCTORS, INC.
1920 W. 11TH STREET
UPLAND, CA 91786

PROJECT TITLE:
HAVANA INVESTMENT GROUP
RUBIDOUX BLVD.
JURUPA VALLEY, CA
APN:178-222-010
MA 18239

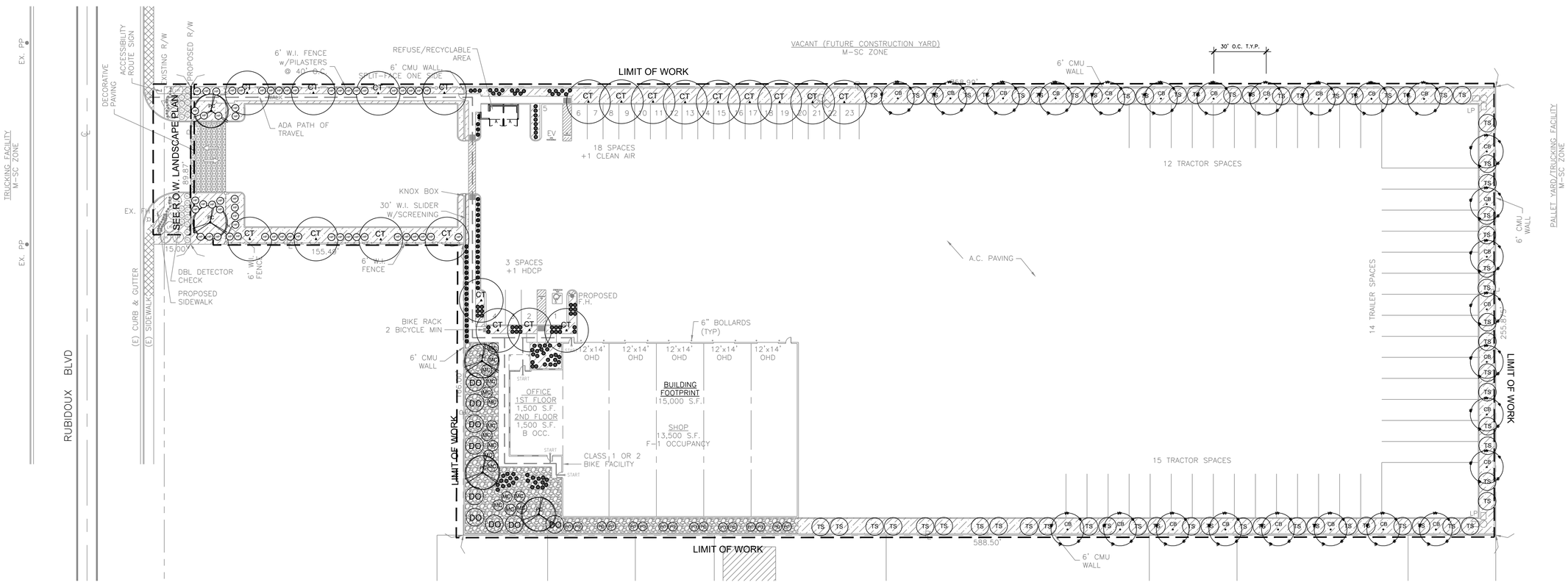
NO.	REVISIONS
1	

SHEET TITLE:
CONCEPTUAL CONSTRUCTION PLAN

DRAWN BY:D.L.W.
CHECKED BY: C.M.S./D.R.B.
DATE: 10/03/2019
JOB NO: DD2018-045

SHEET:
1

SHEETS 1 OF 3



NORTH

0 30 60 90 feet

SCALE: 1" = 30'

TREE SCHEDULE

	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION	WUCOLS
CT	21	CHITALPA T. 'PINK DAWN'	PINK DAWN CHITALPA	15 GAL	STD	LOW
PC	5	PROSOPIS CHILENSIS	THORNLESS CHILEAN MESQUITE	15 GAL	STD	LOW
CB	27	CHILOPSIS LINEARIS 'BURGUNDY'	DEEP PURPLISH FLOWERING DESERT WILLOW	15 GAL	MULTI	LOW

SHRUB SCHEDULE

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	104	ALOE 'BLUE ELF'	BLUE ELF ALOE	1 GAL	L
HP	56	HESPERALOE PARVIFLORA	RED YUCCA	1 GAL	L
MC	16	MUHLENBERGIA CAPILLARIS	PINK MUHLY	1 GAL	L
	40	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL	L
TS	64	TECOMA STANS	YELLOW TRUMPET FLOWER	5 GAL	L
PO	15	PODOCARPUS MACROPHYLLUS 'MAKI'	SHRUBBY YEW PODOCARPUS	5 GAL	M
DO	9	DODONAEA VISCOSA 'PURPUREA'	PURPLE HOPSEED BUSH	5 GAL	L

VINE SCHEDULE

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	DESCRIPTION
	1	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	1 GAL	M	STAKED

Reference Evapotranspiration (Eto) 59.25 — Industrial

Hydrozone # / Planting descriptions	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (Sq.Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)
Regular Landscape Area							
Planting Areas (Low)	0.3	Drip	0.9	0.33	18,980.00	6,327	232,410
Planting Areas (Medium)	0.6	Drip	0.9	0.33	1,250.00	413	15,153
							-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
			1	0.00		-	-
Regular Landscape Area Totals:					20,230	6,739	
Special Landscape Area							
				1		-	-
				1		-	-
				1		-	-
Special Landscape Area Totals:					0	0	
						ETWU Total:	**247,563**
Maximum Allowed Water Allowance (MAWA)							
Over All Landscape Area Totals:					20,230	**MAWA Total:**	**334,417**

[a] ***Hydrozone #/ Planting Description***
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b] ***Irrigation Method***
overhead spray or drip

[c] ***Irrigation Efficiency***
0.75 for spray
0.81 for drip

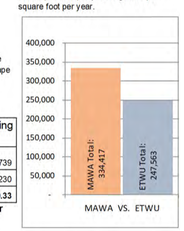
[d] ***ETWU* (Annual Gallons Required) =**
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that acre-inches per acre per year to gallons per square foot per year.

[e] ***MAWA (Annual Gallons Allowed) =*** *(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 or residential areas and 0.45

ETAF Calculations

Regular Landscape Area		All Landscape Area (Including special landscape area)	
Total ETAF x Area	6,739	Total ETAF x Area	6,739
Total Area	20,230	Total Area	20,230
Average ETAF	**0.33**	**Sitewide ETAF**	**0.33**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.



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DAVID R. BENSON
3536
SIGNATURE
04/2021
RENEWAL DATE
DATE
STATE OF CALIFORNIA

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NO.	REVISIONS
1	

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DRAWN BY:D.L.W.

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DATE: 10/03/2019

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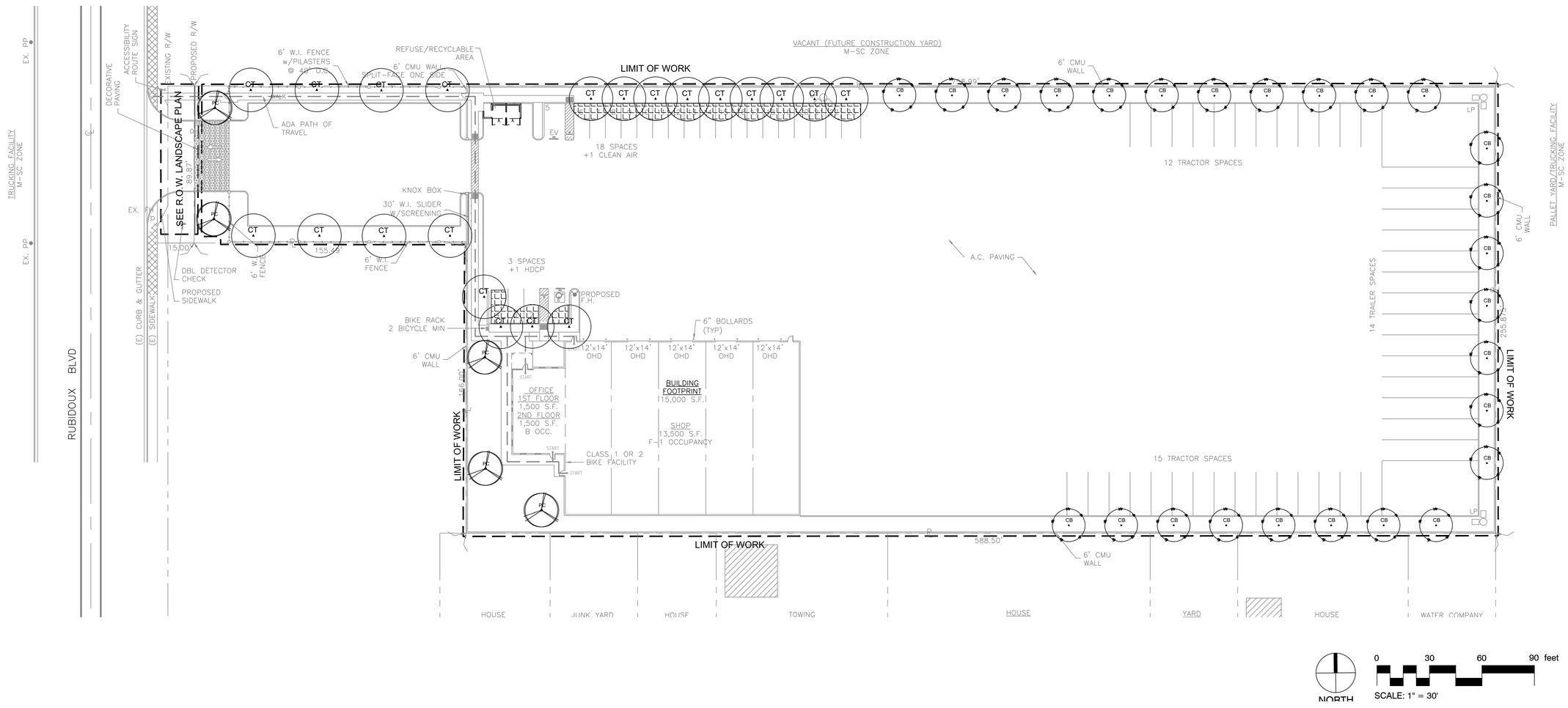
SHEET:
2

SHEETS 2 OF 3



NORTH

0 30 60 90 feet

SCALE: 1" = 30'

TREE SHADING LEGEND

PARKING AREA SHADED BY TREES

TOTAL PARKING AREA: 4,094 S.F. (EXCLUDES DRIVE AISLES)

23 PARKING SPACES 40% SHADING REQUIRED FOR UNCOVERED AREAS: 1,638 S.F.
PARKING AREA SHADED BY TREES: 1,847 S.F. (>40% OF UNCOVERED PARKING AREA)

TREE SIZE SHOWN AT 15 YEARS MATURITY, PER JURUPA VALLEY MUNICIPAL CODE

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JURUPA VALLEY, CA
APN:178-222-010
MA 18239

NO.	REVISIONS
1	

SHEET TITLE:

CONCEPTUAL SHADE PLAN

DRAWN BY:D.L.W.

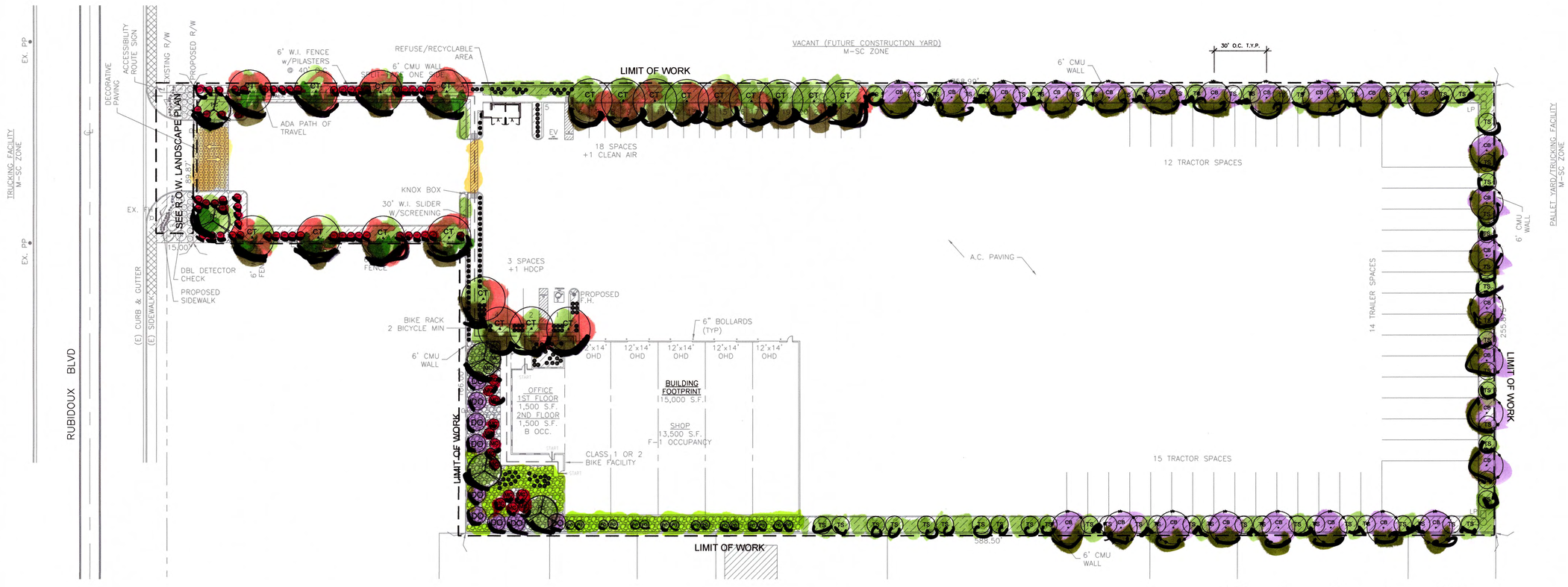
CHECKED BY: C.M.S./D.R.B.

DATE: 10/03/2019

JOB NO: DD2018-045

SHEET:
3

SHEETS 3 OF 3



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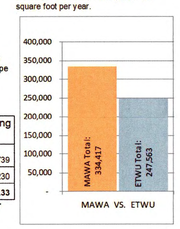

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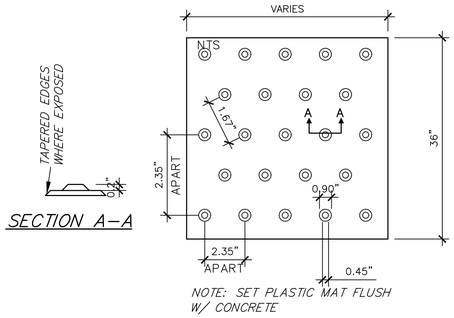
SHEET:
2

SHEETS 2 OF 3

DETECTABLE WARNING SURFACE NOTES:

1. TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL HAVE A DIAMETER OF 0.9 TO 0.92 INCHES, A TOP DIAMETER OF 0.45 TO 0.47 INCHES, AND A HEIGHT OF 0.18 TO 0.22 INCHES. SECTION 11B–705.1.1.1, FIGURE 11B–705.1
2. DETECTABLE WARNING SURFACES SHALL BE VISUALLY CONTRAST LIGHT–ONDARK OR DARK–ON–LIGHT WITH ADJACENT WALKING SURFACES OR BE SEPARATED FROM ADJACENT SURFACES BY A 1" WIDE BLACK STRIP. MATERIAL USED TO PROVIDE CONTRAST SHALL BE INTEGRAL PART OF THE SURFACE. SECTION 11B–705.1.1.3
3. DETECTABLE WARNING SURFACES SHALL BE YELLOW CONFORMING TO FS33538 OF FEDERAL STANDARD 595C EXCEPT AT CURB RAMPS, ISLANDS OR CUT–THROUGH MEDIANS. SECTION 11B–705.1.1.5
4. ON PERPENDICULAR CURB RAMPS, DETECTABLE WARNINGS SHALL BE LOCATED SO THE EDGE NEAREST THE CURB IS 6 TO 8 INCHES FROM THE LINE AT THE FACE OF THE CURB MARKING THE TRANSITION BETWEEN THE CURB AND THE GUTTER, STREET OR HIGHWAY. SECTION 11B–247.1.2.2, 11B–705.1.2.2
5. WALKS THAT CROSS OR ADJOIN A ROUTE PROVIDED FOR VEHICULAR TRAFFIC, SUCH AS IN A STREET, DRIVEWAY, OR PARKING FACILITY, SHALL BE SEPARATED BY DETECTABLE WARNINGS, CURBS, RAILINGS OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND VEHICULAR AREAS. SECTION 11B–247.1.2.5, 11B–705.1.2.5
6. CURB RAMPS SHALL HAVE DETECTABLE WARNINGS THAT EXTEND 36 INCHES IN THE DIRECTION OF TRAVEL FOR THE FULL WIDTH OF THE RAMP RUN EXCLUDING ANY FLARED SIDES. 11B–247.1.2.2 AND 11B–705.1.2.2
7. ON PERPENDICULAR CURB RAMPS, DETECTIBLE WARNINGS SHALL BE LOCATED SO THE EDGE NEAREST THE CURB IS 6–8 INCHES FROM THE LINE AT THE FACE OF THE CURB MARKING THE TRANSITION BETWEEN THE CURB AND THE CUTTER, STREET, OR HIGHWAY. 11B–247.1.2.2



1 TRUNCATED DOMES
NTS

TACTILE EXIT SIGNAGE

FOR ALL PURPOSES OF SECTION 11B–703.4, THE TERM "TACTILE EXIT SIGNAGE" SHALL MEAN THOSE REQUIRED SIGNS THAT COMPLY WITH SECTION 11B–703.4
TACTILE EXIT SIGNAGE SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS:

1. EACH GRADE–LEVEL EXTERIOR DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT WITH THE WORD "EXIT".

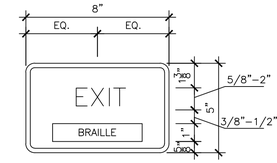
2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE–LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE:
   A: "EXIT STAIR DOWN"
   B: "EXIT RAMP DOWN"
   C: "EXIT STAIR UP"
   D: "EXIT RAMP UP"

3. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE–LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE"

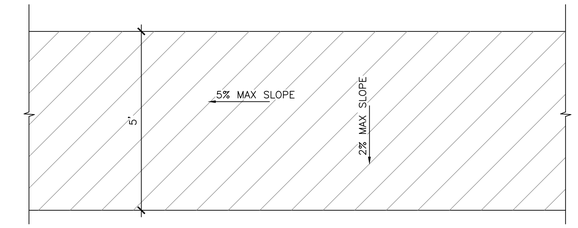
4. EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE"

5. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT"

6. TACTILE CHARACTERS ON SIGNS SHALL BE LOCATED 48" MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE, MEASURED FROM THE BASELINE OF THE LOWEST TACTILE CHARACTER BRAILLE CELLS AND 60" MAXIMUM ABOVE THE FINISHED FLOOR OR GROUND SURFACE, MEASURE FROM THE BASELINE OF THE HIGHEST TACTILE CHARACTER LINE OF RAISED CHARACTERS. 11B–703.4.1



2 TACTILE SIGNAGE DETAIL
SCALE: 3" = 1'–0"



3 HANDICAP PATH OF TRAVEL
SCALE: NONE

HANDICAP PARKING NOTES

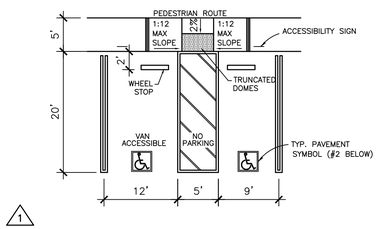
1. EACH ACCESSIBLE PARKING SPACE SHALL BE:
   a. A LEVEL ≥ 216" LONG BY ≥ 144" WIDE PARKING SPACE WITH A ≥ 5' WIDE ACCESS AISLE OR ≥ 8' FOR VAN SPACES. LOCATE ACCESS AISLE ON PASSENGER SIDE OF SINGLE VEHICLE OR VAN PARKING SPACE. 11B–502
   b. A 1 TO 50 PER FOOT (2%) SLOPE IN ANY DIRECTION. 11B–502
   c. ADA 4.6.6 PROHIBITS CURB RAMPS TO EXTEND INTO ACCESS AISLE OR PARKING SPACE
   d. INSTALL WHEEL STOPS OR POSTS TO PREVENT ENCROACHMENT OF VEHICLES INTO REQUIRED WIDTH OF SIDEWALKS IN FRONT OF A VEHICLE. PROVIDE A ≥ 60" WIDE SIDEWALK IF CURB IS USED AS A WHEELSTOP. PER SECTION 11B–502
   e. LOCATE ACCESSIBLE PARKING SPACES AS NEAR AS PRACTICAL TO PRIMARY ENTRANCES OF FACILITY(S) AND PROVIDE A COMPLYING PATH OF TRAVEL FROM ACCESSIBLE PARKING SPACE TO COMPLYING ENTRANCE, NOT REQUIRING A PERSON TO TRAVEL BEHIND PARKED VEHICLES OTHER THAN THEIR OWN. PER SECTION 11B–502

2. EACH ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY:
   a. A ≥ 70 SQ. IN. REFLECTORIZED SIGN WITH PROFILE VIEW OF PERSON IN A WHEELCHAIR, WHITE ON DARK BLUE, POSTED ≥ 80" A.F.F., ADJACENT TO AND VISIBLE FROM EACH DESIGNATED PARKING SPACE OR ≥ 36" A.F.F. IF WALL MOUNTED. ALSO, EACH ACCESSIBLE PARKING SPACE SHALL HAVE A SURFACE IDENTIFICATION WITH ONE OF THE FOLLOWING SCHEMES:
      1. OUTLINGING THE STALL IN BLUE, AND PLACING A PROFILE VIEW OF A WHEELCHAIR WITH OCCUPANT IN WHITE OR CONTRASTING COLOR AT THE REAR OF THE PARKING SPACE
      2. OUTLINING A 36"x36" PROFILE VIEW OF A WHEELCHAIR WITH OCCUPANT IN WHITE ON BLUE BACKROUND. LOCATE PROFILE VIEW SO IT IS VISIBLE TO A TRAFFIC OFFICER WHEN A VEHICLE IS PARKED IN THE SPACE. PER CBC 11B–502.6.4

3. ACCESS AISLES SHALL BE MARKED WITH A BLUE PAINTED BORDERLINE AROUND THEIR PERIMETER. THE ARE WITHIN THE BLUE BORDERLINES SHALL BE MARKED WITH HATCHED LINES A MAXIMUM OF 36" ON CENTER IN A COLOR CONTRASTING WITH THAT OF THE AISLE SURFACE, PREFERABLY BLUE OR WHITE. THE WORDS "NO PARKING" SHALL BE PAINTED ON THE SURFACE WITHIN EACH ACCESS AISLE IN WHITE LETTERS A MINIMUM OF 12" IN HEIGHT AND LOCATED TO BE VISIBLE FROM THE ADJACENT VEHICULAR WAY. ACCESS AISLE MARKINGS MAY EXTEND BEYOND THE MINIMUM REQUIRED LENGTH. SECTION 11B–502.3.3, FIGURE 11B–502.3.3
4. CURB RAMPS AND THE FLARED SIDES OF CURB RAMPS SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES, PARKING SPACES, OR PARKING ACCESS AISLES. CURB RAMPS AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITH THE MARKINGS, EXCLUDING ANY FLARED SIDES. CBC 11B–406.5.1
5. LANDINGS SHALL BE PROVIDED AT THE TOPS OF CURB RAMPS AND BLENDED TRANSITIONS. THE LANDING CLEAR LENGTH SHALL BE 48 INCHES MINIMUM. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE CURB RAMP, EXCLUDING ANY FLARED SIDES, OR THE BLENDED TRANSITION LEADING TO THE LANDING. THE SLOPE OF THE LANDING IN ALL DIRECTIONS SHALL BE 1:48 MAXIMUM. CBC 11B–406.5.3
6. COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO AND WITHIN 24 INCHES OF THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20. THE ADJACENT SURFACES AT TRANSITIONS AT CURB RAMPS TO WALKS, GUTTERS, AND STREETS SHALL BE AT THE SAME LEVEL. CBC 11B–406.5.8

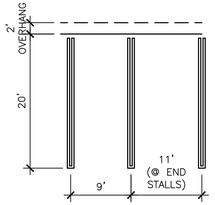
PARKING NOTES

1. WHERE PARKING SPACES ARE PROVIDED, ACCESSIBLE PARKING SPACES SHALL BE PROVIDED IN NUMBER AND KIND REQUIRED PER SECTION 11B–208
2. ONE IN EVERY SIX OR FRACTION OF SIX PARKING SPACES REQUIRED BY SECTION 11B–208.2 MINIMUM NUMBER, BUT NOT LESS THAN ONE, SHALL BE SERVED BY AN ACCESS AISLE 96" WIDE MINIMUM PLACED ON THE SIDE OPPOSITE THE DRIVER'S SIDE WHEN THE VEHICLE IS GOING FORWARD INTO THE PARKING SPACE AND SHALL BE DESIGNATED "VAN ACCESSIBLE". ALL SUCH SPACES MAY BE GROUPED ON ONE LEVEL OF A PARKING STRUCTURE. SECTION 11B–208.2.4, 11B–502, FIG 11B–502, 11B–502.3, 11B–502.3.3
3. IN BUILDING WITH MULTIPLE ACCESSIBLE ENTRANCES WITH THE ADJACENT PARKING, ACCESSIBLE PARKING SPACES COMPLYING WITH SECTION 11B–502 PARKING SPACES SHALL BE DISPERSED AND LOCATED CLOSET TO THE ACCESSIBLE ENTRANCES. SECTION 11B–208.3.1
4. ACCESS AISLES SHALL BE MARKED WITH A BLUE PAINTED BORDERLINE AROUND THEIR PERIMETER. THE AREA WITHIN THE BLUE BORDERLINES SHALL BE MARKED WITH HATCHED LINES A MAXIMUM OF 36 INCHES ON CENTER IN A COLOR CONTRASTING WITH THAT OF THE AISLE SURFACE, PREFERABLY BLUE OR WHITE. THE WORDS "NO PARKING" SHALL BE PAINTED ON THE SURFACE WITHIN EACH ACCESS AISLE IN WHITE LETERS A MINIMUM OF 12 INCHES IN HEIGHT AND LOCATED TO BE VISIBLE FROM THE ADJACENT VEHICULAR WAY. ACCESS AISLE MARKINGS MAY EXTEND BEYOND THE MINIMUM REQUIRED LENGTH. SECTION 11B–502.3.3, FIGURE 11B–502.3.3
5. PARKING SPACES AND ACCESS AISLES SERVING THEM SHALL COMPLY WITH SECTION 11B–302 FLOOR OR GROUND SURFACES. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE PARKING SPACES THEY SERVE. CHANGES IN LEVEL ARE NOT PERMITTED. SECTION 11B–502.4



1
4 HANDICAPPED PARKING STANDARD
SCALE: N.T.S.

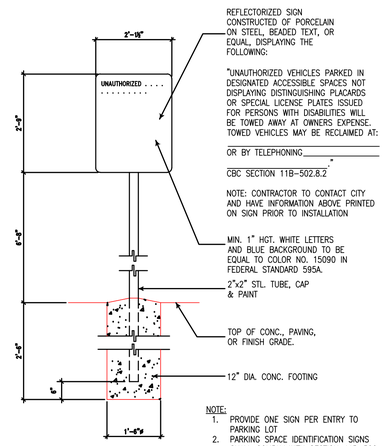
NOTE: UNLOADING SPACE BETWEEN ACCESSIBLE PARKING SPACE'S SHALL INDICATE THE WORDS: "NO PARKING" PAINTED IN WHITE LETTERS NO LESS THAN 12" HIGH.



1
5 STANDARD PARKING STALL
SCALE: N.T.S.

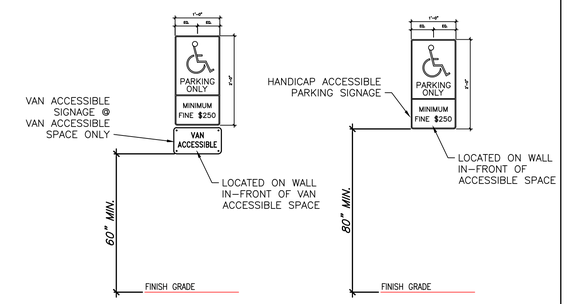
PARKING SIGNAGE NOTES

1. PARKING SPACE IDENTIFICATION SIGNS SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY COMPLYING WITH SECTION 11B–703.7.2.1 INTERNATIONAL SYMBOL OF ACCESSIBILITY, SECTION 11B–502.6, FIGURE 11B–703.7.2.1
2. SIGNS IDENTIFYING VAN PARKING SPACES SHALL CONTAIN ADDITIONAL LANGUAGE OR AN ADDITIONAL SIGN WITH THE DESIGNATION "VAN ACCESSIBLE", SIGNS SHALL BE 60" MINIUM ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE BOTTOM OF THE SIGN. SECTION 11B–502.6
3. PARKING IDENTIFICATION SIGNS SHALL BE REFLECTORIZED WITH A MINIMUM AREA OF 70 SQUARE INCHES. SECTION 11B–502.6.1
4. ADDITIONAL LANGUAGE OR AN ADDITIONAL SIGN BELOW THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL STATE "MINIMUM FINE $250". SECTION 11B–502.6.2
5. A PARKING SPACE IDENTIFICATION SIGN SHALL BE VISIBLE FROM EACH PARKING SPACE. SIGNS SHALL BE PERMANENTLY POSTED EITHER IMMEDIATELY ADJACENT TO THE PARKING SPACE OR WITHIN THE PROJECTED PARKING SPACE. WIDTH AT THE HEAD END OF THE PARKING SPACE. SIGNS MAY ALSO BE PERMANENTLY POSTED ON A WALL AT THE INTERIOR END OF THE PARKING SPACE. SECTION 11B–502.6.3
6. AN ADDITIONAL SIGN SHALL BE POSTED EITHER; 1) IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO AN OFF–STREET PARKING FACILITY 2) IMMEDIATELY ADJACENT TO ON–SITE ACCESSIBLE PARKING AND VISIBLE FROM EACH PARKING SPACE. SECTION 11B–502.8
   6.1. THE ADDITIONAL SIGN SHALL NOT BE LESS THAN 17" WIDE BY 22" HIGH. SECTION 11B–502.8.1

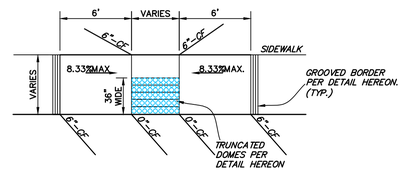


NOTE:
1. PROVIDE ONE SIGN PER ENTRY TO PARKING LOT
2. PARKING SPACE IDENTIFICATION SIGNS SHALL COMPLY WITH SECTION 11B–502

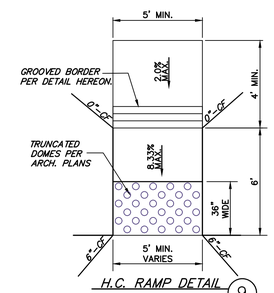
6 HANDICAPPED SIGNAGE
1"=1'–0"



7 VAN/HANDICAP ACCESSIBLE SIGNAGE
NTS



H.C. RAMP DETAIL 8
NTS



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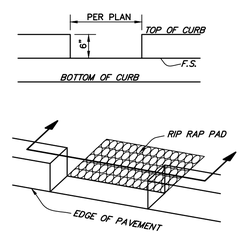
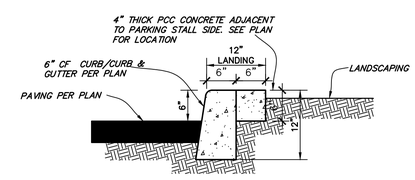
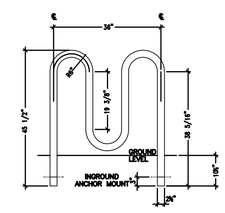


CURB OMISSION DETAIL 10
NTS



1
6" CURB WITH CONCRETE LANDING 11
NTS



1
BIKE RACK DETAIL 12
NTS

REVISIONS

10/2/19	REVISION 1

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1920 West Eleventh Street
Upland, California 91786

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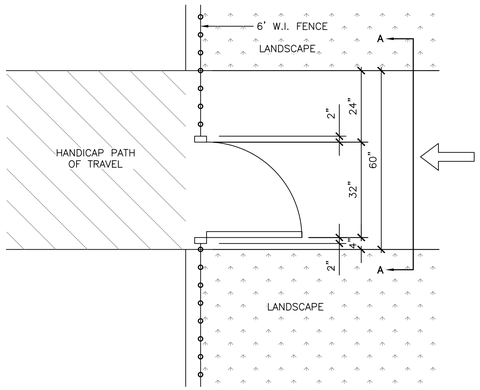
DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

DRAWING TITLE:
SITE PLAN NOTES
SCALE: AS SHOWN

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12–31–19
CIVIL
STATE OF CALIFORNIA

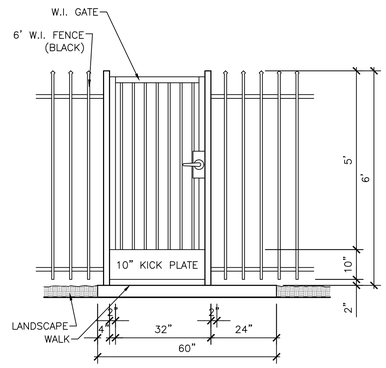
Date: 1/22/20
Drawn By: DH
Job: DAVER RODRIGUEZ
Job No.: L–868 ABC–
Sheet: A0.2
of Sheets



HANDICAP GATE DETAIL

SCALE: 1/2" = 1'-0"

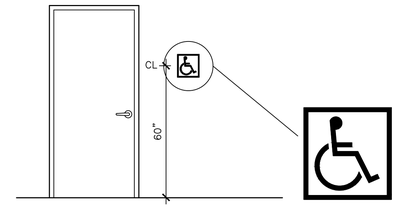
NOTE: DETAIL ACCESSIBILITY AT GATE
PER 1133B.1.1.1.4



(AA) HANDICAP GATE ELEVATION

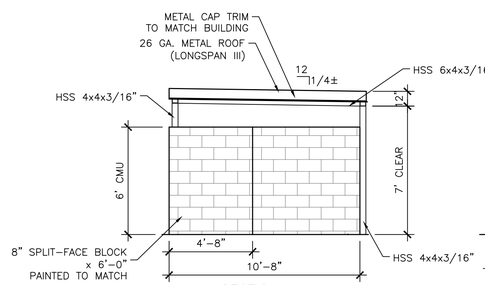
SCALE: 1/2" = 1'-0"

NOTE: DETAIL ACCESSIBILITY AT GATE
PER 1133B.1.1.1.4

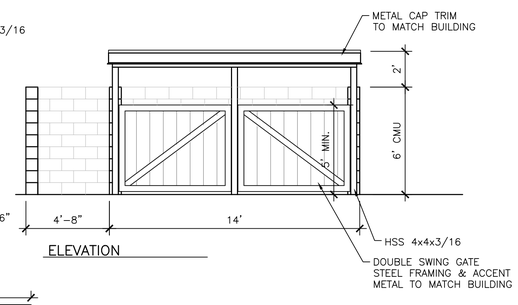


WHERE A TACTILE SIGN IS PROVIDED AT A DOOR, THE SIGN SHALL BE LOCATED ALONGSIDE THE DOOR AT THE LATCH SIDE. WHERE A TACTILE SIGN IS PROVIDED AT A DOUBLE DOORS WITH ONE ACTIVE LEAF, THE SIGN SHALL BE LOCATED ON THE INACTIVE LEAF. WHERE A TACTILE SIGN IS PROVIDED AT A DOUBLE DOOR WITH TWO ACTIVE LEAFS, THE SIGN SHALL BE LOCATED TO THE RIGHT OF THE RIGHT HAND DOOR. WHERE THERE IS NO WALL SPACE A THE LATCH SIDE OF A SINGLE DOOR OR AT THE RIGHT SIDE OF DOUBLE DOORS, SIGNS SHALL BE LOCATED ON THE NEAREST ADJACENT WALL. SIGNS CONTAINING TACTILE CHARACTERS SHALL BE LOCATED SO THAT A CLEAR FLOOR SPACE OF 18" MINIMUM BY 18" MINIMUM, CENTERED ON THE TACTILE CHARACTERS, IS PROVIDED BEYOND THE ARC OF ANY DOOR SWING BETWEEN THE CLOSED POSITION AND 45 DEGREE OPEN POSITION. WHERE PERMANENT IDENTIFICATION SIGNAGE IS PROVIDED FROM ROOMS AND SPACES THEY SHALL BE LOCATED ON THE APPROACH SIDE OF THE DOOR AS ONE ENTERS THE ROOM OR SPACE. SIGNS THAT IDENTIFY EXITS SHALL BE LOCATED ON THE APPROACH SIDE OF THE DOOR AS ONE EXITS THE ROOM OR SPACE. 11B-703.4.2

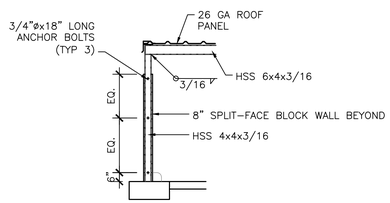
ACCESSIBLE ENTRY



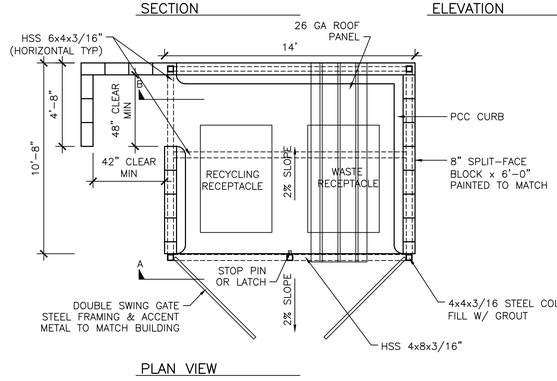
SECTION



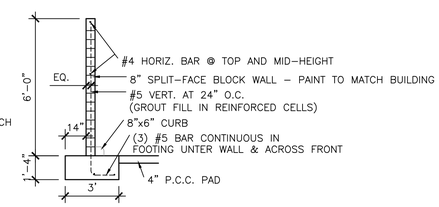
ELEVATION



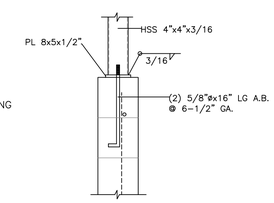
(A) WALL DETAIL



PLAN VIEW



WALL SECTION



(B) CONCECTION DETAIL

(1) TRASH ENCLOSURE DETAILS

SCALE: 1/4" = 1'-0"

REVISIONS

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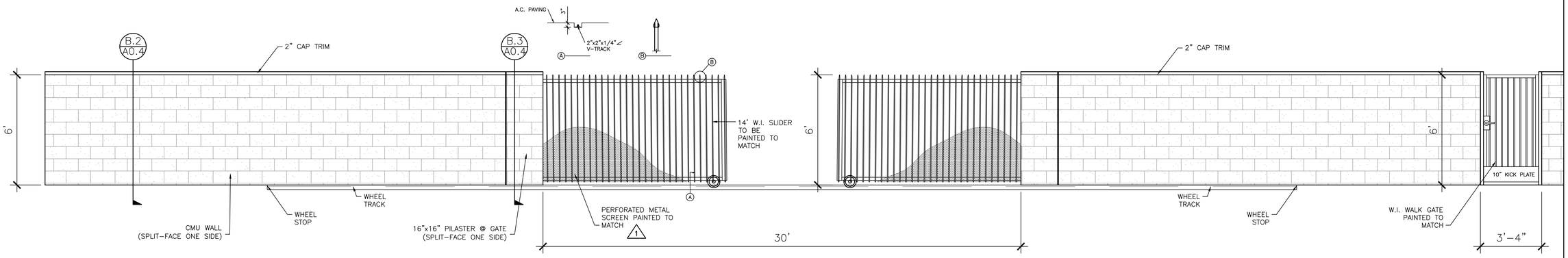
DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

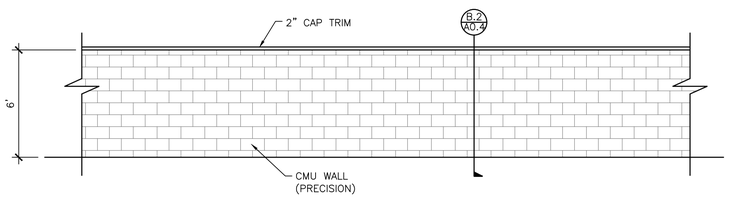
DRAWING TITLE:
SITE DETAILS
SCALE: AS SHOWN

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-19
CIVIL
STATE OF CALIFORNIA

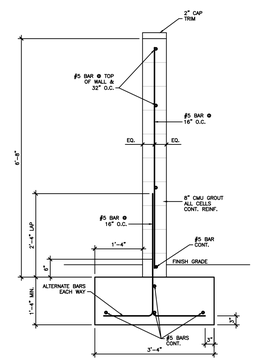
Date: 1/22/20
Drawn By: DH
Job: DAVER RODRIGUEZ
Job No.: L-868 ABC-
Sheet: A0.3
of Sheets



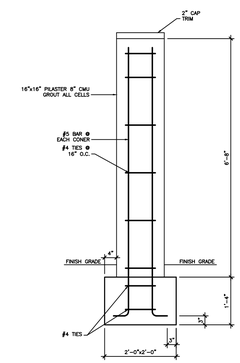
A GATE/WALL DETAIL
SCALE: 3/8" = 1'-0"



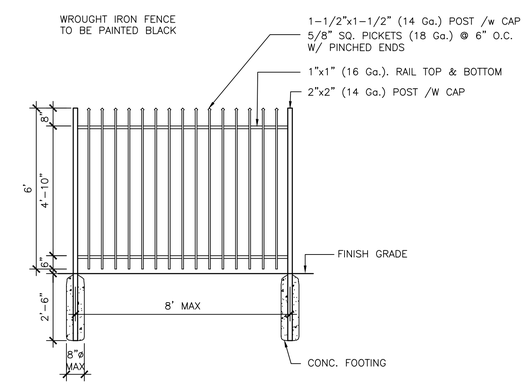
B 6' BLOCK WALL ELEVATION
SCALE: 1/4" = 1'-0"



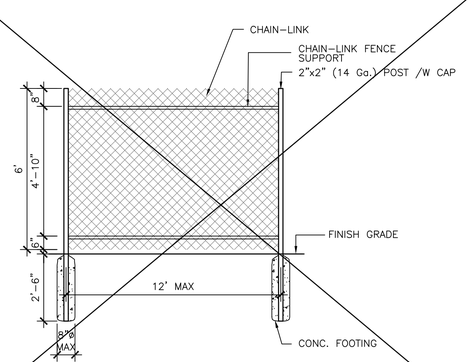
B.2 SITE BLOCK WALL DETAIL
SCALE: 1" = 1'-0"



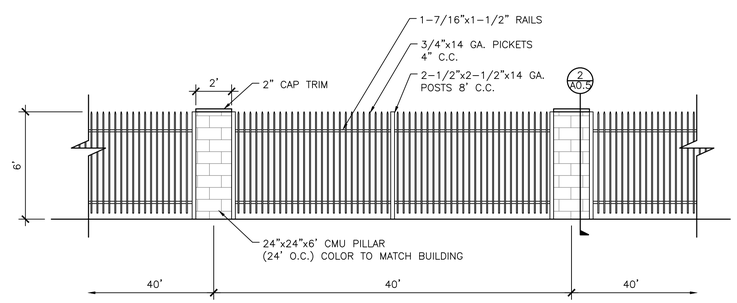
B.3 PILASTER DETAIL
SCALE: 1" = 1'-0"



C 6' WROUGHT IRON FENCE DETAIL
SCALE: 3/8" = 1'-0"



D 6' CHAIN-LINK FENCE DETAIL
SCALE: 3/8" = 1'-0"



E 6' W.I. FENCE W/PILASTER ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS	
10/2/19	REVISION 1

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DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

DRAWING TITLE:
WALL/FENCE DETAILS
SCALE: AS SHOWN

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-19
CIVIL
STATE OF CALIFORNIA

Date: 1/22/20
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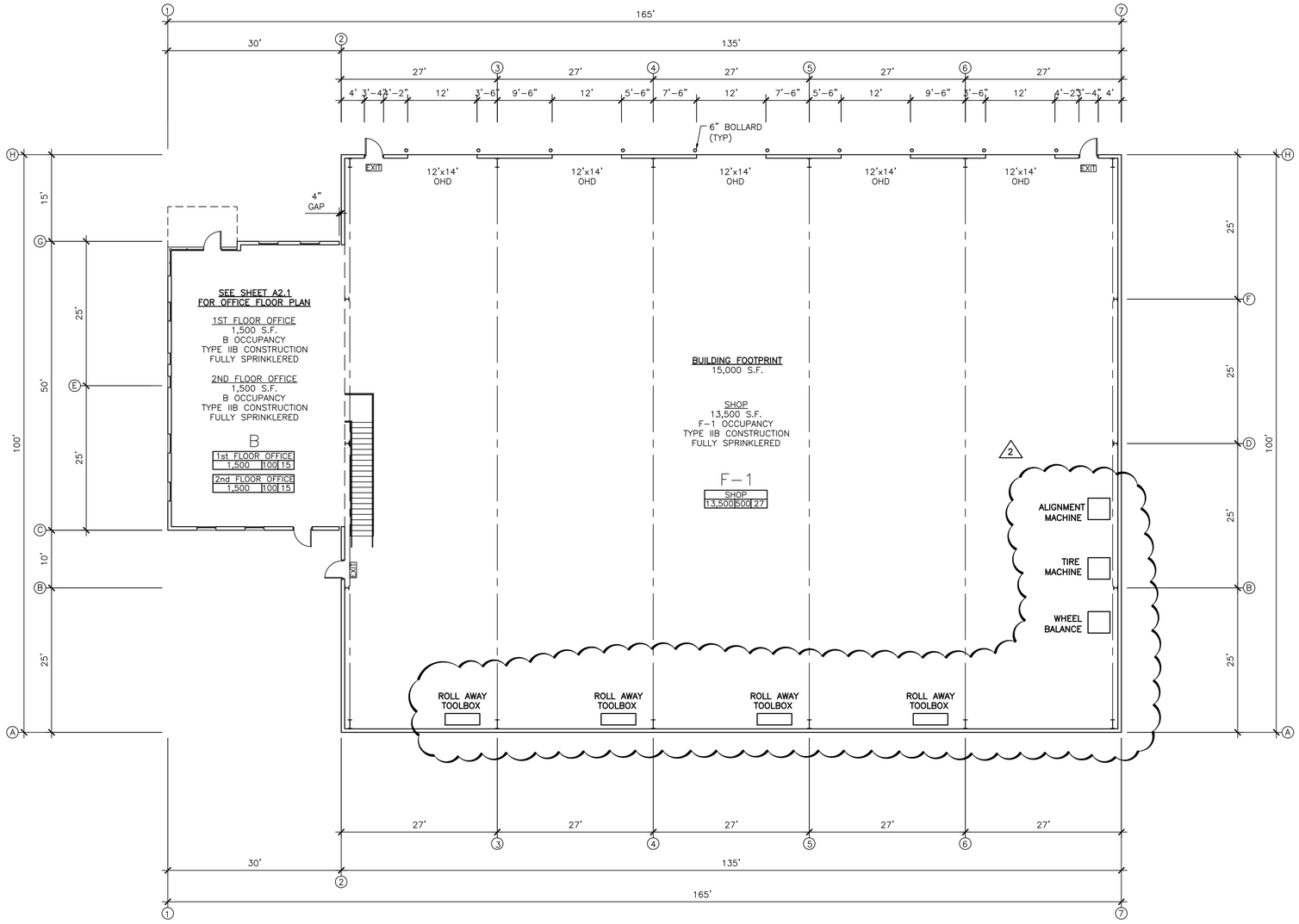


OVERALL FLOOR PLAN

SCALE: 3/32" = 1'-0"

NOTE: (1) = SEE SHEET A6.1 FOR DOOR DETAILS

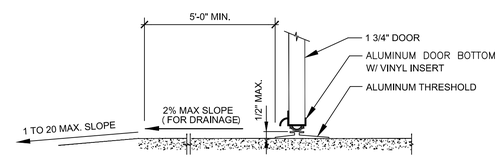
(1) = SEE SHEET A6.2 FOR WINDOW DETAILS

EXIT SIGNS: (PER SECTION 1013 2016 C.B.C.)

(a) WHERE REQUIRED. EXIT SIGNS SHALL BE INSTALLED AT REQUIRED EXIT DOORWAYS AND WHERE OTHERWISE NECESSARY TO CLEARLY INDICATE THE DIRECTION OF EGRESS WHEN THE EXIT SERVES AN OCCUPANT LOAD OF 50 OR MORE.

(b) GRAPHICS. THE COLOR AND DESIGN OF LETTERING, ARROWS AND OTHER SYMBOLS ON EXIT SIGNS SHALL BE IN HIGH CONTRAST WITH THEIR BACKGROUND. WORDS ON THE SIGN SHALL BE IN BLOCK LETTERS 6 INCHES IN HEIGHT WITH A STROKE OF NOT LESS THAN 3/4 INCH.

(c) ILLUMINATION. SIGNS SHALL BE INTERNALLY ILLUMINATED BY TWO ELECTRIC LAMPS OR SHALL BE OF AN EXTERNAL SOURCE, IT SHALL HAVE AN INTENSITY OF NOT LESS THAN 5.0 FOOT-CANDLES FROM EITHER LAMP. INTERNALLY ILLUMINATED SIGNS SHALL PROVIDE EQUIVALENT LUMINANCE.



A DETAIL @ THRESHOLD

NO SCALE

GENERAL NOTES:

1. ALL APPLIANCE AND INSULATION CERTIFICATES SHALL BE POSTED IN THE BUILDING.
2. THE WAREHOUSE WILL BE NEITHER HEATED NOR COOLED.
3. ALL PRIMARY ENTRANCES TO THE BUILDING SHALL BE MAKE ACCESSIBLE TO THE PHYSICALLY HANDICAPPED PER SECTION 11B-404.
4. ALL WALKS AND SIDEWALKS MUST COMPLY WITH SECTION 11B-403.
5. RAMPS MUST COMPLY WITH SECTION 1012.2 MAXIMUM SLOPE = 1/12
6. HANDICAP ENTRANCE SHALL HAVE A LEVEL LANDING OF 5'-0" SQUARE AND BE NO MORE THAN A 1/2" OFFSET OR STEP.
7. ALL EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
8. NO HAZARDOUS MATERIALS WILL BE STORED AND/OR USED WITHIN THE BUILDING, WHICH WILL EXCEED THE QUANTITIES LISTED IN CBC TABLE 307.1 (1)
9. REQUIRED FIRE EXTINGUISHERS TO BE LOCATED AT APPROVED LOCATIONS THROUGHOUT THE BUILDING PRIOR TO INSTALLATION.
10. ALL EXIT DOORS ALONG PATH OF TRAVEL TO THE EXTERIOR SHALL SWING IN DIRECTION OF TRAVEL AND SHALL NOT BE PROVIDED WITH A LATCH OR LOCK UNLESS IT IS PANIC HARDWARE.
11. EVERY ASSEMBLY AREA SHALL HAVE THE OCCUPANT LOAD POSTED IN A CONSPICUOUS PLACE NEAR THE MAIN EXIT OF THE ROOM. CBC 1004.3

REVISIONS

1/22/20	REVISION 2

DESIGN-BUILD DRAWING SET IS THE PROPERTY OF LORD CONSTRUCTORS FOR THE SOLE PURPOSE OF THE CONSTRUCTION BY LORD CONSTRUCTORS, INC.

LORD CONSTRUCTORS, INC.
1920 West Eleventh Street
Upland, California 91786

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Upland, California 91785

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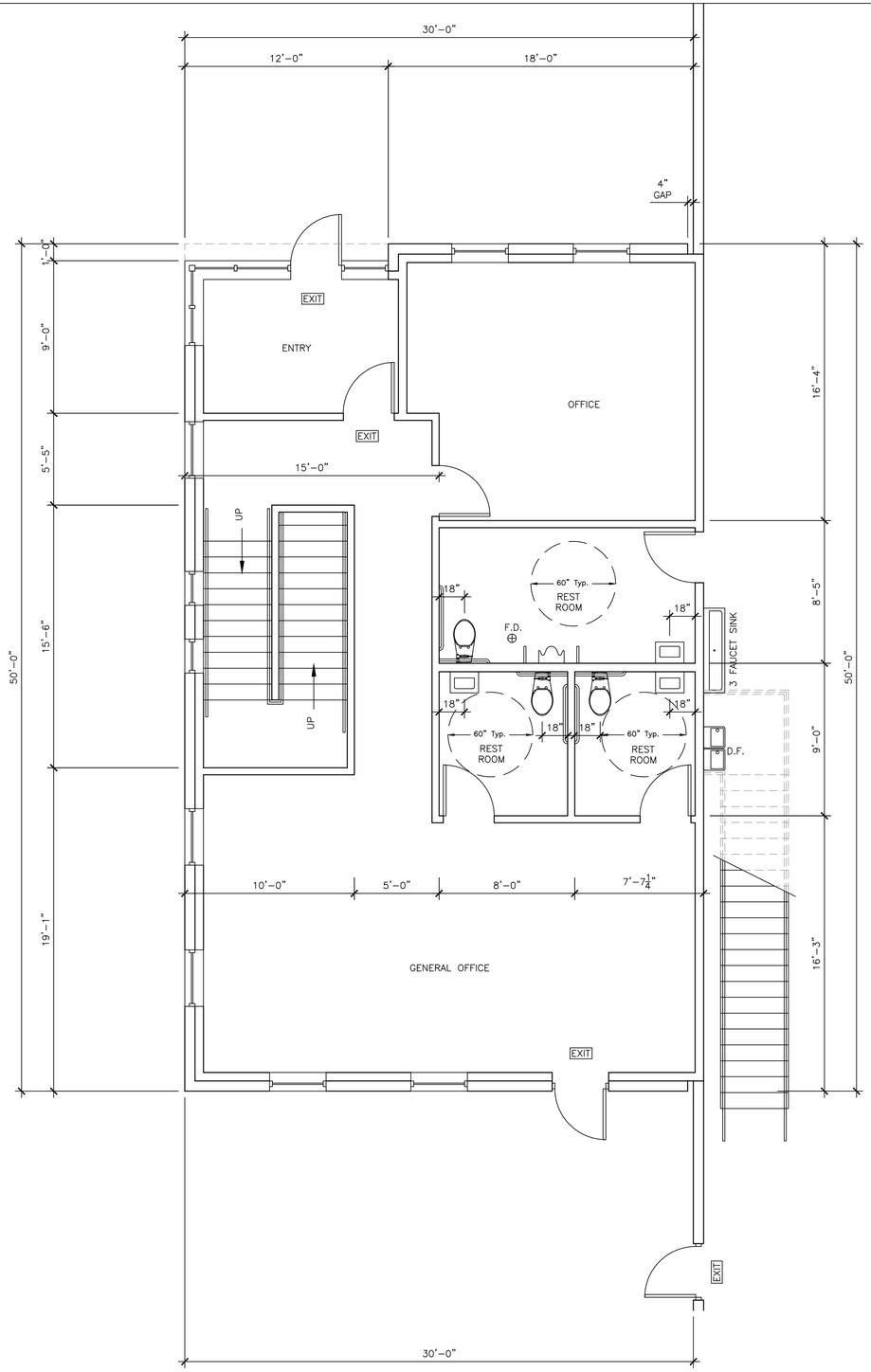
DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

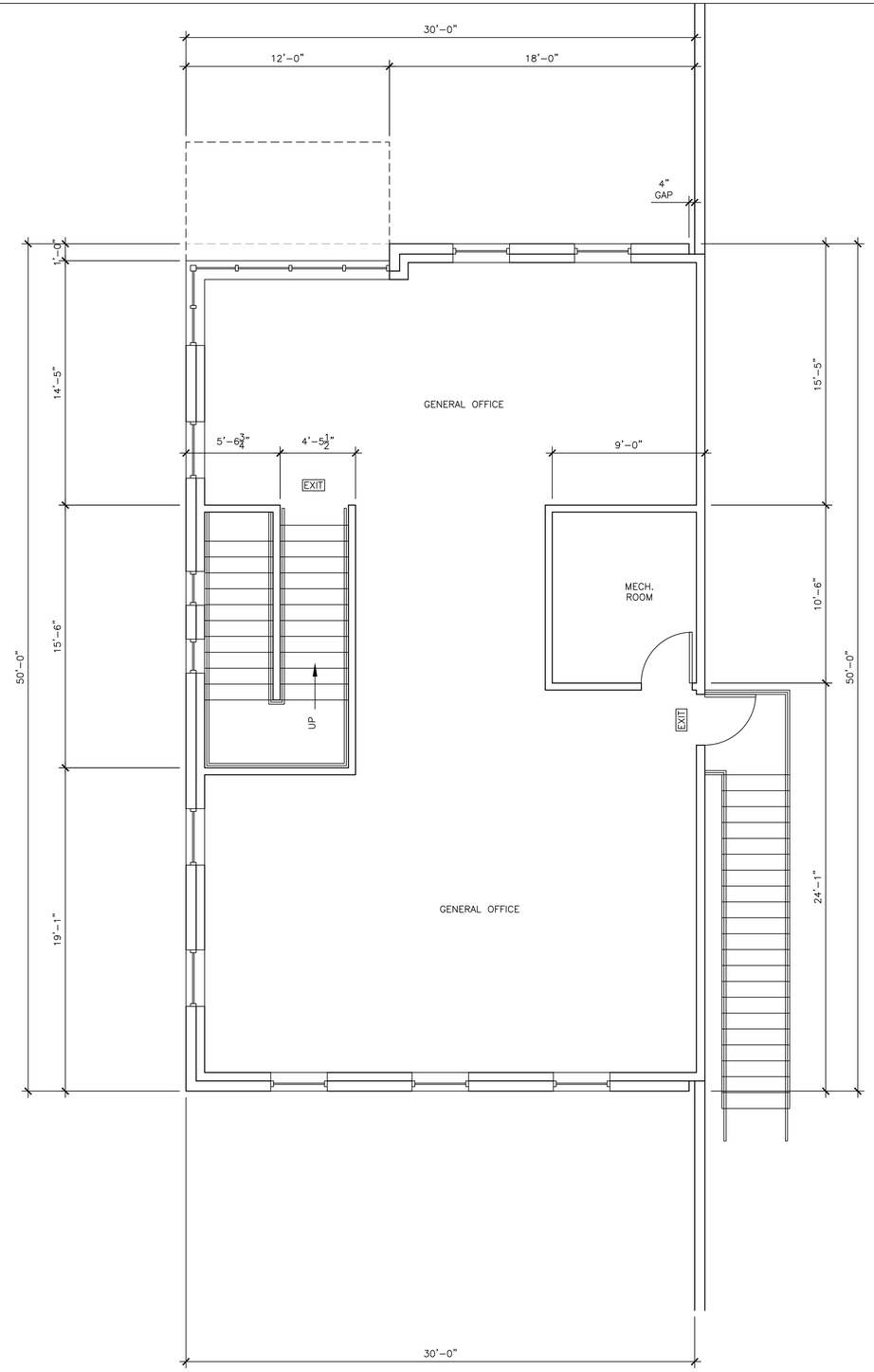
DRAWING TITLE:
OVERALL FLOOR PLAN
SCALE: 3/32" = 1'-0"

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-2021
CIVIL
STATE OF CALIFORNIA

Date:	1/22/20
Drawn By:	DH
Job:	DAVER RODRIGUEZ
Job No.:	L-868 ABC-
Sheet:	A1.1
	of Sheets



1st FLOOR OFFICE PLAN
SCALE: 1/4" = 1'-0"



2nd FLOOR OFFICE PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. EGRESS FROM A ROOM OR SPACE SHALL NOT PASS THROUGH ADJOINING OR INTERVENING ROOM OR AREAS, EXCEPT WHERE SUCH ADJOIN ROOMS OR AREAS AND THE AREA SERVED ARE ACCESSORY TO ONE OR THE OTHER. CBC 1016.1(2)
2. AN EXIT ACCESS SHALL NOT PASS THROUGH A ROOM THAT CAN BE LOCKED TO PREVENT EGRESS. CBC 1016.2(3)

REVISIONS

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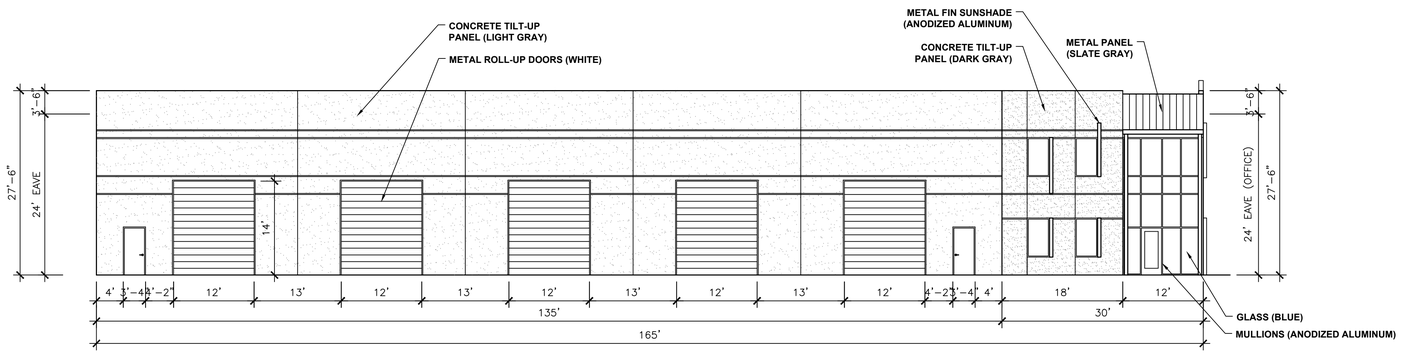
DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

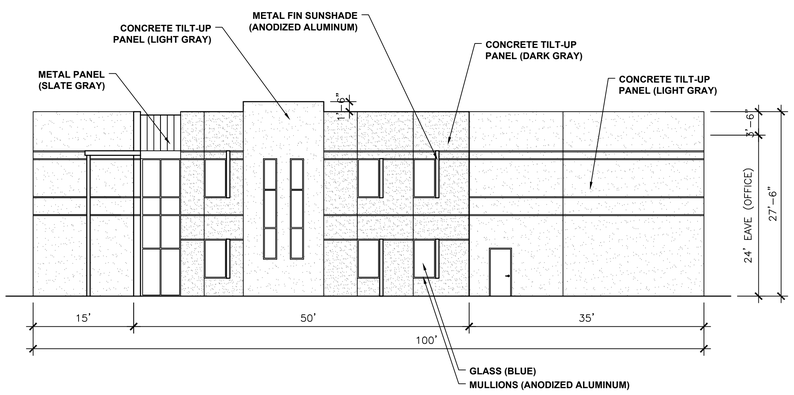
DRAWING TITLE:
OFFICE FLOOR PLANS
SCALE: 1/4" = 1'-0"

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-2021
CIVIL
STATE OF CALIFORNIA

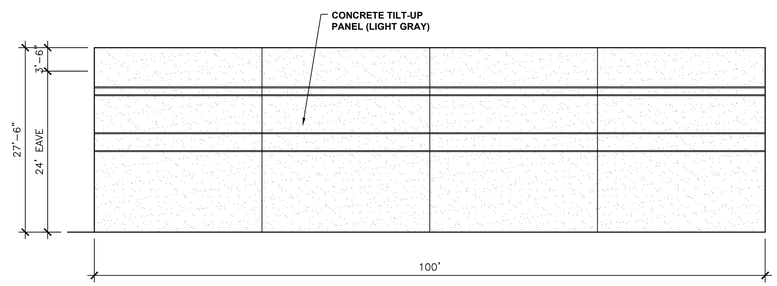
Date:	1/22/20
Drawn By:	DH
Job:	DAVER RODRIGUEZ
Job No.:	L-868 ABC-
Sheet:	A2.1 of Sheets



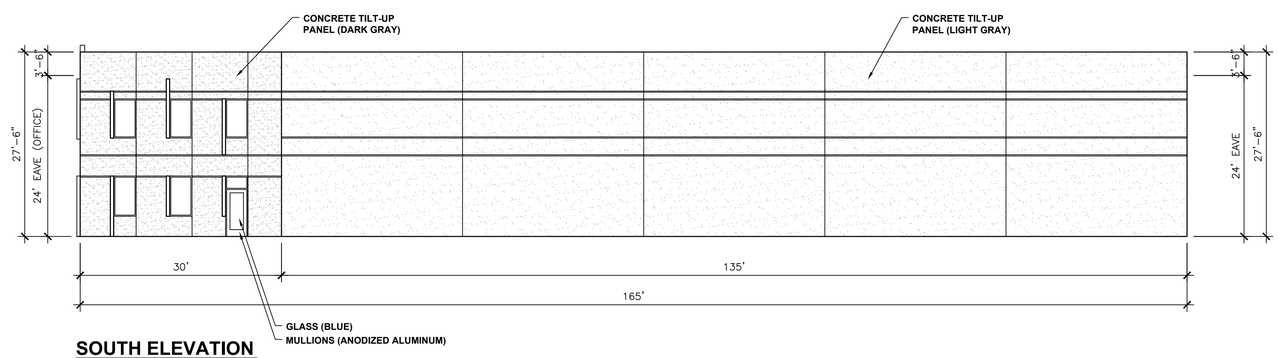
NORTH ELEVATION
SCALE: 3/32" = 1'-0"



WEST ELEVATION
SCALE: 3/32" = 1'-0"



EAST ELEVATION
SCALE: 3/32" = 1'-0"



SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

NOTES:
1. NO ROOF TOP EQUIPMENT PROPOSED

REVISIONS

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DESIGN PLANS FOR:
JNB TRANSPORT LLC
RUBIDOUX BLVD
JURUPA VALLEY, CA

DRAWING TITLE:
ELEVATIONS
SCALE: 1/16" = 1'-0"

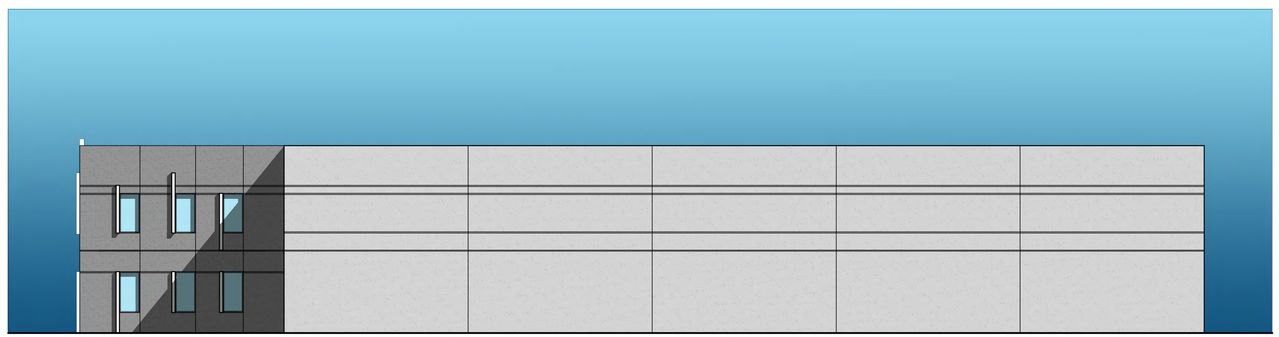
REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. VAN DAM
No. 39986
EXP. 12-31-19
CIVIL
STATE OF CALIFORNIA

Date: 1/22/20
Drawn By: DH
Job: DAVER RODRIGUEZ
Job No.: L-868 ABC-
Sheet: **A3.1**
of Sheets

North Elevation

West Elevation

East Elevation



South Elevation

Lord Constructors

Havana Investment Group Elevations

April 1, 2019

ATTACHMENT NO. 3

Radius Map for Public Notice

MA18239

1000 FT 178 222 010

Certified Property Owner's
Affidavit

I, MICHAEL HIGGERSON

Hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the county within the area described on the attached application and for all properties within 1000 feet from the exterior boundaries of the property described on the attached application, as of 12/13/18

Subject Parcel number 178 222 010.

I certify under penalty of perjury the forgoing is true and correct to the best of my knowledge.

(Signed)

Name MICHAEL HIGGERSON

Address 2045 KNIGHTS FERRY PLUMAS 95961

Phone # 800 568 7104

ATTACHMENT NO. 4

Excerpt of Planning Commission Minutes (04-08-20)

Abstained: None

Absent: None

6. PUBLIC HEARING

6.1 MASTER APPLICATION (MA) NO. 19238: REQUEST FOR A ONE YEAR EXTENSION OF TIME FOR A TENTATIVE TRACT MAP (TTM) NO. 36957 AND TENTATIVE TRACT MAP (TTM) NO. 36846 – WINEVILLE MARKETPLACE

Ms. Rocio Lopez, Senior Planner, presented the staff report with a PowerPoint presentation and summarized the request by applicant for a 1-year Extension of Time.

COMMISSIONER DISCUSSION

Chair Pruitt requested when would construction begin. Mr. John Russo, applicant and owner, responded that once their project secures financing they would start as soon as possible. He stated that the estimated costs for each unit would be $450,000 to 500,000.

PUBLIC HEARING OPEN

Mr. John Russo, applicant and owner, stated under current economic conditions, they are hopeful to begin construction as soon as possible.

PUBLIC HEARING CLOSED

Commissioner Moore moved and Commissioner Lopez seconded, a motion to adopt Resolution No. 2020-04-08-02. The motion was approved 5:0.

Ayes: Pruitt, Lopez, Newman, Silva, Moore

Noes: None

Abstained: None

Absent: None

6.2 MASTER APPLICATION (MA) NO. 18239: CONDITIONAL USE PERMIT (CUP) NO. 18011 TO CONSTRUCT A 15,000 SQUARE FOOT CONCRETE TILT-UP INDUSTRIAL BUILDING FOR THE ESTABLISHMENT OF A TRUCKING OPERATION

Mr. Chris Mallec, Associate Planner, presented the staff report with a PowerPoint presentation and summarized the proposed use and improvements. Mr. Mallec provided details of hours of operations, number of employees, and details of screening and buffers.

PUBLIC HEARING OPEN

Mr. Davo Rodriguez, Owner, thanked the Commissioners and noted the facility will be an added improvement to the community.

PUBLIC HEARING CLOSED

Commissioner Newman moved and Commissioner Lopez seconded, a motion to adopt Resolution No. 2020-04-08-02. The motion was approved 5:0.

Ayes: Pruitt, Lopez, Newman, Silva, Moore

Noes: None

Abstained: None

Absent: None

7. Commission Business

7.1 RECEIVE AND FILE PLANNING DIRECTOR DECISION FOR THE APPROVAL OF MASTER APPLICATION (MA) 19214 (SITE DEVELOPMENT PERMIT (SDP) NO. 19099): ALLOWING THE CONSTRUCTION OF A 70-FOOT WIRELESS TELECOMMUNICATION FACILITY (DESIGNED AS A EUCALYPTUS TREE WITH ASSOCIATED 400 SQUARE-FOOT EQUIPMENT ENCLOSURE

Mr. Chris Mallec, Associate Planner, presented the staff report with a PowerPoint presentation and summarized the March 24, 2020 Planning Director's decision to approve the project with conditions.

Commissioner Moore moved and Commissioner Silva seconded, a motion to receive and file notice of the Planning Directors decision to approve MA19214 (SDP19099) in accordance with Jurupa Valley Municipal Code Section 9.240.330, thus commencing a 10-day appeal period. The motion was approved 5:0.

Ayes: Pruitt, Lopez, Newman, Silva, Moore

Noes: None

Abstained: None

Absent: None

8. Public Appearance / Comments – NONE

9. Planning Commissioner's Reports and Comments

Chair Pruitt stated there are many COVID-9 updates for the community to take note.

10. Planning Department Report

Mr. Tom Merrell, Planning Director, provided an update on the current, advance planning, and upcoming projects.

Respectfully submitted,

_____

Thomas G. Merrell, AICP, Planning Director
Secretary of the Planning Commission

ATTACHMENT NO. 5

Appeal by Councilmember Chris Barajas

City of Jurupa Valley

Planning Department
8930 Limonite Avenue
Jurupa Valley, CA 92509
P: (951) 332-6464
F: (951) 332-6995
http://www.jurupavalley.org

COUNCILMEMBER APPEAL OF THE DECISION OF THE PLANNING AGENCY:

☐ Site Development Permit	☐ Tentative Tract Map	**FOR CITY USE ONLY**
☐ Variance	☐ Revision to Approved Plan	
☑ Conditional Use Permit	☐ Tentative Parcel Map	Date Received: 4/10/20
☐ Design Review	☐ Time Extension	Received By: Tom Merrell
☐ Initial Plan Review	☐ Zoning Clearance	Hearing Date:
☐ Modification	☐ Substantial Conformance	Case No(s): MA18239

☐ Other action: _____

Project Address: E. side Rubidoux Blvd, north of 28th **Assessor's Parcel Number**: 178 - 222 - 010

Zoning: M-SC Mfg Service Comm'l Proposed Use: Trucking operations dispatch, truck storage & mantenance

General Plan Designation: L-I Light Ind. Present Use of Property/Existing Improvements:

Vacant

Appellant's Name: Chris Barajas ☐ Mayor ☑ Councilmember

Explanation of the Appeal

In my capacity as a Member of the City Council, I appeal the Planning Commission's April 8, 2020 approval of MA 18239 consisting of trucking operations business CUP, as provided in Section 9.05.100.B. of the Jurupa Valley Municipal Code. The issues related to the application are important to the City and should be decided by the entire City Council. I am not expressing a view in favor of or in opposition to the application. Section 9.05.100.B. provides:

"*B. Persons who may file an appeal; appeal fee. An appeal may be filed by the applicant for a land use entitlement, the owner of the property subject to the application, a person who presented oral or written comments to the Planning Commission, or any other interested person. An appeal may be filed by an individual Council Member or by the City Council, provided, however, that any such appeal shall be solely on the basis that the issues related to the application are important to the city and should be decided by the entire City Council, and, provided further, that an appeal by an individual Council Member or the Council shall not mean, nor shall it be construed to mean, that the individual Council Member or the City Council is expressing a view in favor of or in opposition to the application. Except for appeals by an individual Council Member or the City Council, the appeal shall be accompanied by the appeal fee set forth in Chapter 3.65 or resolution of the City Council. Any appeal filed by an individual Council Member or by a majority vote of the Council does not require the payment of a fee. The Director of Planning shall prepare appeal forms for these appeals.*"

Appellant's Signature _____ Date 4/15/2020

Office Use

Date: _____ Received By: _____ File Number: _____

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 17.A**

COUNCIL INITIAL CONSIDERATION OF SUBMITTING A BALLOT MEASURE FOR THE VOTERS TO ADOPT NEW REGULATIONS GOVERNING COMMERCIAL CANNABIS ACTIVITIES IN THE CITY, INCLUDING THE SALE, MANUFACTURE, TESTING, AND CULTIVATION OF CANNABIS AND TO INCREASE THE TAX ON COMMERCIAL CANNABIS ACTIVITY IN THE CITY

RECOMMENDATION

That the City Council:

1. Begin the discussion of whether to submit a ballot measure to the voters to adopt new regulations governing commercial cannabis businesses in the City and to increase the tax on commercial cannabis activity in the City.

2. Provide direction to Staff as to provisions to be included in the new regulations and tax.

BACKGROUND

Measure L

Measure L was adopted by the voters of Jurupa Valley in November 2018 and is codified as Chapter 11.45 of the Jurupa Valley Municipal Code. This measure provides for the legal operation of commercial cannabis businesses in the City and for a tax on such businesses.

Measure L allows one commercial retail cannabis business (including microbusinesses) per 15,000 residents in the City. Based on the City's current population, up to seven commercial retail cannabis businesses are allowed. So far, only two have received a permit from the state and are operating in the City.

Measure L also allows the following additional types of commercial cannabis businesses: cultivation (indoor only); manufacturing (including microbusinesses); testing laboratories; and distributor (including microbusinesses). Unlike retail cannabis businesses, there is no limit on the number of these types of cannabis businesses, just separation requirements. So far, none of these types of cannabis businesses have received a state permit.

Council has requested the Staff to provide it with a more comprehensive regulatory ordinance for commercial cannabis businesses that will enable the Council to review the placement and operation of commercial cannabis businesses and mitigate impacts on the surrounding businesses and neighborhoods.

Council has also requested the Staff to review the tax imposed by Measure L and determine if the tax should be increased.

Process to Modify Measure L and Increase the Cannabis Tax.

Measure L was approved by the voters and any substantial amendment to it would need to be approved by the voters as well. Additionally, the enactment or increase in any tax must be approved by the voters at a regular municipal election in which members of the City Council will be elected.

The next election at which the cannabis tax could be increased is November 3, 2020. This means that the Council must decide how to proceed by the end of July 2020 so that it can enact the resolutions to submit the proposed ordinance to the voters. State law requires that the resolution to place the ordinance on the November 3, 2020 ballot must be submitted to the Riverside County Registrar of Voters no later than 88 days prior to the November 3, 2020 election, which date is August 7, 2020. The Registrar will set the exact date for the submission of these documents.

The Council will need to make its final decision by the July 16, 2020 Council Meeting or schedule an adjourned regular meeting for July 23 or July 30, 2020 to adopt the required resolutions. Staff will place this item on each Agenda through that time in order to allow the Council time to review and revise the terms of the proposed new ordinances for the ballot.

ANALYSIS

The summary of the terms of the proposed ordinances regulating cannabis and increasing the cannabis tax is attached.

FINANCIAL IMPACT

Potential additional tax revenue from an increase in the cannabis tax.

ALTERNATIVES

Take no action and retain Measure L as currently exists.

Request further study or direction from Staff.

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:

Peter M. Thorson
City Attorney

Attachments:

1. Summary of proposed cannabis regulatory and tax ordinances.
2. Proposed cannabis regulatory ordinance.
3. Proposed cannabis tax ordinance.

SUMMARY OF POTENTIAL VOTER APPROVED ORDINANCE REGULATING COMMERCIAL CANNABIS ACTIVING IN THE CITY AND INCREASE THE TAXES ON SUCH ACTIVITIES

1. Number of Commercial Cannabis Businesses to be Allowed

A. A maximum of seven commercial cannabis retail businesses, or dispensaries, would be allowed in the City, subject to the regulations in the Ordinance (0.243.020).

1) the maximum number would include new dispensaries as well as lawful existing dispensaries

2) Existing dispensaries with all required State permits would remain as legal non-conforming uses, subject to additional regulations

3) Retail commercial cannabis businesses shall be conditionally permitted uses in the C-1/C-P (General Commercial) zone and the or R-VC (Rubidoux-Village Commercial) subject to the further limitations of this Section.

4) Seven (7) "retail cannabis areas" within the C-/CP Zone or R-VC would be established with one retail business in each zone so as to prevent over-concentration in any one area, except for legal non-conforming businesses.

5) If there are less than seven non-conforming uses, a lottery would be held to determine the persons who could apply for the remaining permits (Section 11.45.090).

B. Commercial cannabis businesses other that retail commercial cannabis businesses shall be conditionally permitted uses in the following zones of the City: C-1/C-P (General Commercial); M-SC (Manufacturing-Service Commercial); B-P (Business Park); or R-VC (Rubidoux-Village Commercial). There are no maximum number of other commercial cannabis businesses, including cultivation, manufacture, distribution, and laboratory testing. They are, however, subject to separation requirements.

2. Permits Required for Commercial Cannabis Businesses (Sections 11.45.050, 11.45.060, and 11.243.020)

A. All commercial cannabis business must obtain the following permits in order to operate within the City:

a) Conditional Use Permit under new Chapter 9.243;

b) Cannabis Regulatory Permit under Chapter 11.45;

c) State license for commercial cannabis business; and

d) Business registration certificate from the City.

B. Cannabis Regulatory Permits would be valid for a period of one year and subject to renewal. The CUP would not have time limit but could be revoked.

3. Conditional Use Permit under new Chapter 9.243

A. The Planning Commission would hold a public hearing on an application for a CUP for a cannabis business and make a recommendation to the Council for approval, conditional approval or denial (Section 9.243.050).

B. City Council would hold a public hearing on the application for a CUP and approve, conditionally approve, or deny the application (Section 9.243.050).

C. The application for a Conditional use Permit would require the following information (Section 9.243.040):

1) An operating plan for the proposed cannabis business with the following:

a) How the applicant will comply with the operational standards of the Ordinance.

b) A general description of the types of products and/or services to be provided by the cannabis business;

c) A site plan including the outline of all structures, driveways, parking and landscape areas, and boundaries of the parcel.

d) A floor plan designating all interior dimensions of the premises, the proposed use of all spaces, identification of limited access areas, areas of ingress and egress, and all security camera locations.

e) An evaluation of accessibility by the physically disabled to and within the building and identification of any planned accessibility improvements to comply with ADA.

f) A business plan describing how the cannabis business will operate in accordance with the Jurupa Valley Municipal Code, state law, and other applicable regulations, including cash handling and transportation of cannabis and cannabis products to and from the premises.

g) For cultivation facilities, water source information and projected energy demand and energy efficiency plan that addresses illumination, heating, cooling, and ventilation. The applicant shall also provide a letter from the Southern California Edison stating

that Southern California can meet the cannabis business' energy demand.

h) A list of all owners, employees, independent contractors, and volunteers.

2) Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including designated sensitive uses

3) Security plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises.

4) Lighting Plan. A lighting plan showing existing and proposed exterior and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use.

5) The name, phone number, and email address of an on-site community relations representative or staff member or other representative to whom the City can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have complaints or concerns regarding the cannabis business. This information shall be available to neighboring businesses and residences located within one hundred feet of the cannabis business, as measured in a straight line without regard to intervening structures.

D. The Planning Commission in its recommendation and the Council in its decision shall make the following findings (Section 9.243.050):

1) The proposed use is consistent with the General Plan.

2) The proposed use would not impair the integrity and character of the land use district in which it is to be located.

3) The subject site is physically suitable for the type and intensity of land use being proposed.

4) There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

5) There will not be significant harmful effects upon environmental quality; natural resources; or neighborhood characteristics.

6) The proposed use will not be detrimental to the health, safety, or general welfare of the community.

E. Conditions of approval for a Conditional Use Permit would include requirements that the Applicant (Section 9.243.070):

1) Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the cannabis business as provided in this chapter.

2) Maintain insurance in the amounts and of the types that are acceptable to the City pursuant to a resolution of the City Council.

3) Name the City as an additionally insured on all City required insurance policies.

4) Indemnify and hold the City harmless from any action against the City, its agents, officers, and employees related to the approval or conditional approval of a permit or the operation of the cannabis business.

4. Cannabis Regulatory Permit

A. Time periods for Cannabis Regulatory Permit (Section 11.45.060)

1) A Cannabis Regulatory Permit is valid for a term of one year from the date of issuance.

2) Renewal terms shall not exceed one year.

3) A Cannabis Regulatory Permit will be rendered void should a person fail to obtain a State License within six months following issuance of the permit. The six month period shall be extended by the City Manager by a reasonable amount of time to reflect delays due to State backlog if the applicant has filed for a State license or licenses.

B. The application for a Cannabis Regulatory Permit shall include the following (11.45.070):

1) The type of cannabis business the Applicant seeks to operate in the City, a description of the commercial cannabis activity that will be conducted on the premises. A cannabis retailer shall designate whether it will be selling medicinal or adult-use cannabis, or both.

2) A description of the statutory entity or business form that will serve as the legal structure for the cannabis business and a copy of its formation document.

3) A list of every fictitious business name the cannabis business is operating under.

4) The legal name of the Applicant.

5) If applicable, the business trade name ("DBA") of the cannabis business.

6) A list of the State licenses issued by any licensing authority to the Applicant, or any other owner of the cannabis business.

7) Whether the applicant, or any owners of the cannabis business, have been denied a State license or have had a State license suspended or revoked by any licensing authority.

8) The cannabis business' employer identification number.

9) The physical address of any other premises owned or operated by the applicant, or any other owner of the cannabis business, and a brief summary of the business operations at each premises.

10) A complete list of every owner of, or person with a financial interest in, the cannabis business and their ownership interests.

11) If applicable, a detailed description of any suspension or revocation of a cannabis related license or sanctions for unlicensed or unlawful cannabis activity by a state or local governmental agency against the applicant, or any of its owners or persons with a financial interest in the cannabis business.

12) Information and authorization required by the Sheriff to conduct a background investigation on all persons with a financial interest in the cannabis business.

13) The proposed hours of operation.

14) If the applicant is a retailer, the applicant must also identify the cannabis zoning district where the applicant intends to locate the business. The applicant will be limited to participating in a lottery for the specific cannabis zoning district identified in the application.

C. Locational Criteria (Section 11.45.130)

1) Cannabis businesses may only be located in the zoning districts set forth in Chapter 9.240. Only one retailer may be located within each Retail Cannabis Area, except for legal non-conforming uses.

2) It is unlawful for any portion of the parcel on which a cannabis business is located to be within a 600 foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, youth center, church or religious facility, or park that is in existence at the time the fully completed application for the permit is submitted to the City.

3) A permit may be renewed for a cannabis business located on a premises that is within a 600 foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, youth center, park, or church or religious faciltiy if:

a) the school, day care center, youth center, park, or church is located to the area after the permit was first issued;

b) the permit has not lapsed for any period of time; and

c) the cannabis business was in continuous operation.

D. All commercial cannabis businesses--Operational requirements and conditions of approval (Section 9.45.150):

1) All cannabis businesses must comply with all State laws and any regulations adopted by any licensing authority.

2) It is unlawful for smoking, vaporization, ingestion or consumption of cannabis in any form, or alcohol, to occur on the premises of the cannabis business, elsewhere on the same parcel, or in outdoor areas adjacent to the parcel (e.g., parking lots, walkways, sidewalks, streets, parks, etc.).

3) It is unlawful for cannabis or cannabis products or graphics depicting cannabis or cannabis products to be publicly visible from the exterior of the premises.

4) All cannabis businesses shall be conducted only in the interior of enclosed structures, facilities and buildings and all operations including the storage or cannabis or cannabis products, or the cultivation of cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building. There shall be no outdoor storage of any kind associated with the cannabis business.

5) It is unlawful for any person to employ any other person at a cannabis business unless: (i) the person is at least twenty-one (21) years of age; and (ii) the person has passed a background check and, as established by the City Manager, an employee registration process.

6) Other than retailers selling medicinal cannabis, it is unlawful for any person under the age of twenty-one (21) to be present at the cannabis business site. A sign must be posted at each entrance to the cannabis business informing visitors of this restrictions.

7) Each entrance to a cannabis business must be posted with a conspicuous notice stating that smoking, vaping, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited.

8) Odor control devices and techniques must be incorporated as needed in a cannabis business to ensure that odors from cannabis are not detectable outside of the cannabis business or in any tenant space or area adjacent to the cannabis business.

9) All law enforcement and code enforcement personnel seeking admission to the cannabis business for the purpose of ascertaining compliance with the standards and regulations of this code must be given unrestricted access to all areas of the premises at all times during hours of operation.

10) The cannabis business must provide the police chief, with the name and telephone number of an on-site employee or owner to whom emergency notice can be provided.

11) A permittee shall not sublet the premises.

12) All agents, officers, or other persons acting for or employed by a cannabis business shall display a laminated or plastic-coated identification badge issued by the cannabis business at all times while engaging in commercial cannabis activity.

13) A manager shall be on the site at all times that any other person, except a security guard, is on the site.

14) All cannabis business must comply with the following security related requirements:

a) All interior spaces of the cannabis business which are open and accessible to the public, and all entrances and exits to and from the premises, must be monitored by twenty-four (24) hour video security surveillance of at least HD quality with night vision capability.

b) For cultivation facilities, manufacturing facilities, testing laboratories, and distribution facilities, the premises shall have an area designed for the secure transfer of cannabis and cannabis products off the premises.

c) For retailers, the premises shall have an area designed for the secure receipt of cannabis and cannabis products, as well as the delivery of cannabis and cannabis products.

d) All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

e) A cannabis business must have a professionally installed, maintained, and monitored alarm system as approved through the operations plan.

f) A permittee that is engaged in cultivation or manufacture shall hire or contract for 24-hour security personnel to provide security services for the premises.

15) All cannabis businesses shall comply with the track and trace system established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

16) Business signage shall be limited to the name of the cannabis business only, shall be in compliance with the City's sign code, and shall contain no advertising of any companies, brands, products, goods, or services.

17) A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

E. Retail cannabis businesses--Additional operational requirements and conditions of approval (Section 9.45.160).

1) Except as otherwise provided, a retailer can only be open for access to the public between the hours of 9:00 a.m. and 9:00 p.m.

2) It is unlawful for alcohol or tobacco or vaping products to be sold within the facility.

3) All cannabis and cannabis products allowed to be sold or otherwise made available at a retailer must be cultivated, manufactured, distributed and transported by licensed facilities .

4) It is unlawful for a physician to be located in, or on the same parcel as, a retailer at any time for the purpose of evaluating patients to issue a medical cannabis prescription or recommendation.

5) Before selling medicinal cannabis or medicinal cannabis products to any person, the retailer must verify that the person possesses proof of identity, proving their identity as the patient specified in the recommendation or as the primary caregiver.

6) It is unlawful for any person under the age of twenty-one (21) to be allowed into any area of a retailer where adult-use cannabis and cannabis products are being offered for sale.

7) It is unlawful for any person under the age of eighteen (18) to be allowed into any area of a retailer where medicinal cannabis or medicinal cannabis products are displayed and/or being offered for sale unless that person is (1) a qualified patient or has a valid identification card, or (2) is named as

a designated primary caregiver on a valid identification card, together with proof of identity. A sign must be posted at each entrance to a sales/display area of the facility informing patrons of these restrictions.

8) Entrances into any area of a retailer where cannabis products are displayed and/or being offered for sale must be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system must be utilized to limit access to such areas and to separate them from the outside and/or any adjacent reception/lobby area.

9) Uniformed security personnel must be employed to monitor all entrances and exits of the retailer and to serve as a visual deterrent to unlawful activities during all hours of operation.

10) All restroom facilities serving a retailer must remain locked and under the control of management.

11) It is unlawful for any person within a retailer to provide cannabis or cannabis products to any individual in a quantity not consistent with personal use.

12) A retailer cannot store more than two hundred dollars ($200.00) in cash reserves overnight on the premises except as may be otherwise provided in the operations plan incorporated as a condition of approval in the permit.

13) The retailer shall comply with the California Retail Food Code (Health and Safety Code Section 113700 et seq.).

F. Cultivation cannabis businesses--Operational requirements and conditions of approval are described in Section 9.45.170.

G. Manufacturing cannabis facilities--Operational requirements and conditions of approval are described in Section 9.45.180.

H. Cannabis testing laboratories--Operational requirements and conditions of approval are described in Section 9.45.190.

I. Cannabis distribution facilities--Operational requirements and conditions of approval are described in Section 9.45.200.

5. Revisions to the Cannabis Business Tax (Chapter 3.86)

A. The new rate of the cannabis business tax shall be as follows (Section 3.86.060):

1) For every person who is engaged in cannabis cultivation in the city: $10 per square foot of canopy space in a facility that uses exclusively artificial lighting.

2) For every person who engages in the operation of a testing laboratory: one percent (1%) of gross receipts.

3) For every person who engages in the retail sales of cannabis as a retailer: Four percent (4%) of gross receipts.

4) For every person who engages in a cannabis distribution business: two percent (2%) of gross receipts.

5) For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail), or any other type of cannabis business: Two and half percent (2.5%) of gross receipts.

B. The cannabis business tax is a general tax enacted solely for unrestricted general revenue purposes, and not for specific purposes. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund and be available for any legal municipal purpose (Section 3.86.030).

AN ORDINANCE OF THE PEOPLE OF THE CITY OF JURUPA VALLEY, CALIFORNIA REPEALING CHAPTER 11.45 OF THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO EXEMPTED CANNABIS ACTIVITIES, AND REPLACING IT WITH A NEW CHAPTER 11.45 REGARDING PERMITTED COMMERCIAL CANNABIS ACTIVITIES ADDING A NEW CHAPTER 9.243 PERTAINING TO CONDITIONAL USE PERMITS FOR CANNABIS BUSINESSES, AND MAKING RELATED AMENDMENTS TO CHAPTERS 9.35 AND 11.28

THE PEOPLE OF THE CITY OF JURUPA VALLEY DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

A. On October 9, 2015, Governor Brown signed Assembly Bill 243, Assembly Bill No. 266, and Senate Bill 643 into law, which collectively were known as the Medical Cannabis Regulation and Safety Act (hereinafter "MCRSA"). The MCRSA established a State regulatory and licensing scheme for commercial medical cannabis businesses.

B. On November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"). The AUMA made it lawful under State and local law for persons 21 years of age or older to possess and cultivate limited quantities of cannabis for personal use. The AUMA also established a State regulatory and licensing scheme for commercial adult-use cannabis businesses.

C. On June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the MCRSA, included certain provisions of the MCRSA in the licensing provisions of the AUMA, and created a single regulatory scheme for both medicinal and adult-use cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). The MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether cannabis businesses could operate in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under the MAUCRSA including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more businesses licensed by the State, within that local jurisdiction.

D. In June 2018, Measure B was approved by the voters of Jurupa Valley prohibiting all commercial cannabis activity including cultivation, possession, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, and sales of cannabis and cannabis goods in the City.

E. In November 2018, Measure L was approved by the voters of Jurupa Valley, which created an exemption from enforcement to allow commercial cannabis activity in the following areas of the City: (1) retail cannabis businesses would only be allowed in the General Commercial (C-1/C-P) and Rubidoux Village Commercial (R-VC) zones, and (2) other commercial cannabis businesses would be allowed in the General Commercial (C-1/C-P), Rubidoux Village Commercial (R-VC), Manufacturing-Service Commercial (MS-C), and Business Park (B-P) zones.

F. Measure L placed a limit on the number of retailers that could operate in the City at any one time by only allowing one retailer for every 15,000 residents. Based on the City's current population, a total of seven retailers are allowed to operate in the City. In addition, Measure L provided that only three retailers could be located within 1,000 feet radius of one another.

G. Measure L provided preferential treatment to allow certain cannabis businesses to obtain exempted commercial cannabis activity status. A number of retailers that have obtained exempted commercial cannabis activity status have been unable to obtain a State license to operate in the City. As of [insert date of City Council meeting where this measure will be placed on the ballot], only ___ retailers of the ____ that obtained exempted commercial cannabis activity status had procured a State license to conduct commercial cannabis activity in the City.

H. To more equitably determine cannabis businesses can lawfully operate in the City, as well as to regulate the cannabis businesses that do operate in the City, the voters are seeking to repeal Measure L and adopt a new cannabis regulatory scheme to allow commercial cannabis businesses to operate in the City. Those cannabis businesses that have obtained exempted commercial cannabis activity status and a State license on the date that this measures is approved by the voters will be grandfathered in and may continue to operate in compliance with State and applicable local laws.

SECTION 2. A new Chapter 9.243 is hereby added to Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code to read as follows:

Chapter 9.243 Conditional Use Permits for Cannabis Businesses

9.243.010	Definitions.
9.243.020	Location of commercial cannabis businesses; Limitations on number of retailers; Grandfathering of exempted commercial cannabis activity.
9.243.030	Conditional use permit required.
9.243.040	Application fees and terms.
9.243.050	Application requirements.
9.243.060	Findings and public hearing.
9.243.070	Conditions of approval.
9.243.080	Incorporation of general conditional use permit requirements.

9.243.010 - Definitions.

For the purpose of this Chapter, the following words and phrases shall be defined as follows:

A. “Applicant” means an owner applying for a conditional use permit pursuant to this Chapter.

B. “Cannabis” means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

C. “Cannabis business” means a retailer, cultivation facility, distribution facility, manufacturing facility, or a testing laboratory facility engaged in commercial cannabis activity.

D. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transferred into a concentrate including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis or other ingredient.

E. “City” means the City of Jurupa Valley.

F. “City Manager” means the City Manager or his/her designee.

G. “Commercial cannabis activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a licensing authority.

H. “Cultivation facility” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

I. “Distribution” means the procurement, sale and transport of cannabis and cannabis products between licensees.

J. “Distribution facility” means a business that transports cannabis goods between licensees, arranging for testing of cannabis goods, and conducts quality

assurance review of cannabis goods to ensure compliance with all packaging and labeling requirements.

K. “Indoors” means within a fully enclosed and secure structure.

L. “Licensing authority” means the Bureau of Cannabis Control Bureau of Cannabis Control within the California Department of Consumer Affairs; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other state cannabis licensing authority.

M. “Manufacturing” means all aspects of the extraction process, infusion process, and packaging and labeling processes, including processing, preparing, holding, and storing of cannabis products. Manufacturing also includes any processing, preparing, holding, or storing of components and ingredients.

N. “Owner” means any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.

2. The chief executive officer of a nonprofit or other entity.

3. A member of the board of directors of a nonprofit.

4. An individual who will be participating in the direction, control, or management of the person applying for a permit.

O. "Operations plan" means an operating plan approved by the Police Chief, that implements the standard requirements of this Chapter along with such additional, reasonable, criteria needed to protect public health and safety as determined by the Police Chief, based upon the size and location of the proposed cannabis business.

P. “Permit” means a conditional use permit issued under this Chapter.

Q. “Permittee” means any person holding a permit under this Chapter.

R. “Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, non-profit, or any other group or combination acting as a unit, and the plural as well as the singular.

S. “Police Chief” means the Riverside County Sheriff’s Lieutenant or other law enforcement designee who is designate as the Chief of Police for Jurupa Valley.

T. “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of

the applicant or permittee where the commercial cannabis activity will be or is conducted.

U. "Retailer" means a cannabis business that engages in the retail sale and delivery of cannabis and cannabis products to customers.

V. "State license" means a license issued by a State licensing authority for cannabis businesses. For cannabis retailers, distributors, microbusinesses and testing laboratories, the State license shall be issued by the Bureau of Cannabis Control. For commercial cannabis cultivation facilities, the State license shall be issued by the California Department of Food and Agriculture. For cannabis manufacturers, the State license shall be issued by the California Department of Public Health.

W. "Testing laboratory" means a laboratory, facility, or entity in the city that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

2. Licensed by the Bureau of Cannabis Control.

9.243.020 Location of commercial cannabis businesses; Limitations on number of retailers; Grandfathering of exempted commercial cannabis activity.

A. Location and Limitation on Number of Retail Cannabis Businesses. In order to avoid excessive concentration, there shall be a maximum of seven (7) retail cannabis businesses operating in the City whether approved pursuant to the provisions of this Chapter or operating as legal non-conforming uses. Retail commercial cannabis businesses shall be conditionally permitted uses in the C-1/C-P (General Commercial) zone and the or R-VC (Rubidoux-Village Commercial) subject to the further limitations of this Section. In order to adequately separate retail commercial cannabis businesses in order to prevent excessive concentration, seven (7) "retail cannabis areas" within the C-/CP Zone or R-VC Zone are hereby established as shown on the map attached hereto as Exhibit 11.45.080 and incorporated herein as though set forth in full. Only one retail cannabis business shall be authorized in each such Retail Cannabis Area pursuant to the requirements of this Code, provided, however, that if a Retail Cannabis Area contains one or more legal non-conforming retail cannabis businesses, no further retail cannabis business shall be authorized for that Retail Cannabis Area while such legal non-conforming use lawfully exits. The City Council may by ordinance amend the boundaries of the Retail Cannabis Areas.

B. Location of Commercial Cannabis Businesses Other Than Retail. Commercial cannabis businesses other that retail commercial cannabis businesses shall be conditionally permitted uses in the following zones of the City: C-1/C-P (General Commercial); M-SC (Manufacturing-Service Commercial); B-P (Business Park); or R-VC (Rubidoux-Village Commercial).

C. Cannabis Businesses Legal Non-Conforming Uses.

1. In 2018, the voters of Jurupa Valley approved Measure L which adopted Ordinance No. 2018-14 allowing for exempted commercial cannabis activity. In order to avoid excessive concentration of retail-related commercial cannabis activity in the City, Measure L limited the number of retailers within the City to one (1) per fifteen thousand (15,000) City residents. As of the effective date of this Chapter, a maximum of seven (7) exempted retail cannabis businesses are allowed in the City.

2. Measure L established a class of cannabis businesses that would obtain exempted commercial cannabis activity status. Any business that has obtained exempted commercial cannabis activity status and a State license prior to this Chapter going into effect, may continue to operate in the City if it meets and continues to meet all the requirements set forth in Measure L. Any business that meets the requirements of this subsection C, shall not be subject to the requirements of this Chapter, except for Sections 11.45.140 through 11.45.280.

3. A cannabis business that is lawfully operating in the City before this Chapter goes into effect shall lose its exempted commercial cannabis activity status if it has its State license revoked and/or suspended and the State license is not reinstated within a year.

D. Retail Cannabis Business Lottery. If the number of retailers that have obtained exempted commercial cannabis status and a State license is less than the number of retailers that can operate in the City pursuant to this Section, then the City shall hold a lottery pursuant to Section 11.45.090.

9.243.030 Conditional use permit required.

A. Except as expressly authorized pursuant to this Code, all commercial cannabis activity is prohibited in the City.

B. Prior to initiating operations and as a continuing requirement to operating a cannabis business, the person wishing to operate a cannabis business shall:

1. Obtain and maintain a validly issued conditional use permit approved by the City Council after recommendation by the Planning Commission, and comply with all conditions of approval.

2. Obtain and maintain a State license to engage in the specific cannabis business being operated on the premises.

3. Obtain and maintain a cannabis regulatory permit as required by Chapter 11.45 of this Code.

4. Obtain and maintain a business registration certificate pursuant to Chapter 5.05 of this Code or any other license or permit required by this Code.

9.243.040 Application fees and terms.

A. No conditional use permit application shall be processed unless the applicant pays the application fee deposit in the amount to be established by resolution of the City Council. No conditional use permit shall be issued unless the applicant pays the nonrefundable permit fee in the amounts to be established by resolution of the City Council.

B. No conditional use permit shall be issued if the applicant has an ownership or other direct financial interest in any other cannabis business operating in the City.

C. An applicant for a conditional use permit shall comply with the California Environmental Quality Act ("CEQA"). No conditional use permit shall be granted until the requisite CEQA review has been conducted.

9.243.050 Application requirements.

An applicant shall file the following information with the City at the time of application for a conditional use permit:

A. Proof of a cannabis regulatory permit approved by the City Manager. The owner identified on the conditional use permit application shall be same owner as listed on the cannabis regulatory permit issued pursuant to Chapter 11.45.

B. A conditional use permit application shall include the information contained in subsection 1 of Section 9.240.380

C. An operating plan for the proposed cannabis business that includes, but is not limited to, the following:

1. How the applicant will comply with the operational standards set forth in Sections 11.45.150 through 11.45.200, as applicable.

2. A general description of the types of products and/or services to be provided by the cannabis business;

3. A site plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, of the parcel of property on which the proposed cannabis business will be located. The site plan shall include the outline of all structures, driveways, parking and landscape areas, and boundaries of the parcel.

4. A floor plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, designating all interior dimensions of the premises, the proposed use of all spaces, identification of limited access areas, areas of ingress and egress, and all security camera locations.

5. An evaluation of accessibility by the physically disabled to and within the building and identification of any planned accessibility improvements to comply with all state and federal disability access laws, including, but not limited to, Title 24 of the California Code of Regulations and the Americans with Disabilities Act. The evaluation must be professionally prepared by a licensed civil engineer or architect.

6. A business plan describing how the cannabis business will operate in accordance with the Jurupa Valley Municipal Code, state law, and other applicable regulations. The business plan must include plans for cash handling and transportation of cannabis and cannabis products to and from the premises.

7. For cultivation facilities, water source information and projected energy demand and energy efficiency plan that addresses illumination, heating, cooling, and ventilation. The applicant shall also provide a letter from the Southern California Edison stating that Southern California can meet the cannabis business' energy demand.

8. A list of all owners, employees, independent contractors, and volunteers.

D. Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including, but not limited to, any use identified in Business and Professions Code section 26054(b) and any park or church/religious facility located within 600 feet of the premises. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. The map must be professionally prepared by a licensed civil engineer or architect.

E. Security plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. The security plan must be prepared by a qualified professional.

F. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use.

G. The name, phone number, and email address of an on-site community relations representative or staff member or other representative to whom the City can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have complaints or concerns regarding the cannabis business. This information shall be available to neighboring businesses and residences located within one hundred feet of the cannabis business, as measured in a straight line without regard to intervening structures.

H. A permittee shall not, without an approved amendment to the cannabis conditional use permit, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

9.243.060 Findings and public hearing.

A. The Planning Commission shall hold a public hearing on the conditional use permit application.

B. Public notice of the hearing shall be given at least ten (10) days prior to the hearing in the manner specific in Section 9.05.050.

C. The Planning Commission may only recommend approval of a conditional use permit, if it can make all of the following findings:

1. The proposed use is consistent with the General Plan;

2. The proposed use would not impair the integrity and character of the land use district and the area in which it is to be located;

3. The subject site is physically suitable for the type and intensity of land use being proposed;

4. There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety;

5. There will not be significant harmful effects upon environmental quality; natural resources; or neighborhood characteristics;

6. The proposed use will not be detrimental to the health, safety, or general welfare of the community.

D. After closing the public hearing, the Planning Commission shall render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which shall contain the reasons for the recommendation. A copy of the recommendation shall be mailed to the applicant and proof thereof shall be shown on the original transmitted to the City Council. If the Planning Commission does not reach a decision due to a tie vote, that fact shall be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the approval of the conditional use permit application.

E. The City Clerk shall give notice of the time and place of the public hearing before the City Council to consider the conditional use permit application in the same manner as is provided for giving notice of the hearing before the Planning Commission. The public hearing before the City Council shall be scheduled for a Council Meeting within forty-five days of the filing of the appeal.

F. After closing the public hearing the City Council shall render its decision within a reasonable time and may approve, modify or disapprove the recommendation of the Planning Commission. To approve the conditional use permit applicant, the City Council must make the findings set forth in subsection C above.

G. Any hearing of the Planning Commission or City Council may be continued from time to time.

9.243.070 Conditions of approval.

A. A conditional use permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety or general welfare of the community.

B. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety or general welfare of the community and to mitigate any adverse impact of the proposed use upon the community. The conditions of approval shall incorporate the operational standards set forth in Section 11.45.150, and any applicable provisions of Sections 11.45.160 through 11.45.200 of the Municipal Code.

C. As a further condition of approval of the conditional use permit, the cannabis business must:

1. Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the cannabis business as provided in this chapter.

2. Maintain insurance in the amounts and of the types that will protect the City as determined by the City Council, in its sole discretion, pursuant to a resolution of the City Council.

3. Name the City as an additionally insured on all City required insurance policies.

4. Indemnify and hold the City harmless from any action against the City, its agents, officers, and employees related to the approval or conditional approval of a permit or the operation of the cannabis business, including without limitation, the City's attorney fees and litigation expenses incurred in the litigation. Within thirty (30) days of the service of the action upon the City or one of its agents, officers, and employees the cannabis business must deposit with the City an amount estimated to be

sufficient to pay the four months of the City's defense as determined by the City Attorney in his or her sole discretion. Each three months thereafter, the cannabis business must deposit with the City an amount estimated to be sufficient to pay the four months of the City's defense as determined by the City Attorney in his or her sole discretion. The City shall retain the authority to settle or otherwise resolve the case in its sole discretion.

9.243.080 Incorporation of general conditional use permit requirements

A. Subsection 5 and 6 of Section 9.240.280 are incorporated herein by this reference and shall govern conditional use permits and revocations of conditional use permits."

SECTION 3. Chapter 11.45 (Exempted Commercial Cannabis Activity) of Title 11 (Peace, Morals and Safety) of the Jurupa Valley Municipal Code is hereby repealed and new Chapter 11.45 "Cannabis Regulatory Permit" is hereby adopted to read as follows:

"**Chapter 11.45 Cannabis Regulatory Permit**

11.45.010 Purpose.
11.45.020 Definitions.
11.45.030 Commercial cannabis activity prohibited unless expressly authorized.
11.45.040 Permitted commercial cannabis activity.
11.45.050 Permits required.
11.45.060 Cannabis regulatory permit required.
11.45.070 Cannabis regulatory permit application requirements.
11.45.080 Limitations on number of retailers; Grandfathering of exempted commercial cannabis activity.
11.45.090 Retailer lottery.
11.45.100 Decision on retailer lottery.
11.45.110 Appeals.
11.45.120 Limitations on city's liability.
11.45.130 Location criteria.
11.45.140 Community relations.
11.45.150 Operational standards.
11.45.160 Operational standards for retailers.
11.45.170 Operational standards for cultivation facilities.
11.45.180 Operational standards for manufacturing facilities.
11.45.190 Operational standards for testing laboratories.
11.45.200 Operational standards for distributors.
11.45.210 Enforcement of permits.
11.45.220 City Attorney enforcement authority.
11.45.230 Administrative suspension and revocation.
11.45.240 Appeal of notice of suspension or revocation.
11.45.250 Right to judicial review.

11.45.260 No new permit after revocation.
11.45.270 Attorney's fees in nuisance abatement action.
11.45.280 Remedies cumulative.

11.45.010 Purpose.

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged 21 and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act ("AUMA" or "Proposition 64") approved by California voters in 2016, while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Chapter to regulate the cultivation, processing, manufacturing, testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Jurupa Valley and to enforce rules and regulations consistent with state law. It is the further purpose and intent of this Chapter to require all cannabis businesses to obtain and renew annually a permit to operate within the City of Jurupa Valley, except those businesses that have obtained exempt commercial cannabis activity status. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state law.

11.45.020 Definitions.

For the purpose of this Chapter, the following words and phrases shall be defined as follows:

A. "Applicant" means an owner applying for a cannabis regulatory permit pursuant to this Chapter.

B. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

C. “Cannabis business” means a retailer, cultivation facility, distributor, manufacturing facility, or a testing laboratory facility engaged in commercial cannabis activity.

D. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transferred into a concentrate including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis or other ingredient.

E. “City” means the City of Jurupa Valley.

F. “City Manager” means the City Manager or his/her designee.

G. “Convicted” or “conviction” means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

H. “Commercial cannabis activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a licensing authority.

I. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

J. “Cultivation facility” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

K. “Delivery” means the commercial transfer of cannabis or cannabis products to a customer. Delivery also includes the use by a retailer of any technology platform.

L. “Distribution” means the procurement, sale and transport of cannabis and cannabis products between licensees.

M. “Distribution facility” means a business that transports cannabis goods between licensees, arranging for testing of cannabis goods, and conducts quality assurance review of cannabis goods to ensure compliance with all packaging and labeling requirements.

N. "Enforcement official" means an employee of or contractor for the City, County, or State who is enters onto the premises of a cannabis business for the purpose of implementing this Chapter or enforcing applicable laws.

O. “Exempted commercial cannabis activity status” means the status conferred to an applicant that has been provided with written notice from the City Clerk

indicating that the applicant has submitted a complete application under the requirements of Measure L, and is thus eligible to engage in commercial cannabis activity upon the exemption holder's exempted premises (as those terms are defined by Measure L) in a manner that comports with, and is limited to, the exemption type(s) set forth in the exemption holder's completed application, so long as such exempted commercial cannabis activity fully complies with all the requirements of Measure L.

P. "Extract" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

Q. "Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

R. "Indoors" means within a fully enclosed and secure structure.

S. "Infuse" or "Infusion" means a process by which cannabis, cannabinoids, or cannabis concentrates, are directly incorporated into a product formulation to produce a cannabis product.

T. "Licensing authority" means the Bureau of Cannabis Control Bureau of Cannabis Control within the California Department of Consumer Affairs; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other state cannabis licensing authority.

U. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. The term manufacture also has the same meaning as Section 40100 of Title 17 of the California Code of Regulations.

V. "Manufacturing" means all aspects of the extraction process, infusion process, and packaging and labeling processes, including processing, preparing, holding, and storing of cannabis products. Manufacturing also includes any processing, preparing, holding, or storing of components and ingredients.

W. "Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Chapter only, nonvolatile solvents include carbon dioxide and ethanol.

X. "Outdoors" means any area or location not specifically meeting the definition of indoors.

Y. "Owner" means any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.

2. The chief executive officer of a nonprofit or other entity.

3. A member of the board of directors of a nonprofit.

4. An individual who will be participating in the direction, control, or management of the person applying for a permit.

Z. "Operations plan" means an operating plan approved by the Police Chief, that implements the standard requirements of this Chapter along with such additional, reasonable, criteria needed to protect public health and safety as determined by the Police Chief, based upon the size and location of the proposed cannabis business.

AA. “Package” or “Packaging” means any container or wrapper that may be used for enclosing or containing any cannabis product. The term “package” or “packaging” does not include any shipping container or outer wrapping used solely for the transportation of cannabis products in bulk quantity to another licensee or licensed premises.

BB. “Permit” means a Cannabis Regulatory Permit issued under this Chapter.

CC. “Permittee” means any person holding a permit under this Chapter.

DD. “Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, non-profit, or any other group or combination acting as a unit, and the plural as well as the singular.

EE. “Police Chief” means the Riverside County Sheriff’s Lieutenant or other law enforcement designee who is designate as the Chief of Police for Jurupa Valley.

FF. “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

GG. “Retailer” means a cannabis business that engages in the retail sale and delivery of cannabis and cannabis products to customers.

HH. “State license” means a license issued by a State licensing authority for cannabis businesses. For cannabis retailers, distributors, microbusinesses and testing laboratories, the State license shall be issued by the Bureau of Cannabis Control. For commercial cannabis cultivation facilities, the State license shall be issued by the California Department of Food and Agriculture. For cannabis manufacturers, the State license shall be issued by the California Department of Public Health.

II. “Testing laboratory” means a laboratory, facility, or entity in the city that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

2. Licensed by the Bureau of Cannabis Control.

JJ. “Volatile solvent” means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

11.45.030 Commercial cannabis activity prohibited unless expressly authorized.

A. Except as specifically authorized in this Chapter, commercial cannabis activity is prohibited in the City.

B. It is unlawful for any person to engage in commercial cannabis activity without a valid permit issued pursuant to this Chapter and Chapter 9.243 for each location where the commercial cannabis activity occurs.

C. Unless otherwise provided by this Chapter, it is unlawful for any person to engage in commercial cannabis activity from other than a fixed location within the city's jurisdiction for which a valid permit has been obtained and remains in effect.

D. It is unlawful for any person to cause, permit, aid, abet, or conceal a violation of any provision of this Chapter.

11.45.040 Permitted commercial cannabis activity.

A. Subject to applicable State law and this Chapter, commercial cannabis activity is permitted only when approved by the City in accordance with this Chapter.

B. The following commercial cannabis activity may be allowed pursuant to a permit:

1. Distribution;

2. Indoor commercial cultivation;

3. Manufacturing;

4. Retail sale and delivery (retailer); and

5. Testing laboratory.

11.45.050 Permits required.

To engage in commercial cannabis activity allowed by this Chapter, a person must obtain all of the following:

A. A permit as required by this Chapter.

B. A conditional use permit issued pursuant to Chapter 9.243. Any permit that is issued under this Chapter shall not go into effect unless a conditional use permit is also issued by the City Council pursuant to Chapter 9.243 of the Municipal Code.

C. A business registration certificate issued pursuant to Chapter 5.05.

D. A State license.

11.45.060 Cannabis regulatory permit requirements.

A. A permit that is issued pursuant to this Chapter is valid for a term of one (1) year from the date of issuance. Renewal terms shall not exceed one (1) year.

B. Notwithstanding any other provision of applicable law, unless extended or renewed, a permit will be rendered void should a person fail to obtain, within six (6) months following issuance of the permit, or thereafter maintain, a State license. The six (6) month period shall be extended by the City Manager by a reasonable amount of time to reflect delays due to State backlog if the applicant has filed for a State license or licenses, provided all information and fees required by the State within the initial six (6) month period following issuance of a permit.

C. A permit shall expire one year following its issuance. All commercial cannabis activity at the cannabis business shall cease upon expiration of the permit unless and until the permit is renewed or a new permit is issued.

11.45.070 Cannabis regulatory permit application requirements.

A. To protect public health and safety, and to further ensure that commercial cannabis activity permitted by this Chapter is in the public interest, the City hereby establishes procedures for determining the qualifications of persons allowed to obtain a permit.

B. An owner of a cannabis business may apply for a permit, on behalf of a cannabis business, by filing an application with the City Manager. A cannabis business may only submit one application. If a cannabis business has multiple owners, only one owner may submit an application on behalf of the cannabis business, but all owners must be identified in the application.

C. No person shall knowingly make a false statement of fact or knowingly omit any information that is required in the permit application.

D. Applications shall not be accepted or processed unless the applicant pays the nonrefundable application fee in the amount to be established by resolution of the City Council.

E. The application shall be on a form approved by the City Manager and shall include, but not be limited to, the following:

1. The type of cannabis business the applicant seeks to operate in the City, a description of the commercial cannabis activity that will be conducted on the premises. A cannabis retailer shall designate whether it will be selling medicinal or adult-use cannabis, or both.

2. A description of the statutory entity or business form that will serve as the legal structure for the cannabis business; a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement, and fictitious business name statement; and the name and address of its agent for purposes of service of process.

3. A list of every fictitious business name the cannabis business is operating under.

4. The legal name of the applicant.

5. If applicable, the business trade name ("DBA") of the cannabis business.

6. A list of the State licenses issued by any licensing authority to the applicant, or any other owner of the cannabis business, including the date the license was issued, the date the license will terminate and the licensing authority that issued the license.

7. Whether the applicant, or any owners of the cannabis business, have been denied a State license or have had a State license suspended or revoked by any licensing authority. The applicant shall identify the type of State license applied for, the name of the licensing authority that denied the application, and the date of denial.

8. The cannabis business' employer identification number.

9. The physical address of any other premises owned or operated by the applicant, or any other owner of the cannabis business, and a brief summary of the business operations at each premises.

10. A complete list of every owner of, or person with a financial interest in, the cannabis business. Each individual named on this list shall submit the following information:

a) Their full name.
b) Their title within the applicant entity, if applicable.
c) Their date of birth and place of birth.

d) Their social security number or individual taxpayer identification number.

e) Their mailing address.

f) Their home, business, or mobile telephone number and email address.

g) Their current employer.

h) Their percentage of ownership interest held in the applicant entity, or other financial interest held in the applicant entity.

i) Whether the individual has an ownership or a financial interest in any other cannabis business licensed by a licensing authority.

j) A copy of the individual's government-issued identification that includes the name, date of birth, physical description and picture of the owner or person with a financial interest in the cannabis business.

k) If applicable, a copy of any certificate of rehabilitation issued under Penal Code section 4852.01 or dismissal issued pursuant to Penal Code section 1203.4 or 1203.41.

l) If applicable, a detailed description of any suspension or revocation of a cannabis related license or sanctions for unlicensed or unlawful cannabis activity by a state or local governmental agency against the applicant, or any of its owners or persons with a financial interest in the cannabis business.

m) Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorize city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes, and authorize access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every owner or person with a financial interest in the cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the Jurupa Valley Police Department. A fee for the cost of the background investigation, which shall be the actual cost to the City of Jurupa Valley to conduct the background investigation as it deems necessary and appropriate, including City staff time and costs, shall be paid at the time the person submits for the background check.

11. The proposed hours of operation.

12. Authorization and consent for City staff and the Police Department to seek verification of the information contained within the application.

13. Attestation to the following statement: Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that a misrepresentation of fact, whether intentional or not, is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

14. For all applicants, other than retailers:

a) A copy of the applicant's application for a State license with the applicable licensing authority to operate a cannabis business in the City.

b) Evidence that the cannabis business will be compliant with the location restrictions set forth in Business and Professions Code section 26054(b) and the zoning restrictions set forth in Chapter 9.240 of the Municipal Code.

c) If the applicant is the landowner upon which the premises is located, a copy of the title or deed to the property.

d) If the applicant is leasing the premises where the cannabis business will be conducted, a written, notarized statement from the owner of the property where the cannabis business will operate evidencing unqualified consent to the applicant operating a cannabis business on the property. The statement must specify the street address (unless the property is a vacant lot to be developed) and assessor's parcel number for the premises. The statement shall also contain the name, business address, email address and telephone number of the property owner(s) (whether business entity or individual). A copy of the rental or lease agreement shall also be provided to the City Manager within thirty (30) days following approval of the permit.

e) A premises diagram which meets the requirements set forth in Section 5006 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

15. If the applicant is a retailer, the applicant must also identify the zone and the Retail Cannabis Area (established pursuant to Section 9.243.020) where the applicant intends to locate the business. The applicant will be limited to participating in a lottery for the specific Retail Cannabis Area identified in the application.

F. Nothing in this section is intended to limit the City Manager's ability to request additional information the City Manager deems necessary or relevant to determining a cannabis business' suitability for a permit. An applicant shall provide any additional information requested by the City Manager no later than seven (7) days after the request, unless otherwise specified by the City Manager.

G. The City Manager is hereby authorized to waive any application requirement, as long as the waiver is uniformly applied to all applicants.

11.45.080 Location of commercial cannabis businesses; Limitations on number of retailers; Grandfathering of exempted commercial cannabis activity.

The location and number of commercial cannabis businesses within the City and legal non-confirming uses shall be governed by the provisions of Section 9.243.020 of this Code.

11.45.090 Retailer Lottery.

A. As set forth in Section 9.242.020, there is a limit on the number of retailers that can operate in the City. If the number of retailers that have obtained exempted commercial cannabis status and a State license is less than the number of retailers that can operate in the City pursuant to Section 9.243.020, then the City shall hold a lottery pursuant to this Section. At no point shall the number of retailers in the City exceed the number of retailers allowed under Section 9.243.020 inclusive of retailers that are operating pursuant to an exempted commercial cannabis status, without further voter approval.

B. City staff shall establish and conduct a lottery for determining which retailers will (1) be issued a permit, and (2) be eligible to apply for a conditional use permit pursuant to the provisions of Chapter 9.243 of the Municipal Code.

C. The City Council shall adopt a resolution setting forth the procedures that will be followed in conducting the lottery, and the steps to be included in a schedule that will be prepared for the receipt and review of permit applications for retailers. The City Council may establish a process where several lotteries are conducted. The City Manager is hereby authorized to make any necessary changes to the lottery procedures and steps to be included in the schedule as he or she deems appropriate for its implementation.

11.45.100 Decision on Retailer Lottery and Permit.

A. The City Manager, in consultation with the Chief of Police, shall evaluate all completed retailer applications that are submitted by the application deadline and determine whether the applicant can participate in the lottery. The applicant shall be ineligible to participate in the lottery if the City Manager determines that one or more of the following conditions exist:

1. The applicant has not paid all fees required for consideration of the application.

2. The application is incomplete, filed late, or is otherwise not responsive to the requirements of this Chapter.

3. The application contains a false or misleading statement or omission of a material fact.

4. The applicant, or any owner or person with a financial interest in the cannabis business, is not at least twenty-one (21) years old.

5. The applicant, or any owner or person with a financial interest in the cannabis business, has been denied a license or permit or other authorization to engage in commercial cannabis activity by a state or local licensing or permitting authority, for any reason other than the fact that the applicant was not selected for a

limited number of licenses or permits, but would have otherwise qualified to obtain the license or permit.

6. The applicant, or any owner or person with a financial interest in the cannabis business is employed by the City's police department or the City's Community Development Department.

7. The applicant, or any owners or persons with a financial interest in the retailer, has been convicted of any crime set forth in Business and Professions Code section 26057(b)(4), Fish and Game Code sections 12025 or 12025.1, Penal Code section 186.22 or any other offense which is substantially related to the qualifications, functions, or duties of the cannabis business for which the application is made. In determining whether such offense is "substantially related," the City Manager shall consult with the City Attorney and thereafter apply the analysis set forth in section 5017 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

8. The operation of the retailer, as described in its application, would fail to comply with any provision of the Jurupa Valley Municipal Code, or any state law or regulation.

9. Operation of the retailer in the manner proposed poses a threat to the public health, safety or welfare, or violates any provision of this Chapter.

B. If none of the above-referenced conditions exist, the City Manager, or his or her designee, shall notify the applicant that the applicant is eligible to participate in the lottery. If any of the above-referenced conditions exist, the City Manager shall notify the applicant that the applicant has been denied the opportunity to participate in the lottery. Any notice of denial shall set forth the reasons of denial and advise the applicant of the right to contest the denial pursuant to the procedures set forth in Section 11.45.110.

C. If a retailer is selected in the lottery to obtain a permit, the retailer shall have 90 days from the date of the notice to the retailer that they are eligible to obtain a permit to provide documentation to the City Manager showing the following:

1. If the applicant is the landowner upon which the premises is located, a copy of the title or deed to the property.

2. If the applicant is leasing the premises where the retail business will be conducted, a written, notarized statement from the owner of the property where the retailer will operate evidencing unqualified consent to the applicant operating a retailer on the property. The statement must specify the street address (unless the property is a vacant lot) and assessor's parcel number for the premises. The statement shall also contain the name, business address, email address and telephone number of the

property owner(s) (whether business entity or individual). A copy of the rental or lease agreement shall also be provided.

3. A premises diagram which meets the requirements set forth in Section 5006 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

4. A copy of the applicant's application with the Bureau of Cannabis Control to operate a retailer in the City.

5. Evidence that the retailer will be compliant with the location restrictions set forth in Business and Professions Code section 26054(b) and the zoning restrictions set forth in Chapter 9.240 of the Municipal Code.

D. If the retailer fails to provide the information set forth in subsection C above within the 90 day period, or does not meet the location or zoning restrictions set forth in Section 11.45.130, the retailer shall not be issued a permit.

E. For all other cannabis businesses, other than retailers, the City Manager, in consultation with the Chief of Police, shall issue a permit within 60 days of receipt of a completed application, unless the City Manager finds that one or more of the conditions set forth in subsection A above exist. For purposes of applying subsection A above, all references to retailer shall be replaced with cannabis business.

11.45.110 Appeals.

A. If a retailer applicant is denied the opportunity to participate in the lottery due to the applicant's failure to submit a complete application by the required deadline, failure to satisfy the criteria for issuance of a permit, or for any other reason, the applicant may appeal this decision in writing pursuant to the provisions of Chapter 2.40 of the Code. The written appeal shall be filed with the City Clerk within ten (10) days of the issuance and mailing of the written decision by the City Manager on the application accompanied by the appeal fee as adopted by resolution of the City Council After the deadline to appeal has passed, the decision to deny the retailer the opportunity to participate in the lottery or to deny the issuance of a permit shall be deemed final, and may no longer be appealed.

B. Lottery appeals. In the event an appeal of the City Manager's decision to allow a retailer applicant to participate in a lottery is timely filed, the lottery shall not be conducted until the appeal is heard and decided.

C. Other appeals. An applicant that seeks to operate a cannabis business in the City, may appeal the City Manager's decision not to issue the cannabis business a permit in writing pursuant to the provisions of Chapter 2.40 of the Code. The written appeal shall be filed with the City Clerk within fifteen (15) days of the issuance and mailing of the written decision by the City Manager on the permit accompanied by the appeal fee as adopted by resolution of the City Council After the deadline to appeal has passed, the decision to deny to deny the issuance of a permit shall be deemed

final, and may no longer be appealed. filing an appeal within ten business days of the City mailing notice of the City Manager's decision. A retailer may only appeal the City Manager's decision to deny the applicant a permit if the retailer participated in the lottery.

D. The City Council is authorized to amend the provisions of this Section by ordinance.

11.45.120 Limitations on city's liability.

A. To the fullest extent permitted by law, the City does not assume any liability whatsoever, with respect to approving a permit pursuant to this code or the operation of a cannabis business approved pursuant to this code. As a prerequisite to issuance of a permit, the applicant must:

1. Execute an agreement indemnifying the city from any claims, judgments, awards, damages, injuries, or liabilities of any kind arising out of or related to issuance of a permit and/or approval of a development permit or ministerial permit, or operation of the facility or the prosecution of the facility or its owners, managers, directors, officers, employees, or its qualified patients or primary caregivers for violation of federal or state laws;

2. Execute an agreement releasing the City, its agents, officers, elected officials, and employees from any and all claims, injuries, damages or liabilities of any kind arising from any repeal or amendment of this Chapter or any other provision of the Jurupa Valley Municipal Code, and any arrest or prosecution of the owners, managers, agents, employees, or persons with a financial interest in the cannabis business for violation of any State or Federal laws.

3. Maintain insurance in the amounts and of the types that are established by resolution of the City Council and name, its elected officials, officials, and employees as additionally insureds on all city required insurance policies;

4. Agree to pay the reasonable fees and costs of legal counsel selected by the city to defend the city, its agents, officers, and/or employees against any claim described in this Section; and

5. Agree to reimburse the city for any court costs and reasonable attorney fees the city may be required to pay as a result of any claim described in this Section.

B. The agreements required by this Section must be secured with sufficient insurance, as determined by the City Attorney, and a surety, as approved by the City Attorney, to adequately protect the City from any and all liability. The surety requirement may be waived in the discretion of the director if the applicant demonstrates sufficient net worth to adequately cover the liability exposure.

11.45.130 Location criteria.

A. Cannabis businesses may only be located in the zoning districts set forth in Chapter 9.240. Only one retailer may be located within each Retail Cannabis Area, except as provided for legal non-conforming uses.

B. It is unlawful for any portion of the parcel on which a cannabis business is located to be within a six hundred (600) foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, youth center, church or other religious facility, or park that is in existence at the time the fully-completed application for the permit is submitted to the City pursuant to this Chapter. The 600-foot distance requirement does not include any private school in which education is primarily conducted in a private home or a family day care home. The distance specified in this subsection shall be measured in the same manner as provided in Health and Safety Code section 11362.768(c), as the same may be amended from time to time.

C. A permit may be renewed for a cannabis business located on a premises that is within a six hundred (600) foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, youth center, park, or church if: (1) the school, day care center, youth center, park, or church or religious facility is located to the area after the permit was first issued; (2) the permit has not lapsed for any period of time; and (3) the cannabis business was in continuous operation. For purposes of this section, a temporary interruption of business activity due to fire, natural disaster or other force majeure is excused provided reasonable steps are taken by the certificate holder to resume business operations expeditiously. The prior, temporary suspension of a cannabis regulatory permit does not render a permit ineligible for renewal under this section provided the applicant otherwise qualifies for renewal.

11.45.140 Community relations.

A. Each cannabis business must provide the city manager with the name, telephone number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have any concerns or complaints regarding the operation of the cannabis business.

B. Each cannabis business must also provide the above information to all businesses and residences located within one hundred (100) feet of the cannabis business.

C. During the first year of operation of a cannabis business authorized under this Chapter, the owner, manager, and community relations representative from each such cannabis business must attend a monthly meeting with the city manager and/or designee to discuss costs, benefits and other community issues arising as a result of implementation of the permit authorized by this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such

cannabis business must meet with the city manager and/or designee when and as requested by the city manager or designee, with reasonable notice.

11.45.150 Operational standards.

A. A permit issued for a cannabis business must include, as conditions of approval, the operating standards set forth in this Section. In addition, the permit must incorporate by reference an operations plan approved by the police chief, that implements not only the operating standards set forth in this section, but such additional conditions that the police chief finds reasonably necessary to implement the purpose of this Chapter when considering the location, size and other characteristics of the proposed cannabis business.

B. All cannabis businesses must comply with all State laws and any regulations adopted by any licensing authority.

C. It is unlawful for smoking, vaporization, ingestion or consumption of cannabis in any form, or alcohol, to occur on the premises of the cannabis business, elsewhere on the same parcel, or in outdoor areas adjacent to the parcel (e.g., parking lots, walkways, sidewalks, streets, parks, etc.).

D. It is unlawful for cannabis or cannabis products or graphics depicting cannabis or cannabis products to be publicly visible from the exterior of the premises.

E. All cannabis businesses shall be conducted only in the interior of enclosed structures, facilities and buildings and all operations including the storage or cannabis or cannabis products, or the cultivation of cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building. There shall be no outdoor storage of any kind associated with the cannabis business.

F. It is unlawful for any person to employ any other person at a cannabis business unless: (i) the person is at least twenty-one (21) years of age; and (ii) the person has passed a background check and, as established by the City Manager, an employee registration process.

G. Other than retailers selling medicinal cannabis, it is unlawful for any person under the age of twenty-one (21) to be present at the cannabis business site. A sign must be posted at each entrance to the cannabis business informing visitors of this restrictions.

H. Each entrance to a cannabis business must be posted with a conspicuous notice stating that smoking, vaping, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited.

I. Odor control devices and techniques must be incorporated as needed in a cannabis business to ensure that odors from cannabis are not detectable outside of the cannabis business or in any tenant space or area adjacent to the cannabis business.

J. All law enforcement and code enforcement personnel seeking admission to the cannabis business for the purpose of ascertaining compliance with the standards and regulations of this code must be given unrestricted access to all areas of the premises at all times during hours of operation. Consent to such unrestricted access must be acknowledged by the permit holder and included within the operations plan. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the cannabis business is being operated or maintained in compliance with this Code, state law, and other applicable laws and regulations. Any cannabis business licensed pursuant to this Chapter may be required to demonstrate, upon demand by the City that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

K. The cannabis business must provide the police chief, with the name and telephone number of an on-site employee or owner to whom emergency notice can be provided. The telephone number provided must be capable of accepting recorded voice messages in the event the contact person does not answer.

L. A permittee shall not sublet the premises.

M. All agents, officers, or other persons acting for or employed by a cannabis business shall display a laminated or plastic-coated identification badge issued by the cannabis business at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the cannabis business's "doing business as" name and city business license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

N. A manager shall be on the site at all times that any other person, except a security guard, is on the site.

O. All cannabis business must comply with the following security related requirements:

1. All interior spaces of the cannabis business which are open and accessible to the public, and all entrances and exits to and from the premises, must be monitored by twenty-four (24) hour video security surveillance of at least HD quality with night vision capability. The video security system must be compatible with software and hardware utilized by the city as determined by the Police Chief and set forth in the operations plan. Surveillance video must be recorded to a device that is securely located on the premises and all footage must be maintained for a minimum of forty-five (45) days. The video surveillance system specifications must be set forth in the operations plan before the city issues a certificate of occupancy for the cannabis business. Each premises shall have a digital audio/video surveillance system with a minimum camera resolution of 1280 x 720 pixels. Each camera shall be permanently mounted and in a fixed location. Cameras shall be placed to allow the recording of the

following, at a minimum, and allow for the clear and certain identification of any person and activities in all areas required to be filmed: (i) activity occurring within 20 feet of all points of entry and exit on the premises, and (ii) areas where cannabis or cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the premises. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering, fire, or theft. Surveillance recordings are subject to inspection by the City, and shall be kept in a manner that allows the City to view and obtain copies of the recordings at the licensed premises upon not less than 24 hours advance notice. The permittee shall also send or otherwise provide copies of the recordings to the City upon reasonable notice by the City. The video surveillance system shall be equipped with a battery backup system capable of sustaining system operations in the case of an energy failure.

2. For cultivation facilities, manufacturing facilities, testing laboratories, and distribution facilities, the premises shall have an area designed for the secure transfer of cannabis and cannabis products off the premises. For retailers, the premises shall have an area designed for the secure receipt of cannabis and cannabis products, as well as the delivery of cannabis and cannabis products.

3. All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

4. A cannabis business must have a professionally installed, maintained, and monitored alarm system as approved through the operations plan.

5. A permittee that is engaged in cultivation or manufacture shall hire or contract for 24-hour security personnel to provide security services for the premises. All security personnel hired or contracted for by the cannabis business shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

P. All cannabis businesses shall comply with the track and trace system established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

Q. Business signage shall be limited to the name of the cannabis business only, shall be in compliance with the City's sign code, and shall contain no advertising of any companies, brands, products, goods, or services.

R. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

11.45.160 Operational standards for retailers.

A. A permit for a retailer is subject to all of the regulations and operational standards set forth in this Section and Section 11.45.150 in addition to the conditions stated in the permit itself.

B. Except as otherwise provided, a retailer can only be open for access to the public between the hours of 9:00 a.m. and 9:00 p.m.

C. It is unlawful for alcohol or tobacco or vaping products to be sold within the facility.

D. All cannabis and cannabis products allowed to be sold or otherwise made available at a retailer must be cultivated, manufactured, distributed and transported by licensed facilities that maintain operations in full conformance with State and local regulations including, without limitation, certification by a testing laboratory as required by applicable law.

E. It is unlawful for a physician to be located in, or on the same parcel as, a retailer at any time for the purpose of evaluating patients to issue a medical cannabis prescription or recommendation.

F. Before selling medicinal cannabis or medicinal cannabis products to any person, the retailer must verify that the person possesses proof of identity, proving their identity as the patient specified in the recommendation or as the primary caregiver.

G. It is unlawful for any person under the age of twenty-one (21) to be allowed into any area of a retailer where adult-use cannabis and cannabis products are being offered for sale. It is unlawful for any person under the age of eighteen (18) to be allowed into any area of a retailer where medicinal cannabis or medicinal cannabis products are displayed and/or being offered for sale unless that person is (1) a qualified patient or has a valid identification card, or (2) is named as a designated primary caregiver on a valid identification card, together with proof of identity. A sign must be posted at each entrance to a sales/display area of the facility informing patrons of these restrictions.

H. Entrances into any area of a retailer where cannabis products are displayed and/or being offered for sale must be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system must be utilized to limit access to such areas and to separate them from the outside and/or any adjacent reception/lobby area. The specifics of such entry system must be set forth in the operations plan.

I. Uniformed security personnel must be employed to monitor all entrances and exits of the retailer and to serve as a visual deterrent to unlawful activities during all hours of operation. Every security guard employed by or provided by the retailer must

be currently licensed by the California Bureau of Security and Investigative Services and in possession of a valid "guard card." The number of such security personnel must be set forth in the operations plan.

J. All restroom facilities serving a retailer must remain locked and under the control of management.

K. It is unlawful for any person within a retailer to provide cannabis or cannabis products to any individual in a quantity not consistent with personal use.

L. A retailer cannot store more than two hundred dollars ($200.00) in cash reserves overnight on the premises except as may be otherwise provided in the operations plan incorporated as a condition of approval in the permit.

M. The retailer shall comply with Health and Safety Code Section 113700 et seq. The Riverside County Department of Environmental Health may inspect the retailer at any time during business hours to ensure compliance with this subsection.

11.45.170 Operational standards for cultivation facilities.

A. A permit for a commercial cultivation facility is subject to all of the regulations and operational standards set forth in this Section and Section 11.45.150 in addition to the conditions stated in the permit itself.

B. Outdoor cultivation of cannabis by a cultivation facility is prohibited in all areas of the City.

C. The cultivation facility can have only one (1) contiguous cultivation area, except that segregated areas within the facility are permitted with the police chief's approval and the approval of the fire chief regarding fire code issues.

D. It is unlawful to use flammable or explosive substances in the cultivation of cannabis.

E. Facilities engaged in cultivation must follow all pesticide use requirements of local, state and federal law.

F. The operations plan must include a detailed electrical and plumbing plan, along with projections for water usage.

G. All cultivation activity must be conducted in compliance with all applicable state and local water conservation laws, ordinances, and regulations.

H. Entrances into any area of a cannabis cultivation facility where cannabis is grown or kept must be locked at all times with entry strictly controlled. The specifics of such entry system must be set forth in the operations plan.

I. A cannabis cultivation facility must be equipped with an automated fire suppression system to the satisfaction of the Building Official.

J. Except as expressly approved as part of the operations plan and incorporated in a permit, it is unlawful for any cannabis cultivation facility to use, employ, or maintain any equipment, system, material or apparatus for the purpose of increasing the ambient carbon dioxide levels within any grow area.

11.45.180 Operational standards for manufacturing facilities.

A. A permit for a manufacturing facility is subject to all of the regulations and operational standards set forth in this Section and Section 11.45.150 in addition to the conditions stated in the permit itself.

B. The manufacture of cannabis products must be undertaken in a manner that ensures the health, safety, and welfare of the public, the employees of the manufacturing business, visitors, and neighboring properties, and must be in full compliance with State law.

C. All manufacturing must be conducted in compliance with all applicable state and local water conservation laws, ordinances, and regulations.

D. Entrances into any area of a cannabis manufacturing facility where cannabis products are made or kept must be locked at all times with entry strictly controlled. The specifics of such entry system must be set forth in the operations plan.

E. It is unlawful for cannabis manufacturing facility to be open to the public.

F. Any compressed gases used in the manufacturing process shall not be stored in containers that exceed one hundred fifty (150) pound tanks in size. Each facility shall be limited to a total of eight (8) tanks on the property at any time.

G. Cannabis manufacturing facilities are limited to the following methods, equipment, solvents, gases and mediums when creating cannabis extracts:

1. Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the director. These solvents must be of at least ninety-nine (99) percent purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents, work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

2. Any extraction processes must use a professional grade closed loop CO gas extraction system where every vessel is rated to a minimum of six hundred (600) pounds per square inch. The CO must be of at least ninety-nine (99) percent purity.

3. Closed loop systems for hydrocarbon or CO extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

4. Certification from a licensed engineer must be provided to the Community Development Department for professional grade closed loop systems used by any cannabis manufacturing or mechanized testing system to certify that the system was commercially manufactured, safe for its intended use, and built to codes of recognized and generally accepted good engineering practices, such as: (i) the American Society of Mechanical Engineers (ASME); (ii) the American National Standards Institute (ANSI); (iii) UnderwritersLaboratories (UL); or (iv) the American Society for Testing and Materials (ASTM).

5. The certification document must contain the signature and stamp of a professional engineer and serial number of the extraction unit being certified.

6. Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

H. Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create kief, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

I. Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create extracts. All ethanol must be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

J. Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace. Any person using solvents or gases in a closed looped system to create cannabis extracts or otherwise in a testing or manufacturing facility must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

K. Parts per million for one (1) gram of finished extract produced in a manufacturing facility cannot exceed five hundred (500) parts per million of residual solvent or gas when quality assurance tested.

11.45.190 Operational standards for testing laboratories.

A. A permit for a testing laboratory is subject to all of the regulations and operational standards set forth in this Section and Section 11.45.150 in addition to the conditions stated in the permit itself.

B. Testing laboratories shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each testing laboratory shall be subject to additional regulations as they are developed or modified by the State of California.

C. Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of the testing and calibration activities, including a sampling using verified methods, pursuant to Section 26100(f).

D. All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the state, pursuant to Section 26100(g).

E. Testing laboratories shall destroy the remains of the sample cannabis or cannabis products upon the completion of the analysis as determined by the state through regulations, pursuant to Section 26100(i).

F. Testing laboratories shall dispose of any waste byproduct resulting from their operations in the manner required by state and local laws and regulations.

11.45.200 Operational standards for distribution facilities.

A. A permit for a distribution facility is subject to all of the regulations and operational standards set forth in this Section and Section 11.45.150 in addition to the conditions stated in the permit itself.

B. The transportation of cannabis or cannabis products shall only be conducted by persons holding a distribution certificate or employee of those persons.

C. Transportation safety standards, in addition to those imposed by the State of California, shall approved by the Chief of Police including without limitations, the type of vehicles in which cannabis or cannabis product may be distributed, and minimal qualification for persons eligible to operate such vehicles.

D. A person holding a distribution certificate shall observe all security manifest, and notice requirements of Business and Professions Code Section 26070.

11.45.210 Enforcement of permits.

A. In addition to other remedies set forth in this code, violations of this Chapter may be prosecuted as infractions or misdemeanors at the City Attorney's discretion and may be abated as public nuisances. The remedies provided in this Chapter are cumulative and are in addition to any other criminal or civil remedies. Violations of this Chapter include: (i) violation of the provisions of this Chapter; (ii) violation of any administrative policy or procedure promulgated by the City Manager; (iii) violation of the terms and conditions of a permit, indemnification agreement, operations plan, or other permit or agreement associated with a cannabis business; and (v)

violation of terms and conditions of a ministerial permit issued for cannabis cultivation for personal use.

11.45.220 City Attorney enforcement authority.

A. In addition to any other general functions, powers, and duties given to the City Attorney by this code or California law, the City Attorney is authorized to:

1. Prosecute on behalf of the people all criminal and civil cases for violations of this Chapter including, without limitation, administrative or judicial nuisance abatement and suits for injunctive relief;

2. Prosecute all actions for the recovery of fines, penalties, forfeitures, and other money accruing to the city under this Chapter.

11.45.230 Administrative suspension and revocation.

A. Suspension or Revocation. In addition to any other penalty authorized by law, the City Manager may suspend or revoke a permit for the following reasons:

1. Upon learning that an applicant provided false, misleading or materially incomplete information in connection with its application for a permit or discovering facts that require denial of an application for a permit under this Chapter that were not previously disclosed by the applicant; or

2. Upon occurrence of a violation under this Chapter.

B. Notice of Suspension or Revocation. If the City Manager elects to suspend or revoke a permit, the City Manager shall provide written notice of suspension or revocation to the holder of the permit at the address of the cannabis business. The notice shall state the basis for the suspension or revocation and provide information regarding the right to appeal. Unless the City Manager determines there is an imminent threat to public health, safety and welfare and makes the suspension or revocation effective immediately, suspension or revocation of the permit shall not become effective until the time for filing an appeal has passed or, if an appeal is timely filed, until the City Council has rendered a final decision on the appeal.

11.45.240 Appeal of notice of suspension or revocation.

A notice of suspension or revocation of a permit may be appealed to the City Council, provided that the appeal is filed with the City Clerk within ten (10) calendar days from the date on which the written notice of suspension of revocation was mailed to the permit holder pursuant to the provisions of accompanied by the appeal fee as adopted by resolution of the City Council After the deadline to appeal has passed, the decision to suspend or revoke the permit shall be deemed final, and may no longer be appealed.

11.45.250 Right to judicial review.

A. A final decision of the City Council may be judicially reviewed pursuant to Code of Civil Procedure Section 1094.6.

11.45.260 No new permit after revocation.

Should a permit be revoked, the former holder of the permit is presumptively disqualified to apply for a new permit in accordance with this Chapter. This presumption may be overcome upon a showing of good cause as to why a permit should be issued following a revocation. Any such showing must be made to the director's satisfaction.

11.45.270 Attorney's fees in nuisance abatement action.

If the court issues an order or a judgment which finds a public nuisance to exist, and orders or approves the abatement of the public nuisance, the prevailing party is entitled to recover reasonable attorneys' fees incurred in litigation, provided however, the amount shall not to exceed the attorney fees incurred by the City in the judicial proceeding.

11.45.280 Remedies cumulative.

The remedies provided by this Chapter are cumulative and in addition to any other criminal or civil remedies including, without limitation, those set forth elsewhere in this Code.

11.45.090 City Council May Amend. The City Council is authorized to amend Sections 11.45.240, 11.45.250, 11.45.270, and 11.45.280 by ordinance.

SECTION 4. Section 9.10.805 (Marijuana cultivation.) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renamed as “cannabis cultivation”.

SECTION 5. Section 9.10.890 (Medical marijuana dispensary.) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby deleted.

SECTION 6. Section 9.35.030 (Uses allowed in zone classifications.) of Chapter 9.35 (Zone Classifications) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“The terminology used in Section 9.35.010 is general only and is not intended to be descriptive of all uses allowed in the zone classifications. The zone classifications are specifically set forth in this chapter to which reference should be made to determine all the uses permitted therein. When a use is not specifically listed as permitted or conditionally permitted in a zone classification, the use is prohibited unless, in circumstances where this chapter empowers him to do so, the Planning Director makes a determination that the use is substantially the same in character and intensity as those uses permitted or conditionally permitted in the zone classification.”

SECTION 7. Section 9.35.040 (Marijuana Cultivation prohibited.) of Chapter 9.35 (Zone classifications) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code are hereby renamed as "Cannabis cultivation for personal use" and is amended to read as follows:

"Except as set forth in Section [insert zoning district where cultivation facilities will be conditionally permitted], cannabis cultivation is prohibited in all zone classifications and no permit of any type shall be issued therefor. There shall be a limited exemption from enforcement for violations of this section for cannabis cultivation in the following zone classifications in conjunction with a one-family detached dwelling if such cannabis cultivation complies with the conditions and standards set forth in Section 11.28.070 of the Jurupa Valley Municipal Code: Light Agriculture (A-1), Heavy Agriculture (A-2), Light Agriculture with Poultry (A-P), Citrus Vineyard (C/V), Natural Assets (N-A), One-Family Dwellings (R-1), One-Family Dwellings Mountain Resort (R-1A), Multiple-Family Dwellings (R-2), Limited Multiple-Family Dwellings (R-2A), General Residential (R-3), Village Tourist Residential (R-3A), Planned Residential (R-4), Residential Incentive (R-6), Residential Agricultural (R-A), Regulated Development (R-D), Rural Residential (R-R), Mobile Home Subdivisions and Mobile Home Parks (R-T), Mobile Home Subdivision Rural (R-T-R), Controlled Development Areas (W-2), Controlled Development Area with Mobile Homes (W-2-M), and Specific Plan (SP) when the underlying zone classification for that particular SP is one (1) of the other zone classifications identified in this section."

SECTION 8. Section 9.35.050 (Prohibition on commercial cannabis activity.), and Section 9.35.060 (Exempted commercial cannabis activity) of Chapter 9.35 (Zone classifications) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code are hereby repealed.

SECTION 9. Chapter 11.28 (Cannabis Prohibitions and Regulations) of Title 11 (Peace, Morals and Safety) of the Jurupa Valley Municipal Code is hereby renamed as "Cannabis Use and Personal Cultivation".

SECTION 10. Paragraph 9 of Section 11.28.010 (Findings and purpose.) of Chapter 11.28 (Cannabis Use and Personal Cultivation) of Title 11 (Peace, Morals and Safety) is hereby repealed.

SECTION 11. Section 11.28.030 (Definitions.) of Chapter 11.28 (Cannabis Use and Personal Cultivation) of Title 11 (Peace, Morals and Safety) is hereby amended to delete the definition of "commercial cannabis activity".

SECTION 12. Section 11.28.040 (Commercial cannabis activity prohibited.) of Chapter 11.28 (Cannabis Use and Personal Cultivation) of Title 11 (Peace, Morals and Safety) of the Jurupa Valley Municipal Code is hereby repealed.

SECTION 13. Section 11.28.050 (Cannabis cultivation prohibited.) of Chapter 11.28 (Cannabis Use and Personal Cultivation) of Title 11 (Peace, Morals and Safety) is

hereby amended to change all references in Subsections A and B from "Section 11.28.070" to "Section 11.28.050" and to add a new Subsection "D" to read as follows:

> "D. This Section shall only govern cannabis cultivation (1) for personal use by persons 21 years of age or older, (2) by qualified patients for their own personal use, or (3) by primary caregivers for use by qualified patients. This Section does not apply to commercial cannabis cultivation which is governed by Chapter 11.45."

SECTION 14. Section 11.28.060 (Medical marijuana dispensaries.) of Chapter 11.28 (Cannabis Use and Personal Cultivation) of Title 11 (Peace, Morals and Safety) of the Jurupa Valley Municipal Code is hereby repealed.

SECTION 15. Section 11.28.070 (Limited exemption from enforcement.) of Chapter 11.28 (Cannabis Use and Personal Cultivation) of Title 11 (Peace, Morals and Safety) of the Jurupa Valley Municipal Code is hereby amended to change the reference in Subsection A from "Section 11.28.070" to "Section 11.28.050", and to renumber Section 11.28.070 as Section 11.28.050. All subsequent Sections shall be consecutively renumbered.

SECTION 16. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The voters hereby declare that they would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 17. Effective Date. This Ordinance shall be considered as adopted upon the date the vote is declared by the legislative body, and shall go into effect November 4, 2020.

SECTION 18. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published in accordance with the law.

PASSED AND ADOPTED by the People of the City of Jurupa Valley, State of California, at the General Municipal Election held on November 3, 2020.

AN ORDINANCE OF THE PEOPLE OF THE CITY OF JURUPA VALLEY, CALIFORNIA REPEALING CHAPTER 3.86 (CANNABIS BUSINESS TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE JURUPA VALLEY MUNICIPAL CODE AND REPLACING IT WITH NEW CHAPTER 3.86 PERTAINING TO CANNABIS BUSINESS TAX REGULATIONS

THE PEOPLE OF THE CITY OF JURUPA VALLEY DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

A. On October 9, 2015, Governor Brown signed Assembly Bill 243, Assembly Bill No. 266, and Senate Bill 643 into law, which collectively were known as the Medical Cannabis Regulation and Safety Act (hereinafter "MCRSA"). The MCRSA established a State regulatory and licensing scheme for commercial medical cannabis businesses.

B. On November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"). The AUMA made it lawful under State and local law for persons 21 years of age or older to possess and cultivate limited quantities of cannabis for personal use. The AUMA also established a State regulatory and licensing scheme for commercial adult-use cannabis businesses.

C. On June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the MCRSA, included certain provisions of the MCRSA in the licensing provisions of the AUMA, and created a single regulatory scheme for both medicinal and adult-use cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). The MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether cannabis businesses could operate in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under the MAUCRSA including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more businesses licensed by the State, within that local jurisdiction.

D. In June 2018, Measure B was approved by the voters of Jurupa Valley prohibiting all commercial cannabis activity including cultivation, possession, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, and sales of cannabis and cannabis goods in the City.

E. In November 2018, Measure L was approved by the voters of Jurupa Valley, which created an exemption from enforcement to allow commercial cannabis activity in the following areas of the City: (1) retail cannabis businesses would only be

allowed in the General Commercial (C-1/C-P) and Rubidoux Village Commercial (R-VC) zones, and (2) other commercial cannabis businesses would be allowed in the General Commercial (C-1/C-P), Rubidoux Village Commercial (R-VC), Manufacturing-Service Commercial (MS-C), and Business Park (B-P) zones.

F. Measure L established a cannabis tax in the following amounts:

1. Up to a maximum of three dollars ($3) per square foot of space utilized in connection with the commercial cannabis activity, subject to adjustment by the City Council; and

2. Up to a maximum of twenty-five dollars ($25) per square foot of space utilized in connection with retail cannabis sales, subject to adjustment by the City Council.

G. The voters of Jurupa Valley seek to require all cannabis businesses, as such term is defined in this Ordinance, to pay their fair share of taxes to fund vital City services.

H. Sections 37101 and 37100.5 of the California Government Code authorize the City to levy a tax on businesses operating in the City for revenue purposes.

I. The People further declare that this tax shall be levied for unrestricted general government purposes and shall be levied only if approved by the majority of the voters voting on this Ordinance at the November 3, 2020 General Municipal Election.

SECTION 2. Chapter 3.86 (Cannabis Business Tax) of Title 3 (Revenue and Finance) of the Jurupa Valley Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 3.86 “Cannabis Business Tax” to read as follows:

“Chapter 3.86 Cannabis Business Tax

Sections:

3.86.010 Title.
3.86.020 Authority.
3.86.030 Purpose.
3.86.040 Intent.
3.86.050 Definitions.
3.86.060 Tax imposed.
3.86.070 Reporting and remittance of tax.
3.86.080 Payments and communications - timely.
3.86.090 Payment - when taxes deemed delinquent.
3.86.100 Notice not required by the city.
3.86.110 Penalties and interest.
3.86.120 Refunds and credits.
3.86.130 Refunds and procedures.
3.86.140 Personal cultivation not taxed.
3.86.150 Administration of the tax.

3.86.160 Appeals procedure.
3.86.170 Enforcement - action to collect.
3.86.180 Apportionment.
3.86.190 Constitutionality and legality.
3.86.200 Audit and examination of premises and records.
3.86.210 Other licenses, permits, taxes, fees or charges.
3.86.220 Payment of tax does not authorized unlawful business.
3.86.230 Deficiency determination.
3.86.240 Failure to report-Nonpayment, fraud
3.86.250 Tax assessment-Notice requirements.
3.86.260 Tax assessment-Hearing, application and determination.
3.86.270 Conviction for violation-Taxes not waived.
3.86.280 Violation deemed a misdemeanor.
3.86.290 Severability.
3.86.300 Remedies cumulative.

3.86.010 Title.

This chapter is designated and shall be known as the cannabis business tax ordinance.

3.86.020 Authority.

The purpose of this chapter is to establish a tax, for revenue purposes, pursuant to Sections 37101 and 37100.5 of the California Government Code, upon cannabis businesses that engage in business in the city. The cannabis business tax is levied based upon business gross receipts and square footage of canopy space. It is not a sales and use tax, a tax upon income, or a tax upon real property.

3.86.030 Purpose.

The cannabis business tax is a general tax enacted solely for unrestricted general revenue purposes, and not for specific purposes. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund and be available for any legal municipal purpose.

3.86.040 Intent.

The intent of this chapter is to levy a tax on all cannabis businesses that operate in the city, regardless of whether such business would have been legally operating at the time the cannabis business tax was adopted. Nothing in this chapter shall be interpreted to authorize or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken, including, but not limited to, the conduct or continuance of any illegal business or of a legal business in an illegal manner.

3.86.050 Definitions.

The following words and phrases shall have the meanings set forth below when used in this chapter:

A. "Business" shall include all activities engaged in or caused to be engaged in within the city, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code and is not limited to medical cannabis.

C. "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transferred into a concentrate including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis or other ingredient.

D. "Canopy space" means all areas occupied by any portion of a cannabis plant whether contiguous or noncontiguous on any one site. When cannabis plants occupy multiple horizontal planes (as when plants are placed on shelving above other plants) each plane shall be counted as a separate canopy area.

E. "Cannabis business" means a retailer, cultivation facility, distribution facility, manufacturing facility, or a testing laboratory. “Cannabis business” also means any business activity involving cannabis, including, but not limited to, cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis, of cannabis products or of ancillary products and accessories, whether or not carried on for gain or profit.

F. "Cannabis business tax" or "business tax" means the tax due pursuant to this chapter for engaging in cannabis business in the city.

G. "Cannabis cultivation" means cultivation in the course of conducting a cannabis business.

H. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

I. “Cultivation facility” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

J. “Distribution” means the procurement, sale and transport of cannabis and cannabis products between licensees.

K. “Distribution facility” means a business that transports cannabis goods between licensees, arranging for testing of cannabis goods, and conducts quality assurance review of cannabis goods to ensure compliance with all packaging and labeling requirements.

L. "Employee" means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

M. "Engaged in business as a cannabis business" means the commencing, conducting, operating, managing or carrying on of a cannabis business, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the city or coming into the city from an outside location to engage in such activities. A person shall be deemed engaged in business within the city if:

1. Such person or person's employee maintains a fixed place of business within the city for the benefit or partial benefit of such person;

2. Such person or person's employee owns or leases real property within the city for business purposes;

3. Such person or person's employee regularly maintains a stock of tangible personal property in the city for sale in the ordinary course of business;

4. Such person or person's employee regularly conducts solicitation of business within the city; or

5. Such person or person's employee performs work or renders services in the city.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."

N. "Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the city.

O. "Fiscal year" means July 1 through June 30 of the following calendar year.

P. "Gross receipts," except as otherwise specifically provided, means, whether designated a sales price, royalty, rent, commission, dividend, or other

designation, the total amount (including all receipts, cash, credits and property of any kind or nature) received or payable for sales of goods, wares or merchandise or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from gross receipts:

1. Cash discounts where allowed and taken on sales;

2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;

4. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

5. Cash value of sales, trades or transactions between departments or units of the same business;

6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;

7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;

8. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the finance department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees;

9. Retail sales of t-shirts, sweaters, hats, stickers, key chains, bags, books, posters or other personal tangible property which the tax administrator has excluded in writing by issuing an administrative ruling per Section 3.86.150 shall not be subject to the cannabis business tax under this chapter. However, any retail sales not subject to this chapter as a result of the administrative ruling shall be subject to the

appropriate business tax under Chapter 3.40 or any other chapter or title as determined by the tax administrator.

Q. "Manufacturing" means all aspects of the extraction process, infusion process, and packaging and labeling processes, including processing, preparing, holding, and storing of cannabis products. Manufacturing also includes any processing, preparing, holding, or storing of components and ingredients.

R. "Permit" means a cannabis regulatory permit issued by the City to a person to authorize that person to operate or engage in a cannabis business pursuant to Chapter 11.45 of the Jurupa Valley Municipal Code.

S. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

T. “Retailer” means a cannabis business that engages in the retail sale and delivery of cannabis and cannabis products to customers.

U. "Sale" means and includes any sale, exchange, or barter.

V. "State" means the State of California.

W. "State license" means a license issued by a State licensing authority for cannabis businesses. For cannabis retailers, distributors, microbusinesses and testing laboratories, the State license shall be issued by the Bureau of Cannabis Control. For commercial cannabis cultivation facilities, the State license shall be issued by the California Department of Food and Agriculture. For cannabis manufacturers, the State license shall be issued by the California Department of Public Health.

X. "Tax administrator" means the City Manager of the City of Jurupa Valley or his or her designee.

Y. "Testing laboratory" means a means a laboratory, facility, or entity in the city that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

2. Licensed by the Bureau of Cannabis Control.

3.86.060 Tax imposed.

A. There is imposed upon each person who is engaged in business as a cannabis business a cannabis business tax regardless if the business has been issued a permit to operate lawfully in the city or is operating unlawfully.

B. The rate of the cannabis business tax shall be as follows:

1. For every person who is engaged in cannabis cultivation in the city: $10 per square foot of canopy space in a facility that uses exclusively artificial lighting.

For purposes of this subdivision (B)(1), the square feet of canopy space for a business shall be rebuttably presumed to be the maximum square footage of canopy allowed by the business's city permit for cannabis cultivation, or, in the absence of a city permit, the square footage shall be the maximum square footage of canopy for cannabis cultivation allowed by the state license type. Should a city permit be issued to a business which cultivates only for certain months of the year, the city shall prorate the tax as to sufficiently reflect the period in which cultivation is occurring at the business. In no case shall canopy square footage which is authorized by the city cannabis permit but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation, unless the tax administrator is informed in writing and authorizes such reduction for the purpose of relief from the tax prior to the period for which the space will not be used, that such space will not be used.

2. For every person who engages in the operation of a testing laboratory: one percent (1%) of gross receipts.

3. For every person who engages in the retail sales of cannabis as a retailer: Four percent (4%) of gross receipts.

4. For every person who engages in a cannabis distribution business: two percent (2%) of gross receipts.

5. For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail), or any other type of cannabis business not described in subsection (B)(1), (2), (3) or (4): Two and half percent (2.5%) of gross receipts.

C. The city council may, by resolution or ordinance, adjust the rate of the cannabis business tax. However, in no event may the city council set any adjusted rate that exceeds the maximum rate calculated pursuant to subsection (D) of this section for the date on which the adjusted rate will commence.

D. The maximum rate shall be calculated as follows:

1. For every person who is engaged in cannabis cultivation in the city through June 30, 2021, the maximum rate shall be:

a) Ten dollars ($10.00) annually per square foot of canopy space.

On July 1, 2021 and on each July 1 thereafter, the maximum annual tax rate per square foot of each type of canopy space shall increase by the percentage change between January of the calendar year prior to such increase and January of the calendar year of

the increase in the applicable consumer price index for all urban consumers in Riverside County ("CPI") as published by the United States Government Bureau of Labor Statistics. However, no CPI adjustment resulting in a decrease of any tax imposed by this subdivision shall be made.

2. For every person who engages in the operation of a testing laboratory, the maximum tax rate shall not exceed two and one-half percent (2.5%) of gross receipts.

3. For every person who engages in the retail sales of cannabis as a retailer (dispensary) or non-store front retailer (delivery business), or microbusiness (retail sales activity) the maximum tax rate shall not exceed six percent (6%) of gross receipts.

4. For every person who engages in a cannabis distribution business, the maximum tax rate shall not exceed three percent (3%) of gross receipts.

5. For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail activity) or any other type of cannabis business not described in subsection (D)(1), (2), (3) or (4), the maximum tax rate shall not exceed four percent (4%) of gross receipts.

3.86.070 Reporting and remittance of tax.

A. The cannabis business tax imposed by this chapter shall be paid, in arrears, on a quarterly basis. For cannabis cultivation, the tax due for each calendar quarter shall be based on the square footage of the cultivation facility's canopy space during the quarter and the rate shall be twenty-five percent (25%) of the applicable annual rate. For all other cannabis businesses activities, the tax due for each calendar quarter shall be based on the gross receipts for the quarter.

B. Each person owing cannabis business tax for a calendar quarter shall, no later than the last day of the month following the close of the calendar quarter, file with the tax administrator a statement of the tax owed for that calendar quarter and the basis for calculating that tax. The tax administrator may require that the statement be submitted on a form prescribed by the tax administrator. The tax for each calendar quarter shall be due and payable on that same date as the statement for the calendar quarter is due.

C. Upon cessation of a cannabis business, tax statements and payments shall be immediately due for all calendar quarters up to the calendar quarter during which cessation occurred.

D. The tax administrator may, at his or her discretion, establish shorter report and payment periods for any taxpayer as the tax administrator deems necessary to ensure collection of the tax. The tax administrator may also require that a deposit, to be

applied against the taxes for a calendar quarter, be made by a taxpayer at the beginning of that calendar quarter. In no event shall the deposit required by the tax administrator exceed the tax amount he or she projects will be owed by the taxpayer for the calendar quarter. The tax administrator may require that a taxpayer make payments via a cashier's check, money order, wire transfer, or similar instrument.

E. For purposes of this section, the square feet of canopy space for a business shall be rebuttably presumed to be no less than the maximum square footage of canopy allowed by the cannabis facility's conditional use permit for cannabis cultivation, or, in the absence of such a permit, the square footage shall be the maximum square footage of canopy for cannabis cultivation allowed by the State license type. In no case shall canopy square footage which is authorized by the permit or State license but not utilized for cultivation be excluded from taxation unless the tax administrator is informed in writing, prior to the period for which the space will not be used, that such space will not be used.

3.86.080 Payments and communications—Timely remittance.

Whenever any payment, statement, report, request or other communication is due, it must be received by the tax administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Saturday, Sunday or a holiday, the due date shall be the next regular business day on which the city is open to the public.

3.86.090 Payment—When taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this chapter, the taxes required to be paid pursuant to this chapter shall be deemed delinquent if not received by the tax administrator on or before the due date as specified in Sections 3.86.070 and 3.86.080.

3.86.100 Notice not required by the city.

The tax administrator may as a courtesy send a tax notice to the business. However, the tax administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this chapter.

3.86.110 Penalties and interest.

A. Any person who fails or refuses to pay any cannabis business tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten percent (10%) of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent (1.0%) per month.

2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one percent (1.0%) per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one percent (1.0%) per month on the first day of the month for the full month, and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this section, and any other amount allowed under state law.

3.86.120 Refunds and credits.

A. No refund shall be made of any tax collected pursuant to this chapter, except as provided in Section 3.86.130.

B. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of a business.

3.86.130 Refunds and procedures.

A. Whenever the amount of any cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the city under this chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the tax administrator within one (1) year of the date the tax was originally due and payable.

B. The tax administrator, his or her designee or any other city officer charged with the administration of this chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the tax administrator to do so.

C. In the event that the cannabis business tax was erroneously paid and the error is attributable to the city, the city shall refund the amount of tax erroneously paid up to one (1) year from when the error was identified.

3.86.140 Personal cultivation not taxed.

The provisions of this chapter shall not apply to personal cannabis cultivation, as defined in the Medicinal and Adult Use Cannabis Regulation and Safety Act. This

chapter shall not apply to personal use of cannabis that is specifically exempted from state licensing requirements, that meets the definition of personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that personal use.

3.86.150 Administration of the tax.

A. It shall be the duty of the tax administrator to collect the taxes, penalties, fees, and perform the duties required by this chapter.

B. For purposes of administration and enforcement of this chapter generally, the tax administrator may from time to time promulgate such administrative interpretations, rules, and procedures consistent with the purpose, intent, and express terms of this chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The tax administrator may take such administrative actions as needed to administer the tax, including, but not limited to:

1. Provide to all cannabis business taxpayers forms for the reporting of the tax;

2. Provide information to any taxpayer concerning the provisions of this chapter;

3. Receive and record all taxes remitted to the city as provided in this chapter;

4. Maintain records of taxpayer reports and taxes collected pursuant to this chapter;

5. Assess penalties and interest to taxpayers pursuant to this chapter;

6. Determine amounts owed and enforce collection pursuant to this chapter.

3.86.160 Appeal procedure.

Any taxpayer aggrieved by any decision of the tax administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this chapter may appeal to the city manager by filing a notice of appeal with the city clerk within thirty (30) days of the serving or mailing of the determination of tax due. The city clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the city clerk, or his or her designee, shall give notice in writing to such operator at the last known place of address. The finding of the city manager shall be final and conclusive and shall be served upon the appellant in the manner prescribed by this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

3.86.170 Enforcement—action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this chapter shall be deemed a debt owed to the city. Any person owing money to the city under the provisions of this chapter shall be liable in an action brought in the name of the city for the recovery of such debt. The provisions of this section shall not be deemed a limitation upon the right of the city to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this chapter or the failure to comply with any of the provisions of this chapter.

3.86.180 Apportionment.

If a business subject to the tax is operating both within and outside the city, it is the intent of the city to apply the cannabis business tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the city. To the extent federal or state law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her tax return. The tax administrator may promulgate administrative procedures for apportionment as he or she finds useful or necessary.

3.86.190 Constitutionality and legality.

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for by this chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the United States or California Constitutions or a violation of any other provision of the California Constitution or state law. If a person believes that the tax, as applied to him or her, is impermissible under applicable law, he or she may request that the tax administrator release him or her from the obligation to pay the impermissible portion of the tax.

3.86.200 Audit and examination of premises and records.

A. For the purpose of ascertaining the amount of cannabis business tax owed or verifying any representations made by any taxpayer to the city in support of his or her tax calculation, the tax administrator shall have the power to inspect any location where a cannabis business is operating in the city and to audit and examine all books and records (including, but not limited to, bookkeeping records, state and federal income tax returns, and other records relating to the gross receipts of the business) of persons engaged in cannabis businesses. In conducting such investigation, the tax administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records.

B. It shall be the duty of every person liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of at least

three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the city, which records the tax administrator or his/her designee shall have the right to inspect at all reasonable times.

3.86.210 Other licenses, permits, taxes, fees or charges.

A. Nothing contained in this chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other chapter of this code or any other ordinance or resolution of the city, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other chapter of this code or any other ordinance or resolution of the city. Any references made or contained in any other chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other chapter of this code.

B. The tax administrator may revoke or refuse to renew the business registration required by Chapter 5.05 of this code for any business that is delinquent in the payment of any tax due pursuant to this chapter or that fails to make a deposit required by the tax administrator pursuant to Section 3.86.070.

3.86.220 Payment of tax does not authorize unlawful business.

A. The payment of a cannabis business tax required by this chapter and/or its acceptance by the city shall not entitle any person to carry on any cannabis business unless the person has complied with all of the requirements of applicable laws.

B. No tax paid under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business and/or any business in violation of applicable laws.

3.86.230 Deficiency determinations.

If the tax administrator is not satisfied that any statement filed as required under the provisions of this chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made,

a notice shall be given to the person concerned in the same manner as notices of assessment are given under Section 3.86.250.

3.86.240 Failure to report—Nonpayment, fraud.

A. Under any of the following circumstances, the tax administrator may make and give notice of an assessment of the amount of tax owed by a person under this chapter at any time:

1. If the person has not filed a complete statement required under the provisions of this chapter;

2. If the person has not paid the tax due under the provisions of this chapter;

3. If the person has not, after demand by the tax administrator, filed a corrected statement, or furnished to the tax administrator adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this chapter; or

4. If the tax administrator determines that the nonpayment of any business tax due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the tax administrator to be due or estimated by the tax administrator, after consideration of all information within the tax administrator's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

3.86.250 Tax assessment—Notice requirements.

The notice of assessment shall be served upon the person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the tax administrator for the purpose of receiving notices provided under this chapter; or, should the person have no address registered with the tax administrator for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

3.86.260 Tax assessment—Hearing, application and determination.

Within thirty (30) days after the date of service the person may apply in writing to the tax administrator for a hearing on the assessment. If application for a hearing before the city is not made within the time herein prescribed, the tax assessed by the tax administrator shall become final and conclusive. Within thirty (30) days of the receipt of any such application for hearing, the tax administrator shall cause the matter to be set for hearing before him or her no later than thirty (30) days after the receipt of the application, unless a later date is agreed to by the tax administrator and the person requesting the hearing. Notice of such hearing shall be given by the tax administrator to the person requesting such hearing not later than five (5) days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the tax administrator should not be confirmed and fixed as the tax due. After such hearing the tax administrator shall determine and reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 3.86.250 for giving notice of assessment.

3.86.270 Conviction for violation—Taxes not waived.

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this chapter or of any state law requiring the payment of all taxes.

3.86.280 Violation deemed misdemeanor.

Any person violating any of the provisions of this chapter is deemed guilty of a misdemeanor.

3.86.290 Severability.

If any provision of this chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

3.86.300 Remedies cumulative.

All remedies and penalties prescribed by this chapter or which are available under any other provision of the Jurupa Valley Municipal Code and any other provision of law or equity are cumulative. The use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.

SECTION 3. Effective Date. This Ordinance shall be considered as adopted upon the date the vote is declared by the legislative body, and shall go into effect November 4, 2020.

SECTION 4. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published in accordance with the law.

PASSED AND ADOPTED by the People of the City of Jurupa Valley, State of California, at the General Municipal Election held on November 3, 2020.

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 17.B**

INTRODUCTION OF AN ORDINANCE OF THE CITY OF JURUPA VALLEY PROVIDING FOR THE PROTECTION OF HEALTH AND SAFETY ON PUBLIC PROPERTY, INCLUDING PROHIBITING CERTAIN CONDUCT ON PUBLIC PROPERTY AND THE REMOVAL AND CLEAN-UP OF TRASH, DEBRIS AND ABANDONED PERSONAL PROPERTY

RECOMMENDATION

1) That the City Council conduct a first reading and introduce Ordinance No. 2020-07, entitled:

   AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTERS 11.75 AND 11.80 TO THE JURUPA VALLEY MUNICIPAL CODE PROVIDING FOR THE PROTECTION OF HEALTH AND SAFETY ON PUBLIC PROPERTY, INCLUDING PROHIBITING LIVING IN VEHICLES, HINDERING FREE PASSAGE OF PEDESTRIANS, CERTAIN BODILY FUNCTIONS, AND STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY AND PROVIDING FOR THE REMOVAL AND CLEAN-UP OF TRASH, DEBRIS AND ILLEGALLY STORED OR ABANDONED PERSONAL PROPERTY

2) That the City Council adopt a revised Administrative Procedure regarding the Removal of Unlawful Campsites and Personal Property.

BACKGROUND:

Homelessness and its community impacts continue to create significant challenges for local governments throughout California. The City's operational response to homelessness prioritizes a compassionate approach to addressing homelessness. With Community Development Block Grant funding, the City has contracted with Path of Life Ministries to provide various homelessness mitigation services, such as overnight shelter, meals, counseling, and case management. The City also participates in a homelessness mitigation group being led by the City of Riverside and a local group for the City of Jurupa Valley. These groups meet informally on a quarterly basis, or more

the City of Jurupa Valley. These groups meet informally on a quarterly basis, or more frequently when needed, to discuss operational approaches to mitigate homelessness. Further, the Riverside County Sherriff's Department, which is contracted to provide law enforcement services for the City, operates a Homeless Outreach Team which aims to minimize an enforcement-only approach to responding to issues associated with homelessness.

Despite these efforts, due to complex socioeconomic forces beyond the City's control, the physical presence and impacts of homelessness remain obvious to residents and visitors. The City has a homeless population that fluctuates between 130-170 persons on an annual basis with many of them on public property. The 2020 County-wide Point in Time Homeless Survey reflected 103 unsheltered homeless individuals in the City of Jurupa Valley. The Survey also shows a sharp increase in the number of individuals experiencing homelessness in Riverside County, rising 21% since the previous year. This increase has raised concern among residents and the business community. For example, since May 2019 the City's Code Enforcement Officers have received 228 total complaints for homeless encampments, including encampments on both private property and public property.

As a result, and following thorough legal analysis of best practices from other cities struggling with the same issues, staff is recommending (1) the introduction of an ordinance intended to maintain and clean-up of public property to protect the health, safety and quality of life that people in the City expect and deserve; and 2) the adoption of a revised administrative procedure that describes the process for effectively and compassionately addressing the need to remove trash, debris and hazardous materials on public property while preserving the personal property of persons who may have in areas being cleaned.

In December 2019 the Council introduced an ordinance addressing several of these issues providing for enforcement through criminal proceedings and administrative fines. The American Civil Liberties Union ("ACLU") objected to that ordinance as being unconstitutional. Council Member Chris Barajas, members of the Staff the City Attorney's Office met with representatives of the ACLU to discuss the proposed ordinance and those portions the ACLU believed were unconstitutional. The City Attorney believes the proposed ordinance complies with state and federal laws and court cases and appropriately addresses the concerns raised by the ACLU.

ANALYSIS

Prohibitions of Certain Behaviors on Public Property to Maintain Health and Safety:

The courts and the State Legislature have expressly recognized the power of a city to regulate conduct on streets, sidewalks, or other public places, and has specifically authorized local ordinances governing the use of municipal parks and public property. Recent court decisions have prohibited state and local governments from imposing criminal penalties on homeless persons camping on public property unless adequate temporary beds were available in the jurisdiction for the homeless. The court decisions

have, however, explicitly upheld the authority of state and local governments to enact and enforce ordinances that maintain and protect public health and safety.

In accordance with these court decisions, the recommended ordinance prohibits certain conduct on public property which will adversely affect the public health and safety on public property, including a prohibition on hindering or obstructing the free passage of other individuals, urination and defecation, storing and accumulating trash, debris or personal property, and inhabiting vehicles that are parked in certain restricted areas. This conduct has resulted in significant adverse health and safety issues for the people in Jurupa Valley. Additionally, other cities are facing severe health and safety issues as a result of such conduct.

Administrative Procedure for the Removal of Unlawful Campsites, Bulky Items, and Personal Property in Order to Maintain Health and Safety:

The City's streets, sidewalks, parking lots, parks and other public areas are intended for daytime use by the general public, not for storage of personal, stolen, or abandoned property, or for overnight occupancy. Detrimental impacts from illegal storage, dumping, or camping in these public areas, which are not designed for such storage or human habitation, include lack of proper water and sanitary facilities, safety hazards for visitors and the inhabitants of substandard temporary structures, presence of trash and debris, criminal activities including illegal drug use, and other conditions that are inconsistent with the intended use and enjoyment of these areas by the general public.

This Administrative Procedure will guide implementation and enforcement of Chapters 11.75 and 11.80 of the Jurupa Valley Municipal Code which prohibit the storing of personal property on public property. This procedure requires outreach to affected individuals, referral of individuals to supportive services, reasonable advance notice to affected individuals of the deadlines by which they are to remove their personal property from public property, and the City's storage of personal property that has not been removed by the City established deadline.

General Provisions of the Ordinance.

The proposed ordinance is a public property clean-up ordinance. It is designed to provide the City with the authority it needs to clean up trash, debris and hazardous materials on public property and to prevent the accumulation of those conditions on public property. It does not punish people in violation of the ordinance with traditional punishments such as misdemeanor or fines which are ineffective for the types of conduct prohibited in this ordinance.

FINANCIAL IMPACT

None.

ALTERNATIVES

1. Provide comments to Staff and request changes to the proposed Ordinance and Administrative Procedure.

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Keith Clarke
Chief Building Official

Reviewed by:

Peter M. Thorson
City Attorney

Reviewed by:

George A. Wentz
Deputy City Manager

Attachments:

1. Proposed Ordinance
2. Proposed Administrative Procedure

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTERS 11.75 AND 11.80 TO THE JURUPA VALLEY MUNICIPAL CODE PROVIDING FOR THE PROTECTION OF HEALTH AND SAFETY ON PUBLIC PROPERTY, INCLUDING PROHIBITING LIVING IN VEHICLES, HINDERING FREE PASSAGE OF PEDESTRIANS, CERTAIN BODILY FUNCTIONS, AND STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY AND PROVIDING FOR THE REMOVAL AND CLEAN-UP OF TRASH, DEBRIS AND ILLEGALLY STORED OR ABANDONED PERSONAL PROPERTY

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

Section 1. <u>Addition of Chapter 11.75.</u> A new Chapter 11.75, *Prohibition Against Certain Conduct on Public Property* , is hereby added to Title 11 of the Jurupa Valley Municipal Code to read as follows:

"Chapter 11.75. - Prohibition Against Certain Conduct on Public Property.

Sec. 11.75.010. - Purpose.

A. The courts and the State Legislature have expressly recognized the power of a city to regulate conduct on streets, sidewalks, or other public places, and has specifically authorized local ordinances governing the use of municipal parks and public property. Recent court decisions have prohibited state and local governments from imposing criminal penalties on homeless persons camping on public property, but the courts have explicitly upheld the authority of state and local governments to enact and enforce ordinances that maintain and protect public safety and public health.

B. In accordance with these court decisions, this Chapter prohibits certain conduct on public property which will adversely affect public health and public safety, including a prohibition on hindering or obstructing the free passage of other individuals, performing bodily functions, including urination and defecation, walking, standing, or lying on certain public property; storing and accumulating trash, debris or personal property, and inhabiting vehicles in parked certain restricted areas. This conduct has resulted in significant adverse health and safety issues for the people in Jurupa Valley.

C. The public areas within the city, including streets, sidewalks, parks, public buildings and public land, should be readily accessible and available to residents and the public at large for use in a safe and healthy manner. The use of these areas in a manner that hinders or obstructs the free passage of pedestrians, exercise of bodily functions, habitation in vehicles interferes with the ability of residents and the public at large to use the areas in the healthy and safe manner for the uses intended. Such activity and their attendant negative effects constitute a significant public health and safety hazard, which adversely impacts other members of the public and neighborhoods, as well as industrial, agricultural,

and commercial areas. The city's streets, sidewalks, parking lots, parks and other public areas are intended for free passage use without health and safety problems. Detrimental impacts from activity that hinders or obstructs the free passage of pedestrians, exercise of bodily functions, habitation in vehicles include lack of proper water and sanitary facilities, safety hazards for pedestrians and the inhabitants of vehicles, presence of trash and debris, criminal activities including illegal drug use, and other conditions which are inconsistent with the intended use and enjoyment of these areas by the general public, and constitutes a public health and safety hazard. A purpose of this chapter is to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city, in a clean, sanitary and accessible condition. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public.

Sec. 11.75.020. - Definitions.

The following definitions apply to this chapter.

A. *Business establishments* mean retail stores, food markets, theaters, restaurants, drive-in restaurants, gasoline service stations, bars, hotels, motels, or any other establishment which is open to and provides the public with any goods or services

B. *Public property* means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly-owned park, building, street, sidewalk, way, path, alley, parking lot or other public property owned or controlled by the city and located within the city of Jurupa Valley and such other publicly owned property for which the city is authorized by contract or permit to maintain.

C. *Street* means all streets, avenues, highways, lanes, alleys, ways, crossings or intersections, co-routes and cul-de-sacs and city rights of way adjacent thereto.

Sec. 11.75.030. - Free passage shall not be hindered or obstructed.

A. No person or persons shall stand, sit, linger, idle, or lie on any street, alley, sidewalk, park or other public place, or in or about the entrance or exit of any business establishment or public building, either on foot or in an automobile or other vehicle, in such a manner as to obstruct or hinder the free passage of persons along such public way, including obstructing the public right of way in a manner that restricts passage as required by the Americans with Disabilities Act, or obstruct or hinder persons entering and exiting from any business establishment or public building, or in such a manner as to create a health or safety hazard for the community or for the patrons of such public place.

B. No person in violation of this prohibition shall refuse or fail to disperse or move on when directed to do so by a police officer or city employee.

Sec. 11.75.040. - Public urination and defecation prohibited.

A. No person shall urinate or defecate on any public street, roadway, boulevard, alley, parking lot, sidewalk, or any other property owned, controlled and/or operated by the city, county or any public agency, or on private property in any area exposed to the public view, except when using a urinal, toilet, or commode located in a bathroom, restroom, or other structure specifically designated for the purpose of urination and defecation.

B. Violations of this section shall be subject to the applicable punishments pursuant to Chapter 1.20 of Title 1 of the Jurupa Valley Municipal Code, Administrative Penalties and shall not be subject to prosecution as misdemeanors or infractions.

Sec. 11.75.050. - Use of vehicles for human habitation restricted on city streets and public property.

A. It is unlawful for any person to use a vehicle for human habitation on any street or public property, unless such use of authorized the Jurupa Valley Municipal Code, including Section 12.25.140, Unlawful Parking of Recreational Vehicles, as follows:

(1) Between the hours of 9:00 p.m. and 6:00 a.m. in residential and commercial zones; and

(2) Between the hours of 9:00 p.m. and 6:00 a.m. within 500 feet of a residence, meaning a building used for living, including a house, condominium, apartment unit, or other similar dwelling unit affixed to real property, located in any zone; and

(3) At any time, within 500 feet of a park or a public or private licensed school for pre-kindergarten through 12th grade, pre-school, youth center, or daycare facility. School for purposes of this section does not include a vocational or professional institution of higher education, including a community or junior college, college, or university.

B. For purposes of this section, evidence of human habitation may include observations, considering all the circumstances, that a person is using a vehicle for: sleeping; bathing; preparing or cooking meals; possessing or storing items that are not associated with ordinary vehicle use, such as a sleeping bag, bedroll, blanket, sheet, pillow, used bedding, kitchen utensils, cookware, cooking equipment, camping gear, food, water, personal grooming items, or containers of feces or urine. Evidence of human habitation also may include observations, considering all the circumstances, that: a person has obscured some or all of the vehicle's windows; there is litter, rubbish, or waste in or around the vehicle; there is furniture set up in or around the vehicle, such as chairs, tables,

umbrellas, or portable cooking equipment; or there is evidence of human urination or defecation around the vehicle.

C. A person who is not in compliance with this Section shall have the opportunity to move the vehicle in violation of this Section to a location outside of the areas described in Subsection A within a reasonable time not exceeding thirty (30) minutes from the time when directed to do so by a police officer or city employee.

Sec. 11.75.060. - Limitation on applicability.

This chapter is not intended to violate and shall not be applied or enforced in a manner that violates the United States or California Constitutions and applicable state or federal statutes, and shall be construed and applied in accordance with such laws.

Sec. 11.75.070. - Enforcement.

A. Violations of this Chapter shall not be subject to the misdemeanor, infraction, or administrative prosecutions described in Title 1 of the Jurupa Valley Municipal Code.

B. Nothing herein precludes the enforcement of any other laws such as parking restrictions, including, but not limited to, prohibitions on overnight parking, storage of vehicles, littering, illegal discharge or dumping of materials, and parking for more than seventy-two hours.

C. Nothing in this chapter shall limit or preclude the enforcement of any other applicable laws or civil remedies or nuisance abatement remedies available for violations of this chapter."

Section 2. <u>Addition of Chapter 11.80.</u> A new Chapter 11.80, *Storage of personal property on public property*, is hereby added to Title 11 of the Jurupa Valley Municipal Code to read as follows:

"Chapter 11.80. - Storage of personal property on public property.

Sec. 11.80.010. - Purpose.

A. The courts and the State Legislature have expressly recognized the power of a city to regulate conduct on streets, sidewalks, or other public places, and has specifically authorized local ordinances governing the use of municipal parks and public property. Recent court decisions have prohibited state and local governments from imposing criminal penalties on homeless persons camping on public property, but the courts have explicitly upheld the authority of state and local governments to enact and enforce ordinances that maintain and protect public safety and public health.

B. In accordance with these court decisions, this Chapter prohibits certain conduct on public property which will adversely affect the public health and public safety on public property, including a prohibition on the storage and accumulation of trash, debris,

and hazardous materials on public property. This conduct has resulted in significant adverse health and safety issues for the people in Jurupa Valley.

C. The public areas within the city, including streets, sidewalks, parks, public building and public land, should be readily accessible and available to residents and the public at large for use in a safe and healthy manner. The use of these areas for storage and accumulation of trash, debris and personal property interferes with the ability of residents and the public at large to use these areas in the healthy and safe manner for the intended uses. Such storage of trash, debris and personal property and their attendant negative effects constitute a significant public health and safety hazard, which adversely impacts other members of the public and neighborhoods, as well as industrial, agricultural, and commercial areas. The city's streets, sidewalks, parking lots, parks and other public areas are intended for use by the general public, not for storage of personal, stolen, or abandoned property. Detrimental impacts from illegal storage, or dumping in these public areas which are not designed for such storage include lack of proper water and sanitary facilities to maintain storage areas, safety hazards for visitors and the inhabitants of substandard temporary structures, presence of trash and debris, harborage of disease-carrying rodents and vectors, criminal activities including illegal drug use, deposit and dumping of biological materials, hazardous substances, or hazardous waste, and other conditions which are inconsistent with the intended use and enjoyment of these areas by the general public. Moreover, the proliferation of lost, abandoned, or stolen shopping carts or wheeled carts around the city results in the obstruction of free access to sidewalks, streets, parking lots, and other ways; interferes with pedestrian and vehicular traffic on public and private streets; and impedes emergency services. A purpose of this chapter is to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public areas within the city, in a clean, sanitary and accessible condition. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public property.

Sec. 11.80.020. - Definitions.

The following definitions apply to this chapter.

A. *Administrative procedure* means the city's administrative procedure for the removal of personal property approved by the City Manager as established pursuant to section 11.80.120 herein.

B. *Notice to remove personal property* means the form of notice provided in the administrative procedure.

C. *Person* means any individual, group, business, company, corporation, joint venture, partnership or other entity or association composed of two or more individuals.

D. *Personal property* means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, bicycles, shopping carts, and personal items such as luggage, backpacks, clothing, documents, medication, and household items.

E. *Public property* means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly owned park, building, street, sidewalk, way, path, alley, park, parking lot or other public property owned or controlled by the city and located within the City of Jurupa Valley and such other publicly owned property for which the city is authorized by contract or permit to maintain.

F. *Store*, *Stored*, *Storage* or *Storing* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

G. *Tent* means any tent, as that term is generally understood, and also includes any tarpaulin, cover, structure or shelter, made of any material which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarpaulins, cover, structure or shelter.

Sec. 11.80.030. - Prohibition on the storage of personal property on public property.

Except as may otherwise be expressly permitted by the Jurupa Valley Municipal Code, no person shall store any personal property on public property.

Sec. 11.80.040. - Prohibition on attachments.

Except as may otherwise be expressly permitted by the Jurupa Valley Municipal Code, no person shall erect any barrier against or join any wires, ropes, chains or otherwise attach any personal property to any public property including any trees or plants including, but not limited to, a building or a portion thereof, playground equipment, fencing, bike rack, table, bench, tree, bush, shrub or plant, without the city's prior written consent.

Sec. 11.80.050. - Removal of stored personal property— Discarding of stored personal property.

In the event personal property placed on public property poses an immediate threat to the health or safety of the public, including, without limitation, a threat arising from the personal property containing biological materials, hazardous substances, or hazardous waste, the city may remove and discard it without prior notice.

Sec. 11.80.060. - Pre-removal notice.

In the event city employees or agents determine that property is being stored on public property, notice of the city's removal of personal property shall be provided as set forth in the Administrative Procedure.

Sec. 11.80.070. - Failure to remove attended personal property.

No person shall fail to remove personal property stored on public property by the date of scheduled removal provided on the written notice posted in accordance with the Administrative Procedure.

Sec. 11.80.080. - Storage and disposal.

Personal property which is not removed by the date of scheduled removal set forth on the notice posted pursuant to this chapter and the Administrative Procedure may be removed and stored or disposed of in accordance with the Administrative Procedure.

Sec. 11.80.090. - Repossession.

As set forth in the Administrative Procedure, the owner or other person entitled to possession of personal property removed and stored by the city may repossess the personal property prior to its disposal. Personal property not claimed within the time period set forth in the Administrative Procedure is deemed abandoned.

Sec. 11.80.100. - Illegal dumping.

Nothing in this chapter precludes the enforcement of any law, ordinance or regulation of any governmental entity relating to illegal dumping or deposit of hazardous substances.

Sec. 11.80.110. - Limitation on applicability.

This chapter is not intended to violate and shall not be applied or enforced in a manner that violates the United States or California Constitutions and applicable state or federal statutes.

Sec. 11.80.120. - Establishment of administrative procedure by City Manager.

A. The City Manager is hereby authorized and directed to establish the administrative procedure for the removal of personal property ("Administrative Procedure"). The Administrative Procedure shall provide the procedures necessary to implement the requirements of this chapter. The City Manager shall post the Administrative Procedure on the city's website. The City Manager is authorized to delegate to other city officials the duty and authority to implement the administrative procedure.

B. The Administrative Procedure is the principal means by which this Chapter shall be enforced and the detrimental impacts of the storage of personal property on public property shall be mitigated. Violations of this Chapter are not subject to enforcement by means of misdemeanor penalties or administrative penalties. Nothing in this chapter shall limit or preclude civil enforcement of any other applicable laws or civil remedies or nuisance abatement remedies available for violations of this chapter."

Section 3. <u>Severability</u>. If any sections, subsections, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision or legislation of any court of competent jurisdiction, or by reason of preemptive legislation, such decision or legislation shall not affect the validity of the remaining portions of the Ordinance. The City

Council declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more of the sections, subsections, sentences, clauses, or phrases thereof is declared invalid or unconstitutional.

Section 4. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 5. Effective Date. This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2020.

_____
Anthony Kelly, Jr.
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2020-07 was introduced at a meeting of the City Council on the 7th day of May, 2020 and was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 21st day of May, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of May, 2020.

_____
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley

4-23-20

City of Jurupa Valley

Administrative Procedure

Removal of Trash, Debris and Personal Property

PURPOSE:

The public areas within the city, including streets, sidewalks, parks, public buildings and public land, should be readily accessible and available to residents and the public at large for use in a safe and healthy manner. The use of these areas in a manner that hinders or obstructs the free passage of pedestrians, exercise of bodily functions, habitation in vehicles interferes with the ability of residents and the public at large to use the areas in the healthy and safe manner for the uses intended. Such activity and their attendant negative effects constitute a significant public health and safety hazard, which adversely impacts other members of the public and neighborhoods, as well as industrial, agricultural, and commercial areas. The city's streets, sidewalks, parking lots, parks and other public areas are intended for free passage use without health and safety problems. Detrimental impacts from activity that hinders or obstructs the free passage of pedestrians, exercise of bodily functions, habitation in vehicles include lack of proper water and sanitary facilities, safety hazards for pedestrians and the inhabitants of vehicles, presence of trash and debris, criminal activities including illegal drug use, and other conditions which are inconsistent with the intended use and enjoyment of these areas by the general public, and constitutes a public health and safety hazard. A purpose of this Chapter 11.80 of the Jurupa Valley Municipal Code is to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city, in a clean, sanitary and accessible condition. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public.

This Administrative Procedure is authorized by Section 11.80.120 of the Jurupa Valley Municipal Code will guide implementation of those provisions of the Jurupa Valley Municipal Code regulating and which prohibits encampments and the storing of personal property and shopping carts on public property, including, without limitation, Chapter 11.80 of the Jurupa Valley Municipal Code (the "Code Provisions"). The City Manager is authorized to amend and modify this Administrative Procedure. This procedure requires outreach to affected individuals, referral of individuals to supportive services, reasonable advance notice to affected individuals of the deadlines by which they are to remove their personal property from public property, and the City's storage of personal property that has been removed by the City established deadline.

RELEVANT LAWS/CODES (NOT EXCLUSIVE):

Jurupa Valley Municipal Code Chapter 11.80 - Storage of Personal Property on Public Property (Check https://library.municode.com/ca/jurupa_valley/codes/code_of_ordinances for the most recent version and updates of Chapter 11.80):

ADMINISTRATIVE PROCEDURE

DEFINITIONS. As used in this Administrative Procedure, all terms shall have the definitions as used in Chapters 11.75 and 11.80 of the Jurupa Valley Municipal Code and the following:

"Outreach Liaison" or "Public Works Outreach Liaison" shall mean the person designate by City Manager to perform the tasks and responsibilities outlined in the Administrative Procedure and such other delegates or deputies as may be needed.

"Unlawful encampment" or "unlawful storage" shall mean the storage of personal property, encampments, and other actions in violation of the Jurupa Valley Municipal Code, including without limitation, Chapters 11.75 and 11.80 of the Jurupa Valley Municipal Code.

"Chief of Police" shall mean the commanding officer of the Riverside County Sheriff's Department or such other police agency under contract to provide police services to the City of Jurupa Valley or his or her designee.

REMOVAL OF PERSONAL PROPERTY FROM UNLAWFUL ENCAMPMENTS OR UNLAWFUL STORAGE

STEP ONE: **Reporting an Unlawful Encampment or Unlawful Storage of Personal Property**.

All reports of the storage of personal property on public property in violation of the Jurupa Valley Municipal Code ("unlawful storage"), are to be directed to the Public Works Outreach Liaison. The Outreach Liaison can also initiate a response on the City's behalf without having first received a report. A report can be filed in any number of ways via the City Web-site, email, voicemail or by calling the Jurupa Valley's Homeless Outreach Hotline at (951) 332-6363 or the City public portal app. Receipt of the message shall be acknowledged within acknowledge receipt of the message within 24 hours whenever possible.

Each report shall be logged into the Marginally Housed Response Database and assigned a unique Job Order Number. This identification number shall be used to track the event from the beginning through to the end of the actual clean-up and if applicable the storage of personal property.

Site Visit:

The Outreach Liaison shall conduct a site visit, and document the following:

1) The exact location shall be verified and documented into the City's Geographical Information System;

2) The number of encampments and estimated number of people within the area;

3) The threat of hazardous conditions, or illegal operations;

4) Photograph the situation;

5) Size and scope of work;

6) Unique circumstances; and

7) Identify the property owner(s) of personal property (if possible); and

8) Identity of property owner(s) of the real property.

The Outreach Liaison shall determine whether the presence of the accumulation of rubbish, refuse, trash, debris, and dirt created therefrom, constitutes a health, safety, or other hazard to lives, property or the general well-being of the public. Upon his/her determination of a health, safety, or other hazard, s/he shall immediately begin the process to abate these conditions.

If on public property, the procedures described in this Administrative Procedure shall be followed.

If on private property or property owned or controlled by a governmental entity other than as defined in public property, the Outreach Liaison shall initiate public nuisance abatement proceedings pursuant to Chapter 6.60 and notify the owner(s) of such property, and may notify the person(s) in possession or control of such property if different from the owner(s) thereof, to remove the unlawful encampment, or the accumulation of rubbish, refuse, trash, debris, and dirt created therefrom within thirty (30) days of the date of the Notice has been mailed or served pursuant to this Administrative Procedure. These procedures shall govern the actual clean-up and abatement of nuisances on private property once the property is declared a public nuisance.

On private property or property owned or controlled by a governmental entity other than as defined in public property, the Outreach Liaison and City contractors shall not enter private property to abate the nuisances unless s/he has obtained consent of the owner or an inspection warrant or an abatement warrant as required by law.

<u>Engage Outreach Staff</u>:

Cleanup of properties with trash and debris shall, whenever possible, include an outreach strategy for those living in encampments. The purpose of the outreach is to unite and engage the appropriate social service providers with the needs of persons living in the encampments. The City shall strive to respond within 72-hours of receiving a request for service. Within this time frame, an assessment of the encampment person's needs shall be provided with a timeline for action. This plan of action becomes the “outreach strategy,” unique to each case and point in time and shall be implemented prior to each cleanup and whenever possible, with the full understanding that at some critical date in the future the actual cleanup will occur.

Establish a Clean-Up Date:

If there is an apparent immediate threat to the public health, safety, or welfare, or immediate threat to others, themselves, or to private or public property, a 24-hour notice shall be prepared for an immediate response and the conditions giving rise to the immediate threat shall be documented in writing.

For those encampments not posing an immediate health, safety or welfare concern or immediate threat to others, themselves or property, the City and service providing agencies shall agree to a reasonable period of time to allow the service providers to complete their outreach. They shall share this assessment with the City and a tentative cleanup date shall be considered. The City working with its cleanup contractor and Sheriff's Department shall also consider the best time for cleanup to begin. The needs of each shall be balanced and a cleanup date shall be established.

STEP TWO: **Prepare Notice to Vacate**.

Once a clean-up date has been agreed upon, the City shall post and photograph at the encampment location, a "Notice to Vacate" consistent with Chapter 11.80 in substantially the form attached as Exhibit B. The posting and/or distribution of the notice shall be performed in a manner which is reasonably calculated to provide effective notice to any occupants of the encampment. The notice shall describe the area subject to clean-up. It may be posted in more than one location if necessary so inhabitants of the encampment will be likely to see it. Photographs shall be shared with the City as soon as possible.

The prior notice procedures set forth above shall not apply if the occupants of an encampment have been removed incident to citation or arrest, nor shall these procedures apply in circumstances where the encampment poses an immediate and substantial threat to the health and safety of the public. In these situations, the City may immediately clean up the encampment, removing and storing all apparent personal property located at the encampment in order to protect the unattended personal property from theft or vandalism and to ensure that the presence of such personal property does not interfere with the use of public land.

The Notice shall include, but will not be limited to, the following information:

1. The Title "Notice to Vacate;"

2. The posting date;

3. A general description of the trash, debris and personal property to be removed;

4. Define the job site by describing the location from which the personal property shall be removed;

5. The location where the removed personal property will be stored, if not removed by the deadline listed in the notice;

6. Dates of scheduled removal of personal property (can be a range of dates);

7. Starting time of the first day of the cleanup;

8. A statement that personal property found at the site and not removed by its owner will be stored by the City for 90-days at (951) 332-6464 and that if such personal property is not recovered within that period it will be deemed abandoned and that the personal property will be destroyed; and

9. Storage bags shall be provided prior to the removal or personal property for storage upon request.

STEP THREE: **Pre-Clean-up**.

After the Notice to Vacate is posted, the City, law enforcement and the City's contractor shall walk and photograph the area before the cleanup or removal of personal property occurs. Bags and tags shall be handed out to individuals present at the site to assist them with the storage of their personal property. The City and the contractor shall estimate the scope of work, the process, and confirm starting dates and times. The need for subcontractors including a bio-waste hauler shall be considered.

STEP FOUR: **Clean-up**.

The day of the cleanup a meeting shall occur between the contractor, City and other invited agencies there to assist in the work. Once again, bags and tags shall be provided to individuals to help them sort and remove their personal items in the event they remain on-site. They are also able to contact the Homeless Outreach Hotline at (951) 332-6464 or City staff on-site and describe to the unique conditions affecting their livelihoods before their property is removed.

Contractor shall retain personal property found at the encampment or clean-up site in accordance with the requirements of Exhibit C, City of Jurupa Valley Regulations for Identification and Retention of Personal Property.

The contractor shall always assure that a tent or makeshift dwelling is vacant before removing it. Personal safety for everyone involved is the top priority.

Trash, garbage, or other waste, and/or insect infested items that constitute a threat to health and safety shall be removed first. These items shall be temporarily stored at the site of the cleanup while the cleanup is on-going.

Weapons shall be turned over to the Sheriff's Department.

If at any time a bio-waste hazard is discovered, the City shall evaluate the need for special services to be brought in to ensure proper handling and disposal and to ensure the safety of the City staff and the contractor's workers.

Each job order cleanup shall be photographed during and at the conclusion of the cleanup.

The contractor shall take every step necessary to remove vegetation from the encampment in an effort to eliminate natural shelters and increase public visibility of the encampment area.

If any form of prescription medications or prescription eye glasses are found, or personal identification (drivers' licenses, birth certificates, social security cards, etc.) is found, such items shall be placed safely aside for the Sheriff's Department to manage. If at all possible, the owner of these types of items shall be located during the cleanup and reunited with their items. If the owner cannot be found on-site, the items shall be taken to the City Hall facility and held for at least 90-days.

The trash, garbage, or other waste and/or insect infested items not suitable for storage or for continued use shall be sorted into piles and disposed of or recycled appropriately. All bagged property shall be tagged with the Job Order number, dated and be taken to the City Hall facility.

Collection, Storage and Disposition of Personal Property.

1. Personal Property, Generally

The City shall take reasonable precautions to prevent disposal or destruction of any items which appear to be the personal property of any individual. The City shall not assume that property which is temporarily unattended has been discarded or abandoned. Reasonable doubt about whether property constitutes trash or debris, as opposed to personal property, shall be resolved in favor of the conclusion that the property has not been discarded or abandoned. When determining whether items should be classified as either trash or personal property, the City shall utilize the Guidelines for Property Identification attached as Exhibit C.

Personal property which is collected shall be recorded using the Property Receipt and Release Form, attached as Exhibit D. After the removal of all personal property, the City shall post a written notice of property retrieval in substantially the form attached as Exhibit E. Such personal property shall be held by the City for a period of at ninety (90) days unless claimed sooner, except as provided below.

2. Shopping Carts

In the event that the property collected by the City is a shopping cart, notice shall be provided to the owner identified on the cart or the owner's agent. If the cart is not retrieved within three (3) business days from the date the owner of the shopping cart receives actual notice of the shopping cart's discovery and location, the City shall impound the shopping cart. The shopping cart shall be stored at the City Hall facility, however, the City may sell or otherwise dispose of the shopping cart if it remains unclaimed for thirty (30) days. The actual costs of storage may be charged to the owner. However, any shopping cart retrieved by the owner within three (3) business days following the date of actual notice is not subject to a fine, and shall not be deemed an occurrence for purposes of calculating a fine in future occurrences.

Pursuant to California Business and Professions Code Section 22435.7, subdivision (i), the City may impound the cart without prior notice provided that the owner of the cart (or the owner's agent) is provided actual notice within 24 hours following the impound and that notice informs the owner as to the location where the shopping cart may be claimed. Any cart reclaimed by the owner within three (3) business days following the date of actual notice as provided pursuant shall be released and surrendered to the owner at no charge whatsoever, including the waiver of

any impound and storage fees or fines that would otherwise be applicable pursuant to any other provision of law. Any cart not reclaimed by the owner, within three (3) business days following the date of actual notice shall be subject to any applicable fee or fine commencing on the fourth (4) business day following the date of the notice.

In addition to providing notice to the owner of the shopping cart, the City shall issue a notice substantially in the same form as Exhibit D to the party in possession of the cart. Such notice shall inform the party that unlawfully removing, possessing, leaving, and/or abandoning shopping cart is a violation of State and local law subject to prosecution.

STEP FIVE: **Personal Property Notice & Post-Clean-up Notice**.

Before the contractor is released from the clean-up job, a Personal Property Notice written in both Spanish and English, shall be posted and photographed at the site that includes but is not limited to the following:

1. Title "Personal Property Notice;"

2. Job Order Number;

3. Date;

4. A statement “Personal property has been removed from this location and stored by the City;"

5. A second statement "Individuals affected by the clean-up can call the Homeless Outreach Number or visit City Hall at 8950 Limonite Avenue, Jurupa Valley California Monday, Wednesday, or Friday between 8:00 A.M. to 12:00 P.M., and arrange to retrieve their personal property from the City";

6. A third statement "Individuals whose personal property has been removed and stored by the City will not be fined, charged, or otherwise cited by the City for its cost to move and store it;" and

7. A fourth statement "Personal Property shall be stored for 90-days from the Date written above and if not recovered within that time will be deemed abandoned and shall be destroyed".

STEP SIX: **Job Completion**.

All photos shall be provided to the City with an invoice that includes the following:

1. The Job Order number;

2. The date of the invoice;

3. The Date(s) the work was performed;

4. An itemization of labor and hours worked by each unique classification;

5. A list of equipment used;

6. Subcontractor(s) and associated costs;

7. An estimate of the number of persons (if any) that were displaced by the cleanup;

8. Amount of waste removed and sorted by category (described as part of the cleanup above).

STEP SEVEN: **Follow-up**.

By posting a range of dates in the Notice of Clean Up, the City and contractor maintain the ability to follow-up and return to a job site during the specified time-frame, and prevent personal property from being replaced onto Public Property. To accomplish this, the original notice or a new copy of the original has to be in place when the initial effort is completed.

Personal Property Retrieval.

The Outreach Liaison shall be responsible for assisting those individuals who wish to retrieve their personal property. Personal property shall be stored at the City Hall facility and shall be made available for pick-up Monday, Wednesday, or Friday between 8:00 A.M. to 12:00 P.M.

The individual retrieving their property shall identify where the property was when the property was lost, and the Outreach Liaison or delegate shall confirm the job-site and dates. The individual is not required to have identification, but must be able to make a reasonable description of the personal property they are seeking to recover. The individual shall then identify the personal property that has been lost and the City shall attempt to locate it in the storage locker. All personal property repossessed shall be itemized in duplicate, and the individual shall acknowledge the City's return of the personal property to them prior to accepting it by signing or initialing one of the two copies. The second copy shall be provided to the individual.

If an individual repossessing their personal property feels that the City damaged their property, or finds that the personal property they attempted to repossess is not in the City's storage locker, and/or feels that perhaps the City disposed of it without cause, the recourse for that individual is to file a claim for damages at City Hall, 8930 Limonite Avenue, Jurupa Valley, CA 92590, with the City Clerk within the time required by law.

Not sooner than ninety (90) days from the date personal property is stored, the personal property may be destroyed or disposed of pursuant to the requirements of Exhibit A, City of Jurupa Valley Procedures for the Disposition of Lost, Abandoned or Unclaimed Property.

Data Recording:

A data base has been established to track this work. It captures the data requested from the contractor including, GIS data using Google Maps, photographs and a final clean up report. This data base has to be maintained and updated weekly. It tracks unique sites as well as follow-up visits. The purpose of the data is to describe the work to the public and to assist other agencies and service organizations track the camping population in Jurupa Valley.

EXHIBIT A

City of Jurupa Valley Procedures for the Disposition of Lost, Abandoned or Unclaimed Property

I. Custody of Property – Holding Period.

All personal property removed from an area that is unlawfully stored and all lost, abandoned or unclaimed personal property, other than live animals, coming into the possession of the city or any officer or department thereof, shall immediately be turned over to the custody of the City and stored at the City Hall facility at 8930 Limonite Avenue, Jurupa Valley CA. Such personal property shall be held by the City for a period of at least ninety (90) days unless sooner claimed and restored as provided in this Administrative Procedure, except that shopping carts need only be held for the period set forth in California Business and Professions Code Section 22435.7.

II. Claiming of Property by Owner.

If at any time prior to the disposition personal property as provided in this Administrative Procedure, any such property is claimed by any person who establishes his or her right to the possession thereof to the satisfaction of the Chief of Police or his or her authorized deputy in charge of such property, such personal property shall be delivered to such person, provided that such person shall first pay to the City the reasonable cost to the city of holding, protecting and returning such property.

III. Procedure for Destruction or Disposition of Retained Personal Property.

A. If any personal property shall remain unclaimed for at least ninety (90) days following removal, such property shall be deemed lost, abandoned or unclaimed property and may be disposed of by the Chief of Police as provided in this section. Shopping carts shall be sold or disposed of as provided in California Business and Professions Code Section 22435.7. Property.

B. After such retention period, the Chief of Police may destroy without further notice any personal property that: (1) is in such a state of disrepair or deterioration that it serves no practical purpose (without taking into account any potential repair or restoration); (2) contains any biological material or hazardous waste; (3) clothing that requires cleaning or repair; or (4) has a monetary value of less than $100 so as to make it cost prohibitive to sell at consignment auction..

C. For personal property that is not described in subsection B., the Chief of Police may: (1) donate such personal property to a non-profit group providing community services within the City of Jurupa Valley or benefiting persons within the City of Jurupa Valley; or (2) transfer such personal property to a consignment auction house for auction sales wherein the City will receive the sales price less administrative fees of the consignment firm. In the event that no non-provide group will take such personal property or the consignment auction house is unable

or unwilling to sell such personal property, the Chief of Police may destroy the personal property.

IV. Appeals to Resolve Disputes.

In the event of any dispute regarding the administration or application of these Procedures for the Disposition of Lost, Abandoned or Unclaimed Property, the affected parties may appeal to the City Manager, and the City Manager shall thereupon settle such dispute.

4-23-20

EXHIBIT B

City Of Jurupa Valley

NOTICE TO VACATE

The City of Jurupa Valley will be enforcing provisions of the Jurupa Valley Municipal Code which prohibit the placement or storage of personal property or the accumulation of trash and debris on City streets, sidewalks, parking lots, parks or other public property, and which prohibit the unlawful removal, possession, and/or abandonment of shopping carts. The clean-up will take place in the vicinity of: _____
Address or Description of Location

ten (10) calendar days after the date of this Notice. Any individual storing personal property within this area is in violation of Sections 11.80.030 and 11.80.040 of the Jurupa Valley Municipal Code and Section 22435.2 of the California Business and Professions Code. At the time the clean-up takes place, the City of Jurupa Valley will remove any and all personal property, trash and refuse from this area. Any retail owner of a recovered shopping cart will be notified regarding their property pursuant to applicable law. **Personal property shall be stored for a period of ninety (90) days, except shopping carts for only thirty (30) days.** Individuals wishing to reclaim personal property collected by the City as part of this clean-up may do so by contacting
_____ at _____
City Staff Name and Title Phone Number
during the storage period. The hours when personal property may be reclaimed are Monday, Wednesday or Friday between the hours of 8:00 A.M. and 12:00 P.M. at City Hall facility 8930 Limonite Ave, Jurupa Valley CA. Any items of personal property not claimed within that time may be disposed of by the City.

Location of Notice: _____
Date of Notice: _____

EXHIBIT C

City of Jurupa Valley
Regulations for Identification and Retention of Personal Property

Unless an item is trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage. If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored.

Examples of items to take to storage: The following are examples of items that should be retained subject to the provisions of this Administrative Procedure*:*

- ID/Social Security cards
- Medications
- Photos/Photo Albums
- Personal Papers
- Watches & Jewelry
- Eyeglasses
- Books
- Shopping carts (see specific administrative procedures herein, as well as applicable local and State laws)
- Tents & Sleeping Bags
- Pots & Pans
- Computers, Cell Phones & Electronics
- Tools
- Stoves & Generators
- Bicycles
- Purses/Backpacks/Briefcases/Duffel Bags
- Shoes & Clothing
- Currency/Credit Cards

Examples of items that are trash or pose a threat to public health or safety and will not be stored: The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of*:*

- **Dirty or Soiled:** items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
- **Perishable:** open food or personal products that will spoil or rot in storage
- **Contaminated:** items used for hygiene or that present a risk of biohazard (i.e., used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
- **Hazardous or Explosive:** items that could corrode or burn in storage (i.e., car batteries, gasoline cans, and propane tanks)
- **Broken or Disassembled:** items that are broken, damaged, or stripped of parts (i.e., electronics stripped for copper, flat tires, stripped bikes, torn up clothes)
- **Weapons:** All weapons shall be turned over to the Sheriff's Department
- **Obvious Trash**: Food/beverage wrappers, tissue/paper/napkins, open household product containers.

4-23-20

EXHIBIT D

CITY OF JURUPA VALLEY
PROPERTY RECEIPT AND RELEASE FORM

Incident Date_____ Location of Occurrence_____
Received Date_____ Received By _____
Property Owner Name_____ DOB _____ Sex ___ Race_____
Address_____ City/State_____ Phone_____

PROPERTY DATA

ITEM NO.	QUANTITY	DESCRIPTION

Storage Location: _____

PROPERTY DISPOSITION

Destroy on or after:

Disposition Type: Release to above ☐ /below ☐ Destroy ☐ Hold ☐ Copy of receipt to owner: Yes ☐ No ☐
Name_____ DOB_____ Sex_____ Race_____
Address_____ City/State_____ Phone_____
Disposition authorized by_____ Date_____
Remarks:_____

Released By_____ Date_____ Time_____
Received By_____ Signature_____
Print legibly

I certify, under penalty of perjury, that I am the lawful owner/ guardian of the described property: I have taken possession of the described property.

Address:_____ Phone Number_____
Package #_____ of_____

4-23-20

EXHIBIT E

CITY OF JURUPA VALLEY

NOTICE OF PROPERTY RETRIEVAL

On _____, at _____ a.m./p.m., the City of Jurupa Valley
Date Time

conducted a clean-up at the following location: _____
Address or Description of Location

and removed personal property that was left in the area. All personal property has been moved to City Hall facility 8930 Limonite Avenue, Jurupa Valley CA. Individuals wishing to reclaim personal property that may have been collected by the City as part of the clean-up may do so by visiting the City Hall facility, Monday, Wednesday, or Friday between 8:00 A.M. to 12:00 P.M., or by the contacting:

_____ at _____
City Staff Name and Title Phone Number

for a period of ninety (90) days following the date of the clean-up, except that contact must be made within thirty (30) days to reclaim shopping carts. If the property is not claimed by the applicable retrieval deadline, it shall be sold or disposed of by the City pursuant to Chapter 11.80 of the Jurupa Valley Municipal Code.

RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 17.C**

FORMATION OF AN AD HOC COMMITTEE TO ADVISE THE CITY COUNCIL ON THE USE AND ALLOCATION OF THE FUTURE FUNDS FROM THE DEVELOPMENT AGREEMENT FOR THE "AGUA MANSA COMMERCE PARK PROJECT" MASTER APPLICATION (MA) NO. MA16170 [GPA16003, CZ16008, SP16002, DA16002, TPM37528 & SDP18044]

RECOMMENDATION

That the City Council (1) approve the formation of an Ad Hoc Committee to advise the City Council concerning the City's use and allocation of the funds received pursuant to the "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project" and (2) appoint two members of the City Council to the ad hoc committee, with the City Manager, the Deputy City Manager, and the Finance Director serving as the staff to the Ad Hoc Committee.

BACKGROUND

On April 16, 2020, the City Council approved the proposed Agua Mansa Commerce Park Project, MA16170 (GPA16003, CZ16008, SP16002, DA16002, SDP18044, TPM37528). The City Council took the following actions:

1. Adopted Resolution Nos. 2020-18 (Environmental Impact Report and related CEQA documents) and 2020-19 (entitlements);

2. Conducted the first reading of Ordinance Nos. 2020-04 (Change of Zone) and 2020-05 (Development Agreement); and

3. Directed staff to start the formation process of an Ad Hoc Committee. The Mayor's intent of the formation of an Ad Hoc Committee is for the committee to serve as an advisory or oversight function to the Council with regards to the use and allocation of the unrestricted funds that will be made to the City in

accordance with the "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project."

ANALYSIS

As part of the Development Agreement (DA), Crestmore Redevelopment, LLC is obligated to make certain Community Benefit Contributions (CBC) and other payments to the City.

Most of the funds that will be generated by the payments are not allocated to a specific purpose, but may be used for general municipal purposes or various municipal projects. As an example, the payments made in accordance to Section 4.3.3 *Community Benefit Contribution* and Section 4.3.4 *Municipal In-Lieu Fee* are to be used for municipal purposes, a broad category that includes any use allowed to be supported by the General Fund. The total amount for both sections exceeds $8,000,000.00.

Section 4.3.6 *General Fund Special Assessment* is to be used for offsetting impacts to streets, police services, forfeiture of potential sales tax, and other maintenance associated with development and operation of the project site with the exception of the property owned and operated by CalPortland (See Exhibit A of the Development Agreement for specific area). The General Fund Special Assessment is an annual assessment for perpetuity.

The intent of the formation of an Ad Hoc Committee is to advise the City Council on how to best use the funds for the benefit of the City. Some of the tasks for the Ad Hoc Committee are as follows:

1. The Ad Hoc Committee can (a) identify <u>City's goals and/or community needs</u> and (b) prioritize the funds to achieve the City's goals and/or community needs.

2. The Ad Hoc Committee can (a) identify <u>the on-going impacts associated with the development and operations of the project</u> and (b) prioritize the use of the funds to offset impacts (See Section 4.3.6 General Fund Special Assessment).

CONCLUSION

Staff recommends that the City Council form the Ad Hoc Committee to advise the City Council on the allocation of funds created by the "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project" and appoint two City Council members to the Ad Hoc Committee. The City Manager, Deputy City Manager, and Finance Director shall serve as the staff for the Ad Hoc Committee.

FINANCIAL IMPACT

The costs associated with the work of the Ad Hoc Committee will be covered by the General Fund budget for staff support time.

ALTERNATIVES

1. *Recommended Action*: That the City Council (1) approve the formation of an ad hoc committee to advise the City Council concerning the City's use and allocation of the funds received pursuant to the "Development Agreement between the City of Jurupa Valley and Crestmore Redevelopment, LLC for the Agua Mansa Commerce Park Project" and (2) appoint two City Council Members to the ad hoc committee, with the City Manager, the Deputy City Manager, and the Finance Director serving as staff.
2. Choose not to form an Ad Hoc Committee; (No action, maintaining the status quo)
3. Provide direction to staff.

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:

Connie Cardenas
Director of Community Services

Reviewed by:

Peter M. Thorson
City Attorney

RETURN TO AGENDA

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 17.D**

DISCUSSION OF SHOPPING CART REGULATORY ORDINANCE (AT THE REQUEST OF COUNCIL MEMBER CHRIS BARAJAS)

RECOMMENDATION

That the City Council consider whether to direct Staff to prepare an ordinance regulating the use of shopping carts in the City. If the Council wants to develop such an ordinance, then provide Staff with any comments on potential regulations for the ordinance.

ANALYSIS

Many cities regulate the use of shopping carts at supermarkets and other businesses on the basis that abandoned shopping carts constitute blight, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic.

The City of Riverside has developed an ordinance regulating shopping carts that is very typical of shopping cart ordinances in other cities. A copy of the City of Riverside's Ordinance is attached for the Council's review. The City of Riverside ordinance requires that measures be taken by store owners to prevent the removal of shopping carts from store premises and parking lots, to make the removal of shopping carts a violation of the code, and to facilitate the retrieval of abandoned carts as permitted by State law.

FINANCIAL IMPACT

There will be Staff and attorney costs in the development and drafting of a shopping cart for Jurupa Valley.

ALTERNATIVES

1. Request further information on shopping cart ordinances before deciding whether to proceed with drafting such an ordinance.

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:

Peter M. Thorson
City Attorney

Attachment:

1. Chapter 9.58, Lost, Stolen, or Abandoned Shopping Carts, of the City of Riverside Code of Ordinances

City of Riverside Code of Ordinances

Chapter 9.58 - LOST, STOLEN, OR ABANDONED SHOPPING CARTS

9.58.010 - Findings and purpose.

Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City of Riverside. The accumulation of wrecked, dismantled and abandoned shopping carts on public or private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City. The intent of this chapter is to insure that measures are taken by store owners to prevent the removal of shopping carts from store premises and parking lots, to make the removal of shopping carts a violation of this Code, and to facilitate the retrieval of abandoned carts as permitted by State law. Further, this chapter is intended to supplement existing State law regarding shopping carts as set forth in California Business and Professions Code, Section 22435, et seq.

(Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.020 - Definitions.

a. *Cart* shall mean a basket which is mounted on wheels or a similar device provided by a business establishment for use by a customer for the purpose of transporting goods of any kind, including, but not limited to grocery store shopping carts. This definition shall exclude from enforcement under this chapter those devices which do not have a "basket" mounted on wheels in which goods can be placed for transport.

b. *Owner* shall mean any person or entity, who in connection with the conduct of a business, owns, leases, possesses, uses, or otherwise makes any cart available to customers or the public. For purposes of this chapter, owner shall also include the owner's on-site or designated agent that provides the carts for use by its customers.

c. *Premises* shall mean the entire area owned and utilized by the business establishment that provides carts for use by customers, including any parking lot or other property provided by the owner for customer parking.

d. *Abandoned cart* shall mean any cart that has been removed without written permission of the owner or on-duty manager from the premises of the business establishment, regardless of whether it has been left on either private or public property. Written permission shall be valid for a period not to exceed 72 hours. This provision shall not apply to carts that are removed for purposes of repair or maintenance.

e. *Enforcement personnel* means any police officer, code compliance officer, or other designated City of Riverside employee designated by the Public Works Department.

(Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.030 - Enforcement of chapter.

The provisions of this chapter shall be enforced by any enforcement personnel. To the extent otherwise permitted by law, said enforcement personnel may enter onto any public or private property in the City to retrieve, remove, store, and dispose of any lost, stolen, or abandoned shopping cart, or any part thereof. Any act authorized to be performed by the City of Riverside pursuant to any provision of this chapter may be performed by any enforcement personnel. Any enforcement personnel are authorized to issue an administrative citation upon any owner whom they have reasonable cause to believe has violated any provision of this chapter.

(Ord. 7192 § 1, 2012; Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.040 - Required signs on carts.

A. Every cart owned or provided by any business establishment in the City of Riverside must have a sign permanently affixed to it that contains the following information:

   1. Identifies the owner of the cart or the name of the business establishment, or both;
   2. Notifies the public of the procedure to be utilized for authorized removal of the cart from the business premises;
   3. Notifies the public that the unauthorized removal of the cart from the premises or parking area of the business establishment is a violation of State and City of Riverside law;
   4. Lists a telephone number to contact to report the location of the abandoned cart; and
   5. Lists an address for returning the cart to the owner or business establishment.

B. Failure to comply may subject the violator to any civil, criminal, or administrative remedies as provided by law.

(Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.050 - Prohibiting removal or possession of abandoned cart.

A. It shall be unlawful to either temporarily or permanently remove a cart from the premises or parking area of a business establishment without the express prior written approval of the owner or on-duty manager of the business establishment. Written permission shall be valid for a period not to exceed 72 hours.

B. It shall be unlawful to be in possession of a cart that has been removed from the premises or parking area of a business establishment unless it is in the process of being immediately returned to the owner or business establishment.

C. This section shall not apply to carts that are removed for the purposes of repair or maintenance.

D. Failure to comply may subject the violator of the cart to any civil, criminal, or administrative remedies as provided by law.

(Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.060 - Mandatory plan to prevent cart removal/evaluation report.

A. Every owner shall develop and implement a specific plan to prevent customers from removing carts from the business premises ("prevention plan"). The prevention plan must include the following elements and a detailed description of how they will be implemented:

1. *Notice to customers* . Written notification shall be provided to customers that removal of carts from the premises and parking lots are prohibited and a violation of state and local law. This notice may be provided in the form of flyers, warnings on shopping bags, or any other form of written notification that will effectively notify customers of the prohibition.

2. *Signs* . Signs shall be placed in pertinent places near door exits and near parking lot exits that warn customers that cart removal is prohibited and constitute a violation of state and local law.

3. *Physical measures* . Specific physical measures shall be implemented to prevent cart removal from the business premises. These measures may include, but are not limited to, disabling devices on all carts, posting of a security guard to deter and stop customers who attempt to remove carts from the business premises, bollards and chains around business premises to prevent cart removal, security deposits required for use of all carts, or the rental or sale of carts that can be temporarily or permanently used for transport of purchases. All carts shall be securely locked and stored at all times while the business is closed.

4. *Cart retrieval operations* . The procedure by which the owner or qualified cart retrieval service will search, find and return carts removed from the business premises. The cart retrieval operation must demonstrate that carts will be actively located within one mile of the business premises and respond to complaints from the public or notifications from city enforcement personnel in a manner which results in the retrieval of carts within 24 hours of receiving the notification. An owner may contract with the City or another vendor for cart retrieval services. If an owner contracts with a cart retrieval service other than the City's contractor, the retrieval service must be a City approved service, and shall not place limits on daily loads or days per week to retrieve carts within the City. The owner shall provide written authorization to all retrieval personnel, which authorization shall be carried by each person while performing cart retrieval services on behalf of the owner and shall be provided to any enforcement personnel upon request.

5. *Employee training* . The owner of the retail establishment shall implement and maintain a periodic training program for its new and existing employees designed to

educate such employees concerning the requirements of the prevention plan and the provision of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment.

B. *Evaluation report* . If a prevention plan was in place the previous year and if the owner has 20 or more carts and 20 percent or more of the owned carts are retrieved within the previous year, a report shall be submitted to the City evaluating the measures that were used and approved in the prior calendar year and providing information on the changes that will be made to improve the prevention plan performance. The report shall include, but not be limited to, the inventory of carts owned/used by the business establishment and the number of carts that had to be replaced due to loss, theft or abandonment. An evaluation report shall be submitted within (30) days of notification by the City."

(Ord. 7373 § 2, 2017; Ord. 7192 § 2, 2012; Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.070 - Prevention plan timelines and approval process.

A. *Existing owners* . The proposed prevention plan for preventing cart removal shall be submitted for approval to the Public Works Director or his/her designee within 30 days of receiving notice from the City that such a plan is required pursuant to this chapter.

B. *New businesses, new construction, and change in ownership* . All new construction projects that will accommodate businesses providing more than ten carts shall install disabling device equipment. If a new business begins conducting business in the City and provides carts to its customers, the new owner shall notify the Public Works Director or his/her designee within 30 days of opening the business to the public and submit a new prevention. If an existing business changes ownership, the new owner shall notify the Public Works Director or his/her designee within 30 days of the change and submit a new prevention plan or agree to adopt the existing prevention plan on file with the City for that business. All businesses subject to this paragraph shall submit a proposed prevention plan and obtain City approval prior to providing any shopping carts to customers of the retail establishment. For prevention plans which include contracting for retrieval services as a component of the plan, the contractor for service must be in place prior to approval of the plan.

C. *Approval* . Within 30 days of receipt of the prevention plan, the owner shall be notified whether the prevention plan is approved. If the plan is not approved, the notice shall state its reasons and provide recommendations to the owner to ensure plan approval. The owner shall submit a new prevention plan within 15 days of receiving this notice. Once a prevention plan is approved, the proposed measures shall be implemented by no later than 30 days after City approval is given. If an evaluation report is submitted, the prevention measures shall be continued until and unless the City indicates that a measure(s) needs to be modified. Unless otherwise agreed, any modifications to the plan imposed by the City shall be implemented within 30 days after the City notifies the owner of the needed modifications.

D. *Revocation* . If an owner has more than 20 carts and if more than 25 percent of an owner's carts are retrieved by the City within a six month period, the owner's prevention plan may be revoked upon notification by the City and the owner will be required to submit a new prevention plan to the Public Works Director within 15 days of receiving notice of the revocation. Any owner failing to implement the new prevention plan within 30 days of approval, shall be subject to penalties under this chapter.

E. *Multiple revocations* . Upon the third prevention plan revocation within a four year time period, the owner shall be required to place disabling devices on all carts owned/leased/used by the business to prevent removal of carts from the business premises and parking lots, if such disabling devices are not already in use. If disabling devices are already in use, owner shall be required to show proof of proper maintenance and repairs ensuring the disabling devices on all carts are in proper working order. Any subsequent prevention plans submitted shall include the implementation of a maintenance plan for all disabling devices.

(Ord. 7373 § 3, 2017; Ord. 7192 § 3, 2012; Ord. 6820 § 1, 2005; Ord. 6502 § 1, 1999)

9.58.080 - Penalties for failing to submit a prevention plan or evaluation report or to implement prevention measures.

Any owner that fails to submit a prevention plan, implement the proposed plan measures, or implement any required modifications to the plan by the City within the time frames specified in this chapter shall be required to place disabling devices on all carts owned/leased/used by the business to prevent removal of carts from the business premises and parking lots. Any owner that fails to submit an evaluation report or prevention plan as required by this chapter or fails to place a disabling device on all carts, if applicable, shall be subject to a $1,000.00 civil penalty, plus an additional penalty of $50.00 for each day of non-compliance.

(Ord. 7373 § 4, 2017; Ord. 7192 § 4, 2012; Ord. 6820 § 1, 2005; Ord. 6205 § 1, 1999)

9.58.085 - Maintenance requirements for cart disabling devices.

If an owner has equipped carts with disabling devices, either voluntarily or by order from the City, the owner shall conduct regular maintenance to ensure the disabling devices are working properly. If at any time, the owner determines the disabling device installed on a cart is not working properly, the cart shall be pulled from circulation until it is repaired. The owner shall inspect, test, and repair all abandoned carts returned to the owner prior to making the returned carts available for use.

(Ord. 7373 § 5, 2017)

9.58.090 - Notification for retrieval of abandoned carts.

Pursuant to Business and Professions Code Section 22435.7, the City shall notify the owner of any abandoned carts owned or used by the business establishment that have been located within the City of Riverside, if the City intends to impound the cart(s) pursuant to Section 22435.7. The owner shall have three days from the date the notification is given, to retrieve the carts from the City.

(Ord. 6820 § 1, 2005)

9.58.100 - Administrative costs and fines.

Pursuant to Business and Professions Code Section 22435.7, any owner that fails to retrieve its abandoned cart(s) within three days of receiving actual notice from the City, shall pay the City's administrative costs for retrieving the cart(s) and providing the notification to the owner as may be established by resolution of the City Council. Any owner who fails to retrieve abandoned carts in accordance with this chapter in excess of three times during a specified six-month period, shall be subject to a $50.00 fine for each occurrence. An occurrence includes all carts owned by the owner that are impounded by the City in a one-day period.

(Ord. 7192 § 5, 2012; Ord. 6820 § 1, 2005)

9.58.110 - Disposition of carts after 30 days.

According to State Law, any cart not reclaimed from the City within 30 days after notification to the owner shall be sold or otherwise disposed of by the City. Any cart that fails to have the identification required by State Law or this chapter may be sold or otherwise immediately disposed of at the discretion of the City.

(Ord. 6820 § 1, 2005)

9.58.120 - Exemption.

Any owner may contract with the City for the retrieval of abandoned carts by entering into a written contract to pay the City's fees for such service. Any owner that has a contract with the City to provide for retrieval of abandoned carts, shall be exempt from the Cart Retrieval Operations requirement in Section 9.58.060(a)(4) of this chapter. This exemption is valid only if the other provisions of this chapter are complied with by owner.

(Ord. 7373 § 6, 2017; Ord. 7192 § 6, 2012; Ord. 6820 § 1, 2005)

9.58.130 - Businesses without carts.

A business which does not own, rent, lease, or otherwise possess its own carts, but which receives a benefit by the use of carts owned by other businesses, merchants, grocers, or other similar establishments, shall provide a location upon its premises for the storage of carts and

shall immediately contact the City's cart retrieval service to retrieve any carts that are left on the premises. This section specifically applies to recycling centers.

(Ord. 6820 § 1, 2005)

9.58.140 - Severability and validity.

If any section, subsection paragraph or sentence of this ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Riverside by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance.

(Ord. 6820 § 1, 2005)

City of Jurupa Valley

STAFF REPORT

DATE: **MAY 7, 2020**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 17.E**

CONSIDERATION OF A JURUPA VALLEY COVID-19 (CORONAVIRUS) SMALL BUSINESS STIMULUS PROGRAM

RECOMMENDATION

That the City Council provide direction to staff on whether the Council wishes to implement a COVID-19 small business stimulus program, and if so, whether it prefers a grant program to be funded with supplemental Community Development Block Grant (CDBG) monies, or a loan program funded with General Fund reserves.

BACKGROUND

As everyone is painfully aware, the COVID-19 pandemic has created major challenges for the City of Jurupa Valley, Riverside County, the State and the nation in dealing with its health and economic impacts. Government Code § 8630 and Jurupa Valley Municipal Code Chapter 2.30 provide that the City Council of the City of Jurupa Valley may proclaim the existence of a local emergency.

On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic. On March 26, 2020, the City Council adopted Resolution No. 2020-11 reaffirming the findings made in Resolution No. 2020-10 and proclaiming the existence of a local emergency in response to the COVID-19 pandemic.

During the March 19 City Council meeting, Councilmember Chris Barajas suggested that the City evaluate the feasibility of a local small business stimulus program to assist Jurupa Valley businesses severely impacted by the Governor's Stay at Home Order and the related mandatory business closures. The City Manager was directed to research the available options and funding sources and to return to the City Council at a later date.

In the weeks since March 19, the Congress has passed and the President has signed two major COVID-19 relief bills that have contained roughly $2.6 trillion in funding to address the economic impacts of this major public health emergency. Additionally, the Federal

Reserve has implemented an aggressive intervention program to maintain stability and liquidity in the financial markets. Components of the two relief bills include an emergency disaster grant program in the amount $10,000 for each eligible business. These grants are provided through the Small Business Administration (SBA). Additionally, the Paycheck Protection Program, is a low-interest loan program for businesses, which is designed to encourage them to keep employees on the payroll. The Paycheck Protection Program is administered through private banks and lending institutions.

In order to address concerns about the way the first round of funding was distributed among different businesses, the second Federal relief bill, passed in late April, included dedicated funding "carve-outs" for rural businesses, minority-owned businesses and very small businesses. A portion of the funding is to be distributed by Community Development Financial Institutions (CDFI's), which often operate in under-served communities and regions of the country. Still, even with the second round of funding, many observers believe that the dollars available will not be adequate to address the heavy demand that currently exists from impacted small businesses.

ANALYSIS

Over the past few weeks, staff has researched the City's available options and come up with two alternatives: 1) a small business grant program funded with supplemental Community Development Block Grant (CDBG) monies that the City will receive as part of the first major Corona Virus Relief Act (CARES Act); and 2) a small business loan program funded with City General Fund reserve dollars. More details on each program are included below.

<u>Small Business Grant Program</u>

The City will receive an extra $702,928 in Community Development Block Grant (CDBG) funds from the Federal Department of Housing & Urban Development (HUD). These funds originated from the CARES Act legislation that the Federal government authorized in late March of this year. The CARES Act directed HUD to make the new round of coronavirus-related CDBG funding (CDBG-CV) available to cities as quickly as possible. The CARES Act also directed HUD to eliminate or significantly reduce the regulatory and reporting burdens for CDBG-CV funds to facilitate a quicker stimulus response from local governments.

Historically, using CDBG funds for economic development initiatives has had mixed results. The onerous reporting requirements of the CDBG program result in administrative inefficiencies for both cities managing the Economic Development program and businesses receiving CDBG funds from the program. Thankfully, HUD has already started to pull back on some of the traditional requirements, and this will help cities program this money quickly. Almost weekly, HUD issues new guidance that further

reduces the regulatory requirements of the CDBG program. The following regulatory reductions have been received as of the writing of this report:

- The public comment period that the CDBG budget will be subject to has changed from thirty (30) days to five (5) days. This will help the City program these funds faster.

- Virtual public hearings (video streamed meetings with an online comment portal) are now an acceptable tool to meet citizen participation requirements.

- Budgetary caps (such as the 15% cap on public service grant funds), which usually define how the City allocates CDBG funds to projects and programs, have been temporarily suspended. This gives the City greater flexibility in how these funds are spent.

The intent of the CDBG program is to benefit low-moderate income persons. This intent also applies to the CDBG-CV funding and any economic development activities we may undertake with those funds. In general, any funds distributed to small businesses must have the end result of benefiting low-moderate income persons (employees, business owners, etc.). If the City Council provides direction to establish a CDBG-funded small business grant program, our staff will begin constructing a program that will meet the HUD guidelines for CDBG-CV funding. We will emphasize simplicity in creating this small business grant program, and we will aim for a program that meets the HUD requirements, but doesn't unnecessarily burden the City or participating businesses.

Staff's initial thought is that we would use $300,000 of the CARES Act CDBG money for the actual small business grants and an additional $50,000 for administration of the grant program, which could be handled by the City's current CDBG consultant, GRC Associates, Incorporated or a different firm with similar expertise. This would still leave over $350,000 in remaining supplemental CDBG funds for other eligible programs to be determined by the City Council subject to HUD guidelines.

<u>Small Business Loan Program</u>
Another option for the Council's consideration would be a small business loan program funded with available reserve dollars from the General Fund. Some of the key policy decisions for the Council to consider in establishing such a program would be as follows:

- The total amount of funding for the program
- The interest rate for the loans
- The terms of the loans (payback period)
- Whether loan repayment would begin immediately or be deferred
- The application process and selection criteria
- The maximum amount for each loan
- The required security for the loans
- Who would administer the loan program

Because of the City's still relatively small General Fund reserves and the economic uncertainty associated with the COVID-19 global pandemic, staff would recommend that no more than $250,000 from the General Fund be allocated to a small business loan program. Additionally, it is recommended that the interest rate on the loans be tied to the interest rate paid for investments in the Local Agency Investment Fund (LAIF), rounded to the nearest quarter-percentage point. This would currently be a rate of two percent (2%).

In order to ensure that the City's General Fund would be made whole within a reasonable amount of time, it is recommended that the payback term of the loans be no more than seven years, with principal and interest payments deferred for one year from the date of the loan funding. Staff also recommends that the maximum amount for each loan be set at $25,000 and that a loan committee consisting of staff, the City's current CDBG consultant, and possibly local business bankers be established to develop the application process and selection criteria, as well as other relevant program details.

FINANCIAL IMPACT

If the City Council chooses not to offer a small business stimulus program at this time, there will obviously be no fiscal impact to the City. If the Council opts for the CDBG-funded program, there will be no General Fund impact. If the Council selects the loan program funded by General Fund reserves, there could be a General Fund impact in terms of lost investment income on the investable cash and lost funds if there are any loan defaults. At this time, it is impossible to determine exactly what those impacts will be.

ALTERNATIVES

1. Elect not to implement a small business stimulus program at this time.

Submitted by:

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City Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:

Peter M. Thorson
City Attorney