



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

**Thursday, August 20, 2020**

**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](mailto:CityClerk@jurupavalley.org) Members of the public are encouraged to submit email comments prior to 6:00 p.m. the day of the meeting 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. 7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION**

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

#### **2. INVOCATION**

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

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

#### **5. PRESENTATIONS**

- A. PRESENTATION ON CITY NOISE ORDINANCE – PRESENTED BY JURUPA VALLEY SHERIFF'S DEPARTMENT**

**6. PUBLIC APPEARANCE/COMMENTS**

Public comments may be submitted to the City Clerk at [CityClerk@jurupavalley.org](mailto: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.

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

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

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

- 1. UPDATE ON THE NORTHWEST – TRANSPORTATION NOW COALITION MEETING OF AUGUST 13, 2020**
- 2. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF AUGUST 20, 2020**

**B. COUNCIL MEMBER CHRIS BARAJAS**

- 1. UPDATE ON THE WESTERN COMMUNITY ENERGY JOINT MEETING OF THE BOARD OF DIRECTORS AND TECHNICAL ADVISORY COMMITTEE MEETING OF AUGUST 12, 2020**

**C. COUNCIL MEMBER BRIAN BERKSON**

- 1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF AUGUST 12, 2020**
- 2. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF AUGUST 20, 2020**

**9. CITY MANAGER'S UPDATE**

**10. APPROVAL OF MINUTES**

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

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

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

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

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

**B. AMENDMENT TO AGREEMENT FOR VIDEO STREAMING SERVICES BY AND BETWEEN THE CITY OF JURUPA VALLEY AND SWAGIT PRODUCTIONS, LLC**

Requested Action: That the City Council approve the First Amendment to the Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC and authorize the City Manager to execute the First Amendment in substantially the form and format attached to the staff report as approved by the City Attorney.

**C. APPROVAL OF AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND GRC ASSOCIATES, INC. FOR ADMINISTRATION OF THE AFFORDABLE HOMEOWNER REHABILITATION GRANTS PROGRAM**

1. Requested Action: That the City Council approve the First Amendment to the Agreement for Consultant Services between the City of Jurupa Valley and GRC Associates, Inc. for Administration of the Affordable Homeowner Rehabilitation Grants Program; and
2. Authorize the City Manager to execute the First Amendment in substantially the form and format attached to the staff report as approved by the City Attorney.

**D. APPROVAL OF AGREEMENT BETWEEN YOUNG HE KIM AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS FOR THE RUBIDOUX CARWASH RETAIL CENTER LOCATED AT THE NORTHWEST CORNER OF RUBIDOUX BOULEVARD AND 30TH STREET**

1. Requested Action: That the City Council approve the agreement between Young He Kim and the City of Jurupa Valley for maintenance of parkways; and
2. That the City Council authorize the City Manager to execute the agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

**E. FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EPIC LAND SOLUTIONS, INC. FOR RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES FOR THE VAN BUREN BOULEVARD WIDENING, SANTA ANA RIVER TO LIMONITE PROJECT, CIP PROJECT NO. 17-B.1**

Requested Action: That the City Council approve the “First Amendment to Professional Consultant Services” between the City of Jurupa Valley and Epic Land Solutions, Inc. and authorize the City Manager to execute the Amendment in substantially the form attached to the staff report and in such final form as approved by the City Attorney.

**F. RESOLUTION APPROVING THE COMPLIANCE REPORT THAT REQUIRES ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTION 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

Requested Action: That the City Council adopt Resolution No. 2020-72, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

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

**13. PUBLIC HEARING**

**A. PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE S) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; NORTHWEST CORNER OF PATS RANCH ROAD AND 68TH STREET (VERNOLA MARKETPLACE APARTMENT COMMUNITY)**

Requested Action: That the City Council adopt Resolution No. 2020-73, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY (ZONE S); LOCATED AT THE NORTHWEST CORNER OF PATS RANCH ROAD AND 68TH STREET TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-22 PURSUANT TO**

**THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA  
STREETS AND HIGHWAYS CODE AS PROVIDED BY ARTICLE XIII D OF  
THE CALIFORNIA CONSTITUTION**

**14. COUNCIL BUSINESS**

**A. CLARIFICATION OF LANGUAGE PERTAINING TO VEHICLE MILES  
TRAVELED AND TRAFFIC IMPACT ANALYSIS METHODOLOGY FOR THE  
JURUPA VALLEY ENVIRONMENTAL REVIEW GUIDELINES**

1. That the City Council approve proposed clarifying language pertaining to Vehicle Miles Traveled and Traffic Impact Analysis Methodology for the Jurupa Valley Environmental Review Guidelines; and
2. That the City Council adopt Resolution No. 2020-74, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA  
VALLEY, CALIFORNIA, APPROVING AND ADOPTING REVISIONS  
TO JURUPA VALLEY ENVIRONMENTAL REVIEW GUIDELINES  
PERTAINING TO VEHICLE MILES TRAVELED AND TRAFFIC  
IMPACT ANALYSIS METHODOLOGY AND MAKING A FINDING OF  
EXEMPTION UNDER CEQA**

**B. INITIAL STUDY / MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE  
LIMONITE AVENUE WIDENING, BAIN TO HOMESTEAD PROJECT**

Requested Action: That the City Council adopt Resolution No. 2020-75, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA  
VALLEY, CALIFORNIA, ADOPTING THE MITIGATED NEGATIVE  
DECLARATION AND MITIGATION MONITORING AND REPORTING  
PROGRAM FOR THE LIMONITE AVENUE WIDENING, BAIN TO  
HOMESTEAD PROJECT**

**15. CITY ATTORNEY'S REPORT**

**16. COUNCIL MEMBER REPORTS AND COMMENTS**

**17. ADJOURNMENT**

Adjourn to the Regular Meeting of September 3, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are*

*needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

*Agendas of public meetings and any other writings distributed to all, or a majority of, Jurupa Valley City Council Members in connection with a matter subject to discussion or consideration at an open meeting of the City Council are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, Jurupa Valley City Council Members. The City Council may also post the writing on its Internet website at [www.jurupavalley.org](http://www.jurupavalley.org).*

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

**MINUTES  
OF THE REGULAR MEETING  
OF THE JURUPA VALLEY CITY COUNCIL  
August 6, 2020**

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

**1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR COUNCIL WORKSHOP**

- 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 Council Workshop to order at 6:00 p.m.

**2. COUNCIL WORKSHOP – CITYWIDE PAVEMENT MANAGEMENT PROGRAM**

**A. PRESENTED BY PUBLIC WORKS DEPARTMENT**

Chase Keys, CIP Manager, gave a presentation on the Citywide Pavement Management Program. He responded to Council's questions.

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

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

Mayor Kelly called the regular meeting to order at 7:00 p.m. Mayor Pro Tem Lorena Barajas participated via teleconference.

**4. INVOCATION** was given by Pastor Alejandro Rios, Iglesia Cristiana Bautista Nueva Esperanza.

**5. PLEDGE OF ALLEGIANCE** was led by George Wentz.

**6. APPROVAL OF AGENDA**

**A motion was made by Council Member Brian Berkson, seconded by Mayor Pro Tem Lorena Barajas, to approve the Agenda. A roll call vote was taken.**

**Roll Call:**

**Ayes:** C. Barajas, B. Berkson, L. Barajas, M. Goodland, A. Kelly

**Noes:** None

**Absent:** None

**7. PRESENTATIONS**

**8. PUBLIC APPEARANCE/COMMENTS**

Colin Markovich, Field Representative for Assemblymember Sabrina Cervantes, gave a legislative update. He provided information on AB 1457, which would establish a network of regional business training centers. The Assemblymember's office staff are also continuing to assist individuals with any difficulties they may have with their unemployment claims. Anyone seeking assistance with their application is encouraged to contact their office at (951) 371-6860.

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

Mayor Anthony Kelly welcomed everyone to tonight's meeting. He urged members of the public to continue to practice social distancing and continue to look after one another in light of the COVID-19 pandemic.

Council Member Chris Barajas asked for an update from City staff on the progress of the construction on both of the Chandi Group's AM/PM sites. He expressed concern that if the public cannot attend Council meetings, applicants should not be able to attend either. He stated that the City's residents should have the same opportunity to comment in real time and suggested allowing public participation via the telephone to allow interaction during the public comment portion of the Agenda.

Council Member Brian Berkson discussed the continuing COVID-19 pandemic. He thanked everyone who is practicing social distancing and using face coverings to protect themselves and others. He thanked the Jurupa Unified School District for their efforts to create a successful distance learning environment while keeping students safe during these very difficult times.

Council Member Micheal Goodland concurred with Council Member Chris Barajas to open up the City Council meetings to the public.

Mayor Pro Tem Lorena Barajas suggested that it is not the time to open up Council meetings to the public as the COVID-19 (Coronavirus) continues to rise in Riverside County. She noted that Council Member Chris Barajas' concern was that there be a more equitable public participation process during Council meetings and that should be looked at. She noted that COVID-19 is a serious health issue and protecting public health must be the City's top priority during the current health emergency.

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

**A. COUNCIL MEMBER BRIAN BERKSON**

- 1. Council Member Brian Berkson gave an update on the Riverside County Transportation Commission – Western Riverside Programs and Projects Committee meeting of July 27, 2020.**

**B. COUNCIL MEMBER MICHEAL GOODLAND**

- 1. Council Member Micheal Goodland gave an update on the Western Riverside Council of Governments meeting of August 3, 2020.**

**11. CITY MANAGER'S UPDATE**

City Manager Rod Butler had no report.

**12. APPROVAL OF MINUTES**

**A. JULY 16, 2020 REGULAR MEETING**

A motion was made by Council Member Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Minutes of the July 16, 2020 regular meeting. A roll call vote was taken.

**Roll Call:**

**Ayes: C. Barajas, B. Berkson, L. Barajas, M. Goodland, A. Kelly**

**Noes: None**

**Absent: None**

**13. 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 \$8,322,361.84**

Requested Action: That the City Council ratify the check registers dated June 25, 30 and July 2, 9, 16, and 23, 2020 as well as the payroll registers dated June 27, 30 and July 10, 2020.

**A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve the Consent Calendar. A roll call vote was taken.**

**Roll Call:**

**Ayes: C. Barajas, B. Berkson, L. Barajas, M. Goodland, A. Kelly**

**Noes: None**

**Absent: None**

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

**15. PUBLIC HEARINGS**

**A. CONTINUED PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 20100 (AP20003): AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION TO DENY MA19211: CONDITIONAL USE PERMIT (CUP) NO. 19004 FOR MCKINNEY SEMI-TRAILER RENTAL, SALES AND SERVICE FACILITY LOCATED AT 5610 MARKET STREET (APN: 178-330-016) (APPELLANT: MAYOR ANTHONY KELLY) (CONTINUED FROM THE JULY 16, 2020 MEETING)**

Rocio Lopez, Senior Planner, presented the staff report.

City Attorney Peter Thorson provided clarification remarks and advised that if any of the Council Members have met with the applicant that information should be disclosed.

Mayor Kelly disclosed that he had the opportunity to meet with the applicant when he visited their current site. He outlined his reason for appealing the application.

Council Member Micheal Goodland disclosed that he met with the applicant on July 14, 2020. He also visited their current site where he witnessed the current operation of the facility.

Council Member Brian Berkson disclosed that on July 10, 2020, he met with the developer and visited their current site.

Mayor Kelly opened the public hearing.

Eric Morrison, Branch Manager for McKinney Trailer Rentals, gave a presentation on their business operations which provides semi-trailer rental and leasing. He noted that they have been operating for the past 30 years across the West Coast, Texas, Arizona, Colorado, and Utah. He described their participation in local communities through various charitable organizations. He outlined their commitment to the environment by utilizing a zero tolerance policy for truck idling in their yards and using EPA compliant engines for their yard hustlers. He projected their sales which would result in significant tax revenue for the City.

Jeremy Krout, EPD Solutions, Inc., (representing the applicant), spoke in support of the application. He gave an overview of how the current contaminated site would be improved through enhanced landscaping and sidewalks. He provided information on the proposed site operations and their hours of operation which will be from 7 am to 6 pm. He detailed the route that their customers would be utilizing. He responded to Council's questions.

Jessica Saucedo, Clara Saucedo, Vanessa Saucedo, Jorge Saucedo, Gerardo Cortez, and Marissa Rodriguez voiced opposition to the appeal, as it will add 465 daily trips to an area that is already overburdened with pollution. Their concerns relayed that the large concentration of logistics centers and truck operation centers in the City of Jurupa Valley contributes to high levels of traffic congestion and to the "worst air ozone pollution in the nation. "

Hakan Jackson voiced opposition to the appeal. He stated that he lives in the Rubidoux area, near the Flabob Airport and he is strongly opposed to a semi-trailer service facility around the corner from where he lives. He noted that there is already a lot of trucks illegally parked in his neighborhood. He voiced concerns regarding the air pollution that this project would bring to the community.

Mayra Jackson voiced opposition to the appeal. She stated that she lives in the Rubidoux area and residents there already deal with enough air pollution. She urged the Council to deny the appeal.

Jeremy Krout, EPD Solutions, Inc., addressed some of the concerns expressed during public comments. He clarified that the proposed trailer sales business would create significantly less air pollution than the existing rock crushing operations on the site. He discussed the benefits of the project and provided information on the amount of the taxable sales and projected revenue for the city.

Further discussion followed.

Ernie Perea, the City's environmental consultant, provided additional information on the assessment of air quality impacts and how they are evaluated. He responded to Council's questions.

Thomas Merrell, Planning Director, clarified the process to approve a Conditional Use Permit for uses that are likely to generate truck traffic. This special standard was approved by the Council back in 2012 and is a higher standard than the typical CUP.

Further discussion followed.

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

**A motion was made by Mayor Anthony Kelly, seconded by Council Member Micheal Goodland to repeal the decision of the Planning Commission to deny Conditional Use Permit No. 19004 for a semitrailer sales and rental facility with ancillary service and repairs on approximately 16.8 acres of real property located at 5610 Market Street (APN: 178-330-016), and approve the appeal. A roll call vote was taken.**

**Roll Call:**

**Ayes: M. Goodland, A. Kelly**

**Noes: C. Barajas, B. Berkson, L. Barajas**

**Absent: None**

**MOTION FAILED**

**A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to adopt Resolution No. 2020-53, entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, SUSTAINING THE DECISION OF THE PLANNING COMMISSION TO DENY CONDITIONAL USE PERMIT NO. 19004 FOR A SEMITRAILER SALES AND RENTAL FACILITY WITH ANCILLARY SERVICE AND REPAIRS ON APPROXIMATELY 16.8 ACRES OF REAL PROPERTY LOCATED AT 5610 MARKET STREET (APN: 178-330-016), AND DENYING THE APPEAL**

**A roll call vote was taken.**

**Roll Call:**

**Ayes: C. Barajas, B. Berkson, L. Barajas**

**Noes: M. Goodland, A. Kelly**

**Absent: None**

- B. CONTINUED PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 16224; GENERAL PLAN AMENDMENT (GPA) NO. 16006, CHANGE OF ZONE (CZ) NO. 16011, TENTATIVE PARCEL MAP (TPM) NO. 37126 AND SITE DEVELOPMENT PERMIT (SDP) NO.**

**16043 FOR MISSION GATEWAY PLAZA & MISSION GATEWAY VILLAS (A MIXED-USE PROJECT CONSISTING OF COMMERCIAL AND 68-UNIT MULTI-HOUSING DEVELOPMENT) LOCATED AT THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, 003, 004, 005 & 006); (APPLICANT: NORTHTOWN HOUSING DEVELOPMENT CORPORATION) (CONTINUED FROM THE JULY 16, 2020 MEETING)**

City Attorney Peter Thorson announced that Mayor Pro Tem Lorena Barajas will abstain from voting on this matter because of a conflict of interest as her firm has contracts with the applicant's firm.

Mayor Pro Tem Lorena Barajas turned off her microphone and exited the room.

Rocio Lopez, Senior Planner, presented the staff report.

Thomas Merrell, Planning Director clarified the airport land use issue, noting that he has been in contact with the members of the Airport Land Use Commission and the discussions have been amicable. He explained that the issue has to do with the City's desire to meet its goal for affordable housing opportunities which is required by the California Department of Housing and Community Development which mandates the Housing Element and Regional Housing Needs Allocation, or RHNA. He added a letter from the Airport Land Use Commission has been included as part of the public record. He noted that in order to overrule the Airport Land Use Commission's determination, it will require all four of the participating Council Members to approve the application.

Mayor Kelly opened the public hearing.

Darrell Brown, representing Northtown Housing Development Corporation, (applicant) spoke in support of the project. He gave an overview of the benefits of the project which will provide affordable home ownership, benefits and amenities for its residents, and opportunities for commercial development.

Curtis Dally, architect for the Northtown Housing Development Corporation, (applicant) summarized the features that have been incorporated into the proposed commercial building.

Doug Goodman, representing the applicant addressed a question regarding the boundary as shown on the site map and how that parcel would be developed.

Further discussion followed regarding the parking analysis and the proposed parking plans.

Darrell Brown, representing Northtown Housing Development Corporation, (applicant) clarified the delivery routes and access for the commercial buildings.

Further discussion followed regarding placing a monument at the corner of Mission Boulevard and Crestmore as the project will provide a gateway entrance to the City of Jurupa Valley.

Darrell Brown, representing Northtown Housing Development Corporation, (applicant) clarified their requirement to build a minimum number of housing units as a portion of the site is owned by the County of Riverside's housing agency.

Further discussion followed.

Debi Myers, Housing Project Manager, Northtown Housing Development Corporation (applicant) suggested that members of the Council visit some of their apartment complexes in Rancho Cucamonga to see what they have built in other communities.

Further discussion followed regarding eliminating or reducing the offsite parking, and considering an option for permit parking for the residents.

**A motion was made by Mayor Anthony Kelly, seconded by Council Member Chris Barajas, to adopt continue this matter to the September 3, 2020 meeting. A roll call vote was taken.**

**Roll Call:**

**Ayes: C. Barajas, B. Berkson, M. Goodland, A. Kelly**

**Noes: None**

**Absent: None**

**Abstained: L. Barajas**

**C. CONTINUED PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE R) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE "DISTRICT") AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; LOCATED AT THE NORTHWEST CORNER OF RUBIDOUX BOULEVARD AND 30<sup>TH</sup> STREET (RUBIDOUX CARWASH) (CONTINUED FROM THE JULY 16, 2020 MEETIN)**

Steve Loriso, City Engineer, presented the Staff Report. Mr. Loriso explained that the annexation of Zone R is no longer required as the City and the developer have come to an alternative agreement in lieu of forming an LLMD.

**A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to table this item indefinitely. A roll call vote was taken.**

**Roll Call:**

**Ayes:** C. Barajas, B. Berkson, L. Barajas, M. Goodland, A. Kelly

**Noes:** None

**Absent:** None

**16. COUNCIL BUSINESS**

**A. APPROVAL OF A RESOLUTION AND BALLOT ARGUMENT IN SUPPORT OF A BALLOT MEASURE TO ADOPT NEW REGULATIONS GOVERNING COMMERCIAL CANNABIS ACTIVITY IN THE CITY AND TO INCREASE THE TAX ON COMMERCIAL CANNABIS ACTIVITY IN THE CITY**

City Attorney Peter Thorson presented the staff report. He summarized the rules regarding advocacy of ballot measures under state law. Mr. Thorson noted that a special Council meeting will be required to approve the rebuttal argument in favor of Measure U.

Further discussion followed.

Council Member Chris Barajas noted that one of the biggest changes that the proposed ballot measure will provide is that it will include a provision to prohibit commercial cannabis businesses near schools, daycare centers, religious facilities, and parks. He thanked staff for their excellent work on the measure.

Council Member Brian Berkson requested an amendment to the Ballot Argument that would revise the words “fair tax” to “reasonable tax.” He thanked City Manager Rod Butler and the City Attorney’s Office for their guidance on this issue.

**A motion was made by Council Member Brian Berkson, seconded by Mayor Kelly, to pass and adopt Resolution Nos. 2020-68 as amended and 2020-69, entitled:**

**RESOLUTION NO. 2020-68 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, SUPPORTING VOTER APPROVAL OF THE PROPOSED CANNABIS REGULATORY AND TAX MEASURE ON THE NOVEMBER 3, 2020 BALLOT; AND**

**RESOLUTION NO. 2020-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING A BALLOT ARGUMENT IN SUPPORT OF VOTER APPROVAL OF THE PROPOSED CANNABIS REGULATORY AND TAX MEASURE ON THE NOVEMBER 3, 2020 BALLOT**

**A roll call vote was taken.**

**Roll Call:**

**Ayes:** C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

**Noes:** None

**Absent:** None

**B. AGREEMENT FOR CONSULTANT SERVICES FOR PROVIDING A COST ALLOCATION PLAN AND A COST OF SERVICES STUDY FOR ALL CITY DEPARTMENTS**

Keith Clarke, Building Department Director, presented the staff report.

Further discussion followed.

**A motion was made by Mayor Anthony Kelly, seconded by Council Member Micheal Goodland, to approve the Agreement for Consultant Services between the City of Jurupa Valley and Revenue and Cost Specialists, LLC (RCS) for a cost of services study. A roll call vote was taken.**

**Roll Call:**

**Ayes:** C. Barajas, B. Berkson, L. Barajas, M. Goodland, A. Kelly

**Noes:** None

**Absent:** None

**C. CONSIDERATION OF A RESOLUTION RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY AND IMPOSING ADDITIONAL REGULATIONS DUE TO THE COVID-19 (CORONAVIRUS) PANDEMIC**

City Attorney Peter Thorson presented the staff report.

**A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to adopt Resolution No. 2020-70, 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 THE COVID-19 PANDEMIC**

**A roll call vote was taken.**

**Roll Call:**

**Ayes:** C. Barajas, B. Berkson, L. Barajas, A. Kelly

**Noes:** M. Goodland

**Absent:** None

**17. CITY ATTORNEY’S REPORT**

City Attorney Peter Thorson had no report.

**18. COUNCIL MEMBER REPORTS AND COMMENTS**

Mayor Anthony Kelly provided closing comments. He thanked his colleagues on the Council and City staff.

**19. ADJOURNMENT**

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 12:02 a.m.

The next meeting of the Jurupa Valley City Council will be held August 20, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

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Victoria Wasko, CMC  
City Clerk

# City of Jurupa Valley

## **STAFF REPORT**

**DATE: AUGUST 20, 2020**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: ROD BUTLER, CITY MANAGER**

**BY: SEAN MCGOVERN, SENIOR MANAGEMENT ANALYST**

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

**AMENDMENT TO AGREEMENT FOR VIDEO STREAMING SERVICES  
BY AND BETWEEN THE CITY OF JURUPA VALLEY AND SWAGIT  
PRODUCTIONS, LLC**

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### **RECOMMENDATION**

- 1) That the City Council approve the First Amendment to the Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC and authorize the City Manager to execute the First Amendment in substantially the form and format attached and as approved by the City Attorney.

### **BACKGROUND**

On December 19, 2019, the City Council authorized the Agreement for Video Streaming Services with Swagit Productions, LLC (Swagit). Subsequently, Swagit installed a remote video streaming system in the City Council Chamber at City Hall. Swagit records, directs, and archives each public meeting held at City Hall. The archived videos are available on the City's website and are "bookmarked" to correlate to the meeting agenda.

At that December 19, 2019 meeting of the City Council, the council directed City staff to research a variety of upgrades to the video streaming system. Additionally, the City Council expressed an interest in filming all public meetings – not just meetings of the City Council.

### **ANALYSIS**

Swagit charges a monthly rate based on the total number of public meetings to be streamed annually. Currently, the Agreement for Video Streaming Services with Swagit (Attachment B) provides for the streaming and archiving of fifty public meetings per year. The monthly cost of the fifty meeting package is \$1,345.00. To accomplish the City Council's directive to stream and archive all public meetings, the City will need to upgrade

to Swagit's streaming package that covers seventy-five meetings per year. The monthly cost of the seventy-five meeting package is \$1,695.00.

Upgrading to the seventy-five meeting package will enable the City to stream and archive all regularly scheduled meetings of the City Council, Planning Commission, Traffic Safety Committee, and the Community Development Advisory Committee. Even if all of the regularly scheduled meetings of City Council and each committee are held, the City will still have the opportunity to add more streamed public meetings throughout the year.

## **FINANCIAL IMPACT**

The costs for video streaming equipment and services are funded through account 720.7200 (Hardware/Software Support).

## **ALTERNATIVES**

1. Decline to approve the First Amendment to the Agreement for Video Streaming Services with Swagit Productions, LLC at this time.
2. Provide alternate direction to staff.

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

Prepared by:

  
Sean McGovern  
Senior Management Analyst

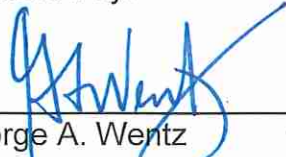
Reviewed by:

  
Terri Rollings  
Assistant to the City Manager/PIO


Reviewed by:

  
Connie Cardenas  
Director of Administrative Services

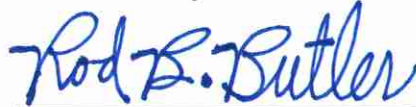
Reviewed by:

  
George A. Wentz  
Deputy City Manager

Approved as to form:

  
Peter Thorson  
City Attorney

Submitted by:

  
Rod B. Butler  
City Manager

**Attachments:**

- A. First Amendment to the Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC.
- B. Original Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC.



## **FIRST AMENDMENT TO THE AGREEMENT FOR VIDEO STREAMING SERVICES**

This First Amendment to the Agreement for Video Streaming Services ("1st Amendment") is entered into by and between Jurupa Valley, California ("CITY") and Swagit Productions, LLC ("SWAGIT"), is hereby entered into as of this 20th day of August, 2020.

WHEREAS, The City and Swagit entered into an Agreement for Video Streaming Services, dated January 1, 2020 (the "AGREEMENT"); and

WHEREAS, The City and Swagit desire to amend the Agreement to update the fee schedule and upgrade services, effective on September 1, 2020.

NOW THEREFORE, for and in consideration of the mutual promises exchanged herein, and other good and valuable consideration the parties hereto, do hereby covenant and agree to amend the Agreement as provided herein below.

1. Exhibit A, as described in Paragraph 2.1(b) of the Agreement, sets forth the Provider's monthly compensation for services to be performed and expenses to be incurred.

Attached to this 1st Amendment as Attachment A is a Streaming Video Monthly Managed Services fee intended to replace the existing Streaming Video Monthly Managed Services fee identified in Exhibit A (page 3) of the Agreement. Attachment A is incorporated into this 1st Amendment for all purposes allowed by law.

2. Amending the Contract to upgrade to Package 3 will result in an increase of cost for streaming video solution services under the Agreement in an estimated annual amount of \$4,200.00.
3. This 1st Amendment shall be effective on the date of execution by the City.
4. All other provisions of the Agreement not amended by this 1st Amendment shall remain in full force and effect as set forth in the Agreement. In the event of a conflict or an inconsistency between the Agreement and this 1st Amendment or any prior or previous amendment, the terms of the 1st Agreement shall control.



**IN WITNESS WHEREOF** the City of Jurupa Valley and Swagit Productions, LLC have executed this First Amendment to the Agreement for Video Streaming Services on this 20th day of August, 2020.

**City of Jurupa Valley**

**Swagit Productions, LLC**

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

\_\_\_\_\_  
Bryan Halley, President

\_\_\_\_\_  
Date

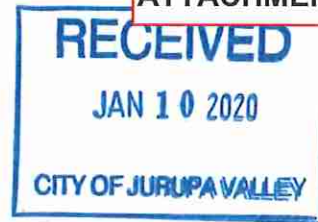
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Date



## Attachment A

### Streaming Video Monthly Managed Services

Item Description	Monthly Cost
<b>Package 3:</b> Up To 75 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free). <b>With Remote Switching Included</b> (Up To 75 Meetings per year)	\$1,695.00



**AGREEMENT FOR  
VIDEO STREAMING SERVICES**

**CITY OF JURUPA VALLEY  
and  
SWAGIT PRODUCTIONS, LLC**

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This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Jurupa Valley, California ("City"), a municipal corporation with offices at 8930 Limonite Avenue, Jurupa Valley, California 92509, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 North Central Expressway, Suite 900, Dallas, Texas 75243 and shall be effective as of January 1, 2020.

**RECITALS**

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following work and services for the City:

1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.

1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Jurupa Valley chambers located at; 8930 Limonite Avenue, Jurupa Valley, California 92509 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

## 2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) A one-time charge not to exceed:

(i) **Four Thousand Eight Hundred Ninety and No/100 Dollars** (\$4,890.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation and Design) costs (as identified and detailed on the attached Exhibit "A", page 3, "Streaming Video Hardware"); and

(ii) **Thirty-Eight Thousand Six Hundred Sixty-Five and No/100 Dollars** (\$38,665.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "Avior Broadcast System"); and

(b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **One Thousand Three Hundred Forty-Five and No/100 Dollars** (\$1,345.00) for on-demand, live video streaming and remote switching (as identified and described on the attached Exhibit "A", page 3, "Streaming Video Monthly Managed Services").

2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the City, and the receipt by the City of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or \$19,332.50) shall be due and payable not later than Fifteen (15) days following the date Agreement has been signed by both parties.

(b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the

Equipment by Provider and the acceptance thereof by the Director.

- (c) Except as set forth herein, payments will be processed on a monthly basis, unless annual billing has been requested, with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.
- (d) Should the City fail to pay any invoice that is outstanding more than 60 days, a 5% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

### 3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All work and services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.
- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.

- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.

Provider warrants that it has full, legal authority to license for City's use for any municipal purpose, any and all software and/or software services provided under this Agreement. Provider shall defend, indemnify and hold City, its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of City officials, free and harmless from any loss, claim or liability in any way related to a claim that City's use of such software or software services is violating any contractual provisions, or federal, state or local laws relating to trade names, licenses, copyrights, franchises, patents or other means of protecting intellectual property rights. In case such any use by City of any of the software or software services is held to constitute an infringement and its use is enjoined, Provider, at its expense, shall: (a) secure for City the right to continue using the software or software services by suspension of any injunction or by procuring a license or licenses for City; or (b) modify the software or software services to become non-infringing. This covenant shall survive the termination of this Agreement.

- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.

- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "Avior Broadcast System") at the Site described in Section 1.2, above.

- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored on Provider's networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP, but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.
- 3.10 Cloud Based Storage. Notwithstanding the foregoing, at all times herein, any and all cloud-based storage by Provider of City-provided content or content otherwise made accessible to Provider (collectively, "City Content") shall be within the continental United States and shall be compliant with ISO/IEC 27001, et seq., or successor standard thereto, or such other other cloud storage standard approved in writing by City's manager of IT services.
- 3.11 Ownership of City Content. Any and all City Content, including any and all intellectual and/or proprietary rights arising from the creation of City Content is solely owned by the City. Provider is granted a limited license to use, handle, and maintain

City Content solely for purposes of providing streaming and any and all other services hereunder. Provider shall not disseminate, transfer, or sell any City Content, or otherwise use or access City Content for any purpose other than to provide the services required herein.

#### 4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized Representative:

Rod Butler  
City Manager  
City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
951-332-6464

To Provider:

David Owusu  
Director of Streaming  
Swagit Productions, LLC  
12801 N. Central Expressway, Ste 900  
Dallas, Texas 75243  
800-573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

#### 5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage, including, without limitation, claims of copyright, trademark infringement or other intellectual property claims, to the extent caused by the acts, omissions, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

#### 6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in California and until all of their obligations have been

discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

**A. Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form  
(Form CG 0001, ed. 10/93 or any replacements thereof)
 

General Aggregate	\$2,000,000
Vehicle Liability (any auto)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

 (This coverage must be amended to provide for an each-project aggregate limit of insurance)
  
2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000
  
3. Professional Liability \$1,000,000  
(This coverage must be maintained for at least two (2) years after the project is completed; if coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this Agreement)

**B. OTHER INSURANCE REQUIREMENTS:** The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Jurupa Valley, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability and vehicle liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed

operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.

2. The Provider's insurance shall contain broad form contractual liability coverage.
  3. The City of Jurupa Valley, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
  4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
  5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.
  8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Jurupa Valley.
  9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Jurupa Valley, California of any material change in the insurance coverage.
  10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
  11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of California.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium,

then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

**Rod Butler**  
**City Manager**  
**City of Jurupa Valley**  
**8930 Limonite Avenue**  
**Jurupa Valley, CA 92509**

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of California and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the California Department of Insurance.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Jurupa Valley.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rod Butler, City Manager, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509.** The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

## 7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

- 7.1.1 Any material misrepresentation made by Provider to the City;
- 7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:
  - 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
  - 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
  - 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
  - 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
  - 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
  - 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
  - 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.
- 7.2 Remedies. The following shall be remedies under this agreement.
  - 7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement.

Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

## 8. GENERAL PROVISIONS

8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of California, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the Superior Court Riverside County, California, and

the parties agree to submit to the personal and subject matter jurisdiction of said court.

- 8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.
- 8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void. City Manager is authorized to approve any such assignment on behalf of the City.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and

any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.

- 8.10 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.11 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.12 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.13 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

## 9. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by the Provider providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term; or by City pursuant to the provisions of Section 7.

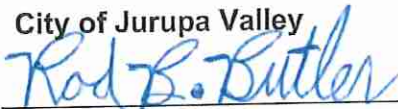
## 10. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

## 11. COUNTERPARTS; EXECUTION OF AGREEMENT

- 11.1 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 11.2 Execution of Agreement. The City shall first sign this Agreement in one or more counterparts and deliver them to Provider. This Agreement shall not be effective until Provider accepts and signs this Agreement in one or more counterparts at its corporate offices in Dallas, Texas, and delivers to the City a counterpart of this Agreement signed by the City and Provider.

City of Jurupa Valley



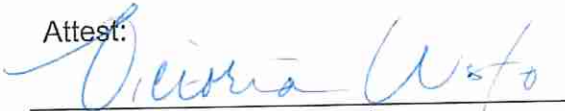
Rob Butler, City Manager

ROD

Swagit Productions, LLC

  
Bryan R. Halley, President

Attest:



Victoria Wasko, City Clerk

Approved as to form:



for Peter M. Thorson, City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**

## *Scope of Services – Exhibit A*

### EASE Solution

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Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

**Swagit's EASE solution integrates with all Document/Agenda Management solutions.**

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 and Flash streaming video formats. These formats have proven themselves as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

## EASE Solution

### •Monitoring

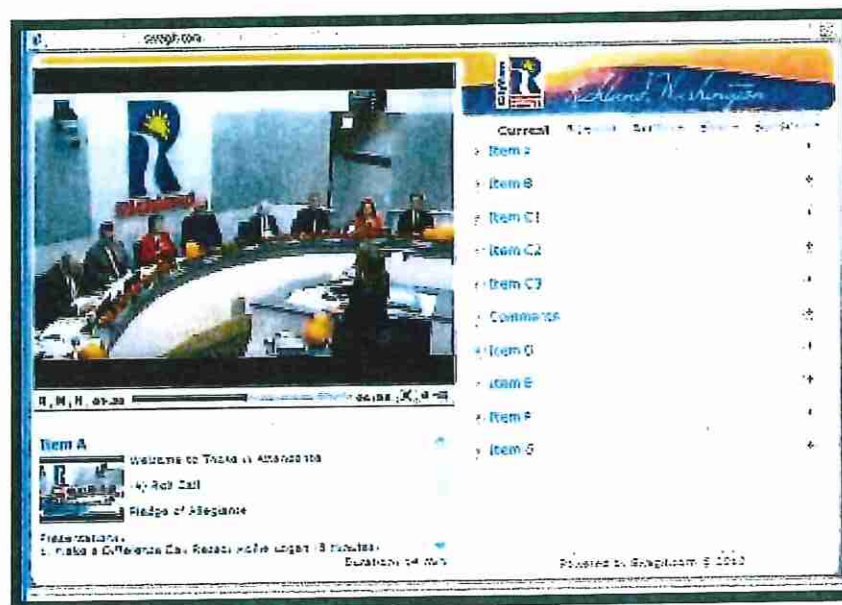
Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

### •Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

### •Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



## Investment-Streaming Video

### Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$4,890.00
Swagit EASE C Encoder: 2x SDI (3G/HD/SD) Video, Embedded SDI, AES, SPDIF, Balanced, Osprey 825e Capture Card, 13.9" 2U Rackmount Chassis SPARKLE 350W Power Supply, Supermicro X11SSQ Motherboard, Intel Core i7-6700 Processor, 8GB Micron Memory, Lite-On 24X DVD-RW, 1TB Seagate EC3.5v5 Hard Drive, Windows 7 Professional Embedded, EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Remote Installation and Swagit's 3 Year Full System Warranty.		

### Streaming Video Monthly Managed Services

Item Description	Monthly Cost
<b>Package 2:</b> Up To 50 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$1,345.00
<b>With Remote Switching Included</b> (Up To 50 Meetings per year)	

### Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Programming, Development or Design Implementation	\$120.00/hour
Each Additional Remotely Switched Meeting or Event	\$175.00

## Broadcast System- Avior

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Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

## Investment – Avior Broadcast System

QTY	Item Description	Price
4	HD PTZ Camera	
4	Camera Power Connectors	
4	Camera Mounts	
5	Sony- EVI DS-Cable- to daisy chain cameras	
1	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	PDU Remote Power Switch and Management including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
Total Cost for Camera System & Installation		\$38,665.00

Cameras can be controlled locally by the client or remotely by Swagit's staff.

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** TIM JONASSON, P.E., SENIOR MANAGER – DEVELOPMENT  
SERVICES & ECONOMIC DEVELOPMENT

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

**AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF JURUPA VALLEY AND GRC ASSOCIATES,  
INC. FOR ADMINISTRATION OF THE AFFORDABLE HOMEOWNER  
REHABILITATION GRANTS PROGRAM**

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### **RECOMMENDATION**

- 1) That the City Council approve the First Amendment to the Agreement for Consultant Services between the City of Jurupa Valley and GRC Associates, Inc. for administration of the Affordable Homeowner Rehabilitation Grants Program and authorize the City Manager to execute the First Amendment in substantially the form and format attached and as approved by the City Attorney.

### **BACKGROUND**

On May 2, 2019, the City Council authorized the Agreement for Consultant Services between the City of Jurupa Valley and GRC Associates, Inc. for administration of the Affordable Homeowner Rehabilitation Grants Program. GRC Associates, Inc. (GRC) serves as the City's primary program manager for the homeowner rehabilitation program. Funded through the City's Community Development Block Grant (CDBG) allocation, the homeowner rehabilitation program provides grants to low-moderate income residents to make needed repairs on their homes.

Successful applicants of the homeowner rehabilitation program are eligible to receive grants of up to \$10,000.00 to use towards repairs. Typically, grantees use these funds to make critical repairs to leaking roofs, broken stairs, malfunctioning plumbing systems, etc. During the 2019-20 program year (the first year of the program), the City Council made \$50,000.00 in total grant funds available. For the 2020-21 program year, a total of \$80,000 in grant funds were made available.

to Swagit's streaming package that covers seventy-five meetings per year. The monthly cost of the seventy-five meeting package is \$1,695.00.

Upgrading to the seventy-five meeting package will enable the City to stream and archive all regularly scheduled meetings of the City Council, Planning Commission, Traffic Safety Committee, and the Community Development Advisory Committee. Even if all of the regularly scheduled meetings of City Council and each committee are held, the City will still have the opportunity to add more streamed public meetings throughout the year.

## **FINANCIAL IMPACT**

The costs for video streaming equipment and services are funded through account 720.7200 (Hardware/Software Support).

## **ALTERNATIVES**

1. Decline to approve the First Amendment to the Agreement for Video Streaming Services with Swagit Productions, LLC at this time.
2. Provide alternate direction to staff.

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

Prepared by:



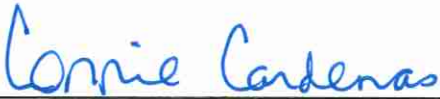
Sean McGovern  
Senior Management Analyst

Reviewed by:



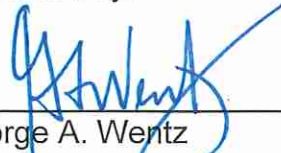
Terri Rollings  
Assistant to the City Manager/PIO

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 B. Butler  
City Manager

**Attachments:**

- A. First Amendment to the Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC.
- B. Original Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC.

Prepared by:



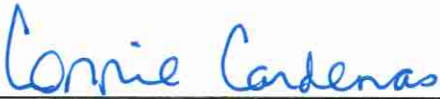
Sean McGovern  
Senior Management Analyst

Reviewed by:



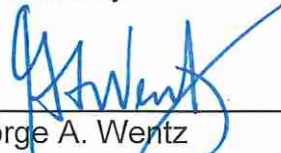
Terri Rollings  
Assistant to the City Manager/PIO

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 B. Butler  
City Manager

**Attachments:**

- A. First Amendment to the Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC.
- B. Original Agreement for Video Streaming Services by and between the City of Jurupa Valley and Swagit Productions, LLC.



## **FIRST AMENDMENT TO THE AGREEMENT FOR VIDEO STREAMING SERVICES**

This First Amendment to the Agreement for Video Streaming Services ("1st Amendment") is entered into by and between Jurupa Valley, California ("CITY") and Swagit Productions, LLC ("SWAGIT"), is hereby entered into as of this 20th day of August, 2020.

WHEREAS, The City and Swagit entered into an Agreement for Video Streaming Services, dated January 1, 2020 (the "AGREEMENT"); and

WHEREAS, The City and Swagit desire to amend the Agreement to update the fee schedule and upgrade services, effective on September 1, 2020.

NOW THEREFORE, for and in consideration of the mutual promises exchanged herein, and other good and valuable consideration the parties hereto, do hereby covenant and agree to amend the Agreement as provided herein below.

1. Exhibit A, as described in Paragraph 2.1(b) of the Agreement, sets forth the Provider's monthly compensation for services to be performed and expenses to be incurred.

Attached to this 1st Amendment as Attachment A is a Streaming Video Monthly Managed Services fee intended to replace the existing Streaming Video Monthly Managed Services fee identified in Exhibit A (page 3) of the Agreement. Attachment A is incorporated into this 1st Amendment for all purposes allowed by law.

2. Amending the Contract to upgrade to Package 3 will result in an increase of cost for streaming video solution services under the Agreement in an estimated annual amount of \$4,200.00.
3. This 1st Amendment shall be effective on the date of execution by the City.
4. All other provisions of the Agreement not amended by this 1st Amendment shall remain in full force and effect as set forth in the Agreement. In the event of a conflict or an inconsistency between the Agreement and this 1st Amendment or any prior or previous amendment, the terms of the 1st Agreement shall control.



**IN WITNESS WHEREOF** the City of Jurupa Valley and Swagit Productions, LLC have executed this First Amendment to the Agreement for Video Streaming Services on this 20th day of August, 2020.

**City of Jurupa Valley**

**Swagit Productions, LLC**

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

\_\_\_\_\_  
Bryan Halley, President

\_\_\_\_\_  
Date

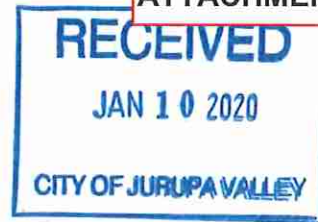
\_\_\_\_\_  
Date



## Attachment A

### Streaming Video Monthly Managed Services

Item Description	Monthly Cost
<b>Package 3:</b> Up To 75 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free). <b>With Remote Switching Included</b> (Up To 75 Meetings per year)	\$1,695.00



**AGREEMENT FOR  
VIDEO STREAMING SERVICES**

**CITY OF JURUPA VALLEY  
and  
SWAGIT PRODUCTIONS, LLC**

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This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Jurupa Valley, California ("City"), a municipal corporation with offices at 8930 Limonite Avenue, Jurupa Valley, California 92509, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 North Central Expressway, Suite 900, Dallas, Texas 75243 and shall be effective as of January 1, 2020.

**RECITALS**

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following work and services for the City:

1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.

1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Jurupa Valley chambers located at; 8930 Limonite Avenue, Jurupa Valley, California 92509 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

## 2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) A one-time charge not to exceed:

(i) **Four Thousand Eight Hundred Ninety and No/100 Dollars** (\$4,890.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation and Design) costs (as identified and detailed on the attached Exhibit "A", page 3, "Streaming Video Hardware"); and

(ii) **Thirty-Eight Thousand Six Hundred Sixty-Five and No/100 Dollars** (\$38,665.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "Avior Broadcast System"); and

(b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **One Thousand Three Hundred Forty-Five and No/100 Dollars** (\$1,345.00) for on-demand, live video streaming and remote switching (as identified and described on the attached Exhibit "A", page 3, "Streaming Video Monthly Managed Services").

2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the City, and the receipt by the City of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or \$19,332.50) shall be due and payable not later than Fifteen (15) days following the date Agreement has been signed by both parties.

(b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the

Equipment by Provider and the acceptance thereof by the Director.

- (c) Except as set forth herein, payments will be processed on a monthly basis, unless annual billing has been requested, with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.
- (d) Should the City fail to pay any invoice that is outstanding more than 60 days, a 5% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

### 3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All work and services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.
- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.

- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.

Provider warrants that it has full, legal authority to license for City's use for any municipal purpose, any and all software and/or software services provided under this Agreement. Provider shall defend, indemnify and hold City, its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of City officials, free and harmless from any loss, claim or liability in any way related to a claim that City's use of such software or software services is violating any contractual provisions, or federal, state or local laws relating to trade names, licenses, copyrights, franchises, patents or other means of protecting intellectual property rights. In case such any use by City of any of the software or software services is held to constitute an infringement and its use is enjoined, Provider, at its expense, shall: (a) secure for City the right to continue using the software or software services by suspension of any injunction or by procuring a license or licenses for City; or (b) modify the software or software services to become non-infringing. This covenant shall survive the termination of this Agreement.

- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.

- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "Avior Broadcast System") at the Site described in Section 1.2, above.

- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored on Provider's networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP, but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.
- 3.10 Cloud Based Storage. Notwithstanding the foregoing, at all times herein, any and all cloud-based storage by Provider of City-provided content or content otherwise made accessible to Provider (collectively, "City Content") shall be within the continental United States and shall be compliant with ISO/IEC 27001, et seq., or successor standard thereto, or such other other cloud storage standard approved in writing by City's manager of IT services.
- 3.11 Ownership of City Content. Any and all City Content, including any and all intellectual and/or proprietary rights arising from the creation of City Content is solely owned by the City. Provider is granted a limited license to use, handle, and maintain

City Content solely for purposes of providing streaming and any and all other services hereunder. Provider shall not disseminate, transfer, or sell any City Content, or otherwise use or access City Content for any purpose other than to provide the services required herein.

#### 4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized Representative:

Rod Butler  
City Manager  
City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
951-332-6464

To Provider:

David Owusu  
Director of Streaming  
Swagit Productions, LLC  
12801 N. Central Expressway, Ste 900  
Dallas, Texas 75243  
800-573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

#### 5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage, including, without limitation, claims of copyright, trademark infringement or other intellectual property claims, to the extent caused by the acts, omissions, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

#### 6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in California and until all of their obligations have been

discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

**A. Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form  
 (Form CG 0001, ed. 10/93 or any replacements thereof)
 

General Aggregate	\$2,000,000
Vehicle Liability (any auto)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

 (This coverage must be amended to provide for an each-project aggregate limit of insurance)
  
2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000
  
3. Professional Liability \$1,000,000  
 (This coverage must be maintained for at least two (2) years after the project is completed; if coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this Agreement)

**B. OTHER INSURANCE REQUIREMENTS:** The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Jurupa Valley, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability and vehicle liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed

operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.

2. The Provider's insurance shall contain broad form contractual liability coverage.
  3. The City of Jurupa Valley, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
  4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
  5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.
  8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Jurupa Valley.
  9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Jurupa Valley, California of any material change in the insurance coverage.
  10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
  11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of California.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium,

then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

**Rod Butler**  
**City Manager**  
**City of Jurupa Valley**  
**8930 Limonite Avenue**  
**Jurupa Valley, CA 92509**

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of California and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the California Department of Insurance.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Jurupa Valley.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rod Butler, City Manager, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509.** The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

## 7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

- 7.1.1 Any material misrepresentation made by Provider to the City;
- 7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:
  - 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
  - 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
  - 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
  - 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
  - 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
  - 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
  - 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.
- 7.2 Remedies. The following shall be remedies under this agreement.
  - 7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement.

Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

## 8. GENERAL PROVISIONS

8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of California, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the Superior Court Riverside County, California, and

the parties agree to submit to the personal and subject matter jurisdiction of said court.

- 8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.
- 8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void. City Manager is authorized to approve any such assignment on behalf of the City.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and

any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.

- 8.10 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.11 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.12 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.13 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

## 9. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by the Provider providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term; or by City pursuant to the provisions of Section 7.

## 10. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

## 11. COUNTERPARTS; EXECUTION OF AGREEMENT

- 11.1 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 11.2 Execution of Agreement. The City shall first sign this Agreement in one or more counterparts and deliver them to Provider. This Agreement shall not be effective until Provider accepts and signs this Agreement in one or more counterparts at its corporate offices in Dallas, Texas, and delivers to the City a counterpart of this Agreement signed by the City and Provider.

City of Jurupa Valley



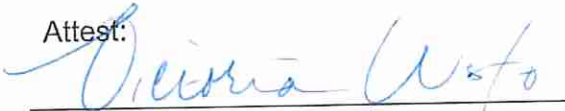
Rob Butler, City Manager

ROD

Swagit Productions, LLC

  
Bryan R. Halley, President

Attest:



Victoria Wasko, City Clerk

Approved as to form:



for Peter M. Thorson, City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**

## *Scope of Services – Exhibit A*

### EASE Solution

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Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

**Swagit's EASE solution integrates with all Document/Agenda Management solutions.**

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 and Flash streaming video formats. These formats have proven themselves as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

## EASE Solution

### •Monitoring

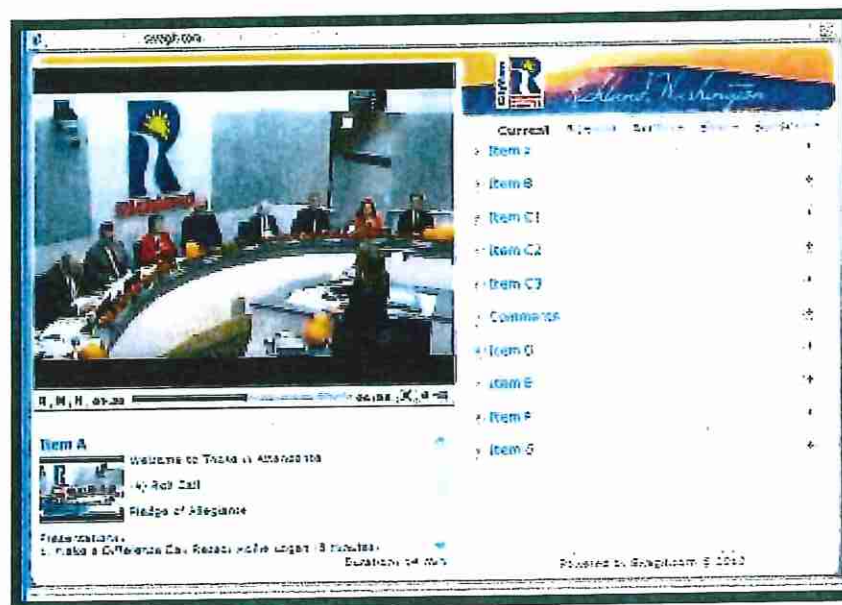
Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

### •Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

### •Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



## Investment-Streaming Video

### Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$4,890.00
Swagit EASE C Encoder: 2x SDI (3G/HD/SD) Video, Embedded SDI, AES, SPDIF, Balanced, Osprey 825e Capture Card, 13.9" 2U Rackmount Chassis SPARKLE 350W Power Supply, Supermicro X11SSQ Motherboard, Intel Core i7-6700 Processor, 8GB Micron Memory, Lite-On 24X DVD-RW, 1TB Seagate EC3.5v5 Hard Drive, Windows 7 Professional Embedded, EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Remote Installation and Swagit's 3 Year Full System Warranty.		

### Streaming Video Monthly Managed Services

Item Description	Monthly Cost
<b>Package 2:</b> Up To 50 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$1,345.00
<b>With Remote Switching Included</b> (Up To 50 Meetings per year)	

### Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Programming, Development or Design Implementation	\$120.00/hour
Each Additional Remotely Switched Meeting or Event	\$175.00

## Broadcast System- Avior

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Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

## Investment – Avior Broadcast System

QTY	Item Description	Price
4	HD PTZ Camera	
4	Camera Power Connectors	
4	Camera Mounts	
5	Sony- EVI DS-Cable- to daisy chain cameras	
1	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	PDU Remote Power Switch and Management including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
Total Cost for Camera System & Installation		\$38,665.00

Cameras can be controlled locally by the client or remotely by Swagit's staff.

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** TIM JONASSON, P.E., SENIOR MANAGER – DEVELOPMENT  
SERVICES & ECONOMIC DEVELOPMENT

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

**AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF JURUPA VALLEY AND GRC ASSOCIATES,  
INC. FOR ADMINISTRATION OF THE AFFORDABLE HOMEOWNER  
REHABILITATION GRANTS PROGRAM**

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### **RECOMMENDATION**

- 1) That the City Council approve the First Amendment to the Agreement for Consultant Services between the City of Jurupa Valley and GRC Associates, Inc. for administration of the Affordable Homeowner Rehabilitation Grants Program and authorize the City Manager to execute the First Amendment in substantially the form and format attached and as approved by the City Attorney.

### **BACKGROUND**

On May 2, 2019, the City Council authorized the Agreement for Consultant Services between the City of Jurupa Valley and GRC Associates, Inc. for administration of the Affordable Homeowner Rehabilitation Grants Program. GRC Associates, Inc. (GRC) serves as the City's primary program manager for the homeowner rehabilitation program. Funded through the City's Community Development Block Grant (CDBG) allocation, the homeowner rehabilitation program provides grants to low-moderate income residents to make needed repairs on their homes.

Successful applicants of the homeowner rehabilitation program are eligible to receive grants of up to \$10,000.00 to use towards repairs. Typically, grantees use these funds to make critical repairs to leaking roofs, broken stairs, malfunctioning plumbing systems, etc. During the 2019-20 program year (the first year of the program), the City Council made \$50,000.00 in total grant funds available. For the 2020-21 program year, a total of \$80,000 in grant funds were made available.

## **ANALYSIS**

GRC has successfully performed all tasks identified in the original agreement for home rehabilitation consulting services (Attachment B). To date, the City has obligated all grant funds for the 2019-20 program year. As of the writing of this report, the City is on track to obligate all funds for the 2020-21 program year by November of 2020.

On April 16, 2020, the City Council approved the 2020-21 CDBG Annual Action Plan. The 2020-21 CDBG Annual Action Plan included a budget of \$24,000.00 for home rehabilitation program administration services. GRC charges a flat fee of \$3000.00 per grantee to comprehensively manage each grant project in accordance with the City's home rehabilitation program guidelines. The attached amendment (Attachment A) provides for \$24,000.00 in home rehabilitation administration services for the 2020-21 program year, which will cover the cost of administering up to eight grants.

## **FINANCIAL IMPACT**


The City's 2020-21 Annual Action Plan provided \$24,000.00 for home rehabilitation program administrative services. All costs related to home rehabilitation program administration are recoverable through the City's 2020-21 CDBG allocation.

## **ALTERNATIVES**

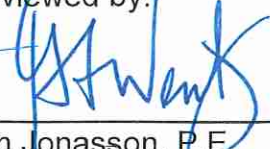
1. Decline to approve the First Amendment to Agreement for Consultant Services between City of Jurupa Valley and GRC Associates, Inc. for Administration of the Affordable Homeowner Rehabilitation Grants Program.
2. Provide alternate direction to staff.

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

Prepared by:

  
Sean McGovern  
Senior Management Analyst


Reviewed by:

  
Tim Jonasson, P.E.  
Senior Manager – Development  
Services & Economic Development

Reviewed by:

  
Connie Cardenas  
Director of Administrative Services

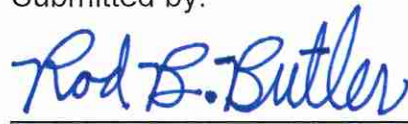
Reviewed by:

  
George A. Wentz, P.E.  
Deputy City Manager

Approved as to form:

  
Peter M. Thorson  
City Attorney

Submitted by:

  
Rod B. Butler  
City Manager

**Attachments:**

- A. First Amendment to Agreement for Consultant Services between City of Jurupa Valley and GRC Associates, Inc., for Administration of the Affordable Homeowner Rehabilitation Grants Program
- B. Original Agreement for Consultant Services between City of Jurupa Valley and GRC Associates, Inc., for Administration of the Affordable Homeowner Rehabilitation Grants Program

**FIRST AMENDMENT TO AGREEMENT FOR  
CONSULTANT SERVICES BETWEEN CITY OF JURUPA  
VALLEY AND GRC ASSOCIATES, INC., FOR  
ADMINISTRATION OF THE AFFORDABLE  
HOMEOWNER REHABILITATION GRANTS PROGRAM**

**This First Amendment** is made and effective as of June 30, 2020 between the City of Jurupa Valley, a municipal corporation ("City") and GRC Associates, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:
  - A. On May 2, 2019, the City and Consultant entered into that certain Agreement entitled "AGREEMENT FOR CONSULTANT SERVICES BETWEEN CITY OF JURUPA VALLEY AND GRC ASSOCIATES, INC., FOR ADMINISTRATION OF THE AFFORDABLE HOMEOWNER REHABILITATION GRANTS PROGRAM" (the "Agreement").
  - B. The parties now desire to revise the Agreement as set forth in this First Amendment.
2. Paragraph 1 of the Agreement is hereby amended to read as follows:

"1. Term

This Agreement shall commence on July 1, 2019, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than June 30, 2021 unless sooner terminated pursuant to the provisions of this Agreement."
3. Sub-Paragraph 4.A of the Agreement is hereby amended to read as follows:

"A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty-Nine Thousand dollars (\$39,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement."
4. The person or persons executing this First Amendment on behalf of Consultant warrants and represents that he or she has the authority to execute this First Amendment on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.
5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be signed and executed personally or on its behalf by its duly authorized representative.

**CONSULTANT**  
**GRC Associates, Inc.**

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

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

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

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

\_\_\_\_\_  
Rod B. Butler, City Manager  
City of Jurupa Valley, California

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND GRC ASSOCIATES, INC. FOR ADMINISTRATION OF THE AFFORDABLE HOMEOWNER REHABILITATION GRANTS PROGRAM**

THIS AGREEMENT is made and effective as of May 2, 2019, between the City of Jurupa Valley ("City") and GRC Associates, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. Term**

This Agreement shall commence on July 1, 2019, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than June 30, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

**2. Services**

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

**3. Performance**

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

**4. Payment**

A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifteen Thousand dollars (\$15,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

**5. Suspension or Termination of Agreement Without Cause**

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

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

**6. Default Of Consultant**

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

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

**7. Ownership and Maintenance Of Documents**

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

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

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

#### **8. Indemnification.**

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

#### **9. Insurance Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. Independent Contractor**

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

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

#### **11. Legal Responsibilities**

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

**12. Confidentiality; Release Of Information**

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

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

**13. Assignment**

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

**14. General Provisions**

**A. Notices**

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

To City:

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

To Consultant:

GRC Associates, Inc.  
8060 Florence Avenue, Suite 303  
Downey, CA 90240  
Attention: Robert G. Vasquez

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

C. Governing Law; Venue

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

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

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


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

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

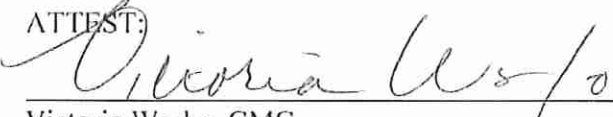
G. Authority To Execute This Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations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

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

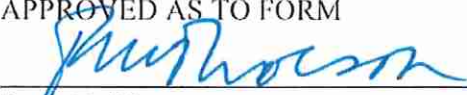
**CITY OF JURUPA VALLEY**

  
\_\_\_\_\_  
Brian Berkson, Mayor

ATTEST:

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

APPROVED AS TO FORM

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

**CONSULTANT**

By: 

Name: ROBERT G. VASQUEZ  
Title: PRESIDENT

By: 

Name: ROBERT G. VASQUEZ  
Title: SECRETARY

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Project Management and Coordination**

At the start of the Program, GRC Associates, Inc. ("GRC") will develop a work plan for the City that best achieves the goals of the program. GRC will administer the Program from its office in Downey on a daily basis; however, the Project Manager will be at City Hall on an as needed basis to meet with City staff. In addition, GRC will continue to monitor the Rehab Program phone line (if established) on a regular basis and immediately contact any callers to respond to questions or requests as necessary.

GRC proposes a meeting, in person or on conference call, with the assigned City staff once a month to evaluate the progress of the program and adjust the process, if necessary. Additionally, a monthly progress report will be submitted to the City that identifies new and existing applicants, as well as tasks completed during the month, percent completed and potential issues.

**Task 1: Grant Processing**

GRC will process the grant applications in a timely and efficient manner. After the application is submitted, GRC will contact the applicant and mail a letter listing the requested information such as credit account statements, employment and income verifications, bank statements, and proof of residency, most recent income tax return, property insurance policy, and priority repair items. GRC will set a meeting date to interview the applicant, collect the information and photograph the required repair(s). In addition, GRC will request a lead based paint inspection if the home was built prior to 1978, collect all the required environmental and abatement forms, and request property title-related documents. If necessary, a termite inspection will be procured. Once the package is completed, GRC will determine the applicant's eligibility under CDBG requirements. At times, certain grant applications will require "special needs" consideration, which may include improvements exceeding the grant limits to achieve basic health and safety or disability requirements. City to make final decision on special needs cases. Finally, GRC will submit a grant approval form with the applicant information package to the City grant approval committee.

**Task 2: Grant Documents**

GRC will prepare all grant documents; coordinate the execution and disposition of the documents pursuant to the City and CDBG regulations

**Task 3: Property Inspection/Work Write-Up**

GRC's Program Manager will conduct the initial inspection of the home with the applicant to identify any existing code violations and repairs or improvements requested by the applicant that are eligible through the Rehab Program. In addition, GRC will prepare the line-item cost

estimate of the proposed work. GRC will photograph all needed repairs and include them with the work write-up. These photos will be used for before-and-after documentation.

#### **Task 4: Bid Package**

If the grant is approved by City Staff, GRC will provide the homeowner with a list of licensed contractors that are in good standing with the City, State or the Federal government. All contractors must be licensed by the California State Contractors Licensing Board. The homeowner will select the contractor, if bid is reasonable.

#### **Task 5: Construction Management**

- GRC will manage all aspects of the construction phase of the Rehab Program including, but not limited to, the following tasks:
- Lead Based Paint abatement and clearance (if built prior to 1978);
- Transmittal of Contractor's Notice to Proceed;
- Construction progress inspection and final inspection – photos to be taken before and after construction;
- Grant disbursement, including retention amount and contractor lien releases; and,
- Conflict resolution regarding either homeowner/contractor disputes or program concerns. In rare cases, major disputes may arise between the homeowner and the contractor on work performed or not performed. In these cases, and only with the City's authorization, GRC will work with both the homeowner and contractor to find a solution. This may include developing a work plan, agreed upon by both parties, that identifies and addresses the problem.

#### **Task 6: Grant Portfolio Management**

The GRC team will manage the grant portfolio, and prepare monthly and year-end grant reports for the City. In addition, GRC will process incoming correspondence and requests with regard to the grants.

**EXHIBIT B**

**QUOTATION FOR SERVICE**

GRC Associates, Inc. shall be compensated based on a flat, not-to-exceed \$3,000 fee per grant (\$3,000 x 5 = \$15,000). Monthly invoices shall be submitted according to completed milestones per grant, as follows; application review (20% of total fee), work write-up (25%), contract bid selection (20%), grant approval (10%), owner and contractor signings (10%), final construction inspection and grant closeout/completed file (15%).

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 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. 11.D

**APPROVAL OF AGREEMENT BETWEEN YOUNG HE KIM AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS FOR THE RUBIDOUX CARWASH RETAIL CENTER LOCATED AT THE NORTHWEST CORNER OF RUBIDOUX BOULEVARD AND 30<sup>TH</sup> STREET**

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### **RECOMMENDATION**

1. That the City Council approve the agreement between Young He Kim and the City of Jurupa Valley for maintenance of parkways; and
2. Authorize the City Manager to execute the agreement in substantially the form and format attached and as approved by the City Attorney.

### **BACKGROUND**

Young He Kim is the owner of the property located at the northwest corner of Rubidoux Boulevard and 30<sup>th</sup> Street. The owner was granted a Site Development Permit (SDP18038) for the development of three commercial buildings and a carwash and received approval for subdivision of a portion of their property (TPM37517). As part of the development approval, the owner is required to improve the City parkway area in front of their property along Rubidoux Boulevard and 30<sup>th</sup> Street.

### **ANALYSIS**

As a condition of approval for this project, the Owner is required to improve the parkway fronting the property and be responsible for the maintenance of such. The maintenance cost of the parkway landscape was proposed to be covered by a special assessment collected annually from the owner by annexing the territory (project site) into Jurupa Valley L&LMD 89-1-C.

In compliance with the conditions of approval, the owner submitted an application to annex the territory, designated Zone R, and on May 21, 2020, it was presented to City Council for initiation of proceedings and Engineer's Report approval. A public hearing for the annexation was set for July 16, 2020.

The owner is now requesting to maintain the conditioned landscape improvements along with the existing landscaping in front of 2985 Rubidoux Boulevard gas station, also owned by Young He Kim.

The Owner is responsible for the improvement of the parkways pursuant to this Agreement and the conditions of approval of the Land Use Entitlements. The Owner will be responsible for maintenance of the landscaping, the irrigation system, and any related costs.

## **OTHER INFORMATION**

The City Attorney has approved the Agreement as to form.

Previous Actions:

- On May 21, 2020, the City Council initiated proceedings to annex Zone R into Jurupa Valley L&LMD 89-1-C.
- On July 16, 2020, the City Council continued Zone R annexation public hearing to August 6, 2020.
- On August 6, 2020, the City Council closed the public hearing for Zone R annexation and tabled the item.

## **FINANCIAL IMPACT**

There is no impact to the General Fund with approval of this agreement.

## **ALTERNATIVES**

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

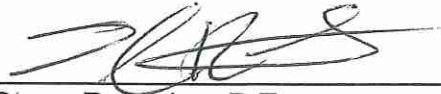
\*\*\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*\*\*

Prepared by:



Carolina Fernandez, E.I.T.  
Assistant Engineer

Reviewed by:



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

Reviewed by:



Connie Cardenas  
Director of Administrative Services

Reviewed by:



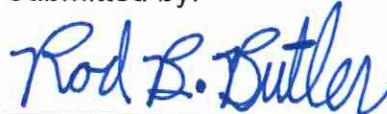
George A. Wentz  
Deputy City Manager

Approved as to form:



Peter Thorson  
City Attorney

Submitted by:



Rod Butler  
City Manager

**Attachments:**

- 1) Agreement for Landscaping and Maintenance of City Right of Way for Rubidoux Carwash Retail Center.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509

Attn: City Clerk

Space Above This Line for Recorder's Use  
(Exempt from Recording Fees per Gov't Code § 6103)

**AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS  
FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES**

**THIS AGREEMENT** is made and effective as of July 31, 2020, between the City of Jurupa Valley ("City") and Young He Kim ("Owner"), collectively the parties. in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** This Agreement is entered into for the following purposes and based on the following facts that the parties hereto agree to be true and correct:

A. Owner is the Owner and developer of that property that is described and depicted on Exhibit "A," attached hereto and incorporated herein by this reference as though set forth in full, and generally located at 5647, 5639 30<sup>th</sup> St, 2949, 2961 Rubidoux Blvd. Jurupa Valley, California ("Property").

B. Certain parkways belonging to the City within its rights of way are located contiguous to or within the Property and are depicted on Exhibit "B," attached hereto and incorporated herein by this reference as though set forth in full ("Parkways").

C. Owner has received the land use entitlements for the Property ("Land Use Entitlements"):

- 1) Parcel/Tentative Map No. 37539 APN 178-202-020, 021, and 024
- 2) Conditional Use Permit No.

3) Site Development Permit No. 18038

D. Owner desires to improve such Parkways as a method of enhancing the value of the property and as a means of complying with the conditions of approval that are part of the Land Use Entitlements.

E. The Owner and the CITY desire to establish an agreement respecting the permanent installation and maintenance of landscaping on such Parkways

2. **Duties of the Owner.** Owner shall improve the Parkways by landscaping the Parkways in a clean and attractive manner pursuant to this Agreement and the conditions of approval of the Land Use Entitlements.

A. Owner shall submit to the City Engineer a plan showing the proposed landscaping, irrigation systems and other parkway improvement that shall comply with the requirements of the Land Use Entitlements, Riverside County Ordinance No. 461, as adopted by the City, and City of Jurupa Valley's Standard Right of Way Landscaping Requirements, as they now exist or may hereafter be enacted or amended, which requirements are incorporated herein by this reference (the "Landscape Plan").

B. City Engineer shall approve the Landscape Plan in writing prior to commencement of any landscaping work in the Parkways.

C. During construction and installation and following the completion of the installation of the elements of the Landscape Plan, Owner shall maintain the Parkways in a clean and attractive condition and replace and damaged or dead vegetation in compliance with the Landscape Plan.

D. The Owner shall be solely responsible for the costs and expenses involved in the construction, installation and maintenance of the Landscape Plan with no cost or expense to the City. Owner shall obtain all required grading, building and other permits from City and other applicable public agencies.

E. Owner shall comply with all federal, State and local laws and ordinances with respect the work necessary to complete the improvements approved by the Landscaping Plan.

3. **Indemnification; Insurance.** Owner agrees to defend, indemnify and save the City, its elected officials, employees and authorized agents, officers, representative and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property, including reasonable attorney fees, happening or occurring as a proximate result of any work or maintenance undertaken pursuant to this Agreement, inducting any allegation that the landscaping or work caused, or contributed to causing, death or injury to person or property.

A. Owner shall notify the City within three (3) business days of any claim regarding personal injury or property damage on the Parkway.

B. Owner shall maintain liability insurance with general liability coverage of not less than two million dollars (\$2,000,000) naming the City, its elected officials, employees and authorized agents, officers, representative and employees, as additional insured. Owner shall provide City with a Certificate of Insurance each time the policy changes. City Manager may increase the insurance coverage every three (3) years from the date of this Agreement in such an amount as necessary to maintain reasonable and customary coverages for such insurance upon thirty (30) days prior written notice to the Owner.

4. **Relocation.** Within a reasonable period of time, as specified in writing by City Engineer, Owner shall remove and restore the Landscaping, at its own expense, following written notification by City that such relocation is necessary to make way for a proper governmental use or disposition of the Parkway, including but not limited to, change in grade, widening of roadway, median construction, utility construction, and similar changes in the right of way. Owner covenants that it shall cooperate with the City for the purpose of accommodating such construction.

5. **General.**

A. Amendments. Any amendments to this Agreement shall be made only by the written approval of both of the parties hereto.

B. California Law. It is the intention of the parties that the laws of the State of California govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

C. Covenants Binding on Successors in Interest. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto. These covenants, conditions, and restrictions shall run with the Property and shall be binding upon, and inure to the benefit of, the City, Parkway and adjacent and nearby City properties, and all portions thereof, and any interest therein, and shall be binding upon, and inure to the benefit of, all parties having or acquiring any right, title or interest in the Parkway or any portion thereof, and are imposed upon the Property and every part thereof as equitable servitudes in favor of each and every portion thereof.

D. Subordination. Owner warrants and represent to City that there are no persons who have a deed of trust or other lien on the Property, except for property taxes.

E. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right on the part of a third Party nor does it create any private right of action for any third Party nor permit any third Party to bring an action to enforce any of its terms.

F. Good Faith and Further Acts. In exercising their respective rights and performing their respective obligations, the Parties agree to exercise good faith and fair dealing toward one another so that the purposes of this Agreement can be achieved. The Parties will take such additional steps and sign such additional documents as may be reasonably necessary to achieve the purposes of this Agreement.

G. Authority. The persons signing below warrant and represent that they have the requisite authority to bind the entities on whose behalf they are signing.

H. Integrated Agreement. This agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, undertakings, restrictions, or warranties among the parties other than those set forth herein and herein provided for.

I. 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.

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

K. 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.

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

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

CITY OF JURUPA VALLEY

---

Rod B. Butler  
City Manager

ATTEST:

---

Victoria Wasko,  
City Clerk

APPROVED AS TO FORM:

---

Peter M. Thorson  
City Attorney

OWNER

Young He Kim

By: Young He Kim

Name:

Title:

owner YOUNG He Kim

By: \_\_\_\_\_

Name:

Title:

**[SIGNATURES OF TWO CORPORATE PRESIDENT AND SECRETARY OR  
CORPORATE RESOLUTION OF AUTHORITY IS REQUIRED]**

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

State of California )  
County of Los Angeles )

On July 31, 2020, before me, Sook Ran Park, Notary Public  
(insert name and title of the officer)

Notary Public, personally appeared Young He Kim,  
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

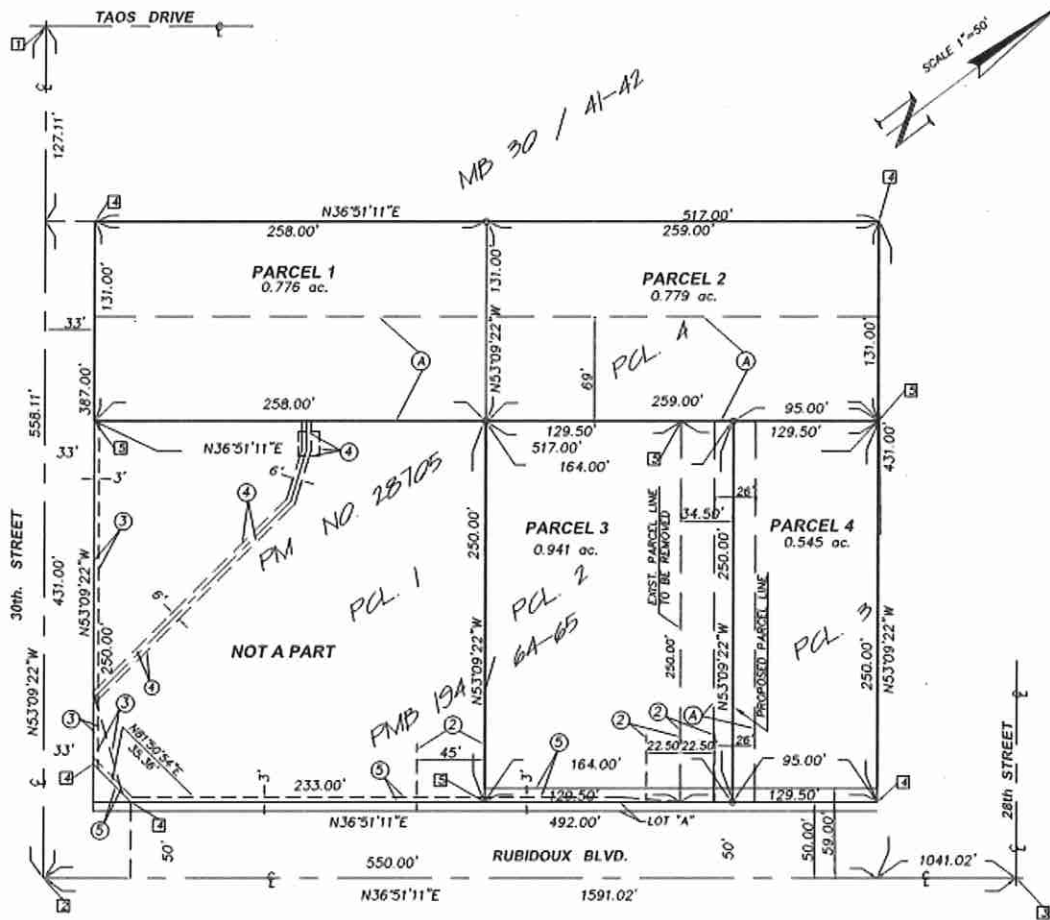
## DESCRIPTION OF PROPERTY

SCALE 1"=50'

# PARCEL MAP NO. 37539

SHEET 2 OF 2 SHEETS

IN THE CITY OF JURUPA VALLEY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



DOC # 2002-256903

05/15/2002 08:00A Fee:15.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk &amp; Recorder



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:  
YOUNG HE KIMCO/KIM'S ARCO AM/PM  
2985 RUBIDOUX BLVD  
RIVERSIDE, CA. 92509

A.P.N.: 178-251-008

Order

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	IMP	MISC	
	1		4			✓				
					6				✓	
A	R	L				COPY	LONG	REFUND	NONG	EXAM

## GRANT DEED

22

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$0.00

- ☒ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale,  
☒ unincorporated area; City of \_\_, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
 DOO YOUNG KANG and YOUNG HE KIM, husband and wife



hereby GRANT(S) to YOUNG HE KIM, an unmarried woman

the following described property in the  
 SEE ATTACHED EXHIBIT "A"

County of Riverside State of California;

"This conveyance is in dissolution of marriage by one spouse to the other, R &amp; T 11927".

DOO YOUNG KANG Young He Kim  
 Document Date: 11/27/01

2-8-02

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO )

On DEC 26, 2001 before me,

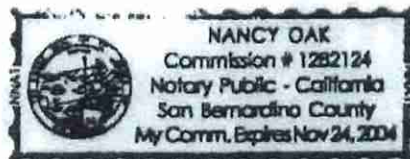
personally appeared Doo Young Kang, Nancy Oak

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Nancy Oak

This area for official notarial seal.



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino } ss.

On March 26, 02, before me, Felicitas Hidalgo (Notary Public)

personally appeared Young He Kim

personally known to me  
 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.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: Feb 8, 02 Number of Pages: 4

Signer(s) Other Than Named Above: NONE

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here



EXHIBIT "A"  
(LEGAL DESCRIPTION)

THAT PORTION OF LOT 4 IN BLOCK 25 OF WEST RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE(S) 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF RUBIDOUX BOULEVARD, (FORMERLY "B" STREET), 94.00 FEET WIDE AS IT NOW EXISTS WITH THE CENTER LINE OF 30TH STREET (FORMERLY FIRST STREET) 66.00 FEET WIDE AS IT NOW EXISTS;

THENCE NORTH 37° 32' 38" EAST, ALONG THE CENTER LINE OF SAID RUBIDOUX BOULEVARD, A DISTANCE OF 193.00 FEET;

THENCE SOUTH 52° 28' 43" EAST, PARALLEL WITH THE CENTER LINE OF SAID 30TH STREET, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID RUBIDOUX BOULEVARD BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 14, 1962 AS INSTRUMENT NO. 55570, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;

THENCE CONTINUING SOUTH 52° 28' 43" EAST, AND PARALLEL WITH THE CENTER LINE OF SAID 30TH STREET, A DISTANCE OF 125.00 FEET;

THENCE SOUTH 37° 32' 38" WEST, AND PARALLEL WITH THE CENTER LINE OF SAID RUBIDOUX BOULEVARD, A DISTANCE OF 152.14 FEET TO COURSE "C" AS SET OUT IN DEED TO STATE OF CALIFORNIA, RECORDED FEBRUARY 3, 1960 AS INSTRUMENT NO. 9278, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTHWESTERLY ALONG SAID COURSE "C" ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 120.00 FEET, THROUGH AN ANGLE OF 20° 49' 38", AN ARC LENGTH OF 43.62 FEET TO THE WESTERLY TERMINUS OF COURSE "C" BEING ON THE NORTHEASTERLY LINE OF SAID 30TH STREET (THE INITIAL RADIAL LINE BEARS SOUTH 16° 41' 39" WEST);

THENCE NORTH 52° 28' 43" WEST, ALONG THE NORTHEASTERLY LINE OF SAID 30TH STREET, A DISTANCE OF 57.29 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET, THROUGH AN ANGLE OF 90° 01' 21", AN ARC LENGTH OF 39.28 FEET;



THENCE NORTH 37° 32' 38" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE, A DISTANCE OF 134.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500.00 VERTICAL FEET FROM THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING, REMOVING, OR MARKETING SAID SUBSTANCES, HOWEVER, WITHOUT ANY RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, RESERVED BY GULF OIL CORPORATION, A PENNSYLVANIA CORPORATION IN DEED RECORDED FEBRUARY 13, 1980 AS INSTRUMENT NO. 29539, OFFICIAL RECORDS.

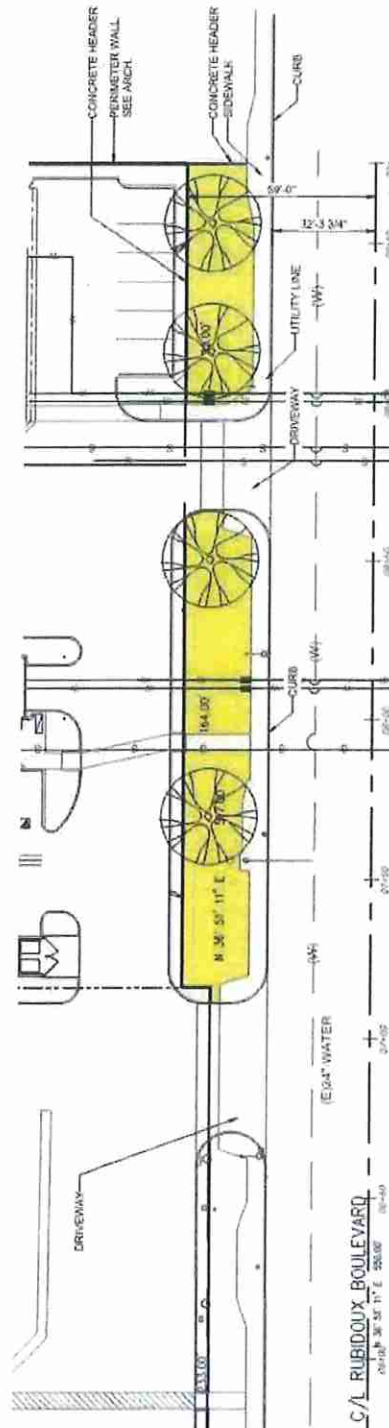
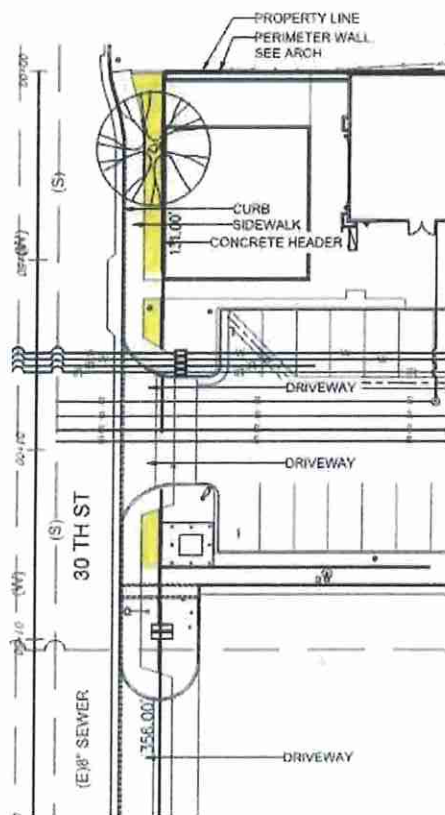


2002-256903  
05/15/2002 08:00  
4 of 4

## EXHIBIT B

### DESCRIPTION AND DEPICTION OF PARKWAYS

The maintenance area include the landscape parkway, sidewalk, trail improvements, monuments, and streetlights at the frontage of the property generally located at the corner of Rubidoux Blvd and 30th St. intersection in the City of Jurupa Valley.

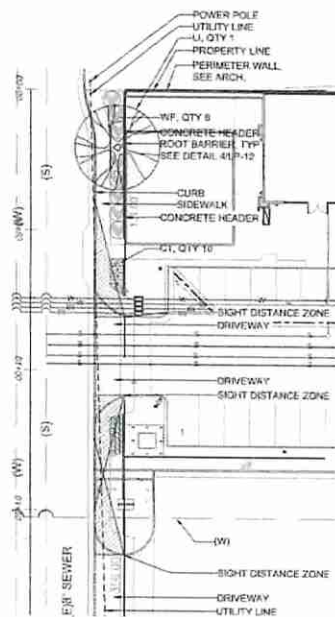


QTY.	TREES	ABB	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	PLANT FACTOR	WUCOLS CODE	NOTES/DETAIL REFERENCE
5		LI	LAGERSTROEMIA INDICA 'ACOMA'	ACOMA CRAPE MYRTLE	36" BOX	PER PLAN	5	4	SINGLE TRUNK, STANDARD SEE DETAIL P-0051.P-12
	SHRUBS/GRASSES								
41		HP	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	PER PLAN	2	4	SEE DETAILS P-0151.P-12 & P-0151.P-13
42		WF	WESTRINGIA FRUTICOSA	COAST ROSEMARY	5 GAL	PER PLAN	2	4	SEE DETAILS P-0151.P-12 & P-0151.P-13
53		RO	ROSMARINUS OFFICINALIS 'PHOENATEUS'	PROSTRATE ROSEMARY	5 GAL	PER PLAN	2	4	SEE DETAILS P-0151.P-12 & P-0151.P-13
456		CT	CAREX TURKJICOLA	FOOTHILL SEDGE	1 GAL	PER PLAN	2	4	SEE DETAIL P-0200.P-12

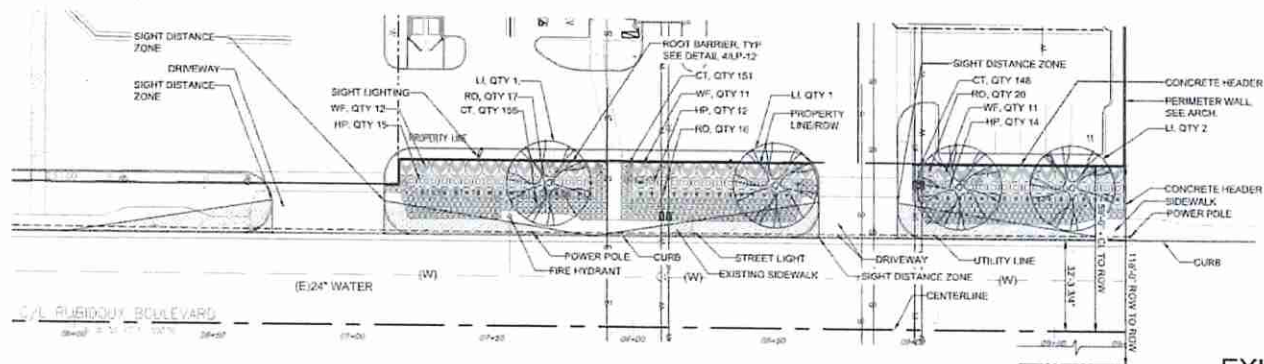
QUANTITY	ITEM	UNIT COST	COST
5	EACH 3/4" BOX TREES	\$ 1,000.00	\$ 5,000.00
486	EACH 1 GAL SHRUBS	\$ 5.00	\$ 2,436.00
136	EACH 5 GAL SHRUBS	\$ 18.00	\$ 2,448.00
4,843	SF SOIL PREPARATION	\$ 0.25	\$ 1,210.75
4,843	SF 90-DAY MAINTENANCE	\$ 0.12	\$ 581.16
4,843	SF 3-YEAR TERM MAINTENANCE	\$ 0.36	\$ 1,743.48
TOTAL PLANTING			\$ 9,899.39
3	EACH MAINLINE AIRVENT	\$ 20.00	\$ 20.00
9	EACH FLUSH VALVE	\$ 40.00	\$ 360.00
5	EACH QUICK COUPLER VALVE	\$ 250.00	\$ 1,250.00
5	EACH BALL VALVE, LINE SIZE	\$ 100.00	\$ 500.00
2	EACH REMOTE CONTROL VALVE	\$ 300.00	\$ 600.00
4	EACH REMOTE CONTROL VALVE, DRIP	\$ 180.00	\$ 720.00
750	LF CONTROL WIRE #15	\$ 0.50	\$ 380.00
614	EACH DRIP EMITTER	\$ 1.50	\$ 921.00
16	EACH BUBBLER HEAD	\$ 12.00	\$ 192.00
10	LF LATERAL PIPE, 1/2", SCH 40	\$ 2.00	\$ 20.00
25	LF SCH 40 MAINLINE	\$ 8.00	\$ 200.00
2,059	LF LATERAL PIPE, 3/4", SCH 40	\$ 1.80	\$ 3,706.20

TOTAL IRRIGATION	\$ 8,763.70
------------------	-------------

GRAND TOTAL	\$ 18,662.59
-------------	--------------

 $1^{\circ} = 20-0'$ 

2  
U-11

 $1^{\circ} = 20.4^{\circ}$ 

1  
LP-11



NOTE:  
WORK CONTAINED WITHIN THESE PLANS  
SHALL NOT COMMENCE UNTIL AN  
ENCROACHMENT PERMIT AND/OR A  
GRADING PERMIT HAS BEEN ISSUED

Is there another answer? Again, this calls a response to reality. The answer is that the only way to keep the system from becoming a self-fulfilling prophecy is to keep the system from becoming a self-fulfilling prophecy. The only way to keep the system from becoming a self-fulfilling prophecy is to keep the system from becoming a self-fulfilling prophecy.

[illegible]

PREPARED BY CHUCK BOWEN

YUNSOO KIM DESIGN  
3000 W 6TH STREET, SUITE 1  
LOS ANGELES, CA 90020  
PHONE (213) 220-8699

---

**YKD**  
Landscape Architecture  
Urban Design

## BENCHMARK

1000

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	56
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PM 175.39  
COW  
RUBBOUT  
47. 5639 30TH  
LA  
P

North

NTY OF RIVERSIDE  
K CAR WASH &  
ST. & 2049, 29  
NDSCAPE PLANS  
PLANTING PLAN

DOI: 10.1002/eqe

P. No.  
DE  
RETAIL  
61 RUBIDOUX BL  
1

[illegible]

LP-1

12 of 19

LOCATIONS OF PIPING AND EQUIPMENT ARE SHOWN DIAGRAMMATICALLY FOR CLARITY. LOCATE ALL PIPE AND EQUIPMENT WITHIN PLANTING AREAS, TYPICAL.

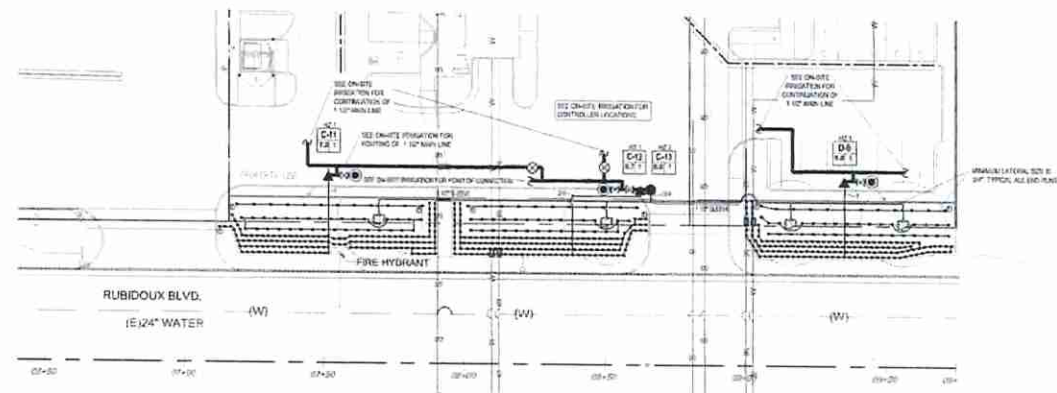
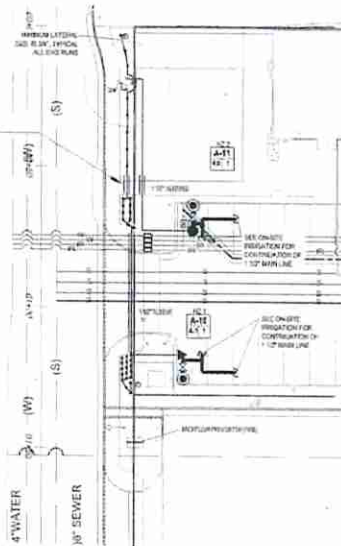


EXHIBIT B



NOTE:  
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN OBTAINED.

For your safety and the safety of the public, please do not start any work until you have received the necessary permits. The contractor is responsible for obtaining all necessary permits. The contractor is also responsible for ensuring that all work is done in accordance with the applicable codes and regulations.

DATE	BY	CHK	APP	DATE
2023				2023



PREPARED BY: CHUCK DOWNS  
YUNSOO KIM DESIGN  
3000 W 6TH STREET, SUITE 316  
LOS ANGELES, CA 90008  
PHONE: (213) 220-9609  
CERT NO. 5487, EXP. 09/2023



BENCHMARK:  
TPM 375.39  
COUNTY OF RIVERSIDE  
RUBIDOUX CAR WASH & RETAIL  
3647, 5639 20TH ST. & 2949, 2961 RUBIDOUX BLVD  
LANDSCAPE PLANS  
IRRIGATION PLAN

FOR: YOUNG KIM DESIGN	S.D.	CITY OF NO.
SCALE: 1" = 10'		
SHEET NO. 11-02		16 OF 19 SHEETS

## EXHIBIT C

### LENDER'S CONSENT AND SUBORDINATION TO AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES

1. \_\_\_\_\_ ("Lender") holds a security interest in a portion of the Property described in the attached "**AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES**" ("Agreement") set forth above between the City of Jurupa Valley ("City") and \_\_\_\_\_ ("Owner"), dated as of \_\_\_\_\_, 2019.

2. Lender acknowledges that the Agreement is an integral part of the Owner's land use entitlements for the Property and provides significant benefits to the Owner and to the Property.

3. In consideration of the rights and benefits conferred upon the Owner by the terms of the Agreement and in recognition of the accrual of those benefits to the Lender in the event Lender takes possession of the Property, Lender hereby consents to the Agreement, its recordation and further agrees that Lender's interests in the Property are subject to, and made subordinate to, the rights and interests of the City as set forth in the Agreement.

4. The City agrees to provide notice of any default to Lender pursuant to Section 10 of the Agreement at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The individuals who have signed this document on behalf of Lender have the legal power, right, and authority approve this Consent and bind the Lender.

**IN WITNESS WHEREOF** the Lender has executed this Consent and Subordination as of \_\_\_\_\_, 2019.

**[Name of Lender]:**

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

Title:

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

Title:

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)

Notary Public, 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)

Notary Public, 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)

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 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. 11.E

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EPIC LAND SOLUTIONS, INC. FOR RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES FOR THE VAN BUREN BOULEVARD WIDENING, SANTA ANA RIVER TO LIMONITE PROJECT, CIP PROJECT NO. 17-B.1**

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### **RECOMMENDATION**

1. That the City Council approve the “First Amendment to Professional Consultant Services” between the City of Jurupa Valley and Epic Land Solutions, Inc. and authorize the City Manager to execute the Amendment in substantially the form attached and in such final form as approved by the City Attorney.

### **BACKGROUND**

At its meeting of March 21, 2019, the City Council approved an agreement with Epic Land Solutions, Inc. (Epic) to perform right-of-way appraisal and acquisition services for the proposed Van Buren Boulevard Widening, Limonite to Santa Ana River Project. Since the agreement was authorized, Epic has been working on the right-of-way aspects of the project. At the same time the draft environmental document, Initial Study/Mitigated Negative Declaration (IS/MND), for the project has also been completed. The Draft IS/MND has identified a sound wall to be placed along all residential properties along the project. Epic’s initial scope of work only covered eight (8) of the twenty (20) properties that will receive a sound wall.

### **ANALYSIS**

All properties identified to receive a sound wall will require a temporary construction easement (TCE) to build the wall along the property line. The sound wall will be placed along twelve (12) additional properties with eleven (11) different property owners that

were not identified in Epic's initial scope of work. These properties were not identified in the scope of work initially due to them not being impacted by construction prior to a sound wall being required.

Staff has been satisfied with the services of Epic and wishes to expand the scope of work and the date of the agreement in order to complete the acquisition services for the project.

## **OTHER INFORMATION**

Previous Actions:

- March 21, 2019 the City Council approved an agreement with Epic Land Solutions, Inc. for right-of-way appraisal and acquisition services

## **FINANCIAL IMPACT**

A not-to-exceed fee proposal of \$67,975 was negotiated with Epic Land Solutions, Inc. for the additional scope of work tasks. The initial agreement was for an amount not-to-exceed \$42,885. Amendment number one will bring the total agreement to \$110,860.

The FY 2020-2021 CIP has sufficient budget for award of this contract with the funds coming from the Transportation Uniform Mitigation Fee (TUMF).

No General Funds monies are required to fulfill the obligation of this amendment.

## **ALTERNATIVES**


1. Do not approve Amendment No. 1
2. Provide alternate direction to Staff

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

Prepared by:

  
Chase Keys, P.E.  
CIP Manager

Reviewed by:

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

Reviewed by:

  
Connie Cardenas  
Administrative Services Director

Reviewed by:

  
George A. Wentz  
Deputy City Manager

Approved as to form:

  
Peter M. Thorson  
City Attorney

Submitted by:

  
Rod Butler  
City Manager

**Attachments:**

1. First Amendment to the Agreement for Professional Services between the City of Jurupa Valley and Epic Land Solutions, Inc.

## **ATTACHMENT 1**

First Amendment to the Agreement for Professional Services between the City of  
Jurupa Valley and Epic Land Solutions, Inc.

**FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES  
AGREEMENT BETWEEN EPIC LAND SOLUTIONS, INC. AND THE  
CITY OF JURUPA VALLEY FOR RIGHT-OF-WAY APPRAISAL AND  
ACQUISITION SERVICES FOR THE VAN BUREN BOULEVARD  
WIDENING, LIMONITE TO SANTA ANA RIVER PROJECT**

**This First Amendment** is made and effective as of August 20, 2020 between the City of Jurupa Valley, a municipal corporation ("City") and Epic Land Solutions, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:
  - 1.1 On March 21, 2019, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Jurupa Valley and Epic Land Solutions, Inc. for right-of-way appraisal and acquisition services for the Van Buren Boulevard Widening, Limonite to Santa Ana River Project in the City of Jurupa Valley" ("Agreement").
  - 1.2 The parties now desire to amend the Agreement as set forth in this Amendment.
2. Section 1, Term, of the Agreement is hereby amended to read as follows:

**"1. Term**

This Agreement shall commence on March 21, 2019, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of the Agreement."

3. Section 4, Payment, of the Agreement is hereby amended to read as follows:

**"4. Payment**

The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred ten thousand eight hundred sixty dollars (\$110,860.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement."

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**EPIC LAND SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: .

Title:

By: \_\_\_\_\_

Name: .

Title:

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

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

\_\_\_\_\_  
Rod Butler City Manager  
City of Jurupa Valley, California

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A-1**

**ADDITIONAL SCOPE AND FEE**



[illegible]

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** STEVE SWARTHOUT, DEPUTY FIRE MARSHAL

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

**RESOLUTION APPROVING THE COMPLIANCE REPORT THAT  
REQUIRES ANNUAL INSPECTION OF CERTAIN OCCUPANCIES  
PURSUANT TO SECTION 13146.2 AND 13146.3 OF THE CALIFORNIA  
HEALTH AND SAFETY CODE**

---

## **RECOMMENDATION**

- 1) That the City Council adopt Resolution No. 2020-72, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY,  
CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE  
FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING  
COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN  
OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE  
CALIFORNIA HEALTH AND SAFETY CODE**

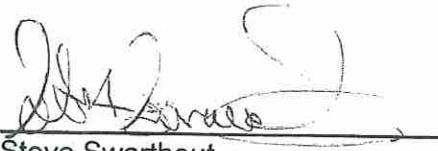
## **BACKGROUND**

In 2018, California Health and Safety Code Section 13146.4 was added and became effective January 1, 2019. Section 13146.4 requires all fire departments that provide fire protection services, to report annually to their administering authority on their compliance with Health and Safety Code Sections 13146.2 and 13146.3. Sections 13146.2 and 13146.3 require annual inspections of every building used as a public or private school, hotel, motel, lodging house, apartment house and certain residential care facilities for compliance with building standards.

## **FINANCIAL IMPACT**

There is no fiscal impact associated with adoption of this resolution and schedule.

Prepared by:



Steve Swarthout  
Deputy Fire Marshal

Reviewed by:



Connie Cardenas  
Director of Administrative Services

Reviewed by:



Peter M. Thorson  
City Attorney

Submitted by:



Rod B. Butler  
City Manager

**Attachments:**

1. Resolution for compliance with California Health and Safety Code 13146.4
2. California Health and Safety Code Section 13146.2 to Section 13146.4

## **RESOLUTION NO. 2020-72**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

**WHEREAS**, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

**WHEREAS**, California Health & Safety Code Section 13146.4 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

**WHEREAS**, California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

**WHEREAS**, the City Council of the City of Jurupa Valley intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Jurupa Valley, California: expressly acknowledges the measure of compliance of the Riverside County Fire Department with Health and Safety Code sections 13146.2 and 13146.3 in the City of Jurupa Valley for the time period July 1, 2019 to June 30, 2020, as follows:

**Section 1.** Educational Group E occupancies, for the purposes of this Resolution, are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group E occupancies, buildings, structures and/or facilities in the City of Jurupa Valley.

**Section 2.** Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also

be non-ambulatory or bedridden. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group R occupancies, buildings, structures and/or facilities in the City of Jurupa Valley.

**Section 3.** 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 20th day of August 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. 2020-72 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20<sup>th</sup> day of August 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 20th day of August 2020.

---

Victoria Wasko, City Clerk  
City of Jurupa Valley

## Senate Bill No. 1205

### CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with  
Secretary of State September 27, 2018.]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

*The people of the State of California do enact as follows:*

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

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

**PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE S) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; NORTHWEST CORNER OF PATS RANCH ROAD AND 68TH STREET (VERNOLA MARKETPLACE APARTMENT COMMUNITY).**

---

## **RECOMMENDATION**

- 1) That the City Council adopt Resolution No. 2020-73, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ORDERING THE ANNEXATION OF TERRITORY (ZONE S); LOCATED AT THE NORTHWEST CORNER OF PATS RANCH ROAD AND 68TH STREET TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-22 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION**

## **BACKGROUND**

The Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIII D of the California Constitution (“Proposition 218”), requires the City Council conduct proceedings to annex territory into

an assessment district formed under the Act and to levy assessments within such territory.

In connection with the City's incorporation in 2011, the Local Agency Formation Commission of Riverside County (LAFCO) adopted its Resolution No. 12-10 on July 22, 2010, to establish the Terms and Conditions of Incorporation, which require that the authority and responsibility for special assessment districts within the incorporated City associated with any County Landscape Maintenance District be transferred to the City upon its incorporation.

By its Resolution No. 11-26, adopted on July 1, 2011, the City Council assumed all authority and responsibility for the special assessment districts within the incorporated City associated with any County Landscape Maintenance District and specifically assumed responsibility for any and all special assessments levied in connection with such districts.

The County's Landscape and Lighting Maintenance District No. 89-1-Consolidated (the "County District"), established pursuant to the provisions of the Act includes various territories located both within the incorporated boundaries of the City (the "City Territory") and outside the incorporated boundaries of the City (the "County Territory"). Pursuant to its Resolution No. 2016-01 adopted on February 4, 2016, the City declared that the City Territory is a district under the 1972 Act, which is separate and distinct from the County Territory, and designated such territory as the "Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated."

At its July 2, 2020 meeting, the City Council adopted Resolution No. 2020-49 initiating proceedings for the annexation of territory to the Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (the "District") as Zone S and the levy and collection of assessments within such territory. Zone S includes three assessable parcels, generally located at the northwest corner of Pats Ranch Road and 68<sup>th</sup> Street.

Further, the City Council adopted Resolution No. 2020-51 declaring its intention to annex territory to the District and to levy and collect assessments within such territory for fiscal year 2021-2022. Resolution No. 2020-51 set August 20, 2020 as the public hearing date for protests to the levy of annual assessments and the annexation.

Subsequent to the July 2, 2020 meeting and in accordance with the Act and Proposition 218, notice was mailed to the owners of the properties within the territory to be annexed, along with an assessment ballot for such owners to indicate support for, or opposition to, the proposed annexation. The notice indicated the amount of the proposed assessment for their respective parcels and the date, time and place of the public hearing.

## **ANALYSIS**

It is proposed to include the additional parcels within the boundaries of the District and to levy assessments within such territory for fiscal year 2021-22. Such territory is shown on a map on file in the office of the City Clerk and is open to public inspection.

At the public hearing, the City Council must hear and consider all oral and written statements, protests, objections or other communications made or filed with respect to the annexation of territory to the District and the levy and collection of annual assessments within such territory.

The assessment ballots must be tabulated at the public hearing. A majority protest exists if ballots submitted in opposition to the assessment and annexation exceed the ballots submitted in favor of the assessment and annexation. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property. In the absence of a majority protest, the City Council may adopt a resolution ordering the annexation and levy and collection of assessments within the territory.

## **OTHER INFORMATION**

- City Council initiated proceedings for the annexation on July 2, 2020.

## **FINANCIAL IMPACT**

The property owners are responsible for the annual payments of the special assessment. The City will file the special assessment with the County Auditor-Controller for collection via the annual property tax bills. The property owners have posted a deposit with their application to form Zone S, in order to cover City costs incurred in connection with the annexation. Approval of this resolution does not in any way commit the City to any financial contribution or liability for the Zone S. The City's cost to administer Zone S annually will be reimbursed through the special assessment charged to property owners. The fiscal year 2021-2022 (base year) maximum assessment for landscape maintenance and street lighting for each parcel is \$1,700.00 and is subject to escalation beginning in FY 2022-2023 to account for reasonable increase cost for maintenance and inflation.

The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the services provided in Zone S. 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.

## **CONCLUSION**

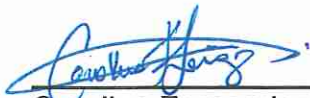
It is recommended that the City Council adopt the resolution ordering annexation of territory to the District and the levy and collect assessments within such territory for fiscal year 2021-2022.

## ALTERNATIVES

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

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

Prepared by:



Carolina Fernandez, E.I.T.  
Assistant Engineer

Reviewed by:



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

Reviewed by:



Connie Cardenas  
Director of Administrative Services

Reviewed by:



George A. Wentz  
Deputy City Manager

Approved as to Form:



Peter M. Thorson  
City Attorney

Submitted by:



Rod B. Butler  
City Manager

**Attachments:**

1. Resolution No. 2020-73; Ordering Annexation
2. Engineer's Report

## **RESOLUTION NO. 2020-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY (ZONE S); LOCATED AT THE NORTHWEST CORNER OF PATS RANCH ROAD AND 68<sup>TH</sup> STREET, TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION**

**THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

**Section 1.** Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), the City Council of the City of Jurupa Valley initiated proceedings for the annexation of territory to City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") and the levy and collection of assessments within such territory for the 2021-2022 fiscal year and caused to be prepared a written report (the "Engineer's Report") in accordance with the Act and Article XIII D of the California Constitution.

**Section 2.** Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report, the annexation of territory to the District, and the levy and collection of the proposed assessment within such territory for fiscal year 2021-2022. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral and written statements, protests and communications made or filed by interested persons and tabulated all ballots. The City Council hereby finds that a majority protest does not exist as defined in Section 4(e) of Article XIII D of the California Constitution. All protests and objections to the annexation of territory to the District and the levy and collection of the proposed assessment against lots or parcels of property within the annexed territory for fiscal year 2021-2022 are hereby overruled by the City Council.

**Section 3.** The City Council hereby orders the annexation of territory, which is described as Assessor's Parcel Numbers 152-020-021, 152-020-022, and 152-020-012 to the District. The District will continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1- Consolidated.

**Section 4.** Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) the land within the annexed

territory will be benefited by the improvements as described in such Engineer's Report, (ii) the annexed territory includes all of the lands so benefited , (iii) the net amount to be assessed upon the lands within the annexed territory for the 2021-2022 fiscal year, in accordance with the Engineer's Report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) only special benefits are assessed and no assessment is imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

**Section 5.** The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation within the Pats Ranch Road raised landscaped median; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of water irrigation, drainage or electrical facilities; the operation and maintenance cost of streetlights; and the maintenance and/or servicing of any of the foregoing.

**Section 6.** Lots or parcels of land within the annexed territory that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

**Section 7.** The City Council hereby confirms the diagram and assessment, with respect to the annexed parcels, as originally proposed in the Engineer's Report.

**Section 8.** The assessment is in compliance with the provisions of the Act and Article XIID of the California Constitution.

**Section 9.** The assessment is levied without regard to property valuation.

**Section 10.** The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 5 above for the fiscal year commencing on July 1, 2021 and ending on June 30, 2022.

**Section 11.** The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

**Section 12.** The improvements shall be performed pursuant to law.

**Section 13.** The County Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County

taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Administrative Services Director.

**Section 14.** The Administrative Director shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as "City of Jurupa Valley L&LMD 89-I -C Zone S," and such moneys shall be expended only for the improvements described in Section 5 above.

**Section 15.** The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

**Section 16.** A certified copy of the diagram and assessment shall be filed in the office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 20th day of August 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. 2020-73 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of August 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 20th day of August 2020 .

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

# CITY OF JURUPA VALLEY



## ENGINEER'S REPORT FOR CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

### ZONE S

### Vernola Marketplace Apartment Community

JULY 2020

Prepared By:



HR Green Pacific  
1260 Corona Pointe Court, Suite 305  
855.900.4742

[www.hrgreen.com](http://www.hrgreen.com)

8930 Limonite Avenue | Jurupa Valley, CA 92509

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**AGENCY: CITY OF JURUPA VALLEY**  
**SUBJECT: ANNEXATION OF RUBIDOUX CARWASH TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO.89-1-CONSOLIDATED ("CITY OF JURUPA VALLEY L&LMD NO.89-1-C") AS ZONE S**  
**TO: CITY OF JURUPA VALLEY CITY COUNCIL**

Pursuant to the direction from the City Council of the City of Jurupa Valley ("City Council"), California, this Engineer's Report ("Report") is prepared and hereby submitted for the City of Jurupa Valley ("City") in compliance with the provisions of Section 22565 through 22574 of the Landscaping and Lighting Act of 1972 ("1972 Act"), said Act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, Section 4 of Article XIII D of the California Constitution.

This Report provides for the annexation of a portion of Rubidoux Carwash to City of Jurupa Valley L&LMD No. 89-1-C as Zone S and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2021 to June 30, 2022 (2021-2022) and continuing in all subsequent Fiscal Years, for this area to be known and designated as:

**CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S**

**Vernola Marketplace Apartment Community**

I do hereby assess and apportion the total amount of the costs and expenses upon several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed ENGINEER, acting on behalf of the City of Jurupa Valley, pursuant to the 1972 Act, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The separate numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map and Assessment Roll, correspond with the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the County Assessor Roll for a description of the lots or parcels.

As of the date of this Report, there are no parcels or lots within Zone S that are owned by a federal, state or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

July 2, 2020.



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Steve Loriso, R.C.E. 64701

## EXECUTIVE SUMMARY

### INTRODUCTION

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 2<sup>nd</sup> day of July, 2020 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of a portion of Rubidoux Carwash to L&LMD No. 89-1-C as Zone S did, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 2020-49 for a special assessment district zone known and designated as:

#### **ZONE S**

##### **VERNOLA MARKETPLACE APARTMENT COMMUNITY**

The annexation of Zone S fronts the parcels of land within the residential development known as Vernola Marketplace Apartment Community. As of the date of this report, the zone is along three assessable parcels; also identified by the Assessor Parcel Number(s) 152-020-021, 152-020-022, and 152-020-012. As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The following report presents the engineering analysis for the annexation of Zone S and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2021-2022 and all subsequent fiscal years.

### DEFINITIONS

Agency –	Means the local government, City of Jurupa Valley.
Capital cost –	Means the cost of acquisition, installation, construction, reconstruction, or replacement of a permanent public improvement by the Agency.
District –	Means an area determined by the Agency to contain all parcels which will receive a special benefit from a proposed public improvement of property-related service.
Maintenance and operation expenses -	Means the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care, and supervision necessary to properly operate and maintain a permanent public improvement.

Ad Valorem Reduction – The corresponding general benefit value of the improvements.

Special benefit – Means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

## **PART I – BOUNDARIES OF THE DISTRICT**

### **LOCATION OF THE ASSESSMENT ZONE**

Zone S shall consist of a benefit zone fronting the properties within the residential development known as Vernola Marketplace Apartment Community. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report.

Zone S is generally located at the northwest corner of Pats Ranch Road and 68<sup>th</sup> Street intersection, between Limonite Avenue and Bellegrave Avenue, in the City of Jurupa Valley, in the County of Riverside, State of California. At the time of this assessment, the assessment zone includes 3 assessable parcels and zero non-assessable parcels. Zone S is along all lots/units, parcels, and subdivisions of land located in the following development area:

**Vernola Marketplace Apartment Community – Assessor Parcel Numbers as of date of this Report:**  
**152-020-021, 152-020-022, 152-020-012**

## **PART II – PLANS AND SPECIFICATIONS FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S**

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone S include the landscape and irrigation improvements for the raised landscaped median on Pats Ranch Road along the frontage of the residential development designated as Vernola Marketplace Apartment Community as well as two streetlights servicing the community. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on:

- a. Level of Service
- b. Improvement Types
- c. Proximity to Improvement
- d. Levels of Special Benefit from Zone (on Public versus Private)

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, dedicated easements for landscape use, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than by assessed value.

It was determined that the improvements identified by this report will directly benefit the parcels to be assessed within Zone S. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape improvements within the existing district as well as provide for annual maintenance of those improvements and the assessment revenues generated by the Zone will be used solely for such purpose.

### **LANDSCAPING IMPROVEMENTS**

The assessment will provide for landscaping servicing and maintenance on public right-of-way and as approved by the City during the Site Development (SDP31416) approval. The following apply:

1. Servicing: the furnishing of water for the irrigation of any landscaping or the maintenance of any other improvements.
2. Maintenance: the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including the repair, removal, or replacement of all of part of landscape improvements. Maintenance shall also include tree trimming for the trees identified on the approved L&LMD Landscape Plans for Zone S.

The benefits associated with landscaping improvements include:

1. Enhanced environmental quality of the parcels through improved erosion resistance, dust and debris control, and fire protection.
2. Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surrounding and amenities.

3. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuation noise.

## **STREET LIGHTING IMPROVEMENTS**

The assessment will provide for the operating energy cost of the street lights servicing the Vernola Marketplace Apartment Community as shown in the Street Lighting Improvement Plans prepared for this development (IP19-006) development and approved by the City Engineer.

The benefits associated with streetlight improvements include:

1. Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvements or property.
2. Improved visibility to assist police in the protection of property.
3. Improved visibility for egress from and ingress to the property.

There are two (2) streetlights considered for this assessment that are requirements for the development of the new community.

## **PART III – FINANCIAL ANALYSIS**

### **INTRODUCTION**

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the Zone to fairly apportion the costs based on the estimated benefit to each parcel.

The landscaping and streetlight improvements within Zone S provide direct and special benefit to the lots or parcels within the Zone. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Because all benefiting properties consist of a uniform land use, it is determined that all residential parcels benefit equally from the improvements and the costs and expenses for the maintenance and servicing of landscaping and streetlight are apportioned on a per parcel basis.

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the Zone and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the landscaping and streetlights, if any, associated with general benefits will not be assessed to the parcels in the Zone, but will be paid from other City of Jurupa Valley funds.

No property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because the benefiting properties consist of a uniform land use (residential), it is determined that each of the parcels within the Zone benefit equally from the improvements. Therefore, the proportionate share of the costs and expenses for the provisions of landscaping and streetlights, as well as costs and expenses for the maintenance of the landscaping and streetlights are apportioned equally on a per parcel basis.

### **MAXIMUM ASSESSMENT METHODOLOGY**

The following methodology was adopted by City Council in Resolution No. 2016-01 dated February 4, 2016. Such methodology has been maintained in preparation of this Report. The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the Zone S costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone S, the initial Maximum Assessment(s) for Fiscal Year 2021-2022 are as follows:

1. The initial Total Maximum Assessment established within Zone S (Vernola Marketplace Apartment Community) shall be \$5,000.00.
2. The initial Maximum Assessment per assessable parcel established within Zone S (Vernola Marketplace Apartment Community) is anticipated to be \$1,700.00.

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2021-2022. The initial Maximum Assessment shall be adjusted by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U Index published by the Bureau of Labor Statistics of the United States Department of Labor.

The Maximum Assessment is adjusted annually and is calculated independent of Zone S's annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual Zone S assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone S assessments. The Maximum Assessment calculated each year does not require or facilitate an increase of the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increase assessment, the City of Jurupa Valley must comply with the provisions of the California Constitution Article XIII D Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owner through the balloting process must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for Zone S. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone S.

## **COST ESTIMATE**

The Ad Valorem reduction is the corresponding general benefit value of the improvements, and it is determined by identifying the general public benefit from the installation and upkeep of the improvements identified on this report. All proposed landscape, water quality improvements, and irrigation improvements contained within this report are located directly in front of the assessed zone and the construction and installation of the improvements were only necessary for the development of properties within the Zone. Therefore, it was determined that any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside the one or to the public at large. The Ad Valorem reduction for this assessment is zero.

The proposed lighting improvements contained within this report are located directly in front of the assessed zone and the construction and installation of the improvements were necessary for the development of properties within the Zone.

The Assessment for each assessable parcel within Zone S is calculated by dividing the total Annual Balance to Levy minus the Ad Valorem Reduction by the total number of assessable subdivided parcels within Zone S to determine the Annual Assessment per assessable parcel.

$$\frac{\text{Annual Balance to Levy} - \text{Ad Valorem Reduction}}{\text{Total number of assessable parcels}} = \text{Annual Assessment per assessable parcel}$$

The Annual Balance to Levy is the Total Annual Landscaping Costs plus the Total Annual Streetlight Costs as seen in the following summary table:

**CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S**

**VERNOLA MARKETPLACE APARTMENT COMMUNITY**

**FY 2021-2022**

**Total Assessable Parcels: 3**

Cost Description	Total Cost for Zone S	Cost per Parcel for Zone S
<b><u>Street Lighting:</u></b>		
Annual Energy Charge of \$126 per street light for 2 Street Lights	\$252.00	\$84.00
– 82 Watt LED :		
Administration :	\$22.00	\$8.00
Operating Reserve :	\$25.00	\$8.00
<b>TOTAL ANNUAL STREET LIGHTING ASSESSMENT :</b>	<b>\$299.00</b>	<b>\$100.00</b>
<b><u>Landscaping:</u></b>		
Annual Landscaping Maintenance:	\$2,765.00	\$922.00
Mulch:	\$288.00	\$96.00
Tree Trimming:	\$225.00	\$75.00
Water Meter:	\$59.00	\$20.00
Electricity:	\$300.00	\$100.00
Calsense Single:	\$250.00	\$83.00
Backflow Certificate:	\$50.00	\$17.00
Total Landscaping Maintenance Costs:	\$3,937.00	\$1,313.00
Administration:	\$335.00	\$112.00
Operating Reserve:	\$394.00	\$131.00
<b>TOTAL ANNUAL LANDSCAPING COSTS:</b>	<b>\$4,700.00*</b>	<b>\$1,600.00*</b>
<b>TOTAL ANNUAL STREET LIGHTING AND LANDSCAPING ASSESSMENT:</b>	<b>\$5,000.00*</b>	<b>\$1,700.00*</b>
<b>INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE LOT/UNIT OR PARCEL :</b>		<b>\$1,700.00</b>


\*Rounded to the nearest hundred.

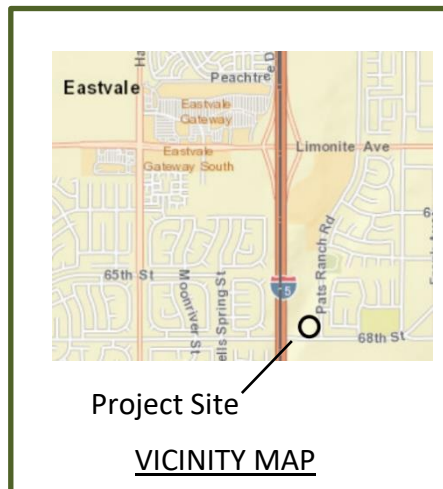
## **PART IV – ASSESSMENT DIAGRAM**

(See next page)

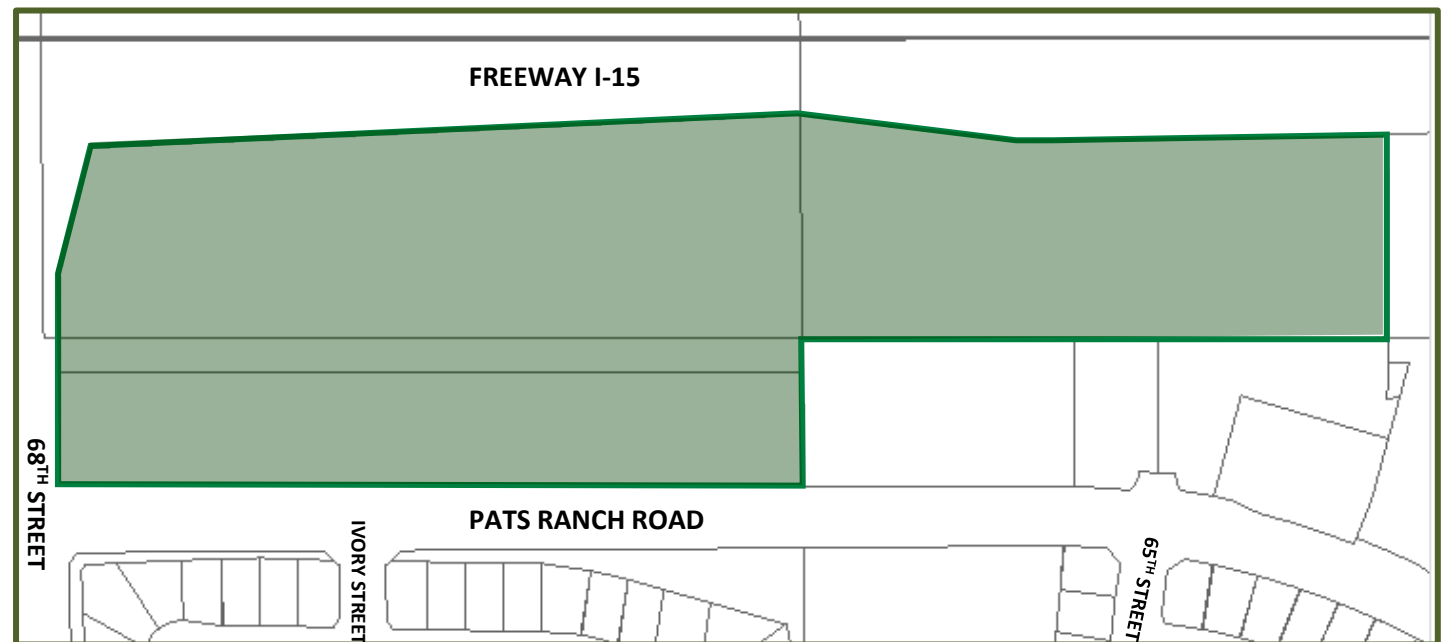
ASSEMENT DIAGRAM/ BOUNDARY MAP  
CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING  
MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED  
ZONE S

CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
POR SO ½ SEC.30, T.2S, R.6W

 Subzone Boundary



For details concerning the lines and dimensions of the applicable Assessor's Parcel numbers, refer to the County Assessor's Map as of the date of the Report.



ASSESSOR'S PARCEL NUMBER AS  
OF DATE OF ENGINEER'S REPORT

152-020-021  
152-020-022  
152-020-012



## PART V – ASSESSMENT ROLLS

Parcel identification for each parcel within Zone S shall be the parcels as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor’s Parcel Maps. Zone S includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 152-020-021, 152-020-022, 152-020-012.

The initial Maximum Assessment shall be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U for All Items Index published by the BLS.

When subdivided, the initial Maximum Assessments per assessable parcel for Zone S are as follows:

Parcel No.	Maximum Assessment
152-020-021	\$1,700.00
152-020-022	\$1,700.00
152-020-012	\$1,700.00

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** THOMAS G. MERRELL, AICP, PLANNING DIRECTOR

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

### **CLARIFICATION OF LANGUAGE PERTAINING TO VEHICLE MILES TRAVELED AND TRAFFIC IMPACT ANALYSIS METHODOLOGY FOR THE JURUPA VALLEY ENVIRONMENTAL REVIEW GUIDELINES**

#### **RECOMMENDATION**

1. That the City Council approve proposed clarifying language pertaining to Vehicle Miles Traveled and Traffic Impact Analysis Methodology for the Jurupa Valley Environmental Review Guidelines; and
2. That the City Council adopt Resolution No. 2020-74, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AND ADOPTING REVISIONS TO JURUPA VALLEY ENVIRONMENTAL REVIEW GUIDELINES PERTAINING TO VEHICLE MILES TRAVELED AND TRAFFIC IMPACT ANALYSIS METHODOLOGY AND MAKING A FINDING OF EXEMPTION UNDER CEQA**

#### **BACKGROUND**

On June 4, 2020, the City Council adopted Resolution No. 2020-40, adopting the Jurupa Valley Environmental Review Guidelines which identified a CEQA significance threshold for Vehicles Miles Traveled (VMT) to comply with Senate Bill 743 (SB743). Since then, the City's Engineering Department and the City's California Environmental Quality Act (CEQA) Administrator have identified the need to clarify certain provisions of the VMT threshold after issues were raised while applying the new threshold to several development proposals currently in the entitlement process.

## **ANALYSIS**

To implement SB 743, the City was required to determine appropriate VMT methodologies, thresholds, and feasible mitigation measures. WRCOG chose to lead this effort to help reduce the SB 743 implementation costs that would have otherwise been incurred by individual agencies such as the City of Jurupa Valley.

WRCOG recommended several options for member cities to choose from. The City chose a threshold based on the VMT per Service Population metric. This metric is calculated by dividing the total residential population and employment population of the City by the total annual miles of vehicle traveled.

After applying the Service Population metric to two proposed projects, the VMT resulted in Jurupa Valley having one of the highest average baseline trip lengths in Western Riverside County which caused excessive and incorrect measurements of the impacts resulting in significant impacts when none should have been produced. This is in part because of the rural/suburban land use context of the City and the lower availability of transit options that are typically only found in large-city, central business districts and in areas with surrounding high-quality passenger rail service stations.

It became apparent that clarification would be required to tailor the methodology to address the unique land use attributes of Jurupa Valley and to not burden projects with having to do unnecessary EIRs. Specific textual changes to page 34 of the Environmental Review Guidelines are attached as Attachment 2.

Rather than using a generalized Service Population metric, the proposed clarification is intended to further refine Service Population by identifying subsets as follows:

- VMT per capita (residential)
- VMT per employee( office and industrial)
- Total City VMT (commercial and all other uses).

This will provide a more focused analysis and is consistent with the State Office of Planning and Research and SB 734. It is important to note that the proposed language modifications do not change the threshold of significance (no increase over the City's baseline VMT) and the City will continue to use VMT as the CEQA methodology for determining significant transportation impacts. The changes are intended to only provide a more focused and accurate analysis of VMT changes and impacts.

## **FINANCIAL IMPACT**

There is no fiscal impact.

## ALTERNATIVE

1. Elect not to approve the clarifying language which staff does not recommend since it is desirable to offer developers/applicants/traffic engineers clear direction for conducting traffic analysis.

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 Thorson  
City Attorney

### Attachments:

1. Resolution 2020-74
2. Proposed revisions to Page 34 of the Jurupa Valley Environmental Review Guidelines.

## **RESOLUTION NO. 2020-74**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AND ADOPTING REVISIONS TO JURUPA VALLEY ENVIRONMENTAL REVIEW GUIDELINES PERTAINING TO VEHICLE MILES TRAVELED AND TRAFFIC IMPACT ANALYSIS METHODOLOGY AND MAKING A FINDING OF EXEMPTION UNDER CEQA**

#### **THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES HEREBY RESOLVE AS FOLLOWS:**

##### Section 1 – Procedural Findings.

A. The California Environmental Quality Act Guidelines (“CEQA Guidelines”) (14 Cal. Code Regs. § 15000, et seq.) encourage public agencies to establish objectives, criteria, administrative guidelines, and procedures, consistent with CEQA, to administer their responsibilities under CEQA, including evaluating projects and preparing environmental documents. (CEQA Guidelines § 15022(a).)

B. The CEQA Guidelines also encourage public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects. (CEQA Guidelines § 15064.7(a).)

C. CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to less than significant.”

D. CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence.

E. Pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence.

F. City staff developed Environmental Review Guidelines, to be used in connection with projects subject to environmental review in the City, which also include thresholds of significance. Following a duly noticed public meeting on June 4, 2020, the City Council adopted Resolution No. 2020-40, which adopted these local Environmental Review Guidelines and the specific thresholds of significance contained therein.

G. Since then, City staff has identified the need to clarify and refine certain provisions of the “Vehicle Miles Traveled” (VMT) and “Traffic Impact Analysis” (TIA) sections of the Environmental Review Guidelines to provide a more focused analysis of VMT changes and impacts relative to each proposed land use type.

H. On August 20, 2020, at a duly noticed public meeting, the City Council considered staff’s presentation and reviewed the recommended revisions to the Environmental Review Guidelines.

Section 2 – Findings.

The City Council hereby makes the following findings and determinations:

A. The City Council finds that the Environmental Review Guidelines, including the proposed revisions thereto, have been developed through a public review process and are supported by substantial evidence, as required by CEQA Guidelines section 15064.7.

B. The City Council hereby adopts the proposed revisions to the Environmental Review Guidelines as set forth in Exhibit A hereto.

C. The City Council hereby finds that adoption of the revisions to the Environmental Review Guidelines will not result in a direct or reasonably foreseeable indirect physical change in the environment, and thus they are not subject to CEQA (14 CCR § 15378(a)). In addition, the revisions to the Environmental Review Guidelines are not a “project” within the meaning of CEQA pursuant to 14 CCR § 15378(b)(5) and constitute an action involving procedures for the protection of the environment, which are exempt from CEQA pursuant to 14 CCR § 15308. Finally, if the revisions to the Environmental Review Guidelines are determined to be subject to CEQA, they are exempt therefrom because it can be seen with certainty that there is no possibility that these Guidelines will have a significant effect on the environment. (14 CCR § 15061(b)(3).)

D. The City Clerk shall certify the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 20th day of August, 2020.

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Anthony Kelly, Jr.  
Mayor

ATTEST:

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Victoria Wasko, CMC  
City Clerk

**CERTIFICATION**

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

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-74 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20<sup>th</sup> day of August 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 20th day of August 2020.

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Victoria Wasko, City Clerk  
City of Jurupa Valley

**ATTACHMENT 2**  
Revisions to Page 34 of ERG

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## 13.22 Transportation

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The following questions are based on Appendix G Env. Checklist Form of the CEQA Guidelines and may have been modified to address specific conditions in Jurupa Valley and provide guidance to determine potential significance to Transportation.

Would the project?

**a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle lanes and pedestrian paths?**

*Significance Threshold:* A project that is inconsistent with the General Plan Mobility Element policies pertaining to the roadway network, pedestrian and bicycle facilities, equestrian and multi-purpose trails network, and public transit may have a significant impact. **Note: Level of Service (LOS) is not required to be analyzed under this threshold.**

**b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b) [Vehicle Miles Traveled]?**

*Screening Criteria:* Projects that cannot be screened out through the steps outlined in the City of Jurupa Valley Traffic Impact Guidelines as specified in the CEQA Assessment - VMT Analysis section, will require additional analysis in order to determine if a project exceeds the following thresholds of significance:

*Significance Threshold:*

**1. Project VMT Impacts:** A project would result in a significant project generated VMT impact if, in **the Existing Plus Project scenario, its net VMT per capita (for residential projects) or per employee (for office and industrial projects)** exceeds the City's average VMT. per service population (population plus employment). **For all other uses, a net increase in VMT would be considered a significant impact.** The City's average VMT per service population shall be the metric that is in effect at the time the Notice of Preparation is published, or if no Notice of Preparation is required, at the time the environmental analysis is commenced.

**2. Cumulative VMT Impacts:** ~~A project would result in a significant project generated VMT impact if the project-generated cumulative VMT per service population exceeds the City's baseline VMT per service population for Horizon Year 2040.~~ **If a project is consistent with the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), then the cumulative impacts shall be considered less than significant subject to consideration of other substantial evidence. If it is not consistent with the RTP/SCS, a project would result in a significant VMT impact if:**

- a) For residential projects, its net VMT per capita exceeds the average VMT per capita for Jurupa Valley in the RTP/SCS horizon-year.**
- b) For office and industrial projects its net VMT per employee exceeds the average VMT per employee for Jurupa Valley in the RTP/SCS horizon year.**
- c) For all other land development project types, a net increase in VMT in the RTP/SCS horizon-year would be considered a significant impact.**
- d) Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152 .**

# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 20, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** STEVE R. LORISO, PE, CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

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

**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE  
LIMONITE AVENUE WIDENING, BAIN TO HOMESTEAD PROJECT**

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### **RECOMMENDATION**

- 1) Staff recommends the City Council adopt Resolution No. 2020-75, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY,  
CALIFORNIA, ADOPTING THE MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE  
LIMONITE AVENUE WIDENING, BAIN TO HOMESTEAD PROJECT**

### **PROJECT DESCRIPTION**

The proposed Project would widen approximately 3,900 linear feet of Limonite Avenue between Bain Street on the west to Homestead Street on the east. The roadway would be widened from two to four lanes. The Project would tie into existing four-lane sections of Limonite Avenue from just west of Bain Street to just west of Homestead Street. The widened facility would consist of 14-foot wide No. 1 travel lanes in each direction, 12-foot wide No. 2 lanes in each direction, and a raised median. A 10-foot wide equestrian use trail will be added and located on the north side of the street while a 10-foot wide multi-use path will be located on the south side. Three existing intersections would be modified to accommodate the widened roadway and existing driveways would be reconstructed as necessary where they join Limonite Avenue. New right-of-way would be acquired along both sides of Limonite Avenue to accommodate the improvements. The project also includes drainage improvements at Pyrite Creek by replacing the existing two 60-inch corrugated metal pipe (CMP) with two concrete box culverts.

A construction start-date is currently unknown due to lack of available project funding, but will take approximately 9 months to complete. The existing street will remain open to both directions of traffic during construction.

## **ENVIRONMENTAL REVIEW**

The City is the lead agency for the Project pursuant to the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code § 21000 *et seq.*). As part of the environmental review process, the City prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with CEQA to determine if there is potential for significant environmental effects associated with the Project. The IS/MND examined the environmental impacts of the Project and determined that the Project will not result in any potentially significant impacts with the implementation of the proposed mitigation measures, which reduce potential significant impacts to less than significant levels.

Pursuant to CEQA Guidelines Section 15073, the draft IS/MND was publicly circulated for a 30-day period between December 10, 2019 and January 11, 2020 to the State Clearinghouse, responsible agencies and interested parties for review and comment. The City received one (1) comment during the public review period and responses to this comment are included in Appendix I of the final IS/MND (Attachment 2). CEQA Guidelines, Section 15074 requires that the City Council consider the proposed IS/MND together with any comments received during the public review process. Staff believes no new, unavoidable significant effects were identified during the public comment period, and pursuant to CEQA Guidelines Section 15703.5, there is no requirement to re-circulate the environmental documents for the Project.

## **MITIGATION MEASURES**

The mitigation measures that will be implemented by the Project to reduce environmental impacts, identified to be below the level of significance, are enumerated in the Mitigation Monitoring and Reporting Program (MMRP) for the Project, which was prepared pursuant to CEQA Guidelines Section 15097 (Attachment 3).

## **OTHER INFORMATION**

As this project does not include federal funds, compliance with the National Environmental Policy Act (NEPA) is not required.

The City Attorney has approved the resolution as to form.

## **FINANCIAL IMPACT**

There is no fiscal impact in taking this action in accordance with Staff’s recommendation.

## ALTERNATIVES

1. Do not adopt the Resolution.
2. Provide alternate direction to Staff.

Prepared by:



Chase Keys, P.E.  
CIP Manager

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 M. Thorson  
City Attorney

Submitted by:



Rod Butler  
City Manager

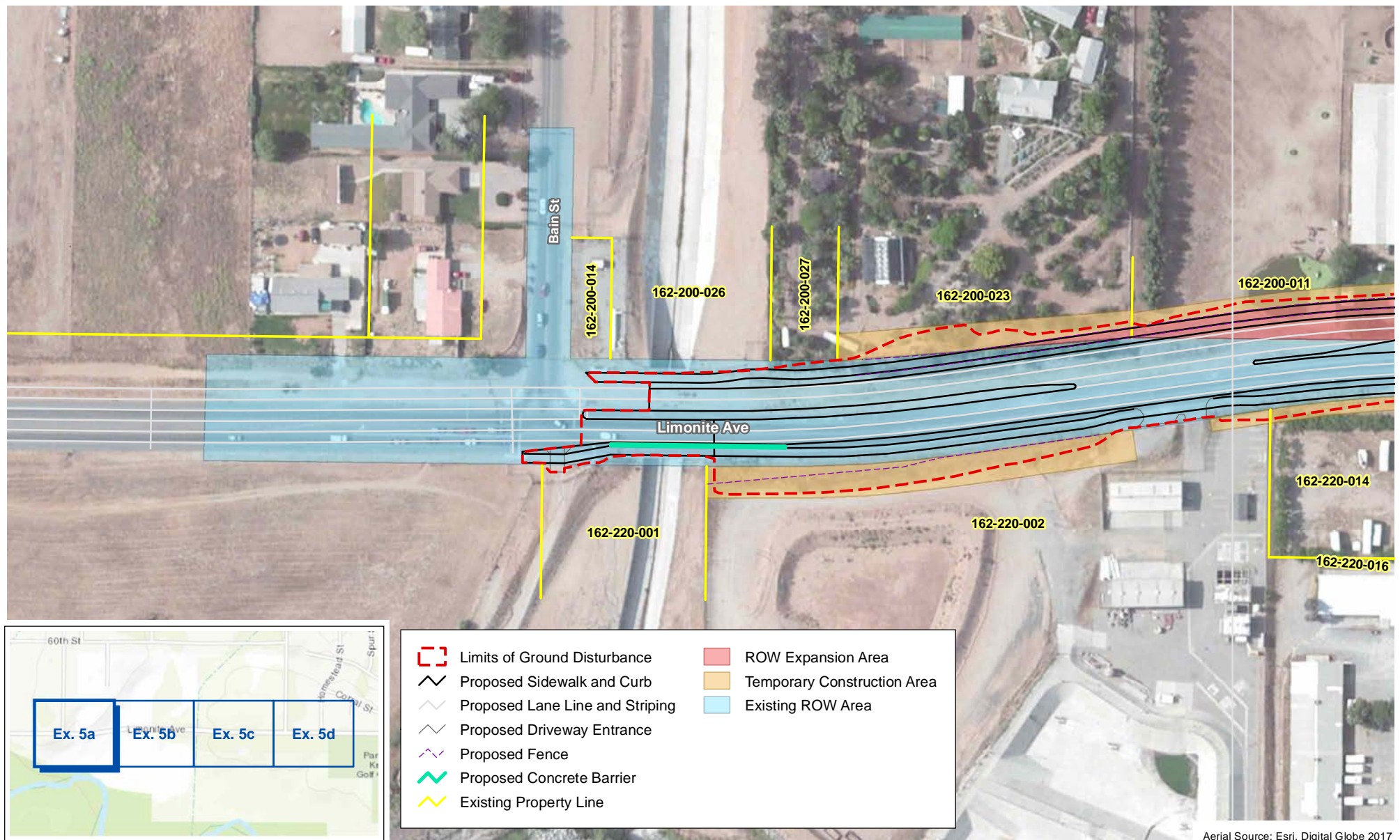
## Attachments:

- Attachment 1 – Project Map
- Attachment 2 – Final IS/MND
- Attachment 3 – Final MMRP
- Attachment 4 – Resolution Adopting MND and MMRP

## **ATTACHMENT 1**

Project Map

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## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

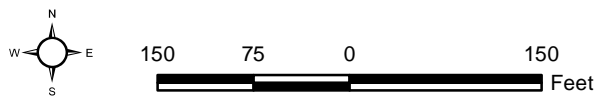
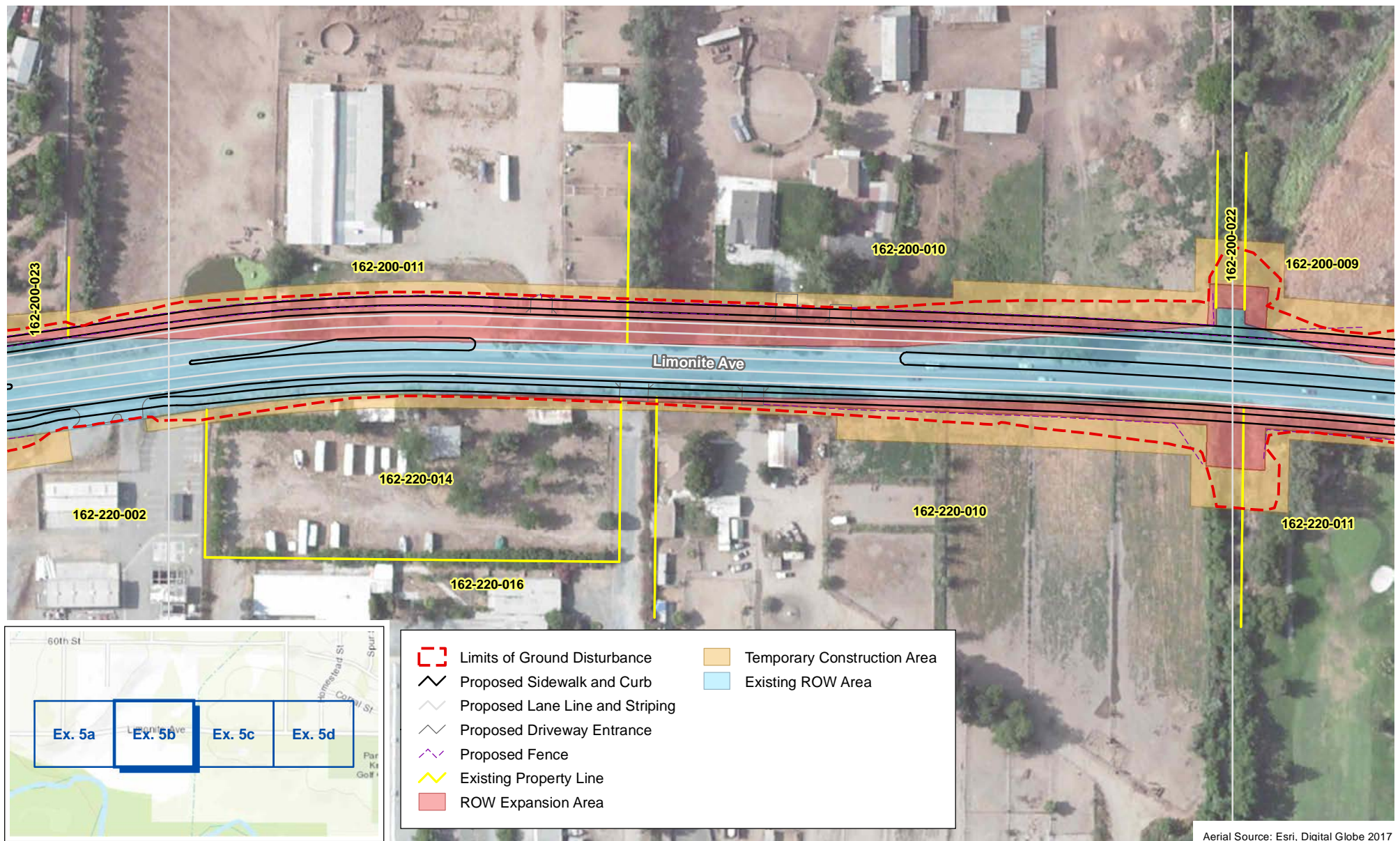


Figure 5a



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## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

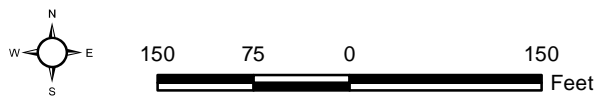
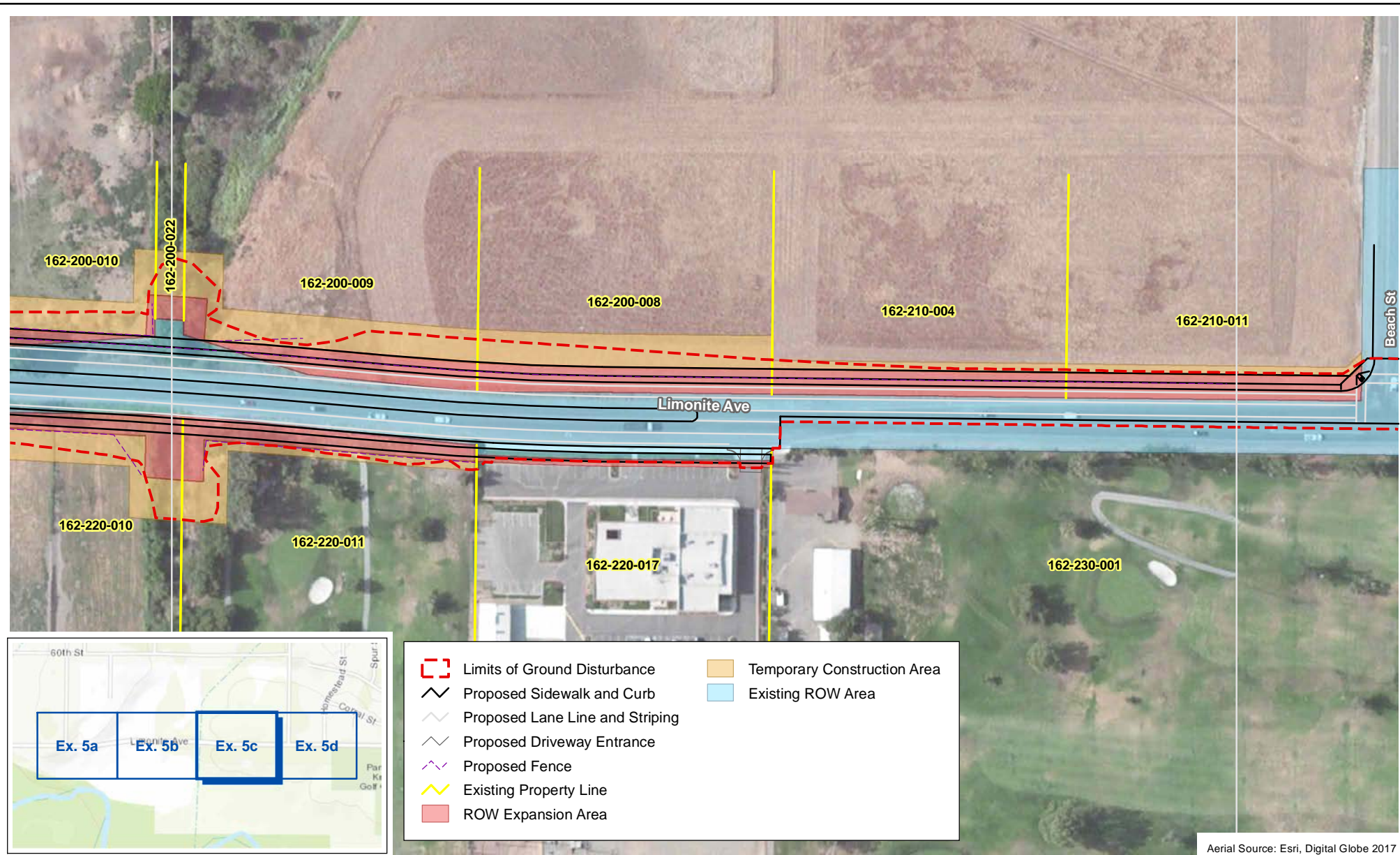


Figure 5b



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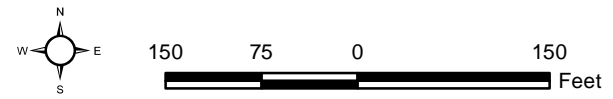


Aerial Source: Esri, Digital Globe 2017

# Conceptual Improvement Plans

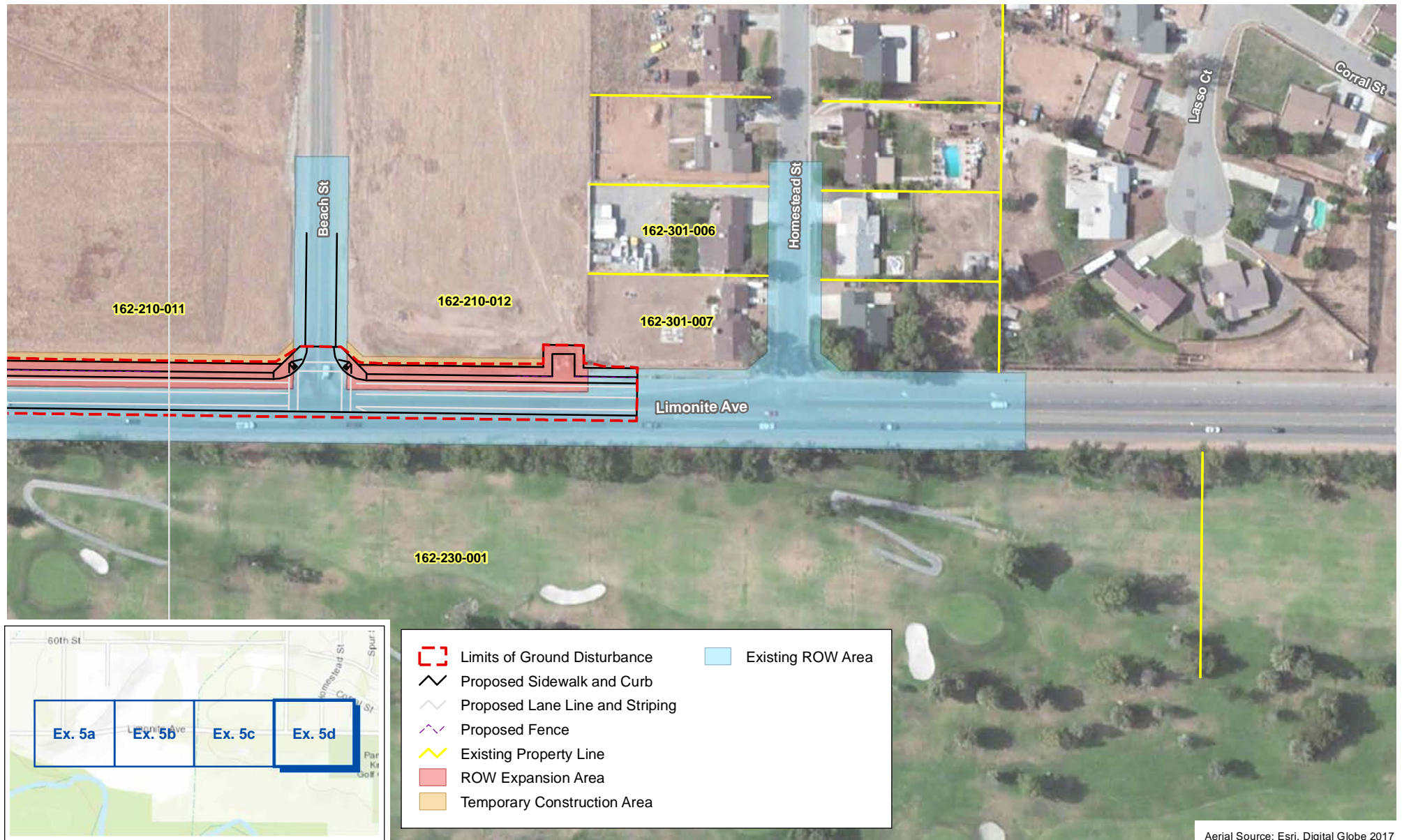
Limonite Avenue Widening Project – Bain Street to Homestead Street

Figure 5c



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## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

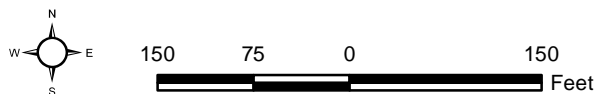


Figure 5d



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## **ATTACHMENT 2**

Final IS/MND

# **LIMONITE AVENUE WIDENING PROJECT BAIN STREET TO HOMESTEAD STREET FINAL INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION**



**PREPARED FOR:**

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509  
Contact: Chase Keys, PE  
951-332-6464

**PREPARED BY:**

Psomas  
1500 Iowa Avenue, Suite 210  
Riverside, CA 92507  
Contact: Jim Hunter, ENV SP  
714-751-7373

March 2, 2020

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# Acronyms and Abbreviations

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AADT	annual average daily traffic
AAQS	ambient air quality standard
AB	Assembly Bill
AQMPs	air quality management plans
BMPs	Best Management Practices
CAAQS	California Ambient Air Quality Standards
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CCAA	California Clean Air Act
CCR	California Code of Regulations
CDFG	California Department of Fish and Game
CEQA	California Environmental Quality Act
City	City of Jurupa Valley
CNDDDB	California Natural Diversity Database
CNPS	California Native Plant Society
CO	Carbon Monoxide
County	County of Riverside
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
GHG	greenhouse gas
HCM	Highway Capacity Manual
IS	Initial Study
ISA	Initial Site Assessment
LOD	Limits of Disturbance
LOS	level of service
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendent
MMT	million metric tons
MND	Mitigated Negative Declaration
MPG	miles per gallon
MSHCP	Multiple Species Habitat Conservation Plan (western Riverside County)
mph	miles per hour
MSAT	mobile-source air toxics

NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NHTSA	National Highway Traffic Safety Administration
NO <sub>2</sub>	Nitrogen Dioxide
NPDES	National Pollutant Discharge Elimination System
OPR	Office of Planning and Research
OSHA	Occupational Safety and Health Administration
ppm	parts per million
PRC	Public Resources Code
PS&E	Plans, Specifications, and Estimates
RCPG	Regional Comprehensive Plan and Guide
RWQCB	Regional Water Quality Control Board
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SIP	State Implementation Plan
SLM	sound level meter
SRA	Source Receptor Area
SWPPP	Stormwater Pollution Prevention Plan
TAC	toxic air contaminants
TMDLs	Total Maximum Daily Loads
TMP	traffic management plan
TNM	Traffic Noise Model
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USGS	U.S. Geological Survey
VMT	vehicle miles traveled
VOC	volatile organic compounds
VPD	vehicles per day
WQMP	Water Quality Management Plan

### Executive Summary

The City of Jurupa Valley (City) has prepared this Initial Study (IS) and proposed Mitigated Negative Declaration (MND) to evaluate the potential environmental impacts of the Limonite Avenue Widening Project from Bain Street to Homestead Street (proposed Project or Project) in the eastern portion of the City. The proposed Project would widen approximately 3,900 linear feet of Limonite Avenue between Bain Street on the west to Homestead Street on the east. The roadway would be widened from two to four lanes. The Project would tie into existing four-lane sections of Limonite Avenue from just west of Bain Street to just west of Homestead Street. The widened facility would consist of 14-foot wide No. 1 travel lanes in each direction, 12-foot wide No. 2 lanes in each direction, and a raised median. Three existing intersections would be modified to accommodate the widened roadway and existing driveways would be reconstructed as necessary where they join Limonite Avenue. New right-of-way would be acquired along both sides of Limonite Avenue to accommodate the improvements. As part of the City's permitting process, the proposed Project is required to undergo an environmental review in accordance with the California Environmental Quality Act (CEQA).

### Authority

The preparation of an IS/MND is governed by the CEQA Statute (Public Resources Code Section 21000, et seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000, et seq.). Section 15063 of the State CEQA Guidelines and Sections 15070–15075 of Article 6 guide the process for the preparation of a negative declaration or a mitigated negative declaration. This IS/MND, as required by CEQA, contains 1) a project description; 2) a description of the environmental setting, potential environmental impacts, mitigation measures for any significant effects, and consistency with plans and policies; and 3) names of preparers. The mitigation measures included in this IS/MND are designed to reduce or eliminate the potentially significant environmental impacts described herein. Where a mitigation measure described in this document has been previously incorporated into the Project, either as a specific feature of design or as a mitigation measure, this is noted in the discussion. Mitigation measures are structured in accordance with the criteria in Section 15370 of the State CEQA Guidelines.

## Scope of the IS/MND

This IS/MND evaluates the proposed Project's impacts on the following 19 environmental resource<sup>1</sup> topics:

Aesthetics	Mineral Resources
Agriculture and Forestry Resources	Noise
Air Quality	Population & Housing
Biological Resources	Public Services
Cultural Resources	Recreation
Geology & Soils	Transportation & Traffic
Greenhouse Gas Emissions	Utilities & Service Systems
Hazards & Hazardous Materials	Tribal Cultural Resources
Hydrology & Water Quality	Mandatory Findings of Significance
Land Use & Planning	

## Document Organization

The content and format of this report are designed to meet the requirements of CEQA. The IS/MND consists of the proposed findings that the Project, as mitigated, would have no significant impacts. The bulk of this IS/MND consists of the initial study and supporting studies. The report contains the following sections.

Chapter 1, "Introduction," identifies the purpose and scope of the IS/MND and the terminology used in the report.

Chapter 2, "Project Description," identifies the location, background, and planning objectives of the Project and describes the proposed Project in detail.

Chapter 3, "Environmental Analysis," presents the checklist responses for each resource topic. This section includes a brief setting section for each resource topic and identifies the impacts of implementing the proposed Project.

Chapter 4, "References," identifies all printed references and individuals cited in this IS/MND.

Chapter 5, "List of Preparers," identifies the individuals who prepared this report and their areas of technical specialty.

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<sup>1</sup> Based on the State's most current checklist categories, "energy" use and conservation is addressed under Greenhouse Gas Emissions (VII b) and "wildfire" risks are addressed under Hazards (VIII h)..

## Project Overview

The City of Jurupa Valley proposes to widen Limonite Avenue between Bain Street and Homestead Street. The proposed Project, located within the City of Jurupa Valley in Riverside County, California, would widen Limonite Avenue from two to four lanes. The Project would tie into existing four-lane sections of Limonite Avenue just west of Bain Street and just west of Homestead Street.

## Project Location

The Project area is located along Limonite Avenue in the City of Jurupa Valley approximately 2.4 miles east of the I-15 Freeway and 1.0 mile west of Van Buren Boulevard. The Project site is split between the *Corona North* and the *Riverside West* 7.5-minute series quadrangle maps of the U.S. Geological Survey (USGS). The center or mid-point of the Project site (approximately Limonite at Pyrite Creek) is located at 33° 58' 32.1" North latitude and 117° 29' 57.7" West longitude. The site is also 1,000 to 1,700 feet north of the Santa Ana River depending on location, with its closest point near Bain Street and its furthest point at Homestead Street (separated by the Paradise Knolls Golf Course). At Pyrite Creek, the river is 1,350 feet south of Limonite Avenue. The site is also located within Sections 22 and 27 of Township 2 South, Range 6 West of the San Bernardino Base and Meridian (SBBM). Figures 1 and 2 show the location of the Project site within the City of Jurupa Valley. The San Sevaine Flood Control Channel crosses under the existing roadway just east of Bain Street but no improvements to that channel are anticipated as part of this Project.

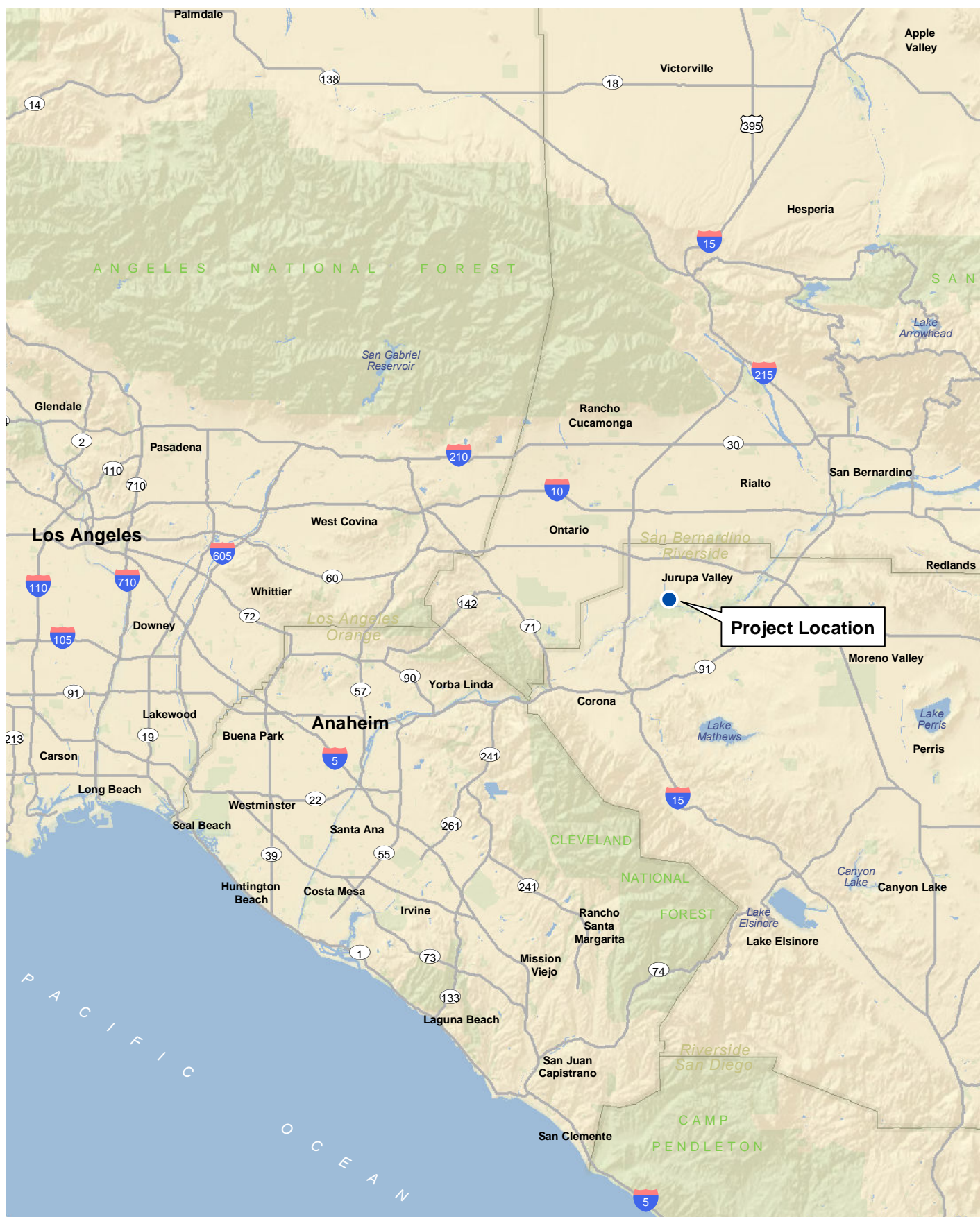
## Existing Setting

### Existing Site Conditions and Surrounding Land Uses

Limonite Avenue runs east and west through the City, connecting as Riverview Drive to Mission Boulevard and indirectly to the SR-60 Freeway on the east/northeast and to the I-15 Freeway on the west. At approximately mid-way it connects to Van Buren Boulevard, a major arterial that provides regional access through the City and across the Santa Ana River to the south. Figure 2 shows the Project area and surrounding land uses. The proposed Project site is generally bordered by the Santa Ana River and Hidden Valley Wildlife Area on the south and southwest, respectively, institutional and commercial properties along the south side of the roadway, and rural residences along the north side of the roadway. A wastewater treatment facility operated by the Jurupa Community Services District is located along the south side of the roadway near Bain Street, and the Joint Activity Training Center and Paradise Knolls Golf Course are also along the south side of the street near Homestead Street. Limonite Avenue offers direct driveway access to the adjacent land uses to the north and south for these various institutional and residential uses (see Figures 2 and 3).

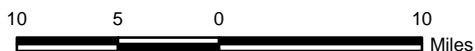
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## Regional Location

*Limonite Avenue Widening Project – Bain Street to Homestead Street*



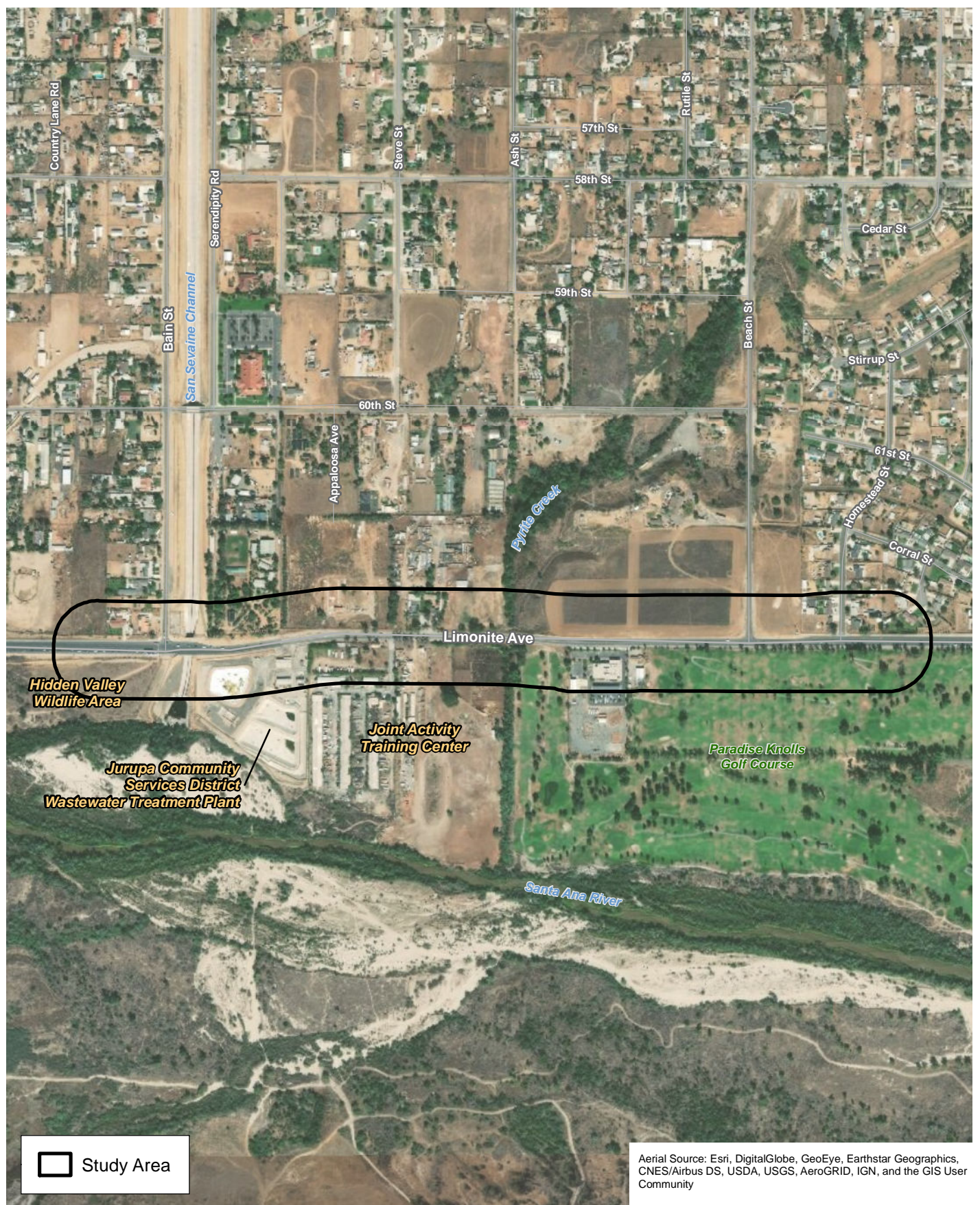
## Figure 1



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## Project Area

Limonite Avenue Widening Project – Bain Street to Homestead Street



750 375 0 750  
Feet

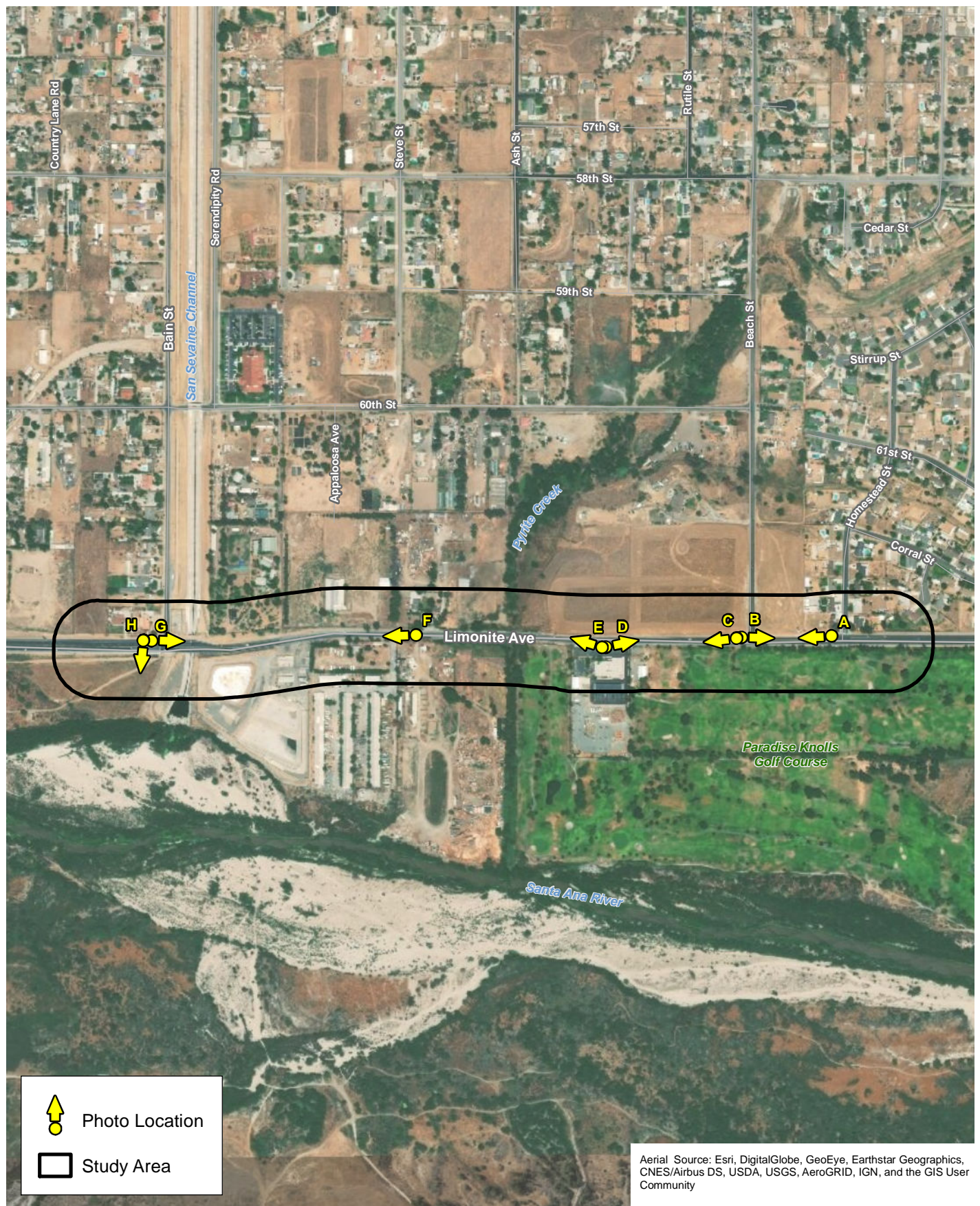
## Figure 2



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## Site Photograph Locations

Limonite Avenue Widening Project – Bain Street to Homestead Street



750 375 0 750  
Feet

Figure 3a



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View A. Looking west along Limonite Avenue from Homestead Street.



View B. Looking east along Limonite Avenue from Beach Street.

## Site Photographs

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

Figure 3b



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View C. Looking west along Limonite Avenue from Beach Street.



View D. Looking east along Limonite Avenue from JATC Facility.

## Site Photographs

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

Figure 3c



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View E. Looking west along Limonite Avenue from JATC Facility.



View F. Looking west from the center of the study area (Bain St. in distance).

## Site Photographs

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

Figure 3d



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View G. Looking east along Limonite Avenue from Bain Street.



View H. Looking south across Limonite Avenue toward the Santa Ana River and the La Sierra Hills.

## Site Photographs

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

Figure 3e



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## Existing General Plan and Zoning

The City of Jurupa Valley adopted its first General Plan in 2017 and the Mobility Element designates Limonite Avenue, including the segment from Bain Street to Homestead Street, as an Urban Arterial with an ultimate 152-foot right of way. The City's Zoning Ordinance does not regulate the establishment of roadways; therefore, zoning requirements would not apply to the proposed Project. However, the zoning of adjacent land uses, when necessary for the evaluation of environmental impacts, would be identified. Figure 4 shows the General Plan land use designations of the properties adjacent to Limonite Avenue within the Project area.

## Project Characteristics

The proposed Project includes the improvements on Limonite Avenue between Bain Street to Homestead Street. The purpose of the proposed Project is to:

- Widen this segment of Limonite Avenue from two to four lanes.

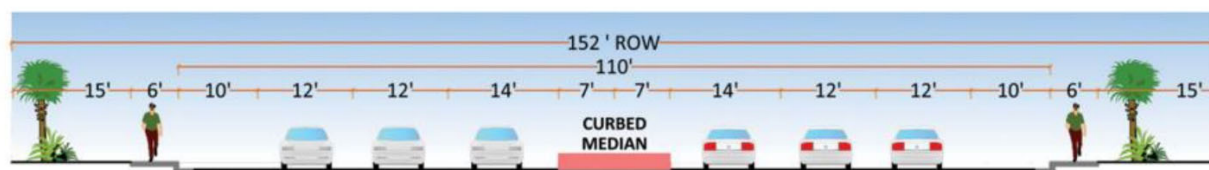
- Align the expanded roadway with the current four-lane sections of Limonite Avenue just west of Bain Street and just west of Homestead Street.

- Provide safe refuge area for vehicles to safely enter/exit driveways along Limonite Avenue.

- Promote safe turning movements.

The purpose of the proposed Project is to widen Limonite Avenue from Bain Street on the west to Homestead Street on the east, a distance of approximately 3,900 feet or 0.74 mile. The existing roadway has two (2) travel lanes without curb and gutter and varies from 32 to 45 feet in width depending on location, presence of a shoulder, etc. Existing elevations along the roadway (onsite) range from 679 feet above mean sea level (amsl) at Bain Street rise to 695 feet amsl at Homestead Street, although the lowest elevation of the roadway within the study area is 651 feet amsl approximately 950 feet east of Bain Street. Figure 3a-e shows various views of the Project area along Limonite Avenue.

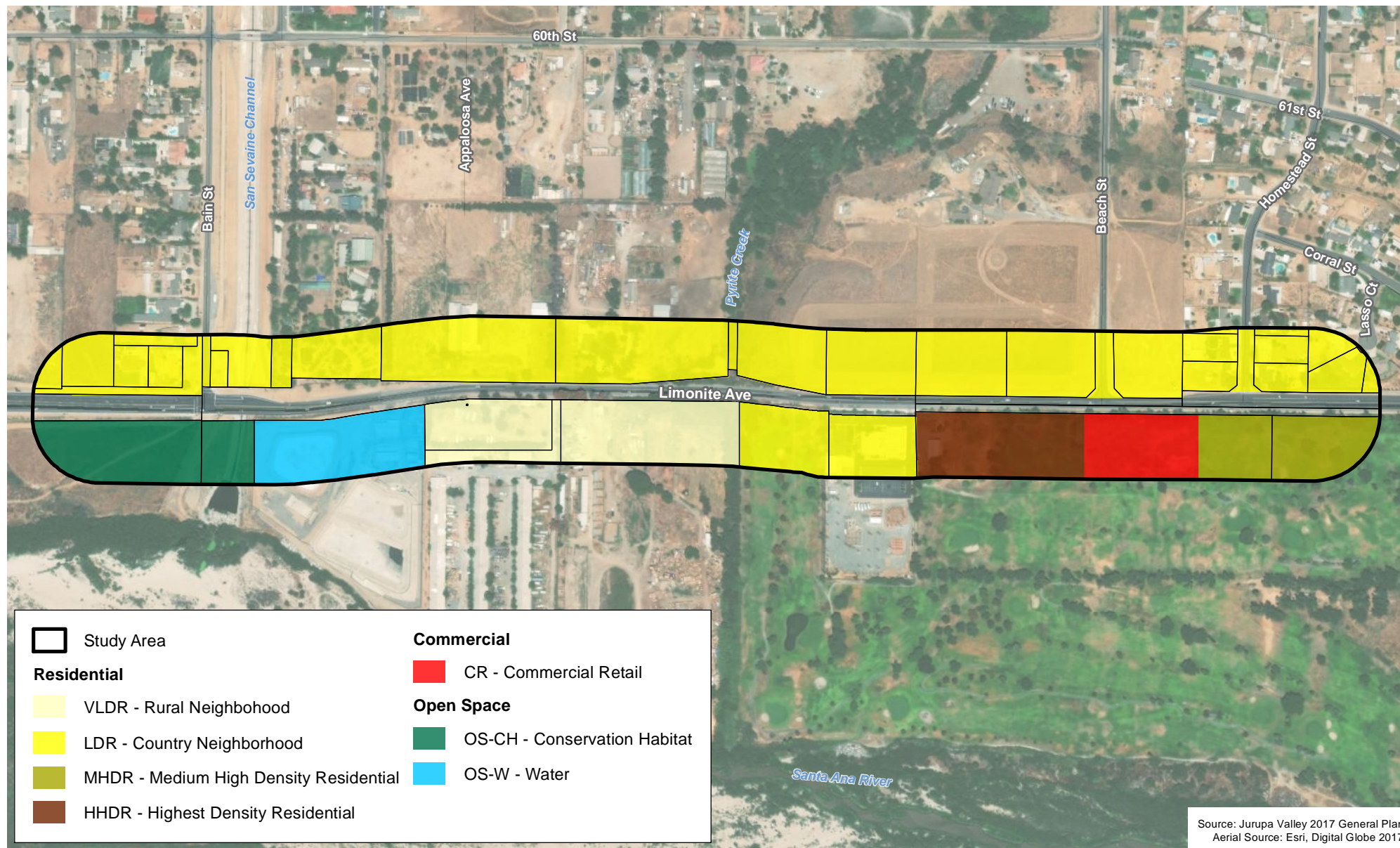
Limonite Avenue is designated as an existing Urban Arterial roadway in the City's 2017 General Plan (ultimate 152-foot right-of-way) with 4 to 6 travel lanes (Mobility Element, Table 3.1, *Mobility Corridor Classifications*, and Figure 3-2, *Mobility Corridors Map*) as shown below:



**EXHIBIT 2: URBAN ARTERIAL**

Source: General Plan 2017, Circulation Element, Figure 3-5, Conventional Roadway Cross Sections

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## General Plan Land Uses

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

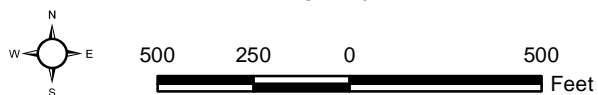


Figure 4



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The proposed Project would widen Limonite Avenue from Bain Street to Homestead Street to provide two (2) additional travel lanes (4 total travel lanes), a raised center median, and the addition of curb and gutter. A 10-foot wide equestrian use trail will be added and located on the north side of the street while a 10-foot wide multi-use path will be located on the south side. In general, the roadway will be widened and realigned slightly to the north to improve sight distances and traffic flow. Some property along the limits of the existing roadway will need to be acquired for this purpose. After improvement, the roadway will have a right-of-way width of 111 feet and a curb-to-curb width of 76 feet. The land needed for temporary construction easements would be restored to largely existing conditions after completion of the roadway improvements, especially relating to drainage.

The Project is currently being designed with plans approximately 75 percent complete. These plans are depicted in Figures 5a-d which show the conceptual plans for the proposed roadway improvements with tentative areas identified for the various rights-of-way/easements required for the improvements. It should be noted these areas are subject to change with the final design.

## **Drainage Improvements and Regulatory Permitting**

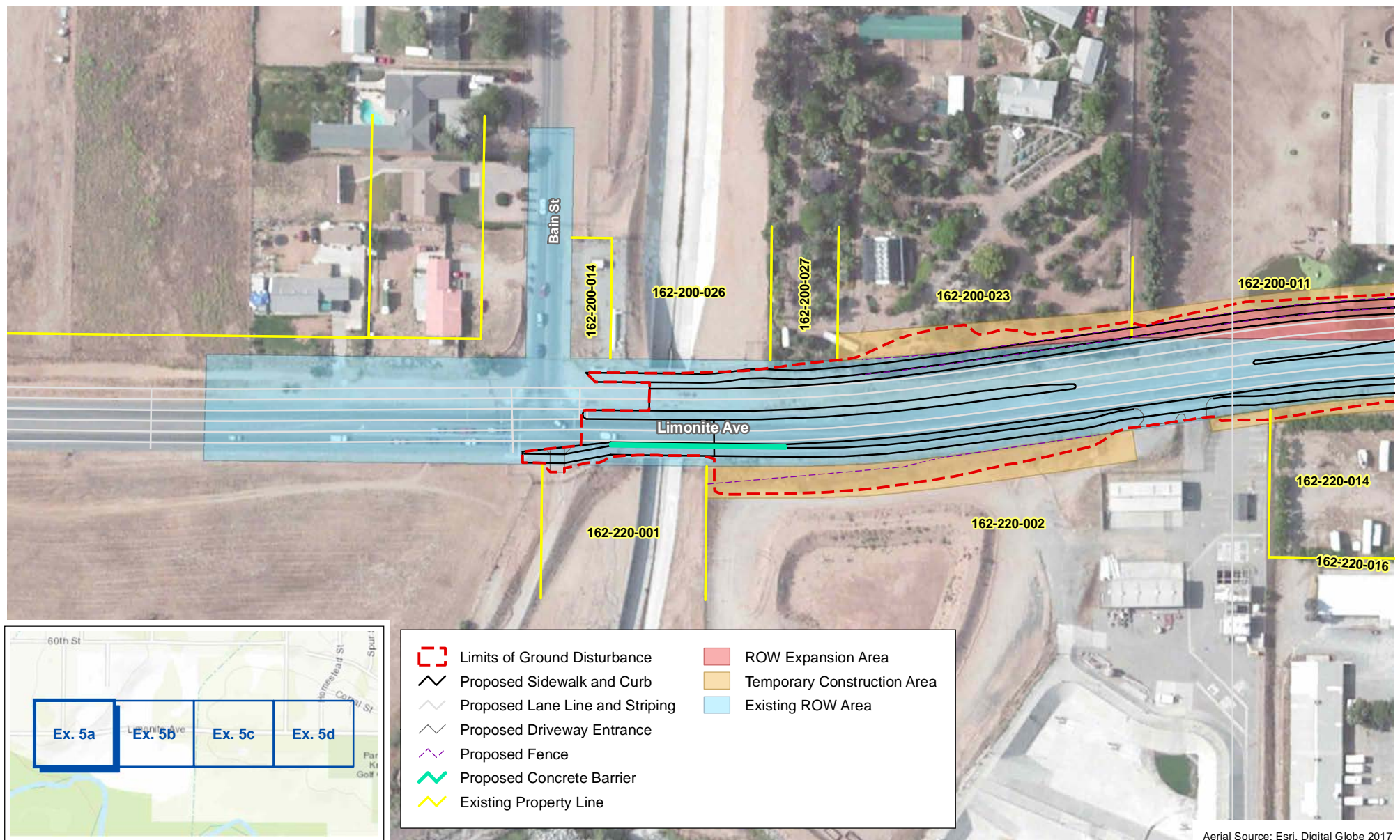
The San Sevaine Flood Control Channel crosses under the existing roadway just east of Bain Street but no work on or improvements to that channel are anticipated as part of this Project. There are currently two 60-inch corrugated metal pipe (CMP) drainage structures in Pyrite Creek at this point to convey runoff under the roadway. The portion of the roadway that crosses over Pyrite Creek would be widened and realigned slightly, and the two existing CMP structures are proposed to be replaced by two 12-foot by 12-foot concrete box culverts under the new roadway bed. This work is expected to trigger subsequent regulatory permitting as outlined in Table A. Federal and state water quality regulations require a Stormwater Pollution Prevention Plan (SWPPP) be prepared for projects that involve greater than one acre of disturbance which would include the proposed Project.

**Table A. Potential Subsequent Project Permitting**

<b>Agency</b>	<b>Permit/Action</b>
U.S. Army Corps of Engineers (USACE)	Federal Clean Water Act Section 404 Nationwide Permit for the discharge of dredge or fill material into waters of the United States (if necessary)
U.S. Fish and Wildlife Service (USFWS)	Federal Endangered Species Act Section 10 Incidental Take Permit for impacts to listed species
State Water Resources Control Board	Notice of Intent to Comply with General Construction Activity NPDES Permit.
Santa Ana Regional Water Quality Control Board (RWQCB)	Federal Clean Water Act Section 401 Water Quality Certification for the discharge of dredge or fill material into waters of the United States
California Department of Fish and Wildlife (CDFW)	California Fish and Game Code Section 1602 Streambed Alteration Agreement
Riverside County Flood Control and Water Conservation District (RCFCWCD)	Temporary Encroachment Permit(s)

NPDES = National Pollution Discharge Elimination System

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Aerial Source: Esri, Digital Globe 2017

## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

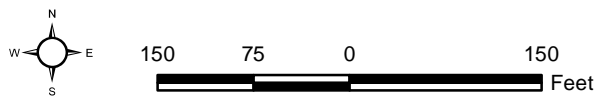


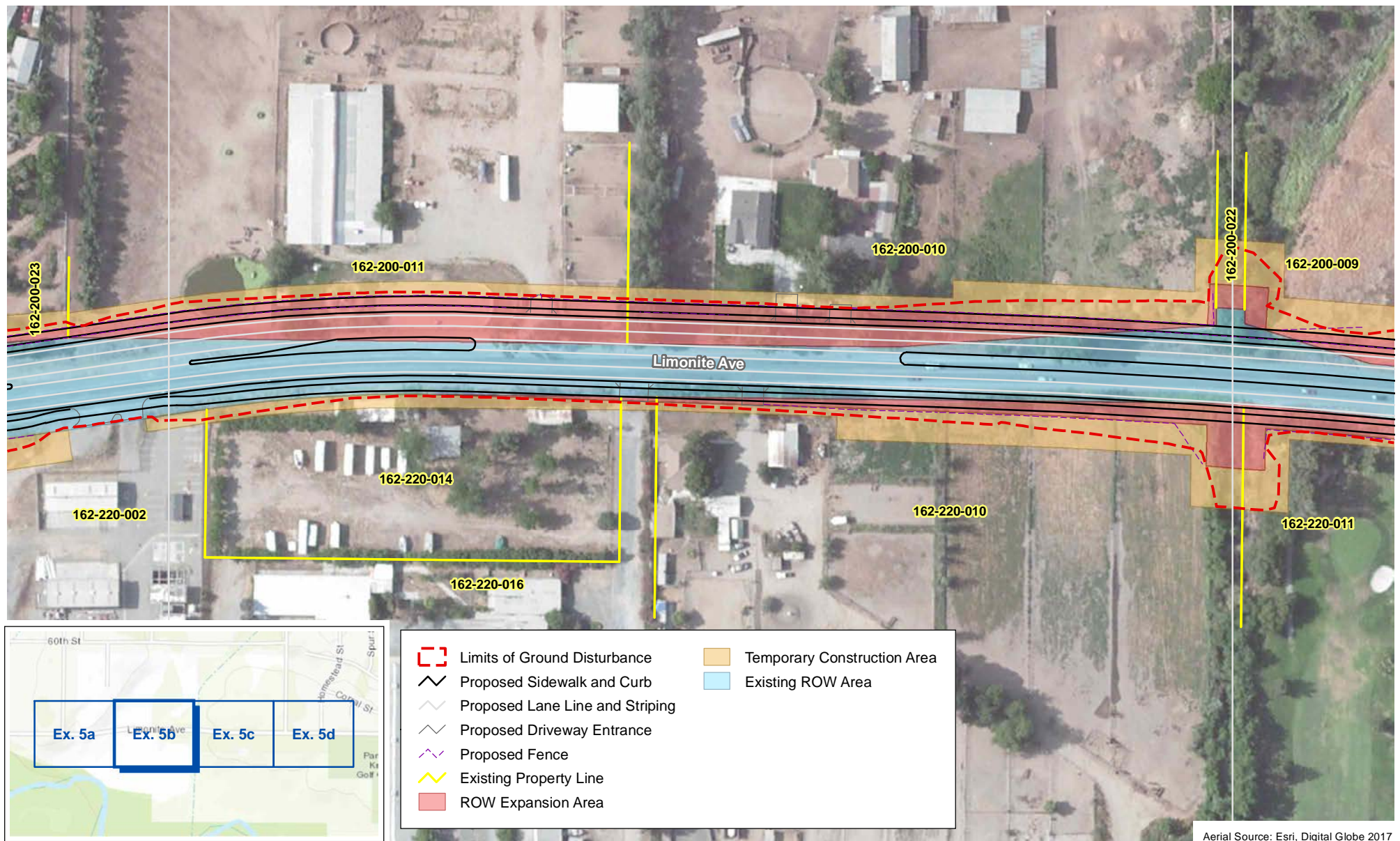
Figure 5a



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## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

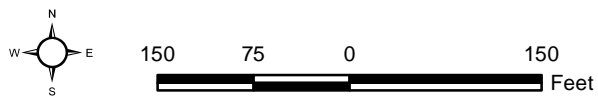


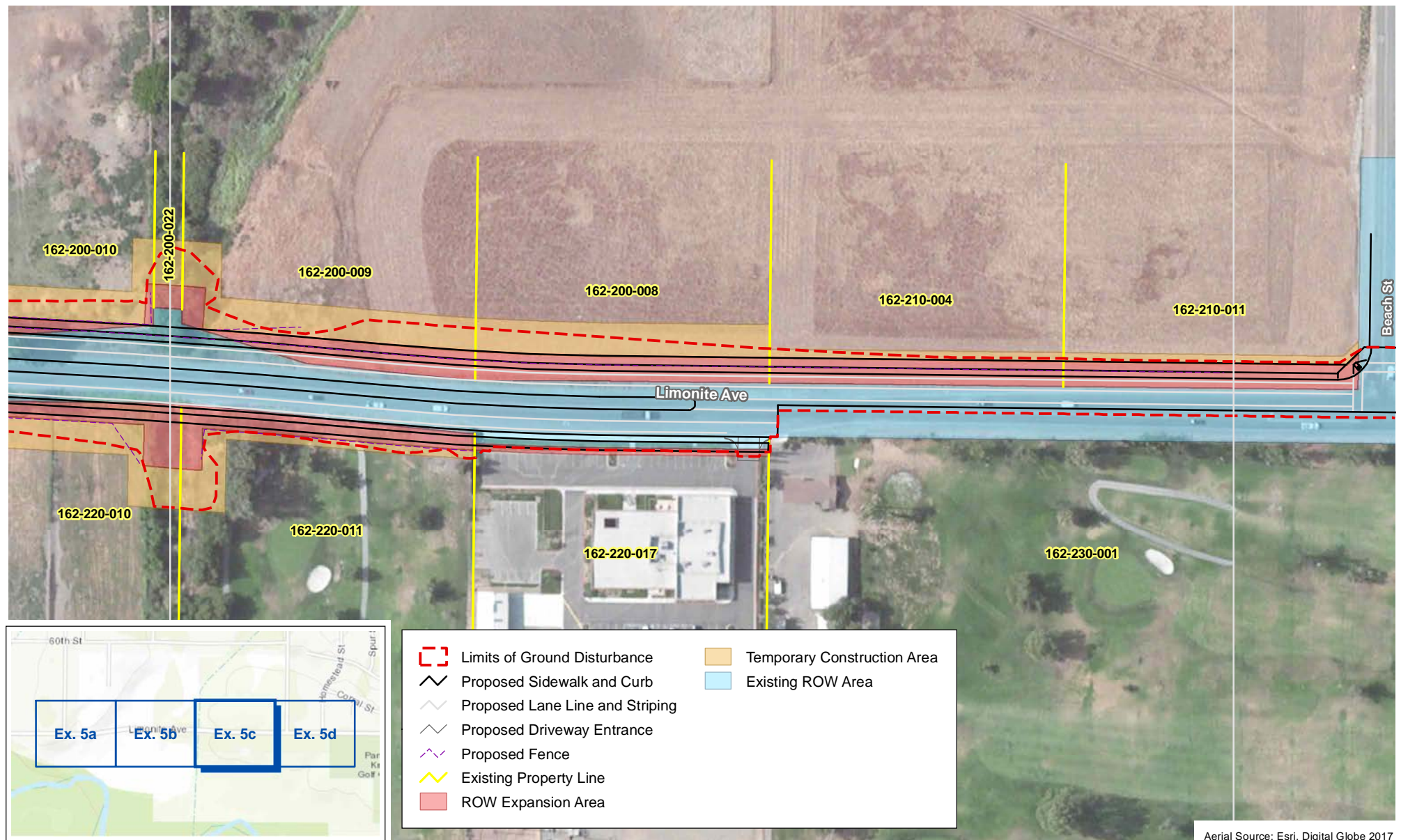
Figure 5b



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## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

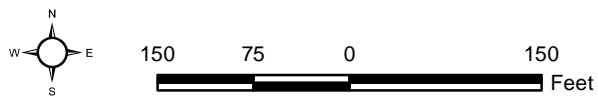
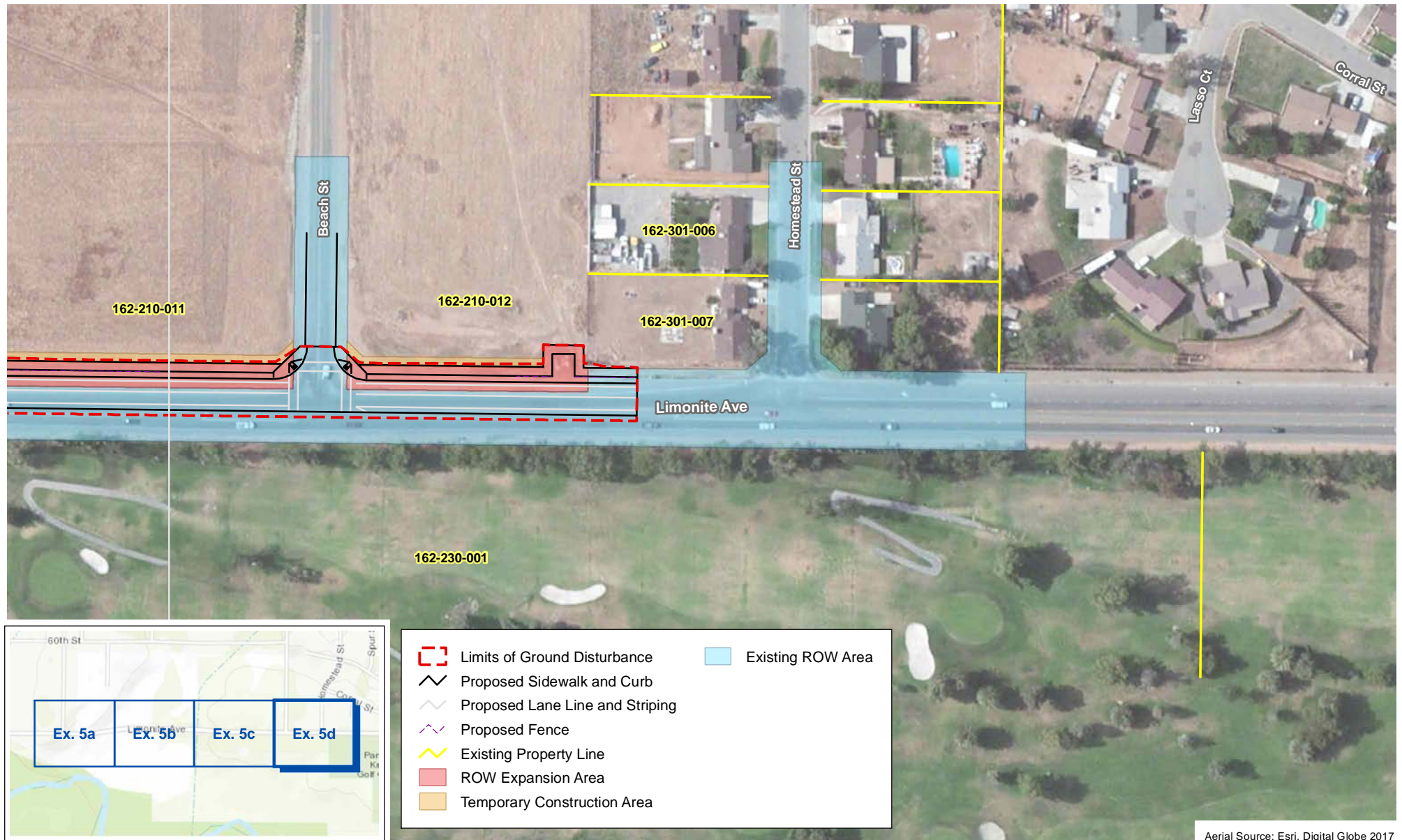


Figure 5c



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## Conceptual Improvement Plans

*Limonite Avenue Widening Project – Bain Street to Homestead Street*

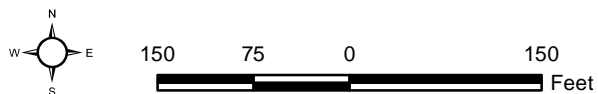


Figure 5d



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## Permanent and Temporary Property Acquisitions

As shown in Figure 5a-d, the Project would impact 15 properties with 9 of these properties on the north side of the roadway and 6 properties on the south side. The Project would require acquisition of 2.68 acres from these private properties for the additional permanent road right-of-way, as well as an additional 2.86 acres for temporary construction easements. Table B summarizes the temporary and long-term impacts of the Project on adjacent parcels including temporary construction easements and partial property acquisitions for the permanent right-of-way. Figure 6 shows the location of the properties affected by the proposed roadway improvements.

**Table B. Estimated Impacts by Parcel (West to East)**

Assessor Parcel Number (APN) <sup>1</sup>	Temp. Const. Easement		Partial Acquisition		Improvement Plan <sup>2</sup> Page(s)
	Distance	Acres	Distance	Acres	
North Side of Limonite Avenue					
162-200-023	17-30 feet	0.21	up to 35 feet	0.02	2-3
162-200-022	17-30 feet	0.04	up to 35 feet	0.02	3
162-200-011	17 feet	0.24	up to 53 feet	0.58	4
162-200-010	up to 35 feet	0.42	up to 40 feet	0.48	5
162-200-009	up to 35 feet	0.31	up to 35 feet	0.20	5
162-200-008	up to 35 feet	0.28	up to 35 feet	0.23	6
162-210-004	10 feet	0.08	up to 35 feet	0.22	7
162-210-011	up to 35 feet	0.08	up to 35 feet	0.22	7
162-210-012	10 feet	0.05	35-78 feet	0.20	7-8
South Side of Limonite Avenue					
162-020-002	35 feet	0.41	none	0.00	2-3
162-220-016	15 feet	0.01	none	0.00	3
162-220-014	15 feet	0.15	up to 5 feet	0.01	4
162-220-010	10-35 feet	0.44	10-35 feet <sup>3</sup>	0.25	4-5
162-220-011	35 feet	0.15	up to 90 feet <sup>3</sup>	0.19	5
162-220-017	none	0.00	8-14 feet	0.06	6
TOTAL	--	2.86	--	2.68	2-8

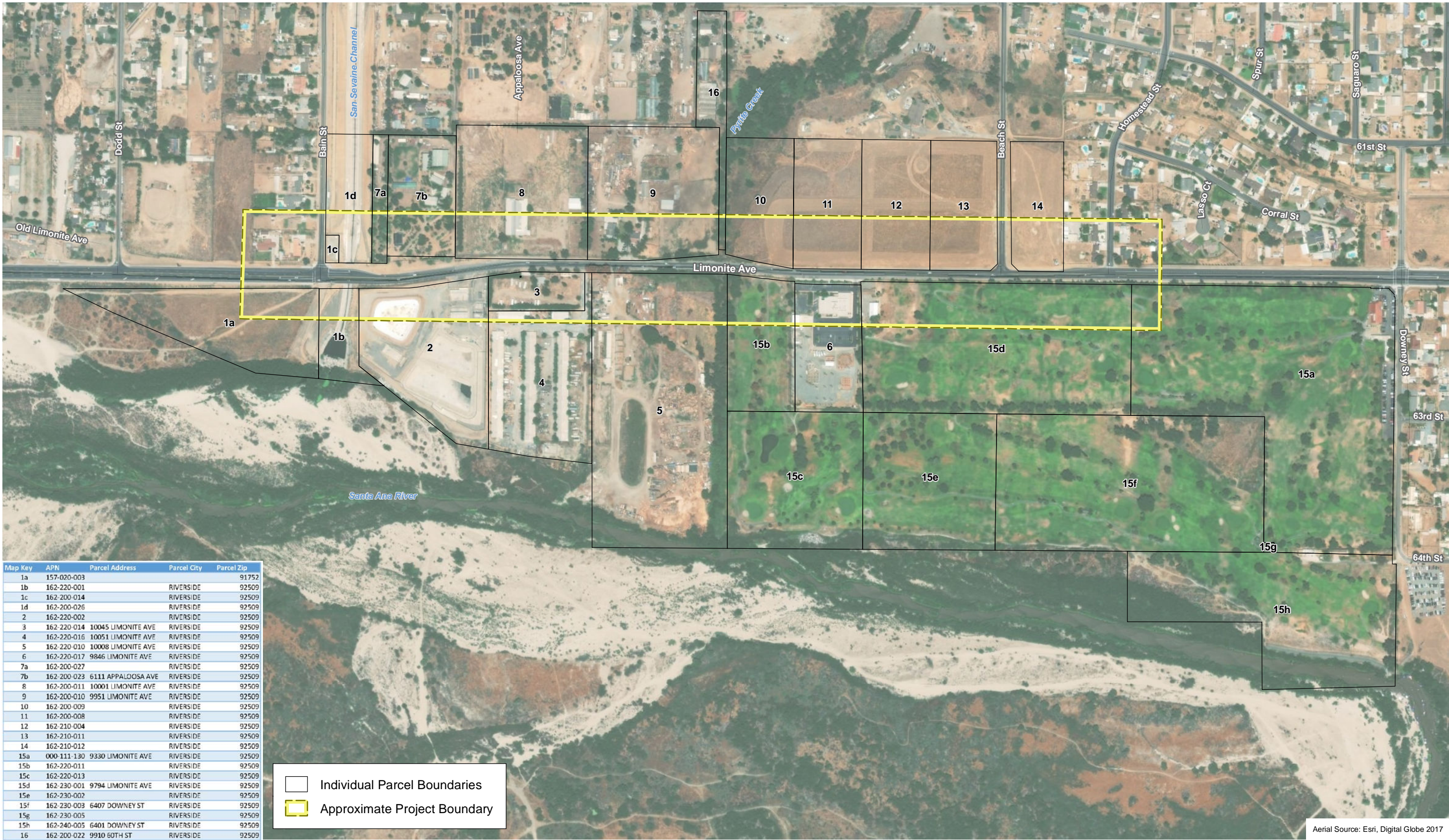
Source: Estimates based on HRGreen, Limonite 75% Improvement Plans, dated October 2018

1 per Riverside County Assessor, last equalized tax roll

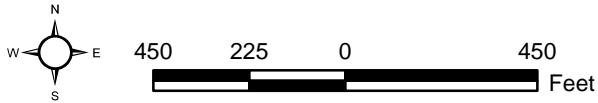
2 see Appendix A

3 variable width due to channel location

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**Parcel Ownership**  
*Limonite Avenue Widening Project – Bain Street to Homestead Street*



**Figure 6**



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## Construction Methods/Timing

Construction of the Limonite Avenue Widening – Bain Street to Homestead Street Project would require approximately nine (9) months and would be completed in three phases which divide the roadway length-wise. Project construction is planned to allow continued access along the roadway during all phases of Project construction.

**Phase 1** (1 month) would be the widening of the south side of the roadway near the culvert construction only by clearing along the shoulder out to the edge of the right-of-way (ROW) and adding “hot mix” asphalt as a temporary road surface that would allow traffic to be shifted to the south to complete work in the northern portion of the roadway. This work would also involve installation of temporary fencing along the southern project boundary to restrict unauthorized access to the work area and would take approximately one month.

**Phase 2** (4 months) would be improving the north side of the roadway by saw cutting the pavement, grading the planned road alignment, removing the existing paving, and installing new sub-base in preparation of installing the new wider roadbed along with curb, gutter and trail improvements and the north half of the proposed box culverts. The initial grading effort would take only a few days but preparing the area for the new culverts for Pyrite Creek under the roadway would take additional time.

**Phase 3** (4 months) would be improving the south side of the roadway by saw cutting the pavement, grading the planned road alignment, removing the existing paving, and installing new sub-base in preparation of installing the new wider roadbed along with curb, gutter and trail improvements and the south half of the proposed box culverts. The initial grading effort would take only a few days but preparing the area for the new culverts for Pyrite Creek under the roadway would take additional time.

**“Worst Case Conditions”** to be used for estimating air quality and other impacts from the Project include:

- The specific beginning and end dates of the project are not known, but the entire Project is expected to take 200 working days from beginning to end.
- The “total area disturbed” would be 9.4 acres based on the designed grading limits (409,470 square feet).
- The “area newly disturbed” would be 5.6 acres based on the total area disturbed (9.4 acres) minus the area already disturbed (3.8 acres).
- The “maximum area newly disturbed in one day” would be as follows:
  - Stage 1 – 0.05 acres per day for 3 days of initial grading.
  - Stage 2 – 0.8 acres per day for 5 days of initial grading.
  - Stage 3 – 0.27 acres per day for 5 days of initial grading.
- Project grading is expected to be balanced onsite but grading for box culverts may result in up to 1,000 cubic yards of soil exported from the site over approximately 7 days or a maximum of 200 cubic yards in one day.
- The import of up to 9,000 tons of asphalt over a period of 6 days (average 1,500 tons per day).

## Discretionary Approvals Required

The City of Jurupa Valley is the lead agency under CEQA and is responsible for planning and implementing the Project, and approving the following discretionary actions to implement the Project:

Adoption of the Mitigated Negative Declaration.

Adoption of a mitigation monitoring and reporting program.

Other public agencies may also have discretionary authority over the Project or aspects of the Project and are considered responsible agencies. The MND can be used by the responsible agencies to comply with CEQA in connection with permitting or approval authority over the Project.

In addition, as indicated in Table A, Potential Subsequent Project Permitting, the Project would likely require subsequent approvals/regulatory permitting from the following agencies; U.S. Army Corps of Engineers (USACE); U.S. Fish and Wildlife Service (USFWS); State Water Resources Control Board through the Santa Ana Regional Water Quality Control Board (RWQCB); California Department of Fish and Wildlife (CDFW); and Riverside County Flood Control and Water Conservation District (RCFCWCD).

## Chapter 3

# Environmental Analysis

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1. Project Title: Limonite Avenue Widening Project - Bain Street to Homestead Street
2. Lead Agency Name and Address: City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509
3. Contact Person and Phone Number: Chase Keys, PE, Assistant Engineer  
(951) 332-6464 x235
4. Project Location: Located on Limonite Avenue from Bain Street to Homestead Street in the City of Jurupa Valley, County of Riverside, California.
5. Project Sponsor's Name and Address: City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509
6. General Plan Designation: General Plan Mobility Element—Urban Arterial.
7. Zoning: The City's Zoning Ordinance does not regulate the establishment of roadways so zoning does not apply.
8. Description of Project: Widening and improvements to an existing roadway (See Chapter 2)
9. Surrounding Land Uses and Setting: Land uses include the Santa Ana River and Hidden Valley Wildlife Area to the south and southwest. Rural residential land, much of which is vacant, is located along the north side of the roadway. The Paradise Knolls Golf Course is located southeast of the site. A wastewater treatment facility operated by the Jurupa Community Services District and the Joint Activity Training Center (JATC) are located along the south side of the roadway.
10. Other Public Agencies Whose Approval is or may be Required: State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) Permit. U.S. Army Corps of Engineers 404 Permit, U.S. Fish and Wildlife Service Incidental Take Permit, Regional Water Quality Control Board 401 Permit, and California Department of Fish and Wildlife Section 1602 Streambed Alteration Agreement.

## Environmental Factors Potentially Affected


The environmental factors<sup>2</sup> checked below would potentially be affected by this project (i.e., the Project would involve at least one impact that is a “Potentially Significant Impact”), as indicated by the checklist on the following pages.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics             | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources   | <input type="checkbox"/> Cultural & Tribal Resources        | <input type="checkbox"/> Geology/Soils                      |
| <input type="checkbox"/> Greenhouse Gases       | <input type="checkbox"/> Hazards and Hazardous Materials    | <input type="checkbox"/> Hydrology/Water Quality            |
| <input type="checkbox"/> Land Use/Planning      | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population/Housing     | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Service Systems          | <input type="checkbox"/> Mandatory Findings of Significance |

## Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed Project MAY have an impact on the environment that is “potentially significant” or “potentially significant unless mitigated” 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. 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 the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

  
Signature

12/5/19  
Date

<sup>2</sup> Based on the State’s most current checklist categories, “energy” use and conservation are addressed under Greenhouse Gas Emissions (VII b) and “wildfire” risks are addressed under Hazards (VIII h).

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Printed Name

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For

## Evaluation of Environmental Impacts

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the Project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the Project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or

outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce a significant or potentially significant impact to a less than significant level.

The following information is provided to supplement the Evaluation of Environmental Impacts discussed above.

### **Thresholds of Significance**

Thresholds of significance are identifiable quantitative, qualitative or a performance level of a particular environmental effect or impact. Non-compliance with a threshold means the impact would normally be determined to be significant and, conversely, compliance with a threshold means the effect would normally be less than significant (Guidelines §15064.7). The City relies upon the specific questions relating to environmental impact areas listed in Appendix G of the State CEQA Guidelines to determine a level of significance.

### **Environmental Baseline**

To adequately determine the significance of a potential environmental impact, the environmental baseline must be established. State CEQA Guidelines Section 15125(a) states in pertinent part that the existing environmental setting would normally constitute the baseline physical conditions by which a lead agency would determine if an impact is significant. Therefore, the environmental baseline for this Project constitutes the existing physical conditions as they exist at the time that the environmental process commenced.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>I. Aesthetics</b>				
Would the Project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project:

#### **a. Have a substantial adverse effect on a scenic vista?**

**No Impact.** The vicinity of the Project includes a number of scenic resources, including the Santa Ana River and Hidden Valley Wildlife Area to the south and southwest. In addition, the San Gabriel Mountains are visible to the north from certain locations within the City and the Pedley Hills and Jurupa Mountains are generally visible to the north and northeast also from various locations in the City. These uplands are generally considered to be visual or scenic resources for the City (General Plan Section 2). The La Sierra Hills are visible south of the Project area across the Santa Ana River (see Figure 3e, *Site Photographs*).

The State Caltrans Scenic Highways Program website does not indicate any State Designated, State Eligible, or County Eligible scenic highways in the Project study area, including this portion of Limonite Avenue (Caltrans 2018). However, the City General Plan Mobility Element, Figure 3-31, *Scenic Corridors*, indicates Limonite Avenue from Bain Street to just east of Pyrite Creek (a distance of approximately half a mile) is considered a local scenic corridor.

The nature of the proposed Project (i.e., a flat roadway) is such that it would not obstruct any scenic views for travelers in the area, therefore, there would be no impact on scenic vistas.

#### **b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings along a scenic highway?**

**Less Than Significant Impact.** Limonite Avenue is not designated or eligible scenic highway/route as classified by the State or County and there are also no officially designated state scenic highways within the immediate vicinity of the proposed Project (Caltrans 2018)(County 2008). As previously indicated in Response I.a., however, the City's General Plan indicates that Limonite Avenue within the western portion of the Project study area is designated a local scenic corridor (City 2017). The proposed Project site is

relatively flat and surrounded by a mostly urban built environment, and there are no other scenic resources, including trees or rock outcroppings, within or adjacent to the Project area that would be affected by work on or operation of the widened roadway. Therefore, potential impacts related to scenic resources within a state scenic highway would be less than significant and no mitigation is required.

***c. Substantially degrade the existing visual character or quality of the site and its surroundings?***

**Less Than Significant Impact.** The Project area is located in a mostly urban built environment (see site photographs in Figure 3a-e). The Project area is characterized by institutional, residential, and open space uses. The proposed Project includes improvements to an existing roadway. The widened roadway would accommodate more traffic which could be considered an incremental degradation of the visual character of the areal; however, Limonite Avenue is designated as an Urban Arterial which allows for four to six travel lanes. Overall, the proposed Project would serve and support existing uses in the Project area and surrounding areas, and as a roadway would not have a substantial negative effect on the existing visual character or visual quality of the Project site and its surroundings. Impacts would be less than significant and no mitigation is required.

***d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?***

**Less Than Significant Impact.** As mentioned above, the Project is located in a primarily urbanized area. The major source of light and glare in the vicinity of the Project site is a result of surrounding residences, businesses to the east and west, occasional street lighting, and headlights from vehicles traveling at night. These uses contribute to existing moderate levels of nighttime lighting. Lighting associated with this road improvement project would be consistent with existing street lighting in the Project vicinity, although there may be incrementally more lighting along the roadway once it is widened compared to what currently exists. The Project area is within the Multiple Species Habitat Conservation Plan (MSHCP) to protect biological resources within western Riverside County, and the Santa Ana River is a major conservation area or resource within the MSHCP. The Project improvement plans (see Appendix A) show the location of new planned street lights, which would utilize standard City design with shielding to ensure ambient lighting in the MSHCP Conservation Area (i.e., Santa Ana River) is not increased. While the proposed Project may include new or replacement lighting, light levels are not expected to increase substantially over existing conditions. Implementation of the proposed Project would result in additional lanes that would carry vehicular traffic. These improvements could result in a moderate increase in lighting and glare from vehicles along the roadway, however, this increase is anticipated to be minimal and consistent with the intended use of the facility (i.e., as a four to six lane roadway) and would be less than significant and no mitigation is required.

II. Agriculture and Forestry Resources	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<p>In determining whether impacts on 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:</p>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Discussion

### Would the Project:

- 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?***

**No Impact.** The California Department of Conservation's Farmland Mapping and Monitoring Program identifies categories of agricultural resources that are significant and therefore require special consideration (FMMP 2018). The Project site and surrounding areas are located in an area designated as "Urban Built-Up Land" and "Other Lands" as classified by the FMMP and the Riverside County Land Information System (RCLIS 2018). According to the FMMP and RCLIS mapping, there are no Prime Farmlands, Unique Farmlands, or Farmlands of Statewide Importance on or adjacent to the Project site, therefore, no impacts would occur.

- b. *Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?***

**No Impact.** The Project site is an existing roadway surrounded by residential, institutional uses, Paradise Knolls Golf Course, the Santa Ana River, and the Hidden Valley Wildlife Area. Some of the land along the north side of the roadway is vacant or has been used for ranching in the past, but there are no agricultural land uses or property under Williamson Act contract currently on or adjacent to the Project site. In any case, the proposed roadway widening would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impacts would occur.

- 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))?***

**No Impact.** The Project site is an existing roadway surrounded by rural residential development, institutional uses, the Paradise Knolls Golf Course, and the Santa Ana River and the Hidden Valley Wildlife Area. No land zoned as forest land or timberland exists within the proposed Project boundaries. The proposed Project would not conflict with existing zoning for forest land or timberland, therefore, no impacts would occur.

- d. *Result in the loss of forest land or conversion of forest land to non-forest use?***

**No Impact.** The Project site is an existing roadway surrounded by residential land, institutional uses, the Santa Ana River, and the Hidden Valley Wildlife Area. There are no areas zoned as forest land or timberland within or adjacent to the proposed Project boundaries. The proposed Project would not conflict with existing zoning for forest land or timberland; therefore, no impact would occur.

- 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?***

**No Impact.** There are no agricultural land uses, forest land, or timberland in the vicinity of the proposed Project site, and the proposed Project would not involve other changes in the existing environment that, due to their location or nature, could result in conversion of farmland to non-agricultural use or forest land to non-forest use. No impact would occur.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>III. Air Quality</b>				
When 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:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project:

#### a. *Conflict with or obstruct implementation of the applicable air quality plan?*

**No Impact.** The South Coast Air Quality Management District (SCAQMD) is required, pursuant to the federal Clean Air Act (CAA), to reduce emissions of criteria pollutants for which the South Coast Air Basin (SCAB or Basin) is in nonattainment (i.e., pollutants ozone [O<sub>3</sub>] and particulate matter [PM<sub>10</sub> and PM<sub>2.5</sub>]). The Project would be subject to SCAQMD's Air Quality Management Plan (AQMP), which contains a comprehensive list of pollution control strategies directed at reducing emissions and achieving ambient air quality standards (SCAQMD 2016a). These strategies are developed, in part, based on regional population, housing, and employment projections prepared by the Southern California Association of Governments (SCAG).

A project is consistent with the AQMP if it is consistent with the population, housing, and employment assumptions that were used in the development of the AQMP. The most recent AQMP adopted by SCAQMD (2016 but final dated March 2017) incorporates SCAG's 2012–2035 Regional Transportation Plan (RTP) socioeconomic forecast projections of regional population and employment growth. The 2012–2035 RTP projects that population in the region would grow with the addition of approximately 1.5 million new households by 2035. As the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial Counties, SCAG addresses regional issues related to transportation, the

economy, community development, and the environment. With regard to air quality planning, SCAG has prepared the Regional Comprehensive Plan and Guide (RCPG), which includes Growth Management and Regional Mobility chapters that form the basis for the land use and transportation control portions of the AQMP. These documents are utilized in the preparation of the air quality forecasts and consistency analysis included in the AQMP. Both the RCPG and AQMP are based, in part, on projections originating with county and city general plans. The City's 2017 General Plan Land Use Element and Mobility Element were based on a comprehensive traffic study that included widening Limonite Avenue to four lanes, and the proposed Project is consistent with those previous assumptions.

The proposed Project would be consistent with existing land use designations and transportation assumptions in the City's 2017 General Plan. As such, all potential Project-related emissions would be accounted for in the AQMP, which is crafted to bring the Basin into attainment for all criteria pollutants. Additionally, all construction activities would be in compliance with AQMP regulatory measures, including SCAQMD rules pertaining to fugitive dust (Rule 403), visibility of emissions (Rule 401), nuisance activities (Rule 402), and the limiting of VOC content in both asphalt and architectural coatings (Rules 1108 and 1113). Finally, as discussed below under Response III.b, Project operational emissions would fall below the SCAQMD thresholds of significance. Accordingly, the proposed Project would be consistent with the Projections in the AQMP. No impact would occur with respect to AQMP implementation, and no mitigation measures are required.

***b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?***

**Less Than Significant Impact.** The proposed Project would contribute to air pollutant emissions during short-term construction and long-term operations, as discussed in detail below.

Construction

Project construction has the potential to create air quality impacts through the use of heavy-duty construction equipment and through vehicle trips generated from construction workers traveling to and from the Project site. In addition, fugitive dust emissions would result from site work. Construction activity emissions were estimated using the Road Construction Emissions Model (Version 7.1.5.1) and presented below in Table C. As shown therein, the estimate of construction-period daily emissions would not exceed SCAQMD regional nor local significance thresholds. As such, impacts would be less than significant, and no mitigation measures are necessary.

In addition to the mass daily emissions thresholds established by the SCAQMD, short-term local impacts to nearby sensitive receptors from on-site emissions of NO<sub>2</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> are examined based on SCAQMD localized significance threshold (LST) methodology. To assess local air quality impacts for development projects without complex dispersion modeling, the SCAQMD developed screening (lookup) tables to assist lead agencies in evaluating impacts.

The LST method is recommended to be limited to projects that are five acres or less. For the purposes of an LST analysis, the SCAQMD considers receptors where it is possible that an individual could remain for 1 hour for NO<sub>2</sub> and CO exposure and 24 hours for PM<sub>10</sub> and PM<sub>2.5</sub> exposure. The emissions limits in the lookup tables are based on the SCAQMD's Ambient Air Quality Standards in the AQMP (SCAQMD 2016a). The closest receptors to the Project site include residential uses adjacent to its southern and northern

boundaries of the Project site. SCAQMD's CalEEMod User Guide (SCAQMD 2016b) recommends that when sensitive receptors are located nearer than 25 meters (82 feet) from the Project site, the minimum 25 meter/82 foot distance threshold should be used. The emissions thresholds are for receptors within 25 meters (82 feet) of the Project site; the thresholds for receptors farther away would be higher, and the Project emissions would be a smaller fraction of the thresholds.

Table C shows the maximum daily on-site emissions for construction activities compared with the SCAQMD LSTs with receptors within 25 meters. The Project site involves the total disturbance of 9.4 acres with 5.6 acres of newly disturbed area. However, the thresholds shown are from the SCAQMD "lookup" tables for a site that is based on a maximum of 5 acres. The Project's maximum daily onsite emissions would occur during the grading phase. As shown in Table C, the local emissions from the Project would be less than the local or regional thresholds. Therefore, no significant air quality impacts would result during grading and no mitigation is required.

**Table C. Estimate of Construction Emissions**

Construction Phase	Daily Emissions (Pounds per Day)					
	VOC	NOX	CO	SOX	PM10	PM2.5
Maximum Daily Emissions	7	56	78	<1	12	5
SCAQMD Regional Threshold	75	100	550	150	150	55
SCAQMD Local Threshold (LST)	N/A	270	1,577	N/A	13	8
Exceed Local or Regional Threshold?	No	No	No	No	No	No

Source: SCAQMD CEQA Air Quality Handbook (SCAQMD 1993) and CalEEMod User Guide (SCAQMD 2016b). CalEEMod outputs are provided in Appendix D. N/A = Not Applicable

**Notes:**

VOC: volatile organic compound; NOx: nitrogen oxides; CO: carbon monoxide; SOx: sulfur oxides; PM10: respirable particulate matter with a diameter of 10 microns or less; PM2.5: fine particulate matter with a diameter of 2.5 microns or less.

totals may not add due to rounding.

PM10 and PM2.5 emissions assume compliance with SCAQMD Rule 403.

LST Data is for SCAQMD Source Receptor Area 8, West San Gabriel Valley

### Operation

The SCAQMD has also established significance thresholds to evaluate potential impacts associated with long-term Project operations. Long-term air pollutant emissions come from mobile sources, stationary sources and area sources. Mobile-source emissions are associated with vehicle travel and are a function of the number of vehicle miles traveled (VMT). There is a direct relationship between mobile emissions and VMT. As VMT increases or decreases, so do vehicle-related air pollutant emissions. Examples of major stationary sources are electric power plants, phosphate processing plants, pulp and paper mills, and municipal waste combustors. Minor sources include most asphalt plants, concrete batch plants, and bulk gasoline plants. Area source emissions are those air pollutants emitted from many individually small activities such as gasoline service stations, small paint shops, and consumer use of solvents. Area sources also include open burning associated with agriculture, forest management, and land clearing activities.

With respect to the Project, there would be no trip generation (i.e., new vehicle trips) directly attributed to the proposed Project itself as it is only intended to accommodate anticipated traffic in this portion of

the City. Therefore, there would be no direct Project-related mobile-source emissions. In addition, there would be no stationary or area emissions sources since the Project does not involve the addition of any new land uses or new stationary sources. However, for analysis purposes, the operational emissions presented in Table D show the mobile operational emissions that would occur within the City both “With” and “Without” the Project” and the net daily operational emissions resulting in 2035. The “Without Project” roadway LOS for the year 2035 would likely be LOS F since the existing roadway LOS is already LOS F, while the future “With Project” LOS for 2035 would be LOS D. This improvement in LOS results from increased roadway capacity from two lanes to four lanes which would allow for increased average speeds (i.e., less congesting and idling). The existing miles per hour (mph) for Limonite Avenue is 15 mph. With the addition of two lanes, traffic would move five mph faster than the existing speed to 20 mph on average with the Project. This increase in speed would reduce emission rates. This emission reduction is reflected in the negative net operational emissions presented in Table D for VOC, NOx, PM10, and PM2.5.

**Table D. Peak Daily Operational Emissions**

Source	Emissions (lbs./day)				
	VOC	NOx	CO	PM10	PM2.5
“With Project” 2035 Emissions	0.72	2.96	14.42	0.05	0.05
“Without Project” 2035 Emissions	0.88	3.99	14.23	0.06	0.06
Net Operational Emissions	-0.16	-1.04	0.19	-0.01	-0.01
SCAQMD Significance Thresholds	55	55	550	150	55
Exceed SCAQMD Threshold?	No	No	No	No	No

lbs./day: pounds per day; VOC: volatile organic compounds; NOx: nitrogen oxides; CO: carbon monoxide; SOx: sulfur oxides; PM10: respirable particulate matter 10 microns or less in diameter; PM2.5: fine particulate matter 2.5 microns or less in diameter; SCAQMD: South Coast Air Quality Management District.

Note: SCAQMD CEQA Air Quality Handbook 1993. CalEEMod model data sheets are included in Appendix D.

As shown in Table D, the net operational emissions would be substantially less than the SCAQMD’s operational thresholds for all criteria pollutants. Therefore, the Project’s operational impact on regional emissions would be less than significant, and no additional mitigation is required.

- c. Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?**

**Less Than Significant Impact.** The SCAQMD’s approach for assessing cumulative impacts is based on the AQMP forecasts of attainment of ambient air quality standards in accordance with the requirements of the federal and state Clean Air Acts. As discussed earlier in Response III.a., the proposed Project would be consistent with the AQMP, which is intended to bring the Basin into attainment for all criteria pollutants. CEQA Guidelines Section 15064(h)(3) states “A lead agency may determine that a project’s incremental contribution to a cumulative effect is not cumulatively considerable if the Project will comply with the requirements in a previously approved plan or mitigation program which provides specific requirements that will avoid or substantially lessen the cumulative problem (e.g. water quality control plan, air quality plan, integrated waste management plan) within the geographic area in which the Project is located. Such

plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make specific the law enforced or administered by the public agency.” In addition, the emissions calculated for the proposed Project presented earlier in Table C (construction emissions) are less than the applicable SCAQMD daily significance thresholds, which factor in cumulative effects and are designed to assist the region in attaining the applicable state and national ambient air quality standards. As such, cumulative impacts would be less than significant, and no mitigation measures would be necessary.

***d. Expose sensitive receptors to substantial pollutant concentrations?***

**Less Than Significant Impact.** As discussed earlier in Response III.a., the proposed Project would not contribute to localized air pollutant emissions during construction (short-term) and Project operations (long-term). A discussion of the Project’s potential impacts from toxic air contaminants (TAC) is provided below. The greatest potential for emissions would be related to diesel particulate emissions associated with heavy equipment operations during site grading activities. The SCAQMD does not consider diesel-related cancer risks from construction equipment to be an issue due to the short-term nature of construction activities. Construction activities associated with the Project would be short-term in nature (no more than one year). The assessment of cancer risk is typically based on a 70-year exposure period. Because exposure to diesel exhaust would be well below the 70-year exposure period, project construction is not anticipated to result in an elevated cancer risk to exposed persons due to the short-term nature of construction. As such, project-related toxic emission impacts during construction would be less than significant.

***e. Create objectionable odors affecting a substantial number of people?***

**Less Than Significant Impact.** According to the SCAQMD CEQA Air Quality Handbook (SCAQMD 1993), 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 proposed Project does not include any the above identified uses, and therefore, would not produce objectionable odors during operation. Potential odor emitters during construction activities include asphalt paving and the use of “architectural” coatings (e.g., lane paint) and solvents. SCAQMD Rules 1108 and 1113 limit the amounts of VOCs from cutback asphalt and architectural coatings and solvents, respectively. Given mandatory compliance with SCAQMD rules, no construction activities or materials are proposed that would create a significant level of objectionable odors. As such, potential impacts during short-term construction would be less than significant assuming compliance with established regulations from the SCAQMD. No mitigation measures are required.

IV. Biological Resources	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Project area is within the County's Multiple Species Habitat Conservation Plan (MSHCP) which was developed to protect biological resources within western Riverside County (including Jurupa Valley), and the Santa Ana River is a major conservation area or resource within the MSHCP. The information in this section was derived from the *Habitat Assessment for the Limonite Widening – Bain Street to Homestead Street Project* prepared by Psomas (October 2018) based on the requirements of the MSHCP. As a result of that assessment, Psomas conducted focused surveys for sensitive plants, least Bell's vireo, and burrowing owl during the spring 2019 season (Psomas 2019a-c). The MSHCP requires that projects be evaluated for specific factors to assess how they meet MSHCP criteria. This information is used to determine whether a project site should be acquired as part of the habitat reserve or whether it should be allowed for development. This habitat assessment (HA) can also assist the Lead Agency to determine whether additional mitigation is required for Criteria Area or Additional Survey Needs Species. According

to the Regional Conservation Authority (RCA) MSHCP Information Tool, the proposed Project is not located in a designated MSHCP “Criteria Area.” This HA includes the following specific assessments:

- riparian/riverine areas and vernal pools plus associated species for both habitat types pursuant to MSHCP Section 6.1.2;
- urban/wildlands interface issues pursuant to MSHCP Section 6.1.4; and
- waters under the jurisdictions of the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and/or the California Department of Fish and Wildlife (CDFW) as discussed in MSHCP Section 6.1.2.

In addition, the MSHCP Additional Survey Needs and Procedures identify the following species-specific survey areas within the MSHCP Plan Area which were conducted as part of the HA:

- Narrow Endemic Plants including the San Diego ambrosia (*Ambrosia pumila*), Brand’s star phacelia (*Phacelia stellaris*), and San Miguel savory (*Clinopodium chandleri*); and
- burrowing owl (*Athene cunicularia*).

The HA found 61.8 total acres of following vegetation types and other landcovers that occur in the study area: non-native grassland, ruderal, riparian scrub, ornamental/mulefat scrub, flood control channel, lined basin, disturbed, livestock feedyard, golf course/ornamental, developed/ornamental, and developed (see Figure 7). The Project study area (i.e., the roadway and a 250-foot wide buffer on each side of the roadway) provides low to moderate quality habitat for wildlife species due to the limited amount of native plant communities, the disturbed nature of part of the study area, and surrounding urban development. Wildlife species present are expected to be relatively tolerant of human activity. However, high quality habitat along the Santa Ana River is located nearby and wildlife, including less common species, may move between that area and the study area.

## Discussion

### Would the Project:

- 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?**

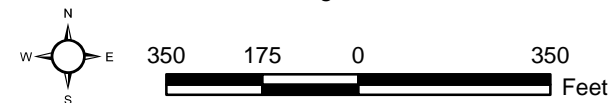
**Less Than Significant Impact With Mitigation Incorporated.** The Project study area includes the Limonite Avenue roadway plus and an additional 250-foot buffer on either side of the roadway to enable evaluation of potential indirect and cumulative effects from the proposed Project. The Project study area includes rural residences, vacant land, institutional uses, and open space. There are ornamental trees and generally low-density, ornamental to weedy vegetation, paved and unpaved streets and driveways, fallow graded lots, a wastewater treatment facility, a cattle feed lot, and the Santa Ana River south of Limonite Avenue and just south of the southern margin of the study area.

Prior to fieldwork, literature reviews were conducted to identify special-status plants, wildlife, and habitats known to occur in the vicinity of the Project site. The literature reviews included the California Native Plant Society (CNPS) Inventory of Rare and endangered Plants (CNPS 2018), California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB) (CDFW 2018a), the most recent Special Animals list (CDFW 2018c), and U.S. Fish and Wildlife Service (USFWS) listed species occurrence information (USFWS 2018).

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**Vegetation Types and Other Areas**  
 Limonite Avenue Widening – Bain to Homestead Project



**Figure 7**



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In addition, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service Soil Survey Geographic database (USDA 2018) was reviewed to identify the soil series that occurs in the study area. As part of the HA, a site assessment of the study area was conducted on September 6, 2018 to assess current site conditions, evaluate plant and wildlife species present, map vegetation types, delineate potential jurisdictional resources and evaluate the potential of the Project site to support sensitive and special-status species.

Based on the improvements shown in Figures 5a-d, the Project would remove approximately 9.3 acres of disturbed land and 0.14 acre of riparian scrub which is the only native vegetation that would be impacted by construction.

### MSHCP Resources

The Riverside County Board of Supervisors approved the MSHCP in 2003 and received permitting approval from the U.S. Fish and Wildlife Service (USFWS) in June 2004. This plan establishes Criteria Areas (i.e., reserves) to adequately conserve many species listed as Threatened and Endangered by the USFWS and the CDFW. Impacts on Covered Species would be considered fully mitigated with the City's participation in the MSHCP program. With the exception of a few species, such as least Bell's vireo (*Vireo bellii pusillus*), which is a Riparian/Riverine species), focused surveys are not required for Covered Species and no additional permitting would be necessary.

At the time the MSHCP was approved in 2003, Jurupa Valley was unincorporated but has since incorporated as a new City in 2017, therefore, the City of Jurupa Valley is responsible for implementing the MSHCP within its boundaries. The study area is located in the MSHCP's Jurupa Area Plan but it is not in an Area Plan Subunit. The study area is adjacent to Existing Core A which consists of Prado Basin and the Santa Ana River and functions as a Linkage for wildlife movement connecting Orange County to the west with San Bernardino County to the north. This Core is constrained on all sides by existing urban development and agricultural use. The area south of Limonite Avenue and west of the San Sevaine Flood Control Channel is designated Public/Quasi-Public land.

### Riparian/Riverine Resources

The HA determined that the San Sevaine Flood Control Channel and the lined pond of the Jurupa Community Services District (JCSD) were artificial structures, unvegetated, and would not be impacted by construction of the Project (Psomas 2018). Therefore, no further action is required relative to these facilities. However, Pyrite Creek contains riparian vegetation and is considered a Riparian Resource. According to the improvement plans shown in Figures 5a-d, the Project would remove approximately 0.14 acre of riparian scrub along Pyrite Creek. The creek, including the portion adjacent to Limonite Avenue, provides marginal habitat for wildlife species associated with riparian/riverine resources (i.e., least Bell's vireo) and it is connected to larger areas of intact habitat in the Santa Ana River to the south. Therefore, pursuant to the MSHCP, a focused survey for least Bell's vireo was conducted in spring/summer 2019 (Psomas 2019b). The least Bell's vireo was not observed within the study area; however, it was observed approximately 1,100 feet south and outside of the study area. Because it occurs in the vicinity, it could occur in the study area in the future. The HA determined the habitat in the study area was not extensive enough to have potential for southwestern willow flycatcher (*Empidonax traillii extimus*) or western

yellow-billed cuckoo (*Coccyzus americanus occidentalis*). Impacts to these resources are potentially significant and require mitigation.

#### Jurisdictional Resources

The HA determined the San Sevaire Channel and the JCSD lined pond are jurisdictional features but do not have riparian/riverine resources and would not be impacted by the Project construction (Psomas 2018). However, Pyrite Creek would be impacted and is likely subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and the CDFW. According to Figure 5a-d, the Project would impact approximately 0.10 acre of land in Pyrite Creek under the jurisdiction of the USACE and RWQCB, and 0.26 acre of land in Pyrite Creek under CDFW jurisdiction. These impacts are potentially significant and require mitigation (i.e., Project construction would require environmental permitting from these regulatory agencies prior to initiation of project construction). The HA determined there were no other jurisdictional features within the Project study area.

#### Vernal Pools

A former livestock watering pond in the western portion of the study area, along the north side of Limonite Avenue, is listed in the National Wetlands Inventory (USFWS 2019) as a freshwater pond and may provide suitable habitat for Riverside fairy shrimp (*Streptocephalus woottonii*). The pond covers 0.06 acre (2,600 square feet). It should be noted this former pond does not meet the federal requirements to be considered a vernal pool. Based on the proposed Project design, this former pond would be impacted and a focused survey for fairy shrimp would be required under the MSHCP. If listed fairy shrimp are present, impacts to the pond should be avoided or a DBESP would be required if avoidance is not feasible. This impact is potentially significant and requires mitigation.

It should be noted that legal access to the pond site was not granted by the property owner during preparation of the Initial Study, therefore, the mitigation recommends conducting protocol surveys of the pond area for fairy shrimp and taking specific actions (i.e., establishing performance standards) based on the results of those surveys prior to initiation of construction.

#### Special-Status Plants

According to the MSHCP focused plant surveys are required for Narrow Endemic plant species if suitable habitat is present in the study area. The HA found potentially suitable habitat for the San Diego ambrosia, Brand's star phacelia and San Miguel savory. A focused survey was conducted to determine the presence/absence of these species in the study area; no Narrow Endemic plant species or other special status plant species were observed. The HA determined that there was no suitable habitat for other special status species not covered by the MSHCP (Psomas 2019a).

#### Special-Status Wildlife

Seven species reported in the literature review are California Species of Special Concern. Two species, the burrowing owl and Stephen's kangaroo rat, are covered by the MSHCP and addressed below. The other five species are not covered by the MSHCP but have been reported in the surrounding region, so they are addressed in this section as well.

**Burrowing Owl (BUOW).** The HA determined the Project study area contained suitable habitat for BUOW. A focused survey was conducted in spring/summer 2019 and no BUOW were observed. Therefore, no

BUOW currently occur in the study area (Psomas 2019c). However, BUOW move burrows seasonally and are known from the vicinity, so they have potential to occur in the future. A pre-construction survey would be required to confirm the absence of BUOW prior to the initiation of construction.

**Stephens' Kangaroo Rat (SKR).** In response to the federal listing of Stephens' kangaroo rat (*Dipodomys stephensi*), the Riverside County Habitat Conservation Agency (RCHCA) was formed to acquire and manage habitat for SKR and other associated special status species. The RCHCA's SKR Habitat Conservation Plan (HCP) was developed to meet the requirements of the program's Federal Endangered Species Act Section 10(a) permit and is managed by the RCHCA. The HCP establishes a Reserve System where activities in the core reserve areas are limited and/or restricted. Areas outside the Reserve System are within a designated Fee Area. The Project study area is not located within the Reserve System but is within a designated Fee Area. Therefore, a focused survey for SKR is not required and all potential impacts are mitigated through the RCHCA by payment of an MSHCP mitigation fee.

**California black rail (*Laterallus jamaicensis coturniculus*)** is a State-listed Threatened species that occurs where perennial water and dense vegetation for nesting are present. However, suitable habitat for this species is not present and so it is not expected to occur in the study area. This impact is less than significant and no mitigation is needed.

**Santa Ana speckled dace (*Rhinichthys osculus*)** can occur in permanently flowing streams with shallow cobble and gravel riffles such as the nearby Santa Ana River. Although unlikely, it is possible this species may occur in Pyrite Creek during periods of high flows. The HA recommended that construction of the box culverts for Pyrite Creek be scheduled during the dry season when there is no flow in the channel to avoid impacts on this species. Although this impact is considered less than significant, mitigation would be added to address timing of the box culvert construction.

**Southern California legless lizard (*Anniella stebbinsi*)** suitable habitat for this species does occur in the study area. If present, impacts would be limited and would not reduce regional populations below self-sustaining levels. Therefore, impacts on this species are less than significant and not expected limit road construction (i.e., no mitigation is needed).

**California glossy snake (*Arizona elegans occidentalis*)** occurs in a range of scrub and grassland habitats, and suitable habitat does occur in the study area. However, all reported occurrences within 20 miles are from the 1930s and 1940s so this species has low potential to occur in the study area and impacts are not expected to represent a constraint on road construction. This impact is less than significant and no mitigation is needed.

**Yellow rail (*Coturnicops noveboracensis*)** occurs in freshwater marshes, meadows, and seeps, but no appropriate habitat is present so the species is not expected to occur onsite. This impact is less than significant and no mitigation is needed.

**Various bat species.** The Project study area does contain suitable foraging habitat for western mastiff bat, western yellow bat, and pocketed free-tailed bat. However, the areas of the Project that would be directly affected by road and culvert construction have no buildings or other structures that bats would utilize. Therefore, potential impacts on these species would be limited, of short duration, and would not reduce

regional populations below self-sustaining levels. This impact is less than significant and does not require mitigation.

#### Nesting Raptors

Trees in the Project study area may be used for nesting by raptors and state regulations prohibit activities that “take, possess or destroy” any raptor nest or egg. The noise and disturbance associated with road construction may also disturb a nesting raptor if present immediately adjacent to the actual Project impact area. If construction would occur during the nesting season, generally between February 1 and June 30, a pre-construction survey is required to ensure that no raptor nests are impacted. If an active nest is present, construction would have to be temporarily restricted in the immediate vicinity of the nest until raptor nesting is completed. Implementation of mitigation measure BIO-11 would reduce this potentially significant impact to less than significant.

#### Migratory Bird Treaty Act

The Project study area has potential to be used by nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Birds have potential to nest in any of the study area’s vegetation, bare ground, and also on adjacent structures. The MBTA prohibits activities that result in the direct take (i.e., killing or possession) of a migratory bird. If construction would occur during the peak bird nesting season (March 1 to June 30, as defined by Section 7.5.3 of the MSHCP), a pre-construction survey would be required to ensure that no nests were impacted. If an active nest was present, construction would have to be restricted in the immediate vicinity of the nest. Implementation of mitigation measure BIO-11 would reduce this potentially significant impact to less than significant.

#### Other MSHCP Issues

**Urban/Wildlands Interface.** Indirect impacts, often called “edge effects,” are those that affect the quality of nearby wildlife habitat resulting from disturbance by construction such as noise, dust, and urban pollutants and/or the long-term use of the site. Widening a roadway in proximity to an MSHCP Conservation Area may result in edge effects that adversely affect biological resources within the MSHCP Conservation Area. The proposed Project is 1,200 feet from Existing Core A on its east end and 370 feet from Core A on the west end, and the western end of the study area is adjacent to Public/Quasi-Public Lands. Construction activities have the potential to generate edge effects that may impact Public/Quasi-Public Lands which support listed or otherwise sensitive species. Therefore, this impact is potentially significant and the City would implement the Urban/Wildlands Interface Guidelines in Section 6.1.4 of the MSHCP as mitigation to avoid these edge effects.

**Drainage/Toxics.** Stormwater runoff from construction and operation of the proposed Project (i.e., the widened roadway) have the potential to adversely affect water quality of the onsite drainages and the downstream Santa Ana River (i.e., MSHCP Existing Core A). The storm drain system of the improved roadway is designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources or ecosystem processes within the MSHCP Conservation Area. Specific measures to protect short- and long-term water quality are addressed in Section IX, *Hydrology and Water Quality* (Mitigation Measure HYD-1 and Policies, Plans, and Programs 3.9-1 through 3.9-4) as well as BIO-10 (see below).

**Lighting.** Night lighting would be directed away from the MSHCP Conservation Area to protect species within the MSHCP Conservation Area from direct night lighting. The Project improvement plans (see Appendix A) show the location of new planned street lights, which would utilize standard City design with shielding to ensure ambient lighting in the MSHCP Conservation Area is not increased. While the proposed Project may include new or replacement lighting, light levels are not expected to increase substantially over existing conditions. Therefore, no mitigation measures are required.

**Noise.** The proposed Project would incrementally increase noise along the improved roadway which could affect the MSHCP Conservation Area. The Project improvement plans show no noise or visual walls are proposed as part of this Project at this time. For planning purposes, noise levels within the MSHCP Conservation Area would not exceed residential noise standards as they relate to adjacent land uses along this portion of Limonite Avenue.

**Invasive Species.** Ornamental landscaping may introduce new invasive species to the surrounding open space. Invasive species have the potential to spread into the surrounding natural open space and displace native species, hybridize with native species (thereby impacting the genetic integrity of the native species), alter biological communities, or alter ecosystem processes. This could degrade the quality of the adjacent vegetation associated with the Santa Ana River (MSHCP Existing Core A). The current Project plans do not show any landscaping planned at this time, so there would be no potential impacts in this regard and no mitigation is required. However, Mitigation Measure BIO-10 includes language to address landscaping if it is added to the Project in the future.

**Barriers.** New or modified land uses adjacent to the MSHCP Conservation Area are expected to incorporate barriers where appropriate to minimize unauthorized public access, domestic animal predation, illegal trespass or dumping in the MSHCP Conservation Area. However, the proposed roadway Project itself does not propose any physical barriers, native landscaping, rocks/boulders, fencing, or walls adjacent to the Santa Ana River. Therefore, the Project would have no impacts in this regard and no mitigation is required.

Given the nature of the proposed Project, i.e., the widening of an existing road, an increase in human activity and unauthorized access to adjacent open space areas is not expected to increase above existing conditions.

#### Summary of Impacts and Mitigation

The Habitat Assessment for the proposed Project determined there could be significant or potentially significant impacts to the following biological resources:

- Riparian/Riverine Resources (loss of 0.14 acre of riparian scrub);
- least Bell's vireo (listed species);
- Pyrite Creek (impact 0.10 acre USACE/RWQCB and 0.26 acre CDFW jurisdictional land);
- Fairy Shrimp (former livestock pond);
- Narrow Endemic Plants (spring survey for NEP);
- Burrowing Owl (presence/absence survey);

- Stephens' Kangaroo Rat; and
- Raptors and Nesting Birds.

Therefore, the proposed Project would implement the following mitigation:<sup>3</sup>

**BIO-1 Riparian/Riverine Resources.** Prior to the start of road construction, the City shall investigate alternative designs for the two Pyrite Creek culverts that would reduce or eliminate impacts to jurisdictional resources and/or wildlife movement along the creek. If alternative designs are not feasible, the City shall prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP) report to identify specific impacts to riparian/riverine resources and recommend appropriate onsite and/or offsite compensation per the MSHCP. The DBESP report shall describe the proposed project's direct and indirect effects on riparian/riverine resources; demonstrates why avoidance is not feasible; minimization and compensation through minimization and/or compensation through restoration or enhancement; and a finding demonstrating that the mitigation would be biologically equivalent or superior to the habitat that would be impacted. Mitigation may include, but would not be limited to, (1) purchase of credits at a resource-agency approved conservation bank; (2) preservation of an existing riparian/riverine resource location; (3) enhancement of habitat at a known riparian/riverine resource location; and/or (4) creation of new riparian/riverine resource. The DBESP shall also describe monitoring requirements and performance criteria associated with the proposed mitigation. The City shall submit the DBESP to the RCA for review and approval. Prior to the approval of a DBESP, the Riverside County Resource Conservation Authority (RCA) shall provide the DBESP to the USFWS and CDFW for a 60-day review and response period. The City shall obtain approval on the DBESP prior to the initiation of construction. In consultation with the RCA, the City may include Least Bell's Vireo under BIO-2 and Fairy Shrimp under BIO-4. The City shall obtain an approved DBESP prior to starting grading for the improved roadway within 200 feet of Pyrite Creek.

**BIO-2 Least Bell's Vireo.** Prior to the start of road construction, the City shall investigate alternative designs for the two Pyrite Creek culverts that would reduce or eliminate impacts to least Bell's vireo (LBV) habitat along the creek. If alternative designs are not feasible, construction should occur between August 1 and April 9 which is outside the LBV breeding season if feasible. Pursuant to MSHCP guidelines, a focused LBV survey is required if construction would occur during the breeding season which is between April 10 and July 31. If a focused survey determines that the site is occupied, per MSHC Section 9 at least 90 percent of the occupied portions of the site that provide for the long-term conservation value for the identified species shall be conserved in a manner consistent with conservation of the species. If 90 percent of occupied habitat cannot be avoided, then the City would prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP) report to identify specific LBV impacts and recommend appropriate onsite and/or offsite compensation per the MSHCP. The DBESP report shall describe the proposed project's direct and indirect effects on LBV; demonstrates why avoidance is not feasible; minimization and compensation through

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<sup>3</sup> These measures are based on Recommendations 1-11 in the Project Habitat Assessment (Psomas 2018).

minimization and/or compensation through LBV habitat restoration or enhancement; and a finding demonstrating that the mitigation would be biologically equivalent or superior to the habitat that would be impacted. Mitigation may include, but would not be limited to, (1) purchase of credits at a resource-agency approved conservation bank; (2) preservation of an existing LBV conservation area; (3) enhancement of habit at a known LBV location; and/or (4) creation of new LBV habitat. The DBESP shall also describe monitoring requirements and performance criteria associated with the proposed mitigation. The City shall submit the DBESP to the RCA for review and approval. Prior to the approval of a DBESP, the Riverside County Resource Conservation Authority (RCA) shall provide the DBESP to the USFWS and CDFW for a 60-day review and response period. The City shall obtain approval on the DBESP prior to the initiation of construction. In consultation with the RCA, the City may include Riparian/Riverine Resources under BIO-1 and Fairy Shrimp under BIO-4. The City shall obtain an approved DBESP prior to starting grading for the improved roadway within 200 feet of Pyrite Creek.

**BIO-3 Jurisdictional Resources.** If feasible, the City would avoid impacts on jurisdictional waters associated with Pyrite Creek. Subsequent to the CEQA process, regulatory permits or approvals would likely be necessary from the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW) for impacts to waters under the regulatory authority of those agencies. Prior to the start of any grading or road construction, the City shall participate in a pre-application meeting with the affected agencies prior to submittal of permit applications to discuss existing conditions, confirm the agencies' jurisdiction over water resources in the study area, discuss impacts to these resources that would result from the project; discuss proposed avoidance, minimization, and mitigation measures to offset these impacts, and to discuss the regulatory permitting process. Following the pre-application meeting, the City of Jurupa Valley would prepare and process the appropriate permits through the appropriate resource agencies. It is possible that additional actions or design restrictions on the Project may be required by the resource agencies regarding impacts to areas under their respective jurisdictions.

**BIO-4 Fairy Shrimp.** If feasible, impacts to the former livestock watering pond would be avoided (south end of APN 162-200-011). If avoidance of the former pond is not feasible, a focused survey for listed fairy shrimp (FS) shall be conducted per MSCHP and other appropriate protocols prior to the start of construction of any roadway segment within 200 feet of the former pond site. The current USFWS survey protocol and MSHCP require one dry season and one wet season survey be completed within a three-year period by a permitted biologist. A dry season survey can be conducted any time of year when the substrate is dry. Based on lack of recent inundation, a wet season survey is not feasible and the USFWS shall be contacted to request a modified protocol survey that would consist of a dry season survey only. If FS are not found in the pond during the dry season survey, it would be concluded no FS are present in the pond and no further surveys or actions are required relative to FS.

If FS are observed during the dry season survey and impacts to their habitat cannot be avoided, direct and indirect impacts on FS habitat and its associated functions and values shall be minimized to the greatest extent possible. Impacts that are unavoidable shall be mitigated such that the lost functions and values are replaced using a Determination of Biologically

Equivalent or Superior Preservation (DBESP). The City shall prepare a DBESP report that describes the proposed project's direct and indirect effects on FS habitat; demonstrates why avoidance is not feasible; provides minimization and/or compensation through restoration or enhancement; and a finding demonstrating that the mitigation would be biologically equivalent or superior to the habitat that would be impacted. Mitigation may include, but would not be limited to, (1) purchase of credits at a resource-agency approved conservation bank; (2) preservation of an existing FS location; (3) enhancement of habitat at a known FS location; and/or (4) creation of FS habitat and relocation of project soils to the creation site. The DBESP shall also describe monitoring requirements and performance criteria associated with the proposed mitigation. The City shall submit the DBESP to the RCA for review and approval. Prior to the approval of a DBESP, the Riverside County Resource Conservation Authority (RCA) shall provide the DBESP to the USFWS and CDFW for a 60-day review and response period. The City shall obtain approval on the DBESP prior to the initiation of construction. In consultation with the RCA, the City may combine the DBESP for FS with the DBESP required under BIO-1 and/or BIO-2.

**BIO-5 Sensitive Plants.** Prior to the start of road construction activities, a focused spring survey for Narrow Endemic Plant (NEP) and sensitive plant species not covered by the MSHCP as having a potential to occur in the Project area shall be conducted. The Project Habitat Assessment identified the following plants for a spring survey - San Diego ambrosia, white rabbit-tobacco, prairie wedge grass, and San Bernardino aster. The survey shall be conducted by a qualified biologist during the appropriate blooming period for all species with potential to occur in the study area. This generally requires multiple surveys between March and July. If a Narrow Endemic Plant species is detected, then impacts to 90 percent of those portions of the project site that provide for long-term conservation value of the NEP shall be avoided. If the 90 percent threshold cannot be met, a Determination of Biologically Equivalent or Superior Preservation (DBESP) would be required to identify appropriate compensation for the impact. If a plant species not covered by the MSHCP is detected, then additional avoidance, minimization, or compensation actions may be required and would be implemented as needed, depending on the species' status and size of the impacted population. The City shall obtain an approved DBESP for sensitive plants prior to starting grading for the improved roadway. In consultation with the Riverside County Resource Conservation Authority (RCA), the City may combine the DBESP for sensitive plants with the DBESP for Riparian/Riverine Resources required under BIO-1, the DBESP for least Bell's vireo under BIO-2, and/or the DBESP for fairy shrimp in BIO-4.

**BIO-6 Burrowing Owl 1.** Pursuant to Section 6.3.2 of the MSHCP, a focused survey for burrowing owl (BUOW) would be conducted prior to the start of Project construction. The survey shall follow the *Burrowing Owl Survey Instructions for the Western Riverside County Multiple Species Habitat Conservation Plan Area* (Riverside 2006). This includes a habitat assessment, which was completed as part of the Project Habitat Assessment, followed by a focused survey for burrows and individual owls. Section 9 of the MSHCP states that if the site contains or is part of an area supporting less than 35 acres of suitable habitat, or the survey reveals that the site and the surrounding area supports fewer than 3 pairs of BUOW, then the onsite owls

would be passively or actively relocated following accepted protocols. If the site supports more than 3 pairs of owls or greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs would be conserved onsite.

**BIO-7 Burrowing Owl 2.** A pre-construction burrowing owl (BUOW) survey shall be conducted by a qualified biologist within 30 days prior to ground disturbance. If BUOW is observed and avoidance is not possible, then the County Resource Conservation Authority (RCA) and Federal and State Wildlife Agencies shall be notified within 24 hours and a qualified biologist retained to prepare and implement a BUOW Protection and Relocation Plan (Plan).

The Plan shall be designed to humanely evict BUOW from all potentially occupied burrows and crevices within the Project study area. Prior to implementation of the Plan, the City shall obtain approval for the methods and timing of the effort by California Department of Fish and Wildlife (CDFW) and the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). Also prior to exclusion, the City would coordinate capturing and tracking the owls onsite and in the vicinity to determine if any active nests occur onsite. Upon receipt of approval and confirmation of no active nests onsite, the Plan biologist would conduct a preliminary survey of the project site. The necessary number of exclusion devices would then be purchased and constructed. Exclusion devices would have one-way doors for each earthen burrow and avian exclusion netting for large rocky outcrops with potential to house burrowing owl. Seven days after door installation, the Plan biologist would remove all the doors and collapse the burrows.

**BIO-8 Stephens' Kangaroo Rat Fee.** Prior to the start of Project grading, the City shall pay the appropriate Stephens's Kangaroo Rat (SKR) fee to the County Resource Conservation Authority (RCA) per the County's established SKR Habitat Conservation Plan (HCP).

**BIO-9 Pyrite Creek Construction.** The City shall limit construction along the Pyrite Creek channel so that no work occurs in the channel itself when surface water is flowing in the channel to avoid potential impacts on Santa Ana speckled dace.

**BIO-10 Indirect MSHCP Effects.** The City shall implement the design guidelines in Section 6.1.4 of the MSHCP to minimize indirect impacts on adjacent Public/Quasi-public lands (i.e., Santa Ana River) including actions related to drainage, toxics, lighting, noise, invasive species, barriers, and grading/land development. The following measures would be incorporated to minimize adverse effect on water quality and the adjacent Public/Quasi-public lands:

- a. **Drainage/Toxics:** A Storm Water Pollution Prevention Plan shall be prepared and implemented, including standard construction Best Management Practices to prevent sediment and petroleum products from entering drainages.
- b. **Invasive Species:** If any landscaping is included as part of the proposed Project, the landscaping plan would be reviewed by a qualified biologist to ensure that invasive species are not included in the plant palette. The Landscape Plan shall also use low water-

using plants to the extent feasible to be consistent with Assembly Bill 1881. In addition, wattles used for erosion control would be certified as weed-free.

**BIO-11 Raptors and Nesting Birds.** Construction should be planned to occur outside the peak nesting season for raptors (February 1 to June 30) and the peak nesting season for birds (March 1 to June 30). If construction would occur between February 1 and June 30, a pre-construction survey for active raptor/bird nests would be required. Restrictions may be placed on construction activities in the vicinity of any active nest until the nest is no longer active, as determined by a qualified Biologist.

#### Summary of Impacts After Mitigation

With implementation of Mitigation Measures BIO-1 through BIO-11, potential impacts related to listed or otherwise sensitive species, 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, would be reduced to less than significant levels.

- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

**Less Than Significant Impact With Mitigation Incorporated.** As outlined in Item a. above, implementation of the proposed Project may have potentially significant impacts on one or more listed or otherwise sensitive species of plant or animal. Project construction would remove 0.14 acre of riparian scrub (i.e., riparian/riverine resources) associated with Pyrite Creek. It would impact 0.10 acre of land under USACE/RWQCB jurisdiction and 0.26 acre of land under CDFW jurisdiction. However, implementation of Mitigation Measures BIO-1 through BIO-11 would reduce potential impacts on riparian habitat or other sensitive natural communities, including adjacent resources of the Santa Ana River, to less than significant levels, and no additional mitigation is required.

- c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?***

**Less Than Significant Impact With Mitigation Incorporated.** The Project Habitat Assessment (HA) found no federally protected wetlands or vernal pools within the boundaries of the Project study area. However, it did find a former livestock watering pond that was listed on the National Wetlands Inventory. The HA indicated this feature has no downstream connectivity, is not a vernal pool, and did not meet the parameters of a federal wetland. However, the proposed Project may have significant impacts on listed fairy shrimp species if they are present in this former pond. Therefore, Mitigation Measure BIO-4 (Fairy Shrimp) is recommended to reduce potential impacts on this resource to less than significant levels.

In addition, the HA concluded that regulatory permitting through the various wildlife agencies would be needed for impacts to Pyrite Creek unless the Project is redesigned (i.e., currently proposed for two box culverts). However, implementation of Mitigation Measures BIO-1, -2, -3, -9, and -10 would reduce

potential impacts on resources that fall under the Clean Water Act, including potential indirect impacts on the nearby Santa Ana River, to less than significant levels, and no additional mitigation is required.

***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?***

**Less Than Significant Impact.** There are no identified wildlife corridors within or adjacent to the Project study area, although some smaller wildlife may travel along the Pyrite Creek channel at times. The Santa Ana River is a biologically important corridor for plant and wildlife connectivity and movement in Riverside County. The Project study area is approximately 370 feet north of the River's floodplain on the east end of the study area and 1,200 feet north of the floodplain on the west end. Due to these distances and location relative to the River, it is unlikely the proposed Project would appreciably affect any animal movement. Therefore, the Project would not have any significant direct or indirect impacts on wildlife movement or corridors and no mitigation is needed.

***e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?***

**No Impact.** There are no oak or other native trees or woodlands within the Project site. The City does not have an adopted tree protection or preservation ordinance, but they implement the following General Plan policies on a case by case basis. To date under Policy COS 1.2 the City has not designated any species of significant trees but the policy is still in place in case one or more species are designated in the future:

- **COS 1.2 -Protection of Significant Trees:** Protect and preserve significant trees, as determined by the City Council upon the recommendation of the Planning Commission. Significant trees are those trees that make substantial contributions to natural habitat or to the urban landscape due to their species, size, or rarity. In particular, California native trees should be protected.
- **COS 1.3 - Other Significant Vegetation:** Maintain and conserve superior examples of vegetation, including: agricultural wind screen plantings, street trees, stands of mature native and non-native trees, and other features of ecological, aesthetic, and conservation value.
- **LUE 11.12 - Natural Features.** Require development projects, including public projects, utilities, and earthworks/ grading, to protect and preserve natural features, such as unique natural terrain, rocky outcrops, ridgelines, drainage ways, mature trees, and native vegetation, wherever possible, particularly where they provide continuity with more extensive regional systems.

The proposed Project would not remove any significant native or large trees although some bushes and weedy vegetation would be removed as the existing roadway and shoulder areas along the south side of Limonite Avenue are cleared prior to new road construction/widening. There would be no significant impacts in this regard and no mitigation is required.

***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?***

**Less Than Significant Impact With Mitigation Incorporated.** The entire project site lies within the boundaries of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The

MSHCP is a comprehensive, multi-jurisdictional Habitat conservation Plan focusing on conservation of species and their associated habitats in western Riverside County. The MSHCP allows for the County of Riverside and cities within the plan area (including Jurupa Valley) to manage local land-use decisions and maintain a strong economic climate while addressing the requirements of the state and federal Endangered Species Acts. The MSHCP is one of several large, multi-jurisdictional habitat-planning efforts in southern California with the overall goal of maintaining biological and ecological diversity within a rapidly urbanizing region.

A review of the MSHCP was performed prior to field work. Within the MSHCP boundaries, the Project site lies within the Jurupa Area Plan and is adjacent to Public/Quasi-Public (PQP) lands (County of Riverside Parks and Recreation). The Project site is not within an MSHCP Criteria Cell or Linkage, although it is adjacent to Existing Core A which comprises the nearby Santa Ana River.

The Santa Ana River Regional Wildlife Refuge Area (SARRWRA) is located southwest of the Project study area. Under the MSHCP, this area is referred to as Existing Core A and is identified as important habitat for a wide range of species covered under the MSHCP. The widening improvement proposed to Limonite Avenue is a covered activity under the MSHCP, with Limonite Avenue classified as an urban arterial with an ultimate 152-foot right-of-way (ROW). Improvement of this segment of Limonite Avenue would have no direct physical impacts on the SARRWRA. These PQP lands occur within an area designated Existing Core A. The Project improvement plans (see Appendix A) do not show any PQP lands that would be impacted by construction of the proposed Project. Potential impacts of the Project on all applicable resources and topics of the MSCHP are outlined in Section (a) above. Based on the preceding analysis, the Project would have less than significant impacts in this regard and no additional mitigation is required (i.e., other than Mitigation Measures BIO-1 through BIO-11).

<b>V. Cultural Resources</b>	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The information in this section was derived from the *Cultural Resources Survey Report* for the Limonite Avenue Widening Project, Bain Street to Homestead Street, by Psomas dated November 1, 2018. Note that the mitigation recommended in this section is consistent with the measures outlined in the Psomas study.

## Discussion

### Would the Project:

#### **a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?**

**Less Than Significant Impact With Mitigation Incorporated.** A cultural resources field survey and literature records search were conducted for the proposed Project (Psomas 2018). The records search was conducted at the Eastern Information Center, located at the University of California, Riverside. The records search included a review of all available cultural resource surveys and excavation reports and site records for an area within a 0.5-mile radius of the Project area. No historic resources listed on the National Historic Register of Historic Places or the California Register of Historical Resources were present within the proposed Project area or the 0.5-mile search radius. There are also no California Historic Landmarks, California Points of Historic Interest, or any locally designated historic resources within the proposed Project area or the 0.5-mile search radius.

One historical resource was identified through the archaeological record search. The Pfennighausen Ranch, resource P-33-18664, is located within the Project study area boundaries and consists of a craftsman-influenced single-family residence originally constructed in 1913, a shed constructed around 1930 with an adjoining corral constructed by 1948, portions of an original well, and a Quonset hut. This study did not include a field study to assess the property, but the site was recorded and assessed in 2010. The results of the 2010 field study concluded that the resource fails to meet the qualifications for significance due to the alterations made to the built structures over the years and the vast subdivision of the original parcel. None of the resources that encompass the Pfennighausen Ranch are currently listed, individually or collectively, in either the NRHP or the CRHR. The Project may cause minor impacts to

landscaping and vacant farm property within the Limonite right-of-way. However, the overall value of the resources would not be devalued because they are not currently eligible for listing. Therefore, the Project would not impact any significant historic resources.

It should be noted that the Project area may contain buried resources associated with the Pfennighausen Ranch which may provide valuable information regarding early 20<sup>th</sup> century ranching. Therefore, the potential for encountering significant buried historic era resources is plausible when developing within native sediment. Implementation of Mitigation Measures CUL-1 and CUL-2, which describe the archaeological monitoring procedures and treatment plan if a cultural resource is inadvertently discovered, is recommended. Implementation of these measures would reduce any potential impact to a less than significant level.

**CUL-1 Archaeological Monitoring.** A qualified archaeologist (the “Project Archaeologist”) shall be retained by the City Planning Department prior to the start of construction. The City shall identify culturally sensitive areas prior to retaining a qualified archaeologist based on the anticipated excavation/grading depths. The City shall provide the locations and anticipated depths of all areas that require Archaeological Monitoring to the Project Archaeologist prior to the start of construction.

The Project Archaeologist shall monitor all ground-disturbing activities within the Culturally Sensitive Areas identified by the City. If archaeological resources are encountered during the implementation of the Project, ground-disturbing activities would be temporarily redirected from the vicinity of the find. The Project Archaeologist would 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, CUL-2 shall apply.

**CUL-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 Project Archaeologist and the City Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the Project 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.

**b. *Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?***

**Less Than Significant Impact with Mitigation Incorporated.** As described previously, a records search was conducted through the Eastern Information Center located at the University of California, Riverside in October 2018. No significant archaeological resources are present on the surface of the Project area. The results of the records search and literature review of documents on file at the EIC indicate 11 historic-era archaeological sites/cultural resources are recorded within one mile of the Project area. One resource, the Pfennighausen Ranch, resource P-33-18664, was identified within the Project area. However, the components of the ranch no longer retain the necessary integrity to qualify as a significant historic-era archaeological site. Although the Project would not impact any known significant archaeological resources, there is a possibility that historical and/or archaeological material would be uncovered during ground-disturbing activities for the proposed Project. Thus, implementation of CUL-1 and CUL-2, which describe the archaeological monitoring procedures and treatment plan if a cultural resource is inadvertently discovered, would reduce any potential impacts to buried resources to a less than significant level, and no additional mitigation is required.

**c. *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

**Less Than Significant Impact with Mitigation Incorporated.** As described above, the Project area has previously been disturbed with the development of Limonite Avenue. According to the Riverside County Land Information System, Paleontological Sensitivity Map (RCLIS 2018), a large portion of the City of Jurupa Valley is designated as High Potential for paleontological sensitivity. Furthermore, deposits in the entire proposed Project area consist of Pliocene to Holocene alluvium. Given the extensive ground disturbance and development of Limonite Avenue, any superficial paleontological resources that could have existed at one time have likely been previously unearthed by past development activities. Deeper excavations at depths below five feet in the proposed Project area that extend down into older Quaternary deposits may encounter significant vertebrate fossil remains similar to those from the famous Rancho La Brea asphalt deposits in Los Angeles or other “Ice Age” deposits found throughout southern California.

No paleontological resources were identified within the Project’s boundaries, so the Project would not cause an adverse change in the significance of any known paleontological resources. However, the paleontological record search identified two vertebrate fossils within the general Project area (LACM 7811 and LACM 1207)(Appendix C). Based on the record search, there is a potential for encountering significant fossils within native soils. The Project could result in the disturbance and/or destruction of paleontological resources that may be present in deeper Pleistocene alluvial deposits that underlie the project segment. Therefore, implementation of CUL-3 and CUL-4 would reduce potential impacts to paleontological resources to a less than significant level.

**CUL-3 Paleontological Monitoring.** A qualified paleontologist (the “Project Paleontologist”) shall be retained by the City Planning Department prior to the start of construction. The City shall identify areas sensitive to paleontological resources prior to retaining a qualified paleontologist based on the anticipated excavation/grading depths. The City shall provide the locations and anticipated depths of all areas that require Paleontological Monitoring to the Project Paleontologist prior to the start of construction.

The Project Paleontologist shall monitor earth moving activities within the areas sensitive to paleontological resources identified by the City. If paleontological resources are encountered during implementation of the Project, ground-disturbing activities would be temporarily redirected from the vicinity of the find. The Project Paleontologist would 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, CUL-4 shall apply.

**CUL-4 Paleontological Treatment Plan.** If a significant paleontological resource(s) is discovered, the Project paleontologist and the City Planning Department shall develop a treatment plan 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.

***d. Disturb any human remains, including those interred outside of formal cemeteries?***

**Less Than Significant Impact With Mitigation Incorporated.** There is no indication that human remains are present within the Project area. The records search did not yield any evidence of a prehistoric or historic cemetery on or near the Project site. Project-related earth disturbance, however, has the potential to unearth previously undiscovered remains, resulting in a potentially significant impact.

If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities would cease in any area or nearby area suspected to overlie remains, and the County Coroner contacted. Pursuant to Public Resources Code (PRC) Section 5097.98, if the remains are thought to be Native American, the coroner would notify the NAHC, who would then notify the Most Likely Descendent (MLD). Further provisions of PRC 5097.98 are to be followed as applicable. In addition, implementation of Mitigation Measures CUL-1 and CUL-3 require monitoring of grading in native soils by qualified cultural specialists who would be able to immediately identify human burial remains and halt construction if necessary.

Therefore, compliance with existing regulations and implementation of Mitigation Measures CUL-1 and CUL-3 would ensure that impacts related to discovery of human remains are reduced to less than significant levels, and no additional mitigation is required.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>VI. Geology and Soils</b>				
Would the Project:				
a. 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strong seismic groundshaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 an onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The information in this section was derived from *the Geotechnical Engineering Report, Limonite Avenue Widening, Jurupa Valley, California*. Terracon. August 30, 2018.

## Discussion

### Would the Project:

- a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**

**a1. 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.***

**Less Than Significant Impact.** The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazards of surface faulting to structures. Under the Alquist-Priolo Act, the California State Geologist identifies areas in the state that are at risk from surface fault rupture. The main purpose of the act is to prevent construction of buildings used for human occupancy where traces of active faults are evident on the Earth's surface. Impacts from fault rupture are limited to the immediate area of the fault zone where the fault breaks along the surface, unlike damage from ground shaking, which can occur at great distance from the fault. Such a rupture could potentially displace and/or deform the ground surface. The proposed Project site does not include any earthquake fault zones or active faults as mapped by the Earthquake Fault Zone, *Corona North* and *Riverside West* Quadrangle maps by the California Geological Survey, Department of Conservation (CDC 2013)(Terracon 2018). There are no Alquist-Priolo Zones within or adjacent to the Project study area, therefore, surface rupture is not expected to occur in the Project area and impacts would be less than significant. No mitigation is required.

***a2. Strong seismic groundshaking?***

**Less Than Significant Impact.** Southern California is a seismically active region and prone to earthquakes, which can result in hazardous conditions to people in the region. Earthquakes and ground motion can affect a widespread area. The potential severity of ground shaking depends on many factors, including the distance from the originating fault, the earthquake magnitude, and the nature of the earth materials beneath the site. The seismic hazard that is expected to have the highest probability of affecting the site is ground shaking resulting from an earthquake occurring along any of the several major active faults and potentially active faults in southern California. The closest known active fault zone to the Project site is the Lake Elsinore Fault (Chino Segment) approximately 9.5 miles southwest of the Project site (Terracon 2018). Impacts from seismic conditions are addressed through appropriate engineering design, which takes into account the seismic region in which the Project is located. The proposed Project would be constructed in conformance with City design standards, therefore, impacts would be less than significant. No mitigation is required.

***a3. Seismic-related ground failure, including liquefaction?***

**Less Than Significant Impact with Mitigation Incorporated.** The potential for liquefaction depends on the levels of shaking, groundwater conditions, the relative density of the soils, and the age of the geologic units. Seismic-induced liquefaction occurs when a saturated, granular deposit of relatively low density is subjected to extreme shaking and loses strength or stiffness. The consequences of liquefaction are expected to be predominantly characterized by settlement, uplift on structures, and an increase in lateral pressure on buried structures. The proposed Project site is located in an area of High to Very High liquefaction potential (City 2017)(County 2018) Liquefaction would be addressed during engineering design for the Project and all earthwork would be performed in accordance with the requirements of applicable government agencies and the recommendations of the Project Geotechnical Engineering Report (Terracon 2018). With implementation of Mitigation Measure GEO-1, impacts associated with seismic related ground failure, including liquefaction, would be reduced to less than significant levels.

**GEO-1** Prior to the start of road construction, the City Engineer shall confirm that Project plans conform to and have incorporated recommendations of the Project Geotechnical Engineering Report prepared by Terracon dated August 30, 2018 and/or subsequent authorized related report(s). The need for any additional geotechnical analysis or studies would be at the discretion of the City Engineer, and this measure shall be implemented to the satisfaction of the City Engineer.

***a4. Landslides?***

**Less Than Significant Impact with Mitigation Incorporated.** Landslides and other slope failures are secondary seismic effects that are common during or soon after earthquakes. Areas that are most susceptible to earthquake-induced landslides are steep slopes underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The proposed Project site is located in the seismically active southern California region subject to strong ground shaking; however, the Project site is located in a relatively flat developed area that does not contain large slopes, and development of the Project would not generate large slopes on the Project site. The City General Plan indicates a small “valley” in the western portion of the site (800 feet east of Bain Street) may be susceptible to “soil block slides” (Figure 8-6, Landslide Susceptibility, Safety Element)(City 2017). However, implementation of Mitigation Measure GEO-1 would reduce potential impacts of the proposed Project relative to exposing people or structures to substantial adverse effects involving landslides to less than significant levels (Terracon 2018).

***b. Result in substantial soil erosion or the loss of topsoil?***

**Less Than Significant Impact with Mitigation Incorporated.** Soils in the Project area consist of Gorgonio loamy sand, deep, 2 to 8 percent slopes; Grangeville fine sandy loam, drained, 0 to 2 percent slopes; Hilmar loamy sand, 0 to 2 percent slopes, eroded; Monserate sandy loam, 0 to 5 percent slopes; Monserate sandy loam, 8 to 15 percent slopes, eroded; Monserate sandy loam, 15 to 25 percent slopes, severely eroded; Ramona sandy loam, 0 to 5 percent slopes, severely eroded; Ramona sandy loam, 5 to 8 percent slopes, eroded; and Terrace escarpments (NRCS 2018). These soils are subject to erosion by wind and water when exposed. Construction of the proposed Project would include ground surface disruption that could result in soil erosion during rain or high winds. Soils and sediment would be graded, excavated, removed from the site, recompact, and filled, which could expose areas of soil to wind and water erosion. During a storm event, exposed soils could be transported off the site as runoff. This impact is considered potentially significant, however, federal and state jurisdictions require that an approved Stormwater Pollution Prevention Plan (SWPPP) be prepared for projects that involve greater than one acre of disturbance. A SWPPP specifies Best Management Practices (BMPs) that would prevent construction pollutants from contacting stormwater with the intent of keeping all products of erosion from moving off site into receiving waters.

The City would file a Notification of Intent with the State Water Resources Control Board 30 days prior to the start of construction for coverage under the statewide Discharge Elimination System NPDES permit for construction-related discharges. The contractor would prepare a SWPPP that sets forth the BMPs that would be implemented on site. Implementation of the SWPPP within the Project site would be monitored through site inspections by the Santa Ana RWQCB (Region 8). Upon completion of all work and the satisfactory stabilization of all disturbed soil area, a Notice of Completion of Construction must be sent to

the Santa Ana RWCQB. These actions are outlined in Mitigation Measure HYD-1 and Policies, Plans, and Programs 3.9-1 through 3.9-4 outlined in Section IX, *Hydrology and Water Quality*.

Compliance with existing state, regional, and local regulations, NPDES permit requirements, and project-specific BMPs identified in the SWPPP, coupled with installation of hydroseeding and ongoing maintenance and monitoring of construction and subsequent post-construction phase BMPs, would ensure that project impacts with respect to topsoil loss and erosion would be less than significant and no additional mitigation is required.

- 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 an on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?***

**Less Than Significant Impact with Mitigation Incorporated.** As indicated in Response a.4. above, the Project area has no potential for landslide risk except for the small “valley” in the western portion of the site (800 feet east of Bain Street) which may be susceptible to “soil block slides” (Figure 8-6, Landslide Susceptibility, Safety Element)(City 2017). In addition, Limonite Avenue within the Project study area has an elevated risk for liquefaction. Specifically, the western third of the Project site is designated as being “High” for liquefaction potential while the eastern two thirds of the Project site is designated as being “Very High” for liquefaction potential(Terracon 2018) The Subsidence Map from the Riverside County Land Information System, Limonite Avenue, as is most of the City of Jurupa Valley and surrounding areas, is designated as being “Susceptible” to subsidence. Liquefaction and subsidence would be addressed during engineering design for the Project and all earthwork would be performed in accordance with the requirements of applicable government agencies. With implementation of Mitigation Measure GEO-1, potential impacts associated with unstable geologic units or soil would be reduced to less than significant levels.

- d. *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?***

**Less Than Significant Impact with Mitigation Incorporated.** Expansive soils are fine-grained soils (generally high plasticity clays) that can undergo a significant increase in volume with an increase in water content and a significant decrease in volume with a decrease in water content. Changes in the water content of an expansive soil can result in severe distress to structures constructed on the soil. As mentioned in the City General Plan, Safety Element, expansion testing and mitigation are required by current grading and building codes. The Project Geotechnical Engineering Report indicated onsite soils may be expansive and/or may be mildly corrosive to ferrous metals. Special engineering designs are used effectively to alleviate problems caused by expansive soils<sup>11</sup>. These designs include the use of reinforcing steel in foundations, drainage control devices, over-excavation, and backfilling with non-expansive soils among others. Expansive soils can be alleviated through proper site investigations, soils testing, foundation design, and quality assurance during grading operations as required by the Building Code. With implementation of standard City design requirements and Mitigation Measure GEO-1, potential impacts related to expansion or other soil limitations would be reduced to less than significant levels.

- e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?***

**No Impact.** The Project does not provide for any housing or any facilities that would require the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater. Therefore, no impacts would occur and no mitigation is required.

VII. Greenhouse Gas Emissions	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### a. *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

**Less Than Significant Impact.** Global climate change is caused by combined worldwide greenhouse gas (GHG) emissions and mitigating global climate change would require worldwide solutions. GHGs play a critical role in the Earth's radiation budget by trapping infrared radiation emitted from the Earth's surface, which could have otherwise escaped to space. Prominent GHGs contributing to this process include water vapor, carbon dioxide (CO<sub>2</sub>), nitrous oxide (N<sub>2</sub>O), methane (CH<sub>4</sub>), ozone (O<sub>3</sub>), and certain hydro- and fluorocarbons. This phenomenon, known as the "greenhouse effect," keeps the Earth's atmosphere near the surface warmer than it would be otherwise and allows for successful habitation by humans and other forms of life. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere further, thereby increasing evaporation rates and temperatures near the surface. Emissions of GHGs in excess of natural ambient concentrations are thought to be responsible for the enhancement of the greenhouse effect and to contribute to what is termed "global warming," a trend of unnatural warming of the Earth's natural climate. Climate change is a global problem, and GHGs are global pollutants, unlike criteria air pollutants (such as O<sub>3</sub> precursors) and toxic air contaminants (TACs), which are pollutants of regional and local concern. According to SCAQMD's interim guidance document for addressing GHG emissions, CO<sub>2</sub> is the most important component of GHGs because it constitutes the majority of total GHG emissions and is very long-lasting in the atmosphere. For this reason, estimated CO<sub>2</sub> emissions are used as the benchmark for analysis. The proposed Project would contribute to air pollutant emissions during short-term construction and long-term operations.

### Construction

The principal source of construction GHG emissions would be internal combustion engines of construction equipment, on-road construction vehicles, and workers' commuting vehicles. GHG emissions from construction activities for the proposed Project were obtained from the CalEEMod model described above. The SCAQMD recommends that construction emissions be amortized over a 30-year project lifetime so that GHG reduction measures address construction GHG emissions as part of the operational GHG reduction strategies (SCAQMD 2016b). The estimated construction GHG emissions for the Project

would be a total of 665 MTCO<sub>2</sub>e and 22 MTCO<sub>2</sub>e when amortized over a 30-year period, as shown in Table E.

**Table E. Estimated Greenhouse Gas Emissions from Construction**

Source	Emissions (MTCO <sub>2</sub> e)
Total GHG Emissions from Construction Activities	665
30-Year Amortized Construction Emissions	22

MTCO<sub>2</sub>e: metric tons of carbon dioxide equivalent

Notes:

Detailed calculations from CalEEMod in Appendix D.

### Operation

Operational GHG emissions source would be primarily from vehicle trips. Estimated Project operational GHG emissions are shown in Table F. The emissions for the “With Project 2035” and “Without Project 2035” are shown, as well as the net operational emissions, assuming reduction of the “Without Project” emissions from the “With Project” emissions. As shown in Table F, the “With Project” scenario would emit less GHG emissions than the “without Project” scenario, and therefore, the net operational emissions would be -105 MTCO<sub>2</sub>e/yr.

**Table F. Estimated Annual GHG Emissions from Project Operation**

Source	Emissions (MTCO <sub>2</sub> e/yr.)
With Project (2035)	1,370
Without Project (2035)	1,476
Net Operational Emissions	-105

MTCO<sub>2</sub>e/yr.: metric tons of carbon dioxide equivalent per year

Notes:

Totals may not add due to rounding variances.

Detailed CalEEMod calculations in Appendix D

Because impacts from construction activities occur over a relatively short period of time, they contribute a relatively small portion of the overall lifetime project GHG emissions. In addition, GHG emission reduction measures for construction equipment are relatively limited. The SCAQMD recommends that construction emissions be amortized over a 30-year project lifetime so that reduction measures address construction GHG emissions as part of the operational GHG reduction strategies (SCAQMD 2008). Therefore, construction and operational emissions are combined by amortizing the construction emissions over an assumed 30-year project lifetime and adding the annualized construction emissions to the annual operational emissions. This combination is shown in Table G using the Project emissions.

**Table G. Estimated Total Project Annual GHG Emissions**

Source	Emissions (MTCO <sub>2</sub> e/yr)
Construction Amortized <sup>1</sup>	22
Net Operational Emissions	-105
Total <sup>2</sup>	-83

MTCO<sub>2</sub>e/yr.: metric tons of carbon dioxide equivalent per year

1 Total derived by dividing construction emissions (see Table E) by 30.

2 Total annual emissions are the sum of amortized construction emissions and operational emissions.

As shown in Table G, emissions would be “negative” for the “With Project” scenario. The City’s General Plan indicates the City relies on the Climate Action Plan (CAP) for the Western Riverside Council of Governments (WRCOG) until it can develop its own CAP, but the WRCOG CAP contains no thresholds related to road projects. However, the proposed Project would reduce net GHG emissions over emissions that would result if the Project was not built. Therefore, the proposed Project is consistent with the goals of the WRCOG CAP and would represent a less than significant, and no mitigation is required.

**b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

**Less Than Significant Impact.** The State of California Assembly Bill (AB) 32, identified a year 2020 target level for state-wide GHG emissions of 427 million metric tons (MMT) of CO<sub>2</sub>e, which is approximately 28.5% less than the year 2020 business as usual (BAU) emissions estimate of 596 MMT CO<sub>2</sub>e. To achieve these GHG reductions there would have to be widespread reductions of GHG emissions across California. Some of those reductions would need to come in the form of changes in vehicle emissions and mileage standards, changes in the sources of electricity, and increases in energy efficiency by existing facilities. The remainder would need to come from requiring new facility development to have lower carbon intensity than BAU conditions.

The City’s General Plan Policy AQ 9.1.3 (Climate Action Plan) states the City will...“Work with WRCOG to periodically monitor and update the Subregional Climate Action Plan.” The City General Plan EIR (GPEIR)(City 2017) indicates the City will rely on the implementation strategies of the Climate Action Plan (CAP) for the Western Riverside Council of Governments (WRCOG) until such time as the City develops its own independent CAP as required by GPEIR Mitigation Measure 4.7.5.2A. The WRCOG CAP does not contain any local implementation strategies directly applicable to the proposed Limonite Avenue widening, although the installation of a multi-use trail on the south side of the roadway may incrementally reduce some local vehicle trips in lieu of pedestrian or bicycle trips. Implementation of the Project would not conflict with any of the regional or local WRCOG CAP strategies, as outlined in Tables 4.7D and 4.7E from Section 4.7, *Greenhouse Gas Emissions*, of the General Plan EIR. The proposed Project would reduce long-term congestion along Limonite Avenue which incrementally helps reduce greenhouse gas emissions related to vehicular emissions. Once constructed, the roadway itself would not produce any long-term GHG emissions. In fact, the proposed Project would reduce net GHG emissions over emissions that would

result if the Project were not to be built. Therefore, the project conforms with the state's GHG reduction goals.

On December 12, 2008, California Air Resources Board (ARB) adopted the AB 32 Scoping Plan which detailed specific GHG emission reduction measures that target specific GHG emissions sources. The Scoping Plan was to be updated every five years and the First Update to the Climate Change Scoping Plan was approved by the Board on May 22, 2014. In 2016, the Legislature passed SB 32, which codifies a 2030 GHG emissions reduction target of 40 percent below 1990 levels. With SB 32, the Legislature passed companion legislation AB 197, which provides additional direction for developing the Scoping Plan. ARB is moving forward with a second update to the Scoping Plan to reflect the 2030 target set by Executive Order B-30-15 and codified by SB 32. The current Scoping Plan considers a range of actions including the following:

- Mobile-source GHG emissions reduction measures
  - Pavley emissions standards (19.8 percent reduction)
  - Low carbon fuel standard (7.2 percent reduction)
  - Vehicle efficiency measures (2.8 percent reduction)
- Energy production related GHG emissions reduction measures
  - Natural gas transmission distribution efficiency measures (7.4 percent reduction)
  - Natural gas extraction efficiency measures (1.6 percent reduction)
  - Renewables (electricity) portfolio standard (33.0 percent reduction)

The proposed Project would not affect any AB 32 Scoping Plan measures, nor be inconsistent in any way with the AB 32 goal of reducing state-wide GHG emissions to 1990 levels by year 2020. Actual direct GHG emissions for the proposed Project are limited to the construction phase which were determined to be less than significant. In addition, the 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. Therefore, potential impacts would be less than significant, and no mitigation is necessary.

VIII. Hazards and Hazardous Materials	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site that 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Be located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The information in this section was derived from a records search of the Department of Toxic Substance Control, EnviroStor Data Management System in October of 2018 (DTSC 2018) and the *Hazardous Waste Initial Site Assessment (ISA)* for the Limonite Avenue HES Project (LSA 2002).

## Discussion

### Would the Project:

- a. ***Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

**Less Than Significant Impact With Mitigation Incorporated.** A hazardous material is defined as any material that, due to its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous wastes, and any material that a business or the local implementing agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

The proposed Project would require construction activities and equipment that could potentially involve hazardous materials such as gasoline and oil. Hazardous substances used in construction would be properly stored and disposed of, as provided by existing regulations. Consequently, temporary and permanent impacts related to hazardous materials during construction would be less than significant.

According to Geotracker, which is the State Water Board's Internet-accessible database system used by the State Board, regional boards, and local agencies to track and archive compliance data from authorized or unauthorized discharges of waste to land, or unauthorized releases of hazardous substances from underground storage tanks, two past incidents involving hazardous materials have been recorded in the Project area. The Geotracker database indicates two leaking underground storage tank (LUST) sites<sup>4</sup> in the study area, one at the Jurupa Community Services District (JCSD) Maintenance Facility and one at the JCSD Regional Wastewater Pump Station Plant No. 1. Both facilities are located on the south side of Limonite (10124 Limonite Ave). The cleanup actions for both of these incidents were completed long ago and the cases closed (1994 and 1991, respectively)(Appendix E). During an onsite survey by Psomas staff in December of 2018, no evidence of spills, accidental releases, or illegal dumping of hazardous materials or wastes was observed within the Limonite Avenue roadway or from the public right-of-way within the Project study area.

Aerially deposited lead (ADL) contamination from vehicle emissions is a potential concern for projects adjacent to freeways, highways, and roads with very high traffic volumes. Lead was a constituent of gasoline until 1990 when the EPA banned its use, so older roadways sometimes have lead deposited in the soil along the roadways from vehicular tailpipe emissions over the years. ADL may be encountered during excavation in unpaved areas next to traffic lanes or shoulders on roadways and freeway ramps but is most typically found in higher concentrations along roadways with extremely high traffic volumes. ADL is typically a concern of Caltrans when it undertakes improvement projects along state freeways and major highways where federal funding is involved. In this case, there is no federal funding and it unlikely significant amounts of lead were deposited or remain in the soil along Limonite Avenue, including the

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<sup>4</sup> LUST #1 (JCSD Maintenance Facility)((T0606500476). Case closed 12/12/94  
LUST #2 (JCSD Treatment Plant No. 1)(T0606500164). Case closed 3/27/91.

Project area, since this roadway has only been a two-lane rural/suburban roadway since the late 1800's and has only recently been widened.

Implementation of the proposed Project may require the removal and disposal of yellow traffic stripe and pavement marking materials - yellow paints applied prior to 1995 may exceed hazardous waste criteria under Title 22 of California Code of Regulations and requires disposal to a Class I disposal site (see HAZ-1 below).

The depth to groundwater in the Project area is anticipated to be relatively shallow, due to the proximity to the Santa Ana River (i.e., within 30 feet of ground surface in some locations)(see HAZ-2 below).

An electrical transformer was observed on at least one power pole within the Project limits (i.e., just east of Bain Street on the north side of Limonite Avenue). Polychlorinated biphenyls (PCBs) were used in electrical transformers manufactured between 1929 and 1977. Utility companies have replaced most PCB containing transformers over the past 20 years, and transformers are not considered an environmental concern unless they are leaking. The transformer was not observed to be leaking during an onsite survey by Psomas staff in December of 2018 (see HAZ-3 below).

The proposed Project involves widening and improvements to an existing roadway. During operation, some vehicles using the roadway may contain materials deemed hazardous; however, the Project is not anticipated to significantly increase the potential for vehicles carrying hazardous materials to travel in the Project area or increase the potential for accidents to occur in the Project area. In addition, since most of the existing and anticipated additional traffic would be passenger vehicles, the likelihood that increased spills would be associated with the proposed Project is minimal. Furthermore, the transportation and cleanup of hazardous materials is strictly regulated by the U.S. Environmental Protection Agency (EPA), the California and Federal Occupational Health and Safety Administrations, and other federal, state, and local agencies. The hazards associated with vehicular transport of hazardous waste are regulated under existing programs and would not be affected by the Project, therefore, operational impacts would be considered less than significant.

Based on available information, implementation of the following measures (HAZ-1 through HAZ-3) would reduce potential hazardous material impacts during construction to less than significant levels:

**HAZ-1** Due to the possible presence of elevated lead concentrations within the yellow traffic markings along the roadway, the paint shall be sampled and tested for lead by trained and/or licensed professionals during construction. Representative samples of yellow striping paint shall be collected. The field and analytical data obtained during this study shall be used to provide a review of the sampling locations/descriptions, summary of the analytical results, and recommendations for striping paint removal, containment, and off-site transportation and disposal per applicable regulations if necessary. A copy of the findings shall be provided to the City Engineer.

**HAZ-2** Prior to construction, the contractor shall determine if or where dewatering of groundwater would be necessary for the Project, based on the results of the Project Geotechnical Engineering Report, prepared by Terracon, August 30, 2018, which indicates relatively shallow groundwater in the Project area. Any dewatering activities would require compliance with an

individual permit from the Santa Ana Regional Water Quality Control Board, consistent with National Pollution Discharge Elimination System (NPDES) requirements. The Santa Ana Regional Water Quality Control Board would decide which permit is applicable, and if sampling is required, once it receives and reviews the Notice of Intent. This measure shall be implemented to the satisfaction of the City Engineer.

**HAZ-3** If any pole-mounted electrical transformers must be disturbed during Project construction, the appropriate utility company shall be contacted to remove or relocate electric transformers as necessary. Any leaking transformers observed during Project construction shall be considered a potential polychlorinated biphenyls (PCB) hazard unless tested and shall be handled accordingly. This measure shall be implemented to the satisfaction of the City Engineer.

***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?***

**Less Than Significant Impact With Mitigation Incorporated.** As discussed in Response VIII.a., Project construction activities would involve a limited use of hazardous materials. Equipment used in construction of the proposed Project has the potential to release oils, greases, solvents, and other finishing materials through accidental spills. However, the consequences of construction-related spills are not substantial because the volume of hazardous materials held within any single piece of construction equipment is limited. Construction-related spills of hazardous materials are not uncommon, but the enforcement of construction and demolition standards, including BMPs by appropriate local and state agencies, would minimize the potential for an accidental release of petroleum products and/or hazardous materials or explosions during construction. Federal, state, and local regulations would be followed by the construction contractor to reduce the effects of potential hazardous materials spills. Furthermore, measures HAZ-1 through HAZ-3 would be implemented to minimize potential risks from hazardous materials during the construction period. Impacts would be mitigated to a less than significant level.

***c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?***

**No Impact.** The proposed Project is not located within 0.25 mile of an existing school site. The nearest school relative to the proposed Project site is Pedley Elementary School located at the southwest corner of 58<sup>th</sup> Street and Feldspar Street approximately 0.64-mile northeast of the east end of the Project site. No impacts would occur and no mitigation is required.

***d. Be located on a site that is included on a list of hazardous materials sites that complied pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?***

**Less Than Significant Impact.** There are no hazardous materials sites in or near the Project study area that are on the official “Cortese List”<sup>5</sup> maintained by the State Department of Toxic Substances Control (DTSC) pursuant to Government Code Section 65962.5 (Appendix E)(DTSC 2018). The closest Cortese site to the

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<sup>5</sup> Cortese List from DTSC Website

Project area is the Stringfellow Acid Pits, a federal Superfund cleanup site, 3.4 miles northeast of the Project site at the head of Pyrite Creek (which does flow through the eastern portion of the Project site).

The DTSC's EnviroStor Data Management System records search indicates there are no major hazardous spill incidents recorded in the Project area (DTSC 2018). The EnviroStor Data Management System provides information about environmental cleanups and permitted facilities with regard to hazardous waste and materials. The EnviroStor Data Management System indicated a school investigation had been opened at the Pedley Elementary School located approximately 0.64-mile northeast of the east end of the Project study area, but there is no contamination identified with this site and the Envirostor website indicates no action is required at this location (Appendix E).

In addition, as indicated in Response VIII.a., the Geotracker database identified two LUST sites<sup>6</sup> in the study area (Geotracker 2018), one at the JCSD Maintenance Facility and one at the JCSD Regional Wastewater Pump Station Plant No. 1, both facilities are located on the south side of Limonite (10124 Limonite Ave). The cleanup actions for both of these incidents were completed long ago and the cases closed (1994 and 1991, respectively) (Appendix E).

The proposed Project involves widening and improvements to an existing roadway which would not affect or be affected by past LUST incident areas. Impacts are anticipated to be less than significant, and no mitigation is required.

- e. For a project within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?***

**No Impact.** The proposed Project is not within an airport land use plan or located within two miles of a public airport or public use airport and would not result in a safety hazard for people residing or working in the Project area as the Project would involve improvements to an existing roadway. The Project is a road widening and would not include the construction of any habitable structures or air traffic hazards. Therefore, there would be no impacts and no mitigation is required.

- f. For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?***

**No Impact.** The proposed Project site is not located within the vicinity of a private airstrip and it would not include the construction of any habitable structures. No impacts would occur, and no mitigation is required.

- g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***

**No Impact.** Emergency response and evacuation is the responsibility of the Riverside County Fire Department and Riverside County Sheriff's Department. There are no designated emergency evacuation routes or location-specific goals or policies addressing emergencies that apply to the Project site. Specific internal circulation descriptions, project related traffic increase, and potential effects to emergency

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<sup>6</sup> LUST #1 (JCSD Maintenance Facility)((T0606500476). Case closed 12/12/94.  
LUST #2 (JCSD Treatment Plant No. 1)(T0606500164). Case closed 3/27/91.

response related traffic conditions are discussed in Section XVI, "Traffic and Circulation." As described, the Project is not expected to generate traffic and would therefore not result in traffic impacts. Project-related traffic would not impair implementation or interfere with an adopted emergency response plan or emergency evacuation plan. The Project would improve emergency access in this area by widening Limonite Avenue from 2 to 4 lanes and connecting it to wider (4 lane) segments of the roadway to the west and east. Therefore, the Project would not impair implementation of or physically interfere with an adopted emergency response or emergency evacuation plan. Therefore, there would be no impacts and no mitigation is required.

***h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?***

**No Impact.** According to the City General Plan, Community Safety, Services, and Facilities Element, the foothill and mountainside areas of the City are subject to fire hazards. The lush riparian vegetation of the Santa Ana River also poses conditions conducive to wildfires. The highest danger of wildfires can be found in the most rugged terrain where development intensity is relatively low. The proposed Project is not located within an identified wildland fire hazard area nor located within a high fire area (City General Plan and Riverside County Land Information System, High Fire and Responsibility Areas Map). The proposed Project would not place any habitable structure or vulnerable facilities within the Study area. Therefore, the proposed Project would not expose people or structures to a significant risk of loss, injury, or death from wildfires. No Impacts would occur and no mitigation is required.

		Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>IX. Hydrology and Water Quality</b>					
Would the Project:					
a.	Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e.	Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f.	Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h.	Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i.	Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j.	Contribute to inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project:

#### ***a. Violate any water quality standards or waste discharge requirements?***

**Less Than Significant Impact With Mitigation Incorporated.** The Project site is located within the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB). The water quality information for the Santa Ana River, located to the south of the proposed Project, is included in the Santa Ana RWQCB's Santa Ana River Basin Water Quality Control Plan and the Integrated Regional Water Management Plan prepared by the Santa Ana Watershed Project Authority. The potential impacts of construction activities on water quality focus primarily on sediments, turbidity, and pollutants associated with sediments. Construction-related activities that expose and move soils are primarily responsible for sediment releases. The Project includes removal of existing vegetation, site grading, soil preparation, and site trenching. These project activities could result in wind and rain erosion of the existing onsite soils and could increase the amount of suspended solids contained in storm flows due to erosion of exposed soils. Non-sediment potential contaminants that could enter water runoff from the construction site include paints, solvents, metals, oil, gasoline, petroleum products, concrete-related products, chemicals, and trash. All of these contaminants could contribute to the degradation of water quality.

Under the statewide National Pollution Discharge Elimination System (NPDES) permit for construction-related discharges, the Project would require a Storm Water Pollution Prevention Plan (SWPPP) that specifies Best Management Practices (BMPs) to prevent construction pollutants from contacting stormwater with the intent of keeping all products of erosion from moving off site into receiving waters. Under the NPDES, the City would file a Notification of Intent with the State Water Resources Control Board 30 days prior to the start of construction for coverage under the statewide NPDES permit. The City or its contractor would prepare a SWPPP that sets forth the BMPs that would be implemented on site. Implementation of the SWPPP within the Project site would be monitored through site inspections by the Santa Ana RWQCB (Region 8). Upon completion of all work and the satisfactory stabilization of all disturbed soil area, a Notice of Completion of Construction must be sent to the Santa Ana RWCQB.

To prevent potentially significant water quality impacts during construction, the City would implement the following standard mitigation measure as a local jurisdiction within the Santa Ana Region of the Regional Water Quality Control Board.

**HYD-1** At least 30 days prior to the start of construction, the City would file a Notification of Intent (NOI) with the State Water Resources Control Board for coverage under the state-wide NPDES permit for construction-related discharges. The Project contractor would also prepare a Storm Water Pollution Prevention Plan (SWPPP) that sets forth the Best Management Practices (BMPs) that would be implemented on site during Project construction. Implementation of the SWPPP within the Project site is monitored through site inspections by the Santa Ana RWQCB. Upon completion of all work and the satisfactory stabilization of all disturbed soil area, a Notice of Completion of Construction shall be sent to the Santa Ana RWCQB.

In addition to HYD-1, the City's following standard Plans, Policies, or Programs (PPPs) generally apply to the Project and would be implemented as appropriate to reduce impacts relating water quality and waste discharge requirements. These PPPs would be included in the Project's Mitigation Monitoring and Reporting Program to ensure compliance:

**PPP 3.9-1** 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 3.9-2** 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 3.9-3** 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 3.9-4**

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.

The SWPPP is required to meet or exceed measures required by the Construction General Permit. As a result, construction of the proposed Project would result in less than significant impacts related to water quality standards with implementation of Mitigation Measure HYD-1 and PPP 3.9-1 through PPP 3.9-4.

Following construction, the amount of impervious surface would increase by approximately 2.1 acres with the additional paved areas along this portion of Limonite Avenue. Although the rate and quantity of runoff would result in a slight change in the amount of impervious surface area, the Project would have a low potential to impact surface water quality because the increase in runoff would not be considered substantial and the Project would be required to incorporate post-construction Best Management Practices (BMPs). Therefore, the proposed Project would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade water quality, and long-term impacts, if they occur, would be less than significant and no mitigation is required.

- b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?***

**Less Than Significant Impact.** Following construction, the amount of impervious surface would increase slightly as the proposed Project would widen Limonite Avenue between Bain Street and Homestead Street. The addition of paved roadway is not expected to substantially decrease groundwater recharge in the area due to the limited amount of new impervious area that would be constructed. The proposed

Project would not involve the direct withdrawal of groundwater. The proposed Project would involve improvements to an existing roadway and would not result in the substantial depletion of groundwater supplies or substantially interfere with groundwater recharge such that there would be net deficit in aquifer volume or lowering of the groundwater table. Impacts related to lowering the groundwater table and groundwater recharge would be less than significant and no mitigation is required.

- c. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?***

**Less Than Significant With Mitigation.** As mentioned previously, the Project site is adjacent to the Santa Ana River. The Project would not alter the drainage pattern of the site or area through the alteration of the course of a stream or river and does not have the potential to result in the erosion or siltation of any stream or river. As discussed above under Response IX.a., a NPDES General Construction permit and a SWPPP would be required to address sediment control and flooding during construction activities. Storm drain improvements would be designed in consultation with the appropriate agencies. With implementation of Mitigation Measure HYD-1 and Policies, Plans and Programs (PPP) 3.9-1 through PPP 3.9-4, potential impacts related to drainage patterns and siltation or erosion would be reduced to less than significant levels and no additional mitigation is required.

- d. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site?***

**Less Than Significant Impact.** Construction of the proposed Project would occur primarily on an existing roadway and alterations to the drainage pattern of the site or to the Santa Ana River would not occur. The Project would construct onsite stormwater infrastructure to connect to the existing adjacent facilities and would not alter the existing drainage pattern or increase runoff in a manner that would result in flooding. The improvement plans show improvements to Pyrite Creek under Limonite Avenue (i.e., two box culverts) but these would only provide more capacity and improved flood protection and would not change the direction of flows. Therefore, impacts would be less than significant and no mitigation is required.

- e. *Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

**Less Than Significant Impact With Mitigation.** The proposed Project would develop onsite drainage to direct stormwater to existing storm drains within the surrounding streets. Therefore, the Project would result in less than significant impacts related to the capacity of existing and planned stormwater drainage systems. In addition, a NPDES General Construction permit and a SWPPP would be required to address sediment control during construction activities. With implementation of Mitigation Measure HYD-1 and Policies, Plans and Programs (PPP) 3.9-1 through PPP 3.9-4, potential impacts related to polluted runoff and flood protection would be reduced to less than significant levels and no additional mitigation is required.

***f. Otherwise substantially degrade water quality?***

**Less Than Significant Impact With Mitigation Incorporated.** As described in Responses IX.a. through IX.e., the proposed Project would result in less than significant short-term construction and long-term operational impacts to water quality. Construction impacts would be reduced through the implementation of BMPs identified in the SWPPP. With implementation of Mitigation Measure HYD-1 and Policies, Plans and Programs (PPP) 3.9-1 through PPP 3.9-4, potential impacts related to water quality would be reduced to less than significant levels and no additional mitigation is required.

***g. Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?***

**No Impact.** The proposed Project is a roadway widening and does not involve the construction of any housing. The Pyrite Creek and immediately adjacent land is located within a FEMA-designated 1-percent annual chance (100-year) flood zone (FEMA 2008). The 100-year flood zone of the Santa Ana River would not affect the Project site, and the 500-year flood zone of the river would be immediately south of the Project area. However, the Project involves improvements to an existing roadway and would not place housing within a 100-year flood hazard area, therefore, no impact would occur and no mitigation is required.

***h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?***

**Less Than Significant Impact.** The Pyrite Creek and immediately adjacent land is located within a FEMA-designated 1-percent annual chance (100-year) flood zone (FEMA 2008). The 100-year flood zone of the Santa Ana River would not affect the Project site, and the 500-year flood zone of the river would be immediately south of the Project area. However, the proposed Project would not place structures within a flood zone that would impede or redirect flood flows. The proposed Project would result in improvements to an existing roadway and would be designed in a manner that would not impede flood zones. The Project proposes two new 12-foot by 12-foot box culverts under Limonite Avenue for the Pyrite Creek channel which would provide substantially improved flood protection and reduce potential flood risks for residents, structures, and properties along Pyrite Creek immediately upstream and downstream of the culverts by removing the existing two undersized and aging 60-inch corrugated metal pipes that currently allow the creek to flow under Limonite Avenue. Therefore, flood-related impacts are anticipated to be less than significant and no mitigation is required.

***i. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?***

**Less Than Significant Impact.** Although there are no levees or dams in the Project area, Pyrite Creek is a FEMA-designated 1-percent annual (100-year) flood zone (FEMA 2008) that crosses the eastern portion of the Project site and empties into the Santa Ana River approximately 1,200 feet south of Limonite Avenue. The City General Plan states... "Portions of Jurupa Valley may be subjected to hazards such as ... dam inundation..." (page 8-2, Community Safety, Services, and Facilities Element). However, the General Plan provides no additional information on areas of the City that could be subject to dam inundation. This statement may be in reference to the Seven Oaks Dam on the Santa Ana River in the foothills of the San Bernardino Mountains 24 miles northeast of the City. If that facility were to fail, it is possible that some

portions of the City, especially those along the Santa Ana River, could be temporarily inundated by flood flows depending on how full the dam was at the time of failure. However, the Project does not propose any occupied structures which would increase the risk of dam failure to persons within the City. Therefore, implementation of the proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving flooding as a result of the failure of a levee or dam. Impacts would be less than significant and no mitigation is required.

***j. Contribute to inundation by seiche, tsunami, or mudflow?***

**Less Than Significant Impact.** The proposed Project site is located a considerable distance away from the Pacific Ocean and is considered too far away and at too high an elevation to be subject to a tsunami. In addition, the Project area does not contain any sizeable slopes or areas that could be inundated by mudflows from adjacent upland areas. Therefore, the Project would not result in impacts related to potential tsunami or mudflow inundation.

The City's General Plan defines a seiche as a wave that reverberates on the surface of water in an enclosed or semi-enclosed basin, such as a reservoir, lake, bay or harbor, in response to ground shaking during an earthquake (Community, Safety, Services, and Facilities Element)(City 2017). The Jurupa Community Services District (JCSD) operates a wastewater treatment pumping facility near Bain Street and Limonite Avenue that contains a shallow lined pond that could be subject to minor seiching during a major earthquake. However, this facility is down gradient (i.e., at a lower elevation) than the Project roadway so a seiche at the JCSD facility would not likely impact the proposed Project to a significant degree. Therefore, the proposed Project would have less than significant impacts related to seiche, tsunami, or mudflows and no mitigation is required.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>X. Land Use and Planning</b>				
Would the Project:				
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project:

#### a. *Physically divide an established community?*

**Less Than Significant Impact.** The land uses surrounding the project area consist of rural residential lots, industrial or institutional uses, the Santa Ana River, and some vacant and open space parcels. Limonite Avenue is an existing road through the central and western portions of the City. Access to driveways along Limonite Avenue would remain accessible after implementation of the proposed Project and no physical division would be created by the proposed roadway widening improvements. Implementation of the proposed Project would not diminish access to or the ability to use properties and facilities adjacent to the roadway, or to rural residential lots or vacant land, therefore the Project would not physically divide an established community. The impact would be less than significant and no mitigation is required.

#### b. *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

**No Impact.** The City General Plan Mobility Element designates Limonite Avenue as an Urban Arterial which is defined as a highway primarily used for through traffic where anticipated traffic volumes exceed four-lane capacity. Access from other streets or highways occurs at approximately 0.25-mile intervals. Urban Arterials are identified as having six or eight lanes with an overall ultimate right-of-way width of 152 feet. In addition, the City General Plan designates the land along the south side of Limonite Avenue between the JCSD plant and the Paradise Knolls Golf Course/JATC facility as the “Limonite Policy Area”. During the City’s approval process for the General Plan, this area was referred to as Land Use Area 19 (LUA-19) and was evaluated to ensure adjacent land uses would be compatible with each other in the future. Land uses along this portion of Limonite Avenue include a mixture of residential housing and institutional uses. The General Plan land use designations along this portion of Limonite Avenue include large areas of Low Density Residential (LDR) and Very Low Density Residential (VLDR), a smaller areas of Highest Density Residential (HHDR) and Medium High Density Residential (MHDR) both associated with the development

plan for the Paradise Knolls Golf Course, and Open Space uses (OS-W and OS-CH) for lands associated with the Santa Ana River and the San Sevaine Channel (see previous Figure 4). However, widening Limonite Avenue would not significantly impact the existing or future land uses of this policy area due to the nature of the Project (i.e., a roadway).

The proposed Project would widen the existing roadway between Bain Street and Homestead Street from two to four lanes but would not preclude other future improvements that would be consistent with an Urban Arterial roadway. Therefore, the Project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. No impacts would occur and no mitigation is required.

**c. *Conflict with any applicable habitat conservation plan or natural community conservation plan?***

**Less Than Significant With Mitigation Incorporated.** The entire project site lies within the boundaries of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Within the MSHCP boundaries, the Project site is located within the Jurupa Area Plan and is adjacent to Public/Quasi-Public (PQP) lands. The proposed Project is a covered activity under the MSHCP, with Limonite Avenue classified as an urban arterial with an ultimate 152-foot right of way. The Project also occurs within the MSHCP Narrow Endemic Plant Species Survey Area 7, and the Burrowing Owl Survey Area. The proposed Project does not occur within any other survey areas of the MSHCP and does not occur within a Criteria Cell. Consistency with the MSHCP measures and requirements fully addresses impacts to covered species. Implementation of measures BIO-1 through BIO-11 would be required to ensure compliance with the MSHCP and the County's Habitat Conservation Plan (HCP) for Stephens' Kangaroo Rat (SKR) which was formed prior to establishment of the MSHCP but only requires payment of a mitigation fee for the proposed Project. Please refer to Section IV, Biological Resources for additional details regarding the MSHCP and SKR HCP. With implementation of BIO-1 through BIO-11, impacts to the MSHCP would be mitigated to less than significant levels.

XI. Mineral Resources	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Discussion

### Would the Project:

**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?**

**No Impact.** The entire project site and surrounding areas are within a “[Mineral Resource Zone] MRZ 3a” zone which is defined as...*areas where the available geologic information indicates that mineral deposits are likely to exist, however, the significance of the deposit is undetermined* (CDC 2018). This zone has been designated due to the amount of sand and gravel potentially available from the Santa Ana River environs for use as construction aggregate. However, mineral resources are not expected to be located within the anticipated direct impact area associated with the proposed Project due to the developed nature of the Project site and immediate surrounding areas. Therefore, no impacts on mineral resources are anticipated.

**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?**

**No Impact.** There are no mineral resource recovery sites identified on or immediately adjacent to the Project study area, therefore, no impacts on mineral resources are anticipated.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XII. Noise</b>				
Would the Project:				
a. Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Expose persons to or generate excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Be located within an airport land use plan area, or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be located in the vicinity of a private airstrip and expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Noise Impact Assessment, Limonite Avenue Widening Project, Bain Street to Homestead Street Segment. Psomas, October 2018.*

## Discussion

### Background

Noise is commonly defined as unwanted sound that annoys or disturbs people and potentially causes an adverse psychological or physiological effect on human health. Because noise is an environmental pollutant that can interfere with human activities, evaluation of noise is necessary when considering the environmental impacts of a proposed Project. Sound is mechanical energy (vibration) transmitted by pressure waves over a medium such as air or water, and noise is generally defined as unwanted sound that annoys or disturbs people. Sound is characterized by various parameters that include the rate of oscillation of sound waves (frequency), the speed of propagation, and the pressure level or energy content (amplitude). In particular, the sound pressure level is the most common descriptor used to characterize the loudness of an ambient (existing) sound level. Although the decibel (dB) scale, a logarithmic scale, is used to quantify sound intensity, it does not accurately describe how sound intensity is perceived by human hearing. The human ear is not equally sensitive to all frequencies in the entire spectrum, so noise measurements are weighted more heavily for frequencies to which humans are sensitive in a process called "A-weighting," written as "dBA" and referred to as "A-weighted decibels". Table H provides

definitions of sound measurements and other terminology used in this chapter, and Table I summarizes typical A-weighted sound levels for different noise sources. In general, human sound perception is such that a change in sound level of 1 dB cannot typically be perceived by the human ear, a change of 3 dB is just noticeable, a change of 5 dB is clearly noticeable, and a change of 10 dB is perceived as doubling or halving of the sound level depending on whether it is increasing or decreasing over existing levels.

Different types of measurements are used to characterize the time-varying nature of sound. These measurements include the equivalent sound level ( $L_{eq}$ ), the minimum and maximum sound levels ( $L_{min}$  and  $L_{max}$ ), percentile-exceeded sound levels (such as  $L_{10}$ ,  $L_{20}$ ), the day-night sound level ( $L_{dn}$ ), and the community noise equivalent level (CNEL).  $L_{dn}$  and CNEL values differ by less than 1 dB. As a matter of practice,  $L_{dn}$  and CNEL values are considered to be equivalent and are treated as such in this assessment. Atmospheric conditions including wind, temperature gradients, and humidity can change how sound propagates over distance and can affect the level of sound received at a given location. The degree to which the ground surface absorbs acoustical energy also affects sound propagation. Sound that travels over an acoustically absorptive surface such as grass attenuates at a greater rate than sound that travels over a hard surface such as pavement. The increased attenuation is typically in the range of 1 to 2 dB per doubling of distance. Barriers such as buildings and topography that block the line of sight between a source and receiver also increase the attenuation of sound over distance.

**Table H. Definition of Sound Measurements**

<b>Sound Measurements</b>	<b>Definition</b>
Decibel (dB)	A unitless measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micro-pascals.
A-Weighted Decibel (dBA)	An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
Maximum Sound Level ( $L_{max}$ )	The maximum sound level measured during the measurement period.
Minimum Sound Level ( $L_{min}$ )	The minimum sound level measured during the measurement period.
Equivalent Sound Level ( $L_{eq}$ )	The equivalent steady state sound level that in a stated period of time would contain the same acoustical energy.
Percentile-Exceeded Sound Level ( $L_{xx}$ )	The sound level exceeded “x” percent of a specific time period. $L_{10}$ is the sound level exceeded 10 percent of the time.
Day-Night Level ( $L_{dn}$ )	The energy average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
Community Noise Equivalent Level (CNEL)	The energy average of the A-weighted sound levels occurring during a 24-hour period with 5 dB added to the A-weighted sound levels occurring during the period from 7:00 p.m. to 10:00 p.m. and 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
Peak Particle Velocity (Peak Velocity or PPV)	A measurement of ground vibration defined as the maximum speed (measured in inches per second) at which a particle in the ground is moving relative to its inactive state. PPV is usually expressed in inches/sec.
Frequency: Hertz (Hz)	The number of complete pressure fluctuations per second above and below atmospheric pressure.

**Table I. Typical A-Weighted Sound Level**

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110	Rock band
Jet flyover at 1,000 feet		
	100	
Gas lawnmower at 3 feet		
	90	
Diesel truck at 50 feet at 50 mph		Food blender at 3 feet
	80	Garbage disposal at 3 feet
Noisy urban area, daytime		
Gas lawnmower, 100 feet	70	Vacuum cleaner at 10 feet
Commercial area		Normal speech at 3 feet
Heavy traffic at 300 feet	60	
		Large business office
Quiet urban daytime	50	Dishwasher in next room
Quiet urban nighttime	40	Theater, large conference room (background)
Quiet suburban nighttime		
	30	Library
Quiet rural nighttime		Bedroom at night, concert hall (background)
	20	
		Broadcast/recording studio
	10	
	0	

Source: Caltrans 2013b

### Vibration

Operation of heavy construction equipment, particularly pile driving and other impacts devices such as pavement breakers create seismic waves that radiate along the surface of the earth and downward into the earth. These surface waves can be felt as ground vibration. Vibration from operation of this equipment can result in effects ranging from annoyance of people to damage of structures. Varying geology and distance would result in different vibration levels containing different frequencies and displacements. In all cases, vibration amplitudes would decrease with increasing distance.

Perceptible ground-borne vibration is generally limited to areas within a few hundred feet of construction activities. As seismic waves travel outward from a vibration source, they excite the particles of rock and soil through which they pass and cause them to oscillate. The actual distance that these particles move is usually only a few ten-thousandths to a few thousandths of an inch. The rate or velocity (in inches per second) at which these particles move is the commonly accepted descriptor of the vibration amplitude,

referred to as the peak particle velocity (PPV). Table J illustrates typical vibration levels associated with common construction equipment.

**Table J. Typical Vibration Levels Generated By Construction Equipment**

Equipment	PPV at 25 feet
Pile driver (impact)	0.644 to 1.518
Pile drive (sonic/vibratory)	0.170 to 0.734
Vibratory roller	0.210
Hoe ram	0.089
Large bulldozer	0.089
Caisson drilling	0.089
Loaded trucks	0.076
Jackhammer	0.035
Small bulldozer	0.003

Source: FTA 2006

Vibration amplitude attenuates over distance and is a complex function of how energy is imparted into the ground and the soil conditions through which the vibration is traveling. Tables K and L summarize guidelines developed by Caltrans for damage and annoyance potential from transient and continuous vibration that is usually associated with construction activity. Equipment or activities typical of continuous vibration include: excavation equipment, static compaction equipment, tracked vehicles, traffic on a highway, vibratory pile drivers, pile-extraction equipment, and vibratory compaction equipment. Equipment or activities typical of single-impact (transient) or low-rate repeated impact vibration include: impact piledrivers, blasting, etc.

**Table K. Guideline Vibration Damage Potential Threshold Criteria**

Structure and Condition	Maximum PPV (in/sec)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Extremely fragile historic buildings, ruins, ancient monuments	0.12	0.08
Fragile buildings	0.2	0.1
Historic and some old buildings	0.5	0.25
Older residential structures	0.5	0.3
New residential structures	1.0	0.5
Modern industrial/commercial buildings	2.0	0.5

**Note:** Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment.

**Table L. Guideline Vibration Annoyance Potential Criteria**

Structure and Condition	Maximum PPV (in/sec)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Barely perceptible	0.04	0.01
Distinctly perceptible	0.25	0.04
Strongly perceptible	0.9	0.10
Severe	2.0	0.4

**Note:** Transient sources create a single isolate vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment.

### Existing Conditions at Project Site

Land uses surrounding the Project alignment consist mainly of rural residential lots and some vacant lots along the north and south sides of the alignment. There are some small institutional or commercial uses located along the northern side of the alignment as well. Land uses along the southern side of the alignment are mainly institutional, commercial, and undeveloped/open land. The predominate noise source in the Project area is traffic along Limonite Avenue. A number of short-term and long-term noise measurements were taken in the City as part of the 2017 General Plan for the Noise Element, including measurements on or near Limonite Avenue (City 2017). Short-term monitoring location ST-15 was located on the north side of Limonite Avenue just east of Beach Street which is within the eastern portion of the Project study area. Changes in traffic noise levels resulting from the Project were predicted by the use of FHWA's Traffic Noise Model which is FHWA's computer program for highway traffic noise prediction and analysis.

### Regulatory Background, Noise Standards, and Thresholds of Significance

The Project alignment is located within the City of Jurupa Valley which has established maximum acceptable noise levels for land uses within the City for the purposes of land use compatibility planning and code enforcement. The City's land use compatibility standard for exterior noise for residential uses is 65 CNEL which is the most restrictive of the land use categories for uses along this portion of Limonite Avenue (e.g., institutional, commercial, etc.). However, the EIR for the 2017 General Plan concluded that noise levels along certain major roadways in the City, including Limonite Avenue, would exceed generally accepted land use noise standards now and in the future (City 2017). Land development projects along this portion of Limonite Avenue, especially in Land Use Policy Area 19 (i.e. south side of Limonite between the JCSD and JATC facilities) would be required to mitigate site specific noise impacts from anticipated roadway volumes prior to development.

Goal NE 2 of the Noise Element directs the City to "minimize excessive noise levels and community health risks due to mobile noise sources" which applies to the proposed Project on Limonite Avenue. In addition, Policy NE 2.1.1 requires roadway projects to consider "noise mitigation measures in the design and construction of new roadway projects in the City. Noise mitigation may include speed reduction, roadway design, noise-reducing materials or surfaces, edge treatments and parkways with berms and landscaping, and other measures." It should be noted that the General Plan EIR determined sensitive land uses adjacent to Limonite Avenue are now and would be exposed to significant noise impacts in the future due to high

volumes of traffic which cannot be mitigated due to physical constraints along the roadway (City 2017). The following analysis applies specifically to the portion of Limonite Avenue within the proposed Project area.

#### Regulatory Background, Vibration Standards, and Thresholds of Significance

There are no applicable City standards for vibration-induced annoyance or structural damage from vibration. The California Department of Transportation (Caltrans) vibration damage potential guideline thresholds are shown in Table M.

**Table M. Vibration Damage Threshold Criteria**

Building Class	Continuous Source PPV (in/sec)	Single-Event Source PPV (in/sec)
Class I: buildings in steel or reinforced concrete, such as factories, retaining walls, bridges, steel towers, open channels, underground chambers and tunnels with and without concrete alignment	0.5	1.2
Class II: buildings with foundation walls and floors in concrete, walls in concrete or masonry, stone masonry retaining walls, underground chambers and tunnels with masonry alignments, conduits in loose material	0.3	0.7
Class III: buildings as mentioned above but with wooden ceilings and walls in masonry	0.2	0.5
Class IV: construction very sensitive to vibrations; objects of historic interest	0.12	0.3

Note: Class III buildings are considered to be representative of the wood framed residential structures. The threshold of 0.2 PPV is consistent with potential vibration damage threshold for houses with plastered walls and ceilings as per Tables 10, 12, and 15 of *Transportation and Construction Vibration Guidance Manual*.

Source: Caltrans 2013a.

The structural damage threshold for Class III buildings of 0.2 ppv in/sec is selected for analysis for residential structures. This threshold represents the vibration limits for structural damage to adjacent uses to the Project site. The Caltrans vibration annoyance potential guideline thresholds are shown in Table N. Based on the guidance in Table K, the “strongly perceptible” vibration level of 0.9 ppv in/sec is considered a threshold for a potentially significant vibration impact for human annoyance. This standard has been used in past CEQA documentation adopted by the City.

**Table N. Vibration Annoyance Criteria**

Average Human Response	ppv (in/sec)
Severe	2.0
Strongly perceptible	0.9
Distinctly perceptible	0.24
Barely perceptible	0.035

ppv: peak particle velocity; in/sec: inch(es) per second

Source: Caltrans 2013a

### Would the Project:

- a. Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

**Less Than Significant Impact With Mitigation Incorporated.** Impacts related to construction and operation of the proposed Project are discussed separately below.

#### Construction

As indicated in Chapter 2, Project Description, construction activities related to development of the Project would occur over an approximate nine month period. Construction activities would cause short-term elevated noise levels at the surrounding residences through the use of construction equipment such as paving equipment, bulldozers, backhoes, and heavy trucks. Table O below reflects noise levels for construction equipment that would be representative of equipment utilized for this proposed Project.

**Table O. Construction Noise Levels at Noise Sensitive Uses**

Equipment	Noise Level Based on Distance from Activity ( $L_{eq}$ dBA)			
	50 feet	100 feet	500 feet	1,000 feet
Ground Clearing/Demolition	84	78	64	58
Excavation	88	82	68	62
Roadway Base Construction	88	82	68	62
Paving and Site Cleanup	84	78	64	58

Source: Federal Transit Agency (FTA), Transit Noise and Vibration Impact Assessment (2006) and EPA.

Based on the types of construction activities and equipment required for the proposed Project, noise levels at 50 feet from the center of construction activities would generally range from 84 to 88 dBA during peak periods. The construction of the roadway widening would occur along the 0.74 mile Project length. Construction equipment would operate in a linear fashion along the project site which would result in increasing noise levels as equipment approach and diminishing noise levels as equipment operate further from an individual receptor location. In addition, because not all equipment would be operating at the same time or for the entire day, the noise level from project construction would be substantially lower. In addition, any increase in the background noise level due to project construction would be temporary.

Significant noise impacts would be avoided by the limiting noise-generating construction activity to within the hours permitted by City's Municipal Code (i.e., not permitted between 10:00 PM to 7:00 AM on weekdays or between 5:00 PM and 8:00 AM on Saturday or anytime on Sunday or federal holidays). Construction activities are also considered short-term and is anticipated to occur over a nine-month period. In addition, measure NOI-1 is proposed to reduce temporary construction-related noise impacts to less than significant levels.

**NOI-1** Construction noise would be temporary and limited to the duration of the planned roadway construction activities. The following noise control measures would also be incorporated into the Project contract specifications to minimize construction noise effects:

- All noise-producing project equipment and vehicles using internal combustion engines would be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specifications. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) would be equipped with shrouds and noise control features that are readily available for that type of equipment.
- All mobile or fixed noise-producing equipment used on the Project that is regulated for noise output by a local, state, or federal agency would comply with such regulations during project construction activity.
- Electrically powered equipment would be used instead of pneumatic or internal combustion powered equipment where feasible.
- Material stockpiles and mobile equipment staging, parking, and maintenance areas would be located as far as practicable from noise-sensitive receptors (i.e., residences on the north side of Limonite Avenue near the eastern and western boundaries of the Project area).
- Construction site access road speed limits would be established and enforced during the construction period.
- The hours of construction, including maintenance activities and soil or material transport, would be restricted to the periods and days permitted by the City noise ordinance. Noise-producing project activity would comply with local noise control regulations affecting construction activity or obtain exemptions there from.
- The onsite construction supervisor would have the responsibility and authority to receive and resolve noise complaints. Prior to the start of construction, the City shall develop and advertise a clear appeal process for property owners and occupants that would allow for the timely resolution of noise problems that cannot be immediately solved by the site supervisor.

## Operation

**General Plan Noise Element Impacts.** Figure 7-5 in the Noise Element of the General Plan shows the 60 CNEL contour approximately 800 feet from the centerline of Limonite Avenue (both north and south of the roadway) which encompasses the residential uses in the northeastern and northwestern portions of the Project area. Figure 7-6 of the Noise Element indicates the 60 dBA CNEL contour would expand to approximately 1,100 feet from the centerline of Limonite Avenue at buildout (year 2035) conditions analyzed as part of the General Plan. These conditions assumed widening Limonite Avenue to 6 lanes sometime before buildout. Under these conditions the 70 dBA CNEL contour would expand to approximately 250 feet from the centerline of Limonite Avenue both north and south of the roadway.

Changes in City-wide traffic noise were evaluated in the General Plan Noise Assessment<sup>7</sup> which was based on increases in traffic volumes over time but did not account for any changes in the location of travel lanes such as in the proposed Project. As such, that analysis is applicable for those locations where there are no noise sensitive uses proximate to proposed lanes that would be located closer to existing structures. Table P shows that ambient noise levels already exceed City standards, as discussed in the 2017 General Plan EIR. The EIR also concluded that future noise impacts along major roadways like Limonite Avenue would continue to be significant and that mitigation along the entire roadway was considered infeasible due to physical limitations. It should be noted that the “worst case” General Plan assumption was the eventual expansion of Limonite Avenue to 6 lanes whereas the current Project is expansion to 4 lanes, therefore noise impacts of the Project would be less than those shown in Table P.

**Table P. Estimated Long-Term Noise Level Changes along Limonite Avenue (General Plan EIR Analysis)**

Timeframe	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL 50 feet from centerline of outermost lane
Existing (2015)	20,418	176	379	817	77.5
Buildout (2035)	28,737 (+40.7%)	245	527	1,135	78.6 (+1.1)

Source: Tables 4.12.D and 4.12.G, 2017 General Plan EIR, Section 4.12, *Noise*. Limonite Avenue between Bain St. and Collins Street.

Note: The Buildout 2035 ADTs of 33,503 were based on volumes calculated for a proposed 6-lane configuration for Limonite Avenue. The General Plan proposes a 4-lane configuration which has a projected 28,737 ADT. Use of the 33,503 ADT represents a worst-case traffic volume relative to noise level increases.

**Proposed Project Impacts.** Noise associated with the proposed roadway widening was evaluated using a site-specific traffic noise model, the Federal Highway Administration’s Traffic Noise Model (TNM). The centerlines of each travel lane were used as inputs to the TNM for both existing conditions with 2 lanes and under the Project’s proposed 4 lanes. The proposed Project would move the westbound lanes approximately 35 feet closer to an existing residential structure that is approximately 1,500 feet east of the intersection of Limonite Avenue and Bain Street (on APN 162-200-010). This is considered the “worst case” operational noise impact location - other locations along the proposed roadway widening would experience less traffic noise increases. Traffic volumes were obtained from the City of Jurupa Valley General Plan Traffic Study (LSA 2016). According to the TNM, the Project would result in potential

<sup>7</sup> City of Jurupa Valley California Draft General Plan Update Noise and Vibration Study. LSA 2017.

increases in noise exposure due to increases in traffic volumes along Limonite Avenue as well as bringing westbound traffic lanes closer to existing residential uses (APN 162-200-010), as shown in Table Q. This impact is addressed by Mitigation Measure NOI-2 below.

**Table Q. Estimated Long-Term Noise Level Changes along Limonite Avenue (TNM Analysis)**

Timeframe	ADT	CNEL Property Line with General Plan Lanes	CNEL 50 feet from centerline of outermost lane
Existing (2015)	20,765	73.9	71.9
Buildout (2035)	33,503 (+61%)	77.9	74.5
Traffic Noise Increase		4.0	2.6

Source: FHWA's Traffic Noise Model (TNM).

**Future Land Uses.** It should also be noted that future residential land uses on currently vacant land can be mitigated on a case by case basis by requiring site specific mitigation. For example, the EIR for the Paradise Knolls Specific Plan that allows for the construction of hundreds of new homes on the Paradise Knolls Golf Course property proposed a number of mitigation measures (i.e., walls, setbacks) for units along Limonite Avenue to reduce noise impacts from roadway traffic to less than significant levels.

**Summary of Impacts.** The General Plan Noise Element and related General Plan EIR analysis originally indicated that implementation of the proposed Project would increase noise level at sensitive receivers by approximately 1 dB CNEL over the existing CNEL due strictly to traffic volume increases. While existing noise levels currently exceed the City's 65 dBA CNEL land use compatibility standard for single family residences, the relative increase associated with implementation of the proposed Project would not result in a significant impact since the anticipated overall change over ambient levels would be on the order of 1 to 2 dB which is not perceptible in outdoor environments. However, the more site-specific analysis shown in Table Q, based on the modeling of lanes located closer to the "worst case" residential property (i.e., most sensitive noise receptor), indicates that noise levels at that location could exceed the 3 dB audible noise threshold. Therefore, the estimated Project noise impact at this one residential location is potentially significant and requires mitigation.

#### Mitigation Measures

The operations phase of the Project would result in noise level increases in excess of 3 dBA due to the placement of travel lanes closer to an existing residence.

**NOI-2** Prior to completion and opening of this improved segment of Limonite Avenue, the City shall build a concrete masonry unit (CMU) wall adjacent to the southern property line of the residential use located 1,500 feet east of the intersection of Limonite Avenue and Bain Street (APN 162-200-010). The CMU would have a minimum height of 6 feet with an extent spanning the eastern and western property line boundaries. A gap shall be included in the CMU wall to allow vehicular access to the residence.

Implementation of NOI-2 would reduce noise levels associated with the roadway widening. Noise attenuation provided by the CMU wall would result in noise level reductions from 1 to 5 decibels depending on the location the receptor relative to the sound wall. This wall would reduce traffic noise

associated with the placement of Project traffic lanes closer to the most sensitive receptor residence as well as overall traffic volume increases along the roadway. With Implementation of NOI-2, long-term traffic noise impacts associated with implementation and operation of the proposed Project would be reduced to less than significant levels.

**b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**

**Less Than Significant Impact.** Construction of the proposed Project would generate and expose persons and structures to various amounts of groundborne vibration. Pile-driving and blasting are generally the sources of the most severe vibration during construction; however, neither pile driving nor blasting would be used during Project construction. Conventional construction equipment would be used for demolition and grading activities. Table R summarizes typical vibration levels measured during construction activities for various vibration-inducing pieces of equipment.

The closest sensitive receptor are several residential structures that would be located about 50 feet from construction activity in the eastern and western portion of the Project site. Table S, Vibration Annoyance Criteria at Sensitive Uses, shows the vibration annoyance criteria from construction-generated vibration activities proposed at the Project site. Table T shows the anticipated vibration relative to the nearest sensitive uses proximate to the Project site.

**Table R. Vibration Levels for Construction Equipment**

Equipment		ppv at 25 feet (in/sec)
Pile driver (impact)	upper range	1.518
	typical	0.644
Pile driver (sonic)	upper range	0.734
	typical	0.170
Vibratory roller		0.210
Large bulldozer		0.089
Caisson drilling		0.089
Loaded trucks		0.076
Jackhammer		0.035
Small bulldozer		0.003

ppv: peak particle velocity; ft: feet; in/sec: inches per second

Source: Caltrans 2013a; FTA 2006

**Table S. Vibration Induced Annoyance at Sensitive Uses**

<b>Equipment</b>	<b>Vibration Levels @ Nearest Vibration Sensitive Structures to the Project's Disturbance Area (ppv @ 50 ft)</b>
Vibratory Roller	0.074
Large bulldozer	0.031
Small bulldozer	0.001
Jackhammer	0.012
Loaded trucks	0.027
<b>Criteria</b>	<b>0.9</b>
<b>Exceeds Criteria?</b>	<b>No</b>

ppv: peak particle velocity

Source: FTA 2006 (Calculations can be found in Appendix G)

As shown in Table R, vibration would not exceed the criteria threshold when construction activities occur under maximum (i.e., closest to the receptor) or worst-case exposure conditions. These vibration levels represent conditions when construction activities occur closest to receptor locations. Construction-related vibration would be substantially less under average conditions when construction activities are located farther away. Because vibration levels would be below the significance thresholds, vibration generated by the Project's construction equipment would not be expected to generate strongly perceptible levels of vibration at the nearest uses and would result in less than significant vibration impacts related to vibration annoyance.

Table T, Structural Damage at Sensitive Uses, shows the potential for structural damage to sensitive uses from vibration activities. As shown in Table T, all vibration levels would be below the structural damage threshold at adjacent off-site structures. As such, impacts related to the potential for cosmetic structural damage would be less than significant and no mitigation is required.

**Table T. Structural Damage at Sensitive Uses**

<b>Equipment</b>	<b>Vibration Levels @ Nearest Vibration Sensitive Structures to the Project's Disturbance Area (ppv @ 50 ft)</b>
Vibratory Roller	0.074
Large bulldozer	0.031
Small bulldozer	0.001
Jackhammer	0.012
Loaded trucks	0.027
<b>Criteria</b>	<b>0.2</b>
<b>Exceeds Criteria?</b>	<b>No</b>

ppv: peak particle velocity

Source: FTA 2006 (Calculations can be found in Appendix G)

**Operational Vibration.** Caltrans does not consider roadway traffic to generally produce substantial levels of vibration. This is due to roadway vehicles having rubber air-filled tires and flexible suspension systems. Vibration generated from roadway vehicles could be produced by roadway discontinuities (potholes) which cause vehicle chassis to suddenly drop. Because the Project lanes are located approximately 50 feet from the nearest residential structure, vibration levels from roadway discontinuities would not be perceptible if they were to occur. As such, project related vibration impacts would be less than significant and no mitigation is required.

**c. A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?**

**Less Than Significant Impact.** The proposed Project would result in permanent increase in ambient noise levels in the Project vicinity. However, as mentioned above, the existing alignment currently exceeds the threshold of 65 dBA CNEL defined by the City of Jurupa Valley. Table P shows that noise levels associated with the proposed Project would increase no more than 1.1 dB. While this does represent a permanent increase, an increase of this magnitude would not be perceptible and would not represent a significant impact. Therefore, impacts would be less than significant, and no mitigation is required.

**d. A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?**

**Less Than Significant Impact With Mitigation Incorporated.** Inclusion of the proposed Project would result in a temporary increase in ambient noise levels in the Project vicinity associated with construction. As shown previously in Table J, construction equipment noise levels range from 77 to 87 dBA. Based on the types of construction activities and equipment required for the proposed Project, noise levels at 50 feet from the center of construction activities would generally range from 80 to 85 dBA during peak periods. Because not all of the equipment would be operating at the same time or for the entire day, the  $L_{eq}(h)$  from project construction would be substantially lower. In addition, any increase in the background noise level due to project construction would be temporary. Significant noise impacts would be avoided

by the limitation of noise-generating construction activity to within the hours permitted by County of Riverside's municipal code. Additionally, implementation of measures **NOI-1 and NOI-2** would reduce noise from construction and operation activities to the extent feasible and impacts would be reduced to less than significant levels.

- e. For a project located within an airport land use land use plan or, where such a plan has not been adopted, within 2 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?***

**No Impact.** The proposed Project site is not located within a two-mile radius of a public or private airport. Furthermore, no habitable structures are proposed as part of the proposed Project. Therefore, no noise impacts related to air traffic are expected. No impacts would occur.

- f. For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?***

**No Impact.** The proposed Project site is not located in the vicinity of a private airstrip. Furthermore, no habitable structures are proposed as part of the proposed Project. Therefore, no impacts would occur.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XIII. Population and Housing</b>				
Would the Project:				
a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Displace a substantial number of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Discussion

### Would the Project:

- a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?**

**No Impact.** The proposed Project consists of improvements to an existing roadway and are not expected to induce unplanned growth beyond that which is already anticipated by the City General Plan. Therefore, no significant impacts would occur.

- b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

**No Impact.** The proposed Project would require additional right-of-way in certain portions of the alignment, however, it would not displace any existing housing. Reconstruction of driveways, fences, walls, and front yard improvements, if necessary, would be performed under construction easements or rights-of-entry. No impacts would occur since no acquisition of homes is proposed for the proposed Project.

- c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

**No Impact.** The proposed Project would not displace existing housing. Reconstruction of driveways, fences, walls, and front yard improvements would be performed under construction easements or rights-of-entry. No impacts would occur since no acquisition of homes is proposed.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XIV. Public Services</b>				
Would the Project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a 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 following public services:				
1. Fire protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Police protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Schools?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project result in substantial adverse physical impacts associated with:

#### a1. Fire protection?

**Less Than Significant With Mitigation.** Fire protection service in the Project area is provided by the Riverside County Fire Department. The closest station to the Project site is Station 16 (Pedley) located at 9270 Limonite Avenue in the Pedley community of Jurupa Valley, approximately 0.4 mile east of the Project site. During the construction period, a minimum of one lane of traffic would be maintained in each direction. The construction associated with this proposed Project could affect the response times for fire service providers; however, access would continue to be provided along Limonite Avenue. In addition, there are alternative routes to provide ample access for fire service to all areas of the City and neighboring communities. Project construction activities would be temporary in duration and would not likely have effects that are substantially different than the same types of nuisance-like effects associated with typical construction activities in southern California. In order to minimize potential impacts to response times, construction-period coordination with emergency service providers, schools, businesses, and property owners would be conducted (see measure TRF-1 in Response XVI.e.) to inform the community and public services providers about project construction activities. This coordination would also ensure that access is maintained to and from the Project area during construction and is expected to satisfactorily minimize potential impacts. With implementation of TRF-1, potential impacts to fire services would be less than significant.

The proposed Project involves improvements to an existing roadway. The proposed Project would not result in an increase in population, and thus would not increase demand for community services. No fire stations would be acquired or displaced and therefore, there would be no new demand for fire services. The proposed Project would not induce growth or increase population in the study area or the greater community beyond that which has been previously planned for and would not result in the need for additional fire protection. No impacts from operation of the proposed Project would occur. The improved roadway would likely improve emergency access through the Project area, which would be a project benefit.

## **a2. Police protection?**

**Less Than Significant With Mitigation.** The City of Jurupa Valley is policed by the Riverside County Sheriff's Department. The nearest station is the Jurupa Valley Station located at 7477 Mission Boulevard in Jurupa Valley. As mentioned previously in Response XIV.a., the partial roadway closure could affect the response times for police service providers; however, access would continue to be provided along Limonite Avenue and there are enough alternative access routes that police services providers would still have ample access to all areas of the City and neighboring communities. In addition, implementation of construction-period coordination with emergency service providers, schools, businesses and property owners (measure TRF-1 in XVI.e.) would ensure that access is maintained to and from the Project area and that the police service providers are notified prior to the start of construction activities. With implementation of TRF-1, potential impacts to police services would be considered less than significant.

As mentioned previously, the proposed Project would not induce population growth in the area but rather accommodate growth that was previously planned and would not result in the need for additional police protection. No impacts from operation of the proposed Project would occur. The improved roadway would likely improve emergency access through the Project area, which would be a project benefit.

## **a3. Schools?**

**Less Than Significant Impact.** School services are provided by the Jurupa Unified School District and the Corona-Norco Unified School District in the City of Jurupa Valley. The closest schools to the proposed Project are Pedley Elementary School located at 5871 Hudson Street approximately 0.7 mile to the northeast and Troth Street Elementary School located at 5565 Troth Street approximately 0.9 mile to the northwest - both schools are within the Jurupa Unified School District (JUSD 2018).

Construction activities along the roadway would result in temporary, localized, site-specific disruptions upon the local schools primarily related to construction traffic from trucks and equipment in the area, partial street and lane closures that may affect morning school drop-off and afternoon school pick-up traffic. The lane closure may result in slightly longer travel distances and travel times for school buses and those dropping off and picking up students to and from school; however, there are enough alternative access routes in the surrounding neighborhoods to reach local schools. In addition, coordination with emergency service providers, schools, businesses, and property owners (measure TRF-1 in XVI.e.) would ensure that access is maintained to and from the Project area and that local schools are notified prior to the start of construction activities. Construction activities may also affect the walking routes along Limonite Avenue; however, there are enough alternative pedestrian access routes in the surrounding neighborhoods for students to reach local schools. The proposed Project would include standard safety

measures in compliance with County design standards to ensure pedestrians are protected from nearby construction activities. With implementation of TRF-1, potential impacts would be less than significant.

As mentioned previously, the proposed Project would not induce population growth in the area beyond that which has been previously planned and would not result in the need for a new or physically altered school. No impacts from operation of the proposed Project are anticipated.

#### ***a4. Parks?***

**Less Than Significant Impact.** South of Limonite Avenue, the Hidden Valley Wildlife Area and Nature Center is located along the Santa Ana River and provides an access point for walking, hiking, and equestrian trails. The Santa Ana River Trail and Parkway is 110-mile trail and bikeway corridor that reaches from the Big Bear Lake in the San Bernardino Mountains to the mouth of the Santa Ana River at the Pacific Ocean. The Santa Ana River Trail and Parkway travels through the Hidden Valley Wildlife Area. The Paradise Knolls Golf Course is located east of the Project site along Limonite Avenue at Downey Street and the Goose Creek Golf Course is located southwest of the Project site at 68<sup>th</sup> Street and Lucretia Avenue. The Hidden Valley Wildlife Area and Nature Center entrance is located off of Arlington Avenue, south of the Project site. The nearest trailhead to the Santa Ana River Trail and Parkway is the Mary Tyo Equestrian Trailhead located at the southeast corner of Ridgeview Avenue and Limonite Avenue. Construction activities related to the proposed Project could result in temporary, localized, site-specific disruptions and nuisances to park visitors, hikers, bikers, and equestrians. These disruptions and nuisances would potentially include construction-related traffic changes with trucks and equipment in the area, partial roadway closures, increased construction noise, vibration, lighting, and fugitive dust, and general views of construction equipment, and construction activities. Because Project construction activities would be temporary in duration and would not likely have effects that are substantially different than the same types of nuisance-like effects associated with typical construction activities in southern California, impacts would be less than significant. Furthermore, the Hidden Valley Wildlife Area and Nature Center and the Santa Ana River Trail and Parkway would remain open during construction of the proposed Project and the trailhead for the Mary Tyo Equestrian Trailhead would remain accessible. The proposed Project would not induce population growth in the area beyond that which has been previously planned for or that would necessitate the need for new or physically altered parks. No significant impacts to the operation of parks would occur with implementation of the proposed Project.

#### ***a5. Other public facilities?***

**Less-than Significant Impact.** Other public facilities include City Hall, which is located approximately 1.8 miles east of the proposed Project site, the Glen Avon Library located approximately 2.0 miles north of the proposed Project site, and the Louis Robidoux Library located approximately 4.7 miles northeast of the proposed Project site. As mentioned previously, the construction activities would result in temporary, localized, site-specific disruptions primarily related to construction-related traffic changes from trucks and equipment in the area, partial roadway closures, increased noise and vibration, lighting, and increases in fugitive dust. Because the Project construction activities would be temporary in duration and would not likely have effects that are substantially different than the same types of nuisance-like effects associated with typical construction activities in Southern California, and due to the distance of these facilities from the proposed improvements, impacts would be considered less than significant.

The proposed Project would not result in the generation of residents on the Project site. As a result the proposed Project would not result in substantial adverse physical impacts associated with the provision of any other public services, such as library services, and would not require new or physically altered governmental facilities, in order to maintain acceptable service ratios, response times, or other performance objectives for any other public facilities not discussed above.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XV. Recreation</b>				
Would the Project:				
a. 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Discussion

### Would the Project:

**a. 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?**

**No Impact.** The Hidden Valley Wildlife Area and Nature Center is located along the Santa Ana River and provides an access point for walking, hiking, and equestrian trails. The Santa Ana River Trail and Parkway also travels through the Hidden Valley Wildlife Area. The Paradise Knolls Golf Course is located east of the Project site along Limonite Avenue at Downey Street and the Goose Creek Golf Course is located southwest of the Project site at 68th Street and Lucretia Avenue. The proposed Project would not result in the increased use of any existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would be accelerated. Impacts would not occur.

**b. Include recreational facilities or require the construction of or expansion of recreational facilities that might have an adverse physical effect on the environment?**

**No Impact.** The proposed Project does not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. Impacts would not occur.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XVI. Transportation/Traffic</b>				
Would the Project:				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project:

- 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?**

**Less Than Significant Impact.** The proposed Project involves improvements to an existing roadway. The proposed Project includes the widening of approximately 0.74 mile of Limonite Avenue from Bain Street to Homestead Street, from two to four lanes. The proposed Project would align with the existing four lane sections that are present just east of Bain Street and just west of Homestead Street. The City of Jurupa Valley General Plan, Mobility Element designates Limonite Avenue from Bain Street to Homestead Street as an Urban Arterial with an ultimate 152-foot right of way. The City's 2017 General Plan, and its

supporting Environmental Impact Report (EIR) and Traffic Impact Assessment (TIA), projected Limonite Avenue would eventually be widened to a minimum of 4 lanes (as currently proposed) and even looked at an alternative of widening it to 6 lanes (see Appendix H). Table 2.D (Existing Traffic) of the City General Plan Traffic Study (LSA 2016) indicated this portion of Limonite Avenue currently had 20,418 average daily trips (ADT) with a Level of Service (LOS) F (volume to capacity ratio of 1.2) and suffers from considerable congestion during both AM and PM peak hours. Conversely, the TIA indicated the intersection of Bain Street and Limonite Avenue had LOS C or better at present, while the Homestead Street intersection with Limonite Avenue was not specifically studied in the General Plan TIA.

The future traffic volume along Limonite under the 4-lane scenario is shown in Table 3.D (Buildout Traffic LOS) of the City General Plan Traffic Study (LSA 2016) indicates traffic was projected to be 28,737 average daily trips (ADT) which resulted in a Level of Service (LOS) D along this portion of the roadway. If the road were to be widened to 6 lanes, as shown in Table 3.4, Future No Project Roadway LOS, and Table 3.A, Buildout Traffic LOS of the City General Plan Traffic Study (LSA 2016), the TIA estimated the future traffic would be 35,529 ADT at LOS C. During the General Plan process, the City observed Limonite Avenue was being used as a regional connector between area freeways and purposely chose to only widen Limonite Avenue to 4 lanes so as to not encourage additional non-resident cut-through traffic during peak hours.

The Riverside Transit Agency (RTA 2018) provides bus services along Limonite Avenue. Bus Routes 21 and 29 service the Project area with a stop on Limonite Avenue just west of Homestead Street. The proposed Project would not eliminate bus service or result in the relocation of any bus stops located along the Project area. The proposed Project would improve traffic circulation and reduce congestion in the area and tie into existing road configurations east of Bain Street and east of Homestead Street. The proposed Project would not conflict with applicable plans, ordinance, or policies that measure the effectiveness of the circulation system. Therefore, the proposed Project would result in an improvement over existing conditions and future conditions anticipated without the widened roadway. This Project would have less than significant impacts related to applicable traffic and transit planning and no mitigation is required.

***b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?***

**Less Than Significant Impact.** The proposed Project would not cause an increase in traffic since there would be no trip generation created by the Project (i.e., no new vehicle trips attributed to the proposed Project). This is because the proposed Project would not construct, nor facilitate the construction of, any new homes or businesses that would generate new vehicle trips. Project development would simply better facilitate existing and future traffic flow which at present is heavily congested during both peak hours. Implementation of the proposed Project would improve traffic conditions along Limonite Avenue. It would generally reduce congestion and would not conflict with adopted City or County CMP performance standards. Therefore, impacts in this regard are less than significant and no mitigation is required.

**c. *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

**No Impact.** The Project site is located approximately five miles northwest of the Riverside Municipal Airport, located at 6951 Flight Road in Riverside. This corporate airport services business-class aircrafts to small cabin-class aircrafts on two runways within 451 total acres. The proposed Project is not located within any airport influence area. The proposed Project would add additional travel lanes to an existing roadway, however, no portion of the Project roadway is within any airport influence area. In addition, the Project does not include any structures that would affect aircraft circulation, change air traffic patterns, or otherwise result in a safety risk. Therefore, no impacts would occur.

**d. *Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?***

**No Impact.** The evaluation of potential increases in hazards because of a design feature typically involve determining if any project-related features would result in changes to the circulation system that could result in physical impacts to automobile traffic or pedestrians. Some examples include poor sight-distance at intersections, sharp roadway curves, and placing a driveway/site-access along a high-speed roadway. The proposed Project would widen Limonite Avenue to tie into the existing four lane sections present west of Bain Street and west of Homestead Street. The improvements are intended to help the safety and improve the operation of the existing roadway. The proposed Project would not have any design features or incompatible uses that would increase hazards associated with traffic; therefore, no impacts would occur.

**e. *Result in inadequate emergency access?***

**Less Than Significant Impact With Mitigation Incorporated.** During construction, the Project may restrict access along Limonite Avenue for emergency vehicles and services. Upon completion, the Project would allow for greater emergency access by providing additional travel lanes and full shoulders in this portion of the roadway.

**Construction Impacts**

Some traffic would be generated during project construction from construction vehicles; however, the number of construction-related trips is anticipated to be small in comparison to the overall traffic volume carried by Limonite Avenue. During construction, emergency vehicle access could be affected from partial lane closures; however, one lane of traffic would be maintained in each direction at all times during construction. Access to the individual properties along Limonite Avenue would be maintained during construction. Implementation of TRF-1, which requires the preparation of Traffic Management Plan (TMP), would ensure that vehicular access is maintained during construction and would be coordinated with emergency service providers. Potential construction related traffic impacts would be reduced to less than significant with implementation of TRF-1.

**TRF-1** Prior to the start of construction, the City shall prepare a Traffic Management Plan (TMP) for the Project which will allow for coordination with emergency service providers, schools, businesses, and property owners. The TMP will be provided to emergency service providers

and school officials with construction plans prior to commencement of construction. The following will be included in the coordination effort.

Implement a construction management program that maintains access to and from the Project area community through signage, detours, flagmen, etc.

Coordinate with emergency services providers to ensure that alternative response routes to and from the Project area community are in place during construction of the proposed Project.

Provide access to all fire hydrants along all access routes and provide and maintain fire department vehicle access roads along project site.

Consult with local school officials to identify safe vehicular routes and pedestrian crossing for students traveling to and from schools in the Project area community during construction of the proposed Project.

Coordinate with the utility providers for relocation of utility lines and inform the utility users in advance about the date and timings of service disruptions.

Prepare temporary detour plans during the Plans, Specifications, and Estimates (PS&E) phase.

Provide notification to be sent to emergency service providers, local school officials, and any residents that may be substantially affected by any street closures (including partial and/or full closures) or traffic diversions at least two weeks in advance of the planned closure or diversion.

#### Operational Impacts

It is anticipated that construction of the proposed Project would have a beneficial effect on emergency vehicle response times due to the new traffic lanes and roadway improvements. The improvements are intended to help the safety and operation of the existing roadway. No negative long-term operational impacts are anticipated and no mitigation is required.

***f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?***

**Less Than Significant Impact.** The Riverside Transit Agency provides bus services along Limonite Avenue. Bus Routes 21 and 29 service the area with a stop on Limonite Avenue just west of Homestead Street. The proposed Project would not alter or conflict with existing bus stops and schedules, and impacts related to the Riverside Transit Agency transit services due to increased traffic on the roadway would be less than significant and no mitigation is required.

The Hidden Valley Wildlife Area and Santa Ana River Trail is located southwest of the site along the Santa Ana River and provides access to walking, hiking, and equestrian trails. The proposed Project would not impact any walking, hiking, or equestrian trails located on the Hidden Valley Wildlife Area or Santa Ana River Trail. At present there are no bicycle paths along Limonite Avenue. The Project proposes to install a 10-foot wide equestrian trail along the north side of the roadway and a 10-foot wide multi-use trail along the south side of the roadway. The proposed Project would not conflict with adopted policies, plans, or

programs regarding public transit, bicycle, or pedestrian facilities and would not decrease the performance or safety of any facilities. No impacts would occur.

	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XVII. Utilities and Service Systems</b>				
Would the Project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Have sufficient water supplies available to serve the Project from existing entitlements and resources, or would new or expanded entitlements be needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in a determination by the wastewater treatment provider that 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Discussion

### Would the Project:

#### ***a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?***

**No Impact.** The Jurupa Community Services District (JCSD) provides sewage collection and treatment service to the City of Jurupa Valley. The JCSD maintains a regional approach to sewer treatment by discharging wastewater to three different treatment plants from three independent sewer systems. They include the City of Riverside Treatment Plant, a treatment facility in Orange County, and a regional treatment plant operated by the Western Riverside County Regional Wastewater Authority. The JCSD operates Regional Wastewater Pump Station Plant No. 1 located along the south side of Limonite Avenue just east of the Bain Street intersection. The proposed Project does not include any use that would increase demand for wastewater treatment. As such, the proposed Project would not exceed wastewater treatment requirements of the RWQCB, and impacts would not occur.

***b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

**No Impact.** As mentioned previously, the JCSD provides wastewater treatment for the City. The proposed Project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. Impacts would not occur.

***c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

**Less Than Significant Impact.** The proposed Project would provide for the construction of two new box culverts under Limonite Avenue for Pyrite Creek. However, the anticipated impacts to the creek bed are considered minimal. No other new facilities or expansion of existing infrastructure is needed other than standard improvements associated with roadway construction, such as curb and gutter sections and storm drain structures. Therefore, impacts on the existing stormwater drainage facilities would be considered less than significant and no mitigation is necessary.

***d. Have sufficient water supplies available to serve the Project from existing entitlements and resources, or would new or expanded entitlements be needed?***

**No Impact.** The proposed Project is a roadway widening and does not contain any components that would require any long-term water services. No impacts would occur.

***e. Result in a determination by the wastewater treatment provider that 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?***

**No Impact.** As mentioned previously, the Jurupa Community Services District provides wastewater treatment for the City. The proposed Project does not contain any components that would generate any wastewater that would require treatment at a water treatment plant. No impacts would occur.

***f. Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?***

**Less Than Significant Impact.** Solid waste services in the City are provided by franchise agreement with Burrtec Waste Industries, Inc. (Burrtec) and USA Waste of California, Inc. (Waste Management). Burrtec and Waste Management service all residential and commercial establishments with trash and recycling services within the City-limits of Jurupa Valley. The Project site is within the Burrtec waste service area although areas west of Bain Street along Limonite Avenue are in the Waste Management service area. The closest transfer station is the Agua Mansa (Robert A. Nelson) Transfer Station located at 1830 East Agua Mansa Road in Riverside. Transfer stations are approved facilities for accepting commercial, residential, and industrial waste and serve as local collection points on the way to the final disposal site. The El Sobrante Landfill, located in the City of Corona has a capacity to process up to 70,000 tons of waste per week (County 2018). The Project would generate a minimal amount of construction waste. Disposal of this material would be contracted to a private disposal company and disposed of following applicable regulations. It is not anticipated that the amount of construction waste would exceed the capacity of local landfills. Impacts are considered less than significant and no mitigation is required.

***g. Comply with federal, state, and local statutes and regulations related to solid waste?***

**No Impact.** The proposed Project would comply with federal, state, and local statutes and regulations related to solid waste. No impacts are anticipated.

**XVIII. Tribal Cultural Resources**

- a. 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:
- i) 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), or
  - ii) A resource is 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 Resources Code Section 5024.1, the lead agency shall consider the significance of the resource of a California Native American tribe.

Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Discussion****Would the Project:**

- a. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074?***

**Less Than Significant Impact With Mitigation Incorporated.** A tribal cultural resource is considered a site, feature, place, cultural landscape, sacred place, or object which is of cultural value to a California Native American Tribe and is either eligible for the California Register of Historic Resources (CRHR) or a local register. The results of the Sacred Lands File Search conducted by the Native American Heritage Commission (NAHC) produced negative results. As noted by the NAHC, the absence of specific site information in the Sacred Lands File does not indicate the absence of Native American cultural resources within the Project area, so informal scoping letters were sent on September 13, 2018 to the 17 Tribal contacts with ancestral ties to the Project area. The letters informed them of a potential project within the area, requested information related to Cultural or Tribal resources within the Project area, and provided an opportunity to provide questions, comments, or concerns to the lead agency prior to formal Tribal consultation. Six responses from local Tribes were received but none of the responses relayed information concerning known cultural resources. However, the Soboba Band of Luiseño Indians considers the Project area to be sensitive for Tribal Cultural Resources and wishes to discuss specific Tribal concerns during the consultation period.

On October 22, 2018 the City sent letters to three tribes that had previously requested notification of proposed actions under AB 52 to determine if they wished to consult on the proposed Limonite Avenue widening Project.

- Andrew Salas with the Gabrieleno Band of Mission Indians – Kizh Nation
- Michael Mirelez with the Torres-Martinez Desert Cahuilla Indians
- Joseph Ontiveros with the Soboba Band of Luiseno Indians

The City only received one response to this request, from Mr. Ontiveros with the Soboba Band of Luiseno Indians, on December 27, 2018. (see Appendix C). Although this response was beyond the 30-day notification period for consultation under AB 52, the City indicated it would consult with the tribe if they so desired. However, neither Mr. Ontiveros or any other representative of the Soboba tribe subsequently contacted the City regarding consultation. Therefore, the City has exercised its due diligence and has put forth a good faith effort to consult with interested Native American tribes, as documented in Appendix C. Despite not receiving specific direction or input from the Soboba tribe regarding the Project, the City proposes to implement Mitigation Measures TCR-1 through TCR-3 to reduce potential impacts on any Tribal Cultural Resources to a less than significant level.

Implementation of the following Mitigation Measures TCR-1 through TCR-3 will reduce potential impacts on any Tribal Cultural Resources to less than significant levels.

**TCR-1 Native American Monitoring.** Prior to the start of construction, the City shall retain Native American Monitor(s) that represent the Tribes that have requested monitoring through consultation with the City during the AB 52 process. The City shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement(s). A copy of the agreement(s) shall be provided to the Jurupa Valley Planning Department prior to the start of construction.

**TCR-2 Treatment of Tribal Resources.** If a significant tribal cultural resource is discovered on the property during construction, ground disturbing activities shall be suspended 100 feet around the resource(s). A representative of the appropriate Native American Tribe(s) and the City Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented to protect the identified tribal cultural resources from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the tribal cultural resources in accordance with current professional archaeology standards. The treatment plan shall require monitoring by the appropriate Native American Tribe(s) during data recovery and shall require that all recovered artifacts undergo basic field analysis and documentation or laboratory analysis, whichever is appropriate. At the completion of the basic field analysis and documentation or laboratory analysis, any recovered tribal cultural resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City of Jurupa Valley. A final

report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department, the Eastern Information Center, and the appropriate Native American Tribe.

**TCR-3 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.

The City and/or any 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 City and/or any landowner(s) shall relinquish the artifacts through one or more of the following methods, and any landowner(s) shall provide the City Planning Department with evidence of relinquishment:

- a) If burials are found onsite, a fully executed reburial agreement will be required 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.
- b) A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.
- c) If more than one Native American Group is involved with the Project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.
- 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 Planning Department. Should curation be preferred, the City is responsible for all costs and the repository.

		Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XIX. Mandatory Findings of Significance</b>					
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, 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Does the Project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Discussion

### Would the Project:

- 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?**

**Less Than Significant Impact With Mitigation Incorporated.** The existing project vicinity is surrounded by various land uses including institutional land uses, open space areas, residences, wastewater treatment facility, the Santa Ana River, and the Hidden Valley Wildlife Area. The Project occurs within the MSHCP boundary and, as such, there are a number of special-status species that are covered species under the MSHCP. Consistency with the MSHCP measures and requirements provides mitigation of impacts to covered species. There are no natural communities classified as depleted within the limits of disturbance. Implementation of mitigation measures BIO-1 through BIO-11 ensures that potential direct and indirect effects during construction are avoided. There are no wildlife corridors within or adjacent to the Project’s limits of disturbance. However, the Santa Ana River is a biologically important corridor for plant and wildlife connectivity and movement in Riverside County. As its limits of disturbance, the Project site is approximately 370 feet from the floodplain of the Santa Ana River at the west end and approximately 1,200 feet on the east end. Therefore, it is unlikely the proposed Project would affect any animal

movement along the river corridor. In addition, implementation of mitigation measures **BIO-1** through **BIO-11** would minimize or avoid any potential for indirect effects. A portion of the Project area occurs within the Santa Ana River which represents MSHCP Existing Core A and contains important habitat for a wide range of species covered under the MSHCP. The widening improvements of the proposed Project are a covered activity under the MSHCP.

Regarding California history or prehistory, the Project site does not contain any known listed historical resources, although one local resource, the Pfennighausen Ranch, is immediately adjacent to the south side of the Project area. Potential impacts were identified in Section V, Cultural Resources. With implementation of Mitigation Measures CUL-1 through CUL-4 and TCR-1 through TCR-3, potential impacts to historical, archaeological, or paleontological resources would be less than significant.

- 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.)**

**Less Than Significant Impact With Mitigation Incorporated.** As described in the previous sections of this environmental checklist, the proposed Project would result in less than significant impacts with mitigation measures on biological resources, hazards/hazardous wastes, and traffic. Implementation of mitigation measures identified in the aforementioned resource areas of this document are required to reduce impacts to a less than significant level.

A cumulative impact could occur if the Project would result in an incrementally considerable contribution to a significant cumulative impact in consideration of past, present, and reasonably foreseeable future projects for each resource area. The cumulative study area for this roadway widening is generally confined to the City of Jurupa Valley. Limonite Avenue, including the segment that comprises the proposed Project, and the intersection of Limonite Avenue with Bain Street, were studied in detail in the City’s General Plan and its various elements, especially the Mobility Element as it relates to cumulative traffic impacts. In addition, the existing and buildout traffic data for Limonite Avenue, and the intersection of Limonite Avenue and Bain Street, was used to also evaluate potential cumulative impacts related to air quality, greenhouse gas emissions, and noise. For the City as a whole, the General Plan EIR identified significant environmental impacts related to criteria air pollutants and greenhouse gas emissions, noise, and traffic, but recommended compliance with a number of General Plan policies and goals to help reduce potential impacts to the greatest degree feasible. Based on the analysis in Sections I. through XVIII above, the Project would not have any significant impacts after implementation of the recommended mitigation, and there was no indication that the Project would result in a significant contribution to any cumulatively considerable impacts that were not already identified and mitigated to the extent feasible in the City General Plan EIR. Therefore, no additional mitigation for this Project is required to address cumulative impacts other than those Project-specific measures already identified above.

- c. Does the Project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

**Less Than Significant Impact With Mitigation Incorporated.** Based on the analysis of the above-listed topics, the proposed Project would have potentially significant environmental effects on biological

resources, and hazards/hazardous materials that could cause substantial adverse effects on human beings, either directly or indirectly. However, implementation of measures as provided within each of these resource topic sections of this environmental checklist would reduce project related potentially significant impacts to a less than significant level. Project-related air quality impacts for both construction and operation were determined to be less than significant, which can affect human health and safety, so no air quality mitigation was required. Mitigation Measures HAZ-1 through HAZ-3 would reduce impacts related to hazardous materials to less than significant levels, NOI-1 to limit construction noise, and TRF-1 for potential traffic safety impacts during construction, the proposed Project would result in less than significant environmental impacts to human health and safety.

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## **City of Jurupa Valley**

Chase Keys, PE	Project Manager
Steve Loriso, PE	City Engineer/Public Works Director
Ernest Perea	CEQA Administrator
Taylor Holt	Project Assistant

## **Psomas**

Kent Norton, AICP	Senior Project Manager
Jim Hunter, ENV SP	Principal-in-Charge
Ann Johnston	Resources Management Principal
Brad Blood, Ph.D.	Senior Environmental Scientist
Allison Rudalevige	Senior Biologist
Steve Norton	Senior Biologist
Charles Cisneros	Project Archaeologist
Kassie Sugimoto	Archaeologist
Melissa Macias	Paleontologist
Tin Cheung	Air Quality & Noise Director
Michael Deseo	GIS/Graphics

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**Appendices A – H**  
**Provided Under Separate Cover**

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Appendix I

**Responses to Comments on the  
Limonite Avenue Widening Project**

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## MEMORANDUM

February 5, 2020

**To:**

Chase Keys, P.E.  
CIP Manager  
Engineering Department  
City of Jurupa Valley  
8920 Limonite Avenue  
Jurupa Valley, California 92509

**From:**

Jim Hunter, ENV SP  
Psomas

**Subject:** Responses to Comments on the Limonite Avenue Widening Project - Bain Street to Homestead Street Initial Study/Mitigated Negative Declaration

## INTRODUCTION TO RESPONSES TO COMMENTS

The Initial Study/Mitigated Negative Declaration (IS/MND) for the Limonite Avenue Widening Project - Bain Street to Homestead Street (Project) was released for public review and comment by the City of Jurupa Valley on December 10, 2019. The public review period ended on January 11, 2020.

City of Jurupa Valley, as the lead agency, has evaluated all substantive comments received on the IS/MND, and has prepared written responses to these comments. In accordance with the California Environmental Quality Act (CEQA) Guidelines (14 *California Code of Regulations* [CCR] §15074[b]), the decision-making body of the lead agency must consider the IS/MND and comments received before approving the Project. This document, which will be provided to the City of Jurupa Valley City Council, as the decision-making body, has been prepared in accordance with CEQA and represents the independent judgment of the lead agency.

## LIST OF COMMENTERS

The following is the only public agency or private entity that submitted comments on the IS/MND that were received by January 11, 2020 (the end of the public review period). Comments have been numbered and responses have been prepared with corresponding numbers.

Comment Letter	Commenter	Date of Correspondence
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1	Jurupa Community Services District (JCSD)	December 18, 2019
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## RESPONSES TO ENVIRONMENTAL COMMENTS

This section includes responses to all substantive environmental issues raised in comments received on the IS/MND. When comments did not address the completeness or adequacy of the environmental documentation or when they did not raise environmental issues, the receipt of the comment is noted; no further response is provided as CEQA does not require a response in these instances.

This section is formatted so that the JCSD comment letter is followed immediately by the corresponding responses.

Chase Keys, P.E  
February 5, 2020  
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Richard "Dickie" Simmons, President  
Betty Folsom, Vice President  
Kenneth J. McLaughlin, Director  
Betty A. Anderson, Director  
Jane F. Anderson, Director



January 7, 2020

Mr. Chase Keys, PE, CIP Manager  
Engineering Department  
City of Jurupa Valley  
8920 Limonite Avenue  
Jurupa Valley, CA 92509  
Via email: [ckeyes@jurupavalley.org](mailto:ckeyes@jurupavalley.org)

RE: Notice of Availability/Intent (NOI) to Adopt a Mitigated Negative Declaration for the Limonite Avenue Widening – Bain to Homestead Project

Dear Mr. Keys:

Jurupa Community Services District (JCSD) has received the NOI for the Limonite Avenue Widening – Bain to Homestead project (hereinafter the "Project") and reviewed the Project's Initial Study/Mitigated Negative Declaration (IS/MND) prepared on behalf of the City of Jurupa Valley (City). The Project as described in the IS/MND consists of:

- widening and slight realignment of approximately 3,900 feet of Limonite Avenue from Bain Street to Homestead Street to provide two (2) additional travel lanes, a raised center median, curb and gutter, a 10-foot wide equestrian trail on the north-side of the street and a 10-foot wide multi-purpose trail along the south side of the street resulting in a curb-to-curb width of 76 feet within a 111-foot right-of-way;
- replacement of two 60-inch corrugated metal pipe (CMP) drainage structures in Pyrite Creek with two 12-foot by 12-foot concrete box culverts under the new roadway bed; and
- (tentative) permanent and temporary property acquisitions needed to implement the Project.

The IS/MND states the project is currently being designed with plans approximately 75 percent complete and the areas identified for various rights-of-ways and easements are subject to change with the final design. (IS/MND, pp. 2-47–2-21.)

JCSD provides water and wastewater services to approximately 20,000 acres in the western portion of the City, which includes the area in which the proposed Project is located. These comments are submitted in JCSD's capacity as a Responsible Agency regarding potential impacts to water and wastewater services and facilities.

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February 5, 2020  
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Mr. Chase Keys, PE, CIP Manager  
January 7, 2020  
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1. **The Project Description in the IS/MND is incomplete.** CEQA Guidelines §15378(a) defines "Project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment..." In a letter dated December 18, 2018 to Mr. Chase Keys (included as Attachment A), JCSD identified the following potential conflicts between the proposed Project and existing JCSD water and sewer facilities:

- grade adjustments may be required for various water valve cans and sewer manholes;
- relocation of water appurtenances including fire hydrants;
- relocation of 36-inch diameter sewer near Pyrite Creek Channel;
- loss of accessibility (for maintenance) to a 24-inch diameter force main sewer in Limonite Avenue due to the proposed median; and
- relocation of a 12-inch diameter gravity sewer in proximity to the proposed wingwall at Pyrite Creek Channel.

The Project Description in the IS/MND fails to mention any potential relocation or impacts to JCSD-owned facilities, even though this information was provided to the City over one year ago. In order to comply with the intent and spirit of CEQA, the IS/MND must include a complete and thorough Project Description and analysis that identifies impacted JCSD facilities and evaluates the potential impacts associated with relocating said facilities. JCSD recommends a subheading "Water and Sewer Facilities Relocation" be added on IS/MND, p. 2-21 following the discussion under the subheading "Drainage Improvements and Regulatory Permitting." Additionally, If the relocation of any JCSD facility will take place outside of the 250-foot buffer that constitutes the study area for biological resources or the area of potential effect (APE), which was not defined for cultural resources, supplemental biological and cultural resources assessments that covers the area of relocation shall be prepared by the City.

In its December 18, 2018 letter, JCSD requested updated plan information, indicated some of the potential conflicts need further research, and stated JCSD's willingness to meet with the City to discuss alternative options to minimize impacts to JCSD's existing facilities. The next correspondence from the City regarding this project was the NOI.

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2. **The IS/MND fails to identify JCSD as an agency from which subsequent approval is required.** IS/MND Figure 2 shows a portion of JCSD's Plant 1 (identified on the figure as Jurupa Community Services District Wastewater Treatment Plant) as being within the project's impact area. Figure 5a (Conceptual Improvement Plans shows a proposed fence, ground disturbance and temporary
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February 5, 2020  
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Mr. Chase Keys, PE, CIP Manager  
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<p>construction area on the Plant 1 site, which is Assessor's parcel number (APN) 162-220-002, and Table B. Estimated Impacts by Parcel (West to East) indicated a temporary construction easement for approximately 0.44 acres is required from APN 162-220-016; yet, JCSD is not identified in Table A. Potential Subsequent Project Permitting, as an agency from which an easement or encroachment permit will be required. The City will be required to obtain a Right of Entry or Temporary Easement for any work on JCSD property.</p>	2 cont.
<p>3. <b>The JCSD facility identified in the IS/MND as "Wastewater Treatment Plant" is known as Regional Lift Station Site.</b> Change all references to this facility in the IS/MND to Regional Lift Station Site. The Regional Lift Station Site functions as a regional wastewater pump station. Wastewater is no longer treated at this facility and referring to it as a wastewater treatment plant may lead to confusion for the reader.</p>	3
<p>4. <b>The lined pond at Regional Lift Station Site is not a jurisdictional feature.</b> Under the subheading "Jurisdictional Resources" page 3-22 of the IS/MND incorrectly states "The HA determined the San Sevaine Channel and the JCSD lined pond are jurisdictional features but do not have riparian/riverine resources and would not be impacted by the Project construction (Psomas 2018)." According to the <i>Habitat Assessment for the Limonite Avenue Widening – Bain to Homestead Project</i> (IS/MND Appendix B-1), "The lined man-made basin is an isolated feature that would not be under the jurisdiction of the USACE because it lacks connectivity or adjacency to a navigable water and would not affect interstate commerce. Based on historical aerial images (i.e., Google Earth), the lined basin was created between 2003 and 2005 in uplands in the JCSD Service Yard, expanded between 2009 and 2011, and lined between 2014 and 2016. Vegetation or sediment was not observed in the basin during the field survey. Since this basin was created entirely within uplands and does not provide wildlife habitat, it would not be considered under the jurisdiction of the RWQCB or the CDFW. Based on current proposed Project design plans, this basin would not be impacted." (<i>Habitat Assessment</i>, p. 10.) Correct all instances in the IS/MND that refer to the lined basin as jurisdictional or potentially jurisdictional. The basin is unvegetated, located in an upland area, does not provide wildlife habitat, and lacks connectivity.</p>	4
<p>5. <b>Mitigation measures BIO-1 and BIO-2 constitutes deferral of analysis.</b> Both mitigation measures BIO-1 and BIO-2, as set forth in the IS/MND, requires the City to investigate alternative designs for the two Pyrite Creek culverts that would reduce or eliminate impacts to jurisdictional resources, wildlife movement, and least Bell's vireo (LBV) habitat along Pyrite Creek. Given the potential impact these two box culverts would have on both biological resources and existing JCSD facilities, it is imperative that alternative designs be investigated, and an environmentally superior alternative identified prior to approval of the project.</p>	5

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Further, identifying alternative designs with fewer impacts outside of the CEQA process deprives JCSD, as a responsible agency, as well as other agencies and the project, to review and comment on said alternative designs. Additionally, depending upon the alternative design selected, additional analysis may be required. JCSD requests the City not adopt the MND or approval the project until the alternative analysis is complete, and it is determined that the IS/MND adequately identifies and evaluates impacts for all considered alternatives.

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5 cont.

6. **Culturally sensitive areas must be identified prior to adoption of the IS/MND and include coordination with JCSD.** Mitigation measure CUL-1 requires the City to retain qualified archaeologist prior to the start of construction to monitor all ground-disturbing activities within the Culturally Sensitive Areas identified by the City. The IS/MND does not identify the potential location of Culturally Sensitive Areas; rather, mitigation measure CUL-1 states "The City shall identify culturally sensitive areas (sic) prior to retaining a qualified archaeologist based on the anticipated excavation/grading depths." This implies the City has not fully identified the three-dimensional project footprint. To the extent allowed by law, Culturally Sensitive Areas should be identified prior to adopting the IS/MND and approving the project. Further, since relocation of certain JCSD underground facilities may likely be required as a result of the project, coordination with JCSD is necessary to establish the extent of excavation needed for such relocation.
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7. **Potentially sensitive paleontological resources must be identified prior to adoption of the IS/MND and include coordination with JCSD.** The project's *Cultural Resources Study* states the project area is considered sensitive for paleontological resources but then defers identification of areas sensitive to paleontological resources and determining the locations and depths of all areas that require paleontological monitoring to the City prior to the start of construction. (Cultural Resources Study, pp. 1213). As stated in comment 8, this implies the City has not fully identified the three-dimensional project footprint. To the extent allowed by law, areas requiring paleontological monitoring should be identified prior to adopting the IS/MND and approving the project. Further, since relocation of certain JCSD underground facilities may likely be required as a result of the project, coordination with JCSD is necessary to establish the extent of the area proposed to be monitored.
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8. **The IS/MND provides no substantiation that the two proposed 12-foot by 12-foot box culverts are appropriately sized replacements for the existing 60-inch diameter corrugated metal pipe (CMP) structures.** Neither the IS/MND, any of its attached appendices, or references cited in Chapter 4 identifies the quantity or speed of flows conveyed by the existing CMP structures; nor does it appear that there was a hydrology study prepared to confirm if the two proposed box culverts are appropriately sized. In the absence of evidence to support the two proposed 12-foot by 12-foot box culverts, the statement in
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response to checklist item IX.e that impacts would be less than significant with mitigation (IS/MND, p. 3-56) is conclusory.

8 cont.

9. **Impacts regarding Utilities and Service Systems** (Checklist questions XVII.a, XVII.b., and XVII.e). The District concurs that implementation of the proposed road widening will not result in the need for new or expanded water wastewater treatment facilities. However, as discussed above in comment 1, the proposed project has the potential to require the relocation of existing sewer facilities, which constitutes a reasonably foreseeable indirect physical change in the environment that must be evaluated in the IS/MND.

Considering the above comments, JCSD requests, prior to consideration of the IS/MND, the City:

- revise the IS/MND to include the necessary analysis of the relocation of JCSD facilities;
- make the indicated revisions regarding the analysis and mitigation of impacts to biological and cultural resources;
- identify feasible alternatives to the proposed box culverts, which must include coordination with JCSD to minimize or reduce impacts to JCSD facilities;
- provide basis of design and hydrology report for culvert design and sizing
- provide JCSD with copies of the response to this letter and all notices of upcoming hearings regarding the proposed project.

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If you have any questions, please feel free to contact me at (951) 685 – 7434 x118 or by email at [erhee@jcsd.us](mailto:erhee@jcsd.us).

  
Eddie Rhee, P.E.  
Engineering Manager

Attachment A: December 2018 letter to the City

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Jane F. Anderson, President  
Richard "Dickie" Simmons, Vice President  
Betty Folsom, Director  
Kenneth J. McLaughlin, Director  
Betty A. Anderson, Director

December 18, 2018

City of Jurupa Valley  
Chase Keys, Project Manager  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

RE: City of Jurupa Valley, Limonite Avenue Widening Project- Bain Street to Homestead Street (Project No. 17-B.2)


Jurupa Community Services District (JCSD) has received the City of Jurupa Valley's Request for Utility Information letter dated October 26, 2018 showing proposed street improvements on Limonite Avenue from Bain Street to Homestead Street. JCSD staff has reviewed the proposed work and verified that the District does have existing sewer and water facilities within the limits of the proposed project.

JCSD acknowledges that there might be potential utility conflicts as a result of the proposed improvements. Based on the plans provided, we have noted the following items for possible conflicts:

- Grade adjustments for various water valve cans and sewer manholes
- Relocation of water appurtenances including fire hydrants
- Relocation of 36" sewer trunk sewer near Pyrite Creek channel
- 24" Force Main in the proposed median due to accessibility
- 12" gravity sewer near proposed wingwall at Pyrite Creek Channel

Please continue to send us updated plan information with an estimated construction schedule when available. Some of these items need further research and the District is willing to meet with the City to discuss alternative options to minimize impacts to our existing facilities.

If you have any questions, please feel free to contact me at (951) 685 – 7434 x118 or by email at [erhee@jcsd.us](mailto:erhee@jcsd.us).

  
Eddie Rhee, P.E.  
Senior Engineer

Copy: JCSD – File

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**Letter 1**            Jurupa Community Services District  
                         Eddie Rhee, P.E  
                         December 18, 2019

# **Responses to Comment Letter 1**

1. The City used preliminary design drawings (+/- 30%), the best available technical and engineering information and local agency guidance when preparing the Project description for the proposed widening of Limonite Avenue between Bain and Homestead. The City was aware of the potential for utilities conflicts with JCSD and other utility providers. Since receiving this comment letter from JCSD, City Engineering staff have met in person with JCSD staff to proactively begin defining solutions that will resolve the conflicts between the proposed Project features/improvements and JCSD utility lines. Both JCSD and City staff feel confident that the utility conflicts can be resolved within the existing Limonite Avenue right-of-way and inside the limits of both temporary and permanent disturbance boundaries that were analyzed in the IS/MND for the proposed Project. Based on the magnitude of the impacts associated with the demolition and reconstruction of the 3,900 feet of road improvements evaluated in the IS/MND, the construction measures necessary to resolve utility conflicts along the proposed Project are not anticipated to result in any more substantive or additional impacts beyond those addressed in the IS/MND. Thus, no revisions to the Project description and no changes to the findings or conclusions of the IS/MND are warranted.
2. The City recognizes that JCSD is an important stakeholder in the success of the proposed Project as are other landowners along the Project alignment. To that end, the City envisions working collaboratively with JCSD staff during the remaining design and implementation phases of the proposed Project and is committed to working in good faith to obtain the requisite construction and long-term operational easements from JCSD and other landowners along the Project alignment.
3. The correction in facility title is noted and incorporated by reference into the IS/MND.
4. Thank you for identifying this inconsistency in how the lined pond was designated in the IS/MND and technical appendices. The Habitat Assessment (HA) attached to the IS/MND included a discussion of the lined pond as a potential jurisdictional feature because it has the capacity to hold water, and surface water was observed upon review of historic aerial imagery. The HA's analysis did, however, conclude that the lined pond was not a jurisdictional feature. The only jurisdictional features identified in the HA for the Limonite Widening Project are the San Sevaine Flood Control Channel and Pyrite Creek.

It appears that the IS/MND incorrectly included "the JCSD lined pond" in the first sentence under Jurisdictional Resources on page 3-22. The correct jurisdictional determination regarding the lined pond at Regional Lift Station Site is as noted in the paragraph above. This correction to page 3-22 is incorporated into the IS/MND by reference.

5. The IS/MND identified the maximum area of potential ground disturbance associated with construction of the proposed Project and analyzed the worst case potential environmental impacts based on the best available information, conceptual Project design, and anticipated construction methods. The City prepared an IS/MND for the Project with the understanding that potential impacts would be avoided and/or reduced to less than significant levels following mitigation. The

biological impact analysis for the proposed Project evaluates the potential worst-case impacts on the flora and fauna of the identified disturbance area for the proposed Limonite Avenue road improvements and includes mitigation measures with specific performance metrics and standards that the City must meet in implementing the Project. The fine-tuning of the Project design to lessen the defined worst-case impacts is part of the mitigation approach, and does not represent a deferral of impact analysis. This process would not result in new impacts beyond the worst-case analysis conducted in the IS/MND. Additionally, State CEQA Guidelines do not require that alternatives be addressed in an MND because it is understood that all significant impacts identified in the MND will be fully mitigated to a less than significant level; and thus, consideration of alternatives to reduce significant impacts that cannot be fully mitigated is not necessary.

6. The location of cultural resources is not identified in a document that will be reviewed by the public. This approach follows industry standard best management practices and protects the integrity of cultural resources from vandalism and theft. The methods and analysis documenting the potential impacts to cultural resources presented in the IS/MND are in accordance with Section 15064.5 of the California Environmental Quality Act (CEQA) guidelines and the Office of Historic Preservation. Furthermore, the analysis in the IS/MND (Section V[a through c] on pages 3-33 through 3-36) concludes that no known culturally sensitive areas will be impacted by the Project. However, in the unlikely event that cultural resources are encountered during Project construction, mitigation measures are identified in the IS/MND to minimize potential impacts and protect significant buried cultural resources that may be discovered.

As noted above, City Engineering staff have met with JCSD staff to proactively begin defining solutions that will resolve the conflicts between the proposed Project features/improvements and JCSD utility lines, and they are committed to collaborating with JCSD staff during the continuing design and implementation phases of the Project.

7. The exact location of paleontological resources, similar to cultural resources as discussed above, are not identified in a document that will be reviewed by the public. This approach follows industry standard best management practices and protects the integrity of resources from vandalism and theft. The methods and analysis documenting potential impacts to paleontological resources presented in the IS/MND are in accordance with CEQA guidance and the Society for Vertebrate Paleontology (SVP). Moreover, the analysis in the IS/MND (Section V[a through c] on pages 3-33 through 3-36) concludes that no known paleontological resources will be impacted by the Project, although mitigation measures are identified to minimize potential impacts and protect significant buried paleontological resources if any are discovered during ground disturbing activities.
8. The culvert's preliminary design is consistent with Riverside County Flood Control & Water Conservation District Hydrology Manual. The guidelines state that under a full build-out scenario, adequate culverts shall be provided to accommodate the 100-year storm with maximum ponding to an elevation 2 feet below the road centerline profile grade. Additionally, there is a 10' x 10' dual box culvert approximately 1.8 miles upstream of the Project location; therefore the upsize to a 12' x 12' dual box culvert for this Project would seem reasonable due to additional flow and area accumulated downstream of the existing 10' x 10' dual box culvert. Final details of the culvert flow calculations, construction details and design features will be included in the final Project submittal.

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9. As described in Response # 1 above, City Engineering staff have met in person with JCSD staff to proactively begin defining solutions that will resolve the conflicts between proposed Project features/improvements and JCSD utility lines. Both JCSD and City staff feel confident that the utility conflicts can be resolved within the existing Limonite Avenue right-of-way and inside the limits of both temporary and permanent disturbance boundaries that were analyzed in the IS/MND for the proposed Project. Based on the magnitude of the potential impacts associated with the demolition and reconstruction of the 3,900 feet of road improvements and construction buffer area that was evaluated in the IS/MND, the construction measures necessary to resolve individual utility conflicts along the proposed Project are not anticipated to result in more substantive or additional impacts beyond those addressed in the IS/MND. Thus, no changes to the analysis, findings or conclusions of the IS/MND are expected or necessary.

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## **ATTACHMENT 3**

Final MMRP

# **LIMONITE AVENUE WIDENING PROJECT BAIN STREET TO HOMESTEAD STREET MITIGATION MONITORING AND REPORTING PROGRAM**



**PREPARED FOR:**

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509  
Contact: Chase Keys, PE  
951-332-6464

**PREPARED BY:**

Psomas  
1500 Iowa Avenue, Suite 210  
Riverside, CA 92507  
Contact: Jim Hunter, ENV SP  
714-751-7373

April 6, 2020

**MITIGATION MONITORING AND REPORTING PROGRAM FOR THE  
LIMONITE AVENUE WIDENING PROJECT  
BAIN STREET TO HOMESTEAD STREET**

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>BIOLOGICAL RESOURCES</b>				
<b>BIO-1: Riparian/Riverine Resources.</b> Prior to the start of road construction, the City shall investigate alternative designs for the two Pyrite Creek culverts that would reduce or eliminate impacts to jurisdictional resources and/or wildlife movement along the creek. If alternative designs are not feasible, the City shall prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP) report to identify specific impacts to riparian/riverine resources and recommend appropriate onsite and/or offsite compensation per the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). The DBESP report shall describe the proposed project's direct and indirect effects on riparian/riverine resources; demonstrates why avoidance is not feasible; minimization and compensation through minimization and/or compensation through restoration or enhancement; and a finding demonstrating that the mitigation would be biologically equivalent or superior to the habitat that would be impacted. Mitigation may include, but would not be limited to, (1) purchase of credits at a resource-agency approved conservation bank; (2) preservation of an existing riparian/riverine resource location; (3) enhancement of habitat at a known riparian/riverine resource location; and/or (4) creation of new riparian/riverine resource. The DBESP shall also describe monitoring requirements and performance criteria associated with the proposed mitigation. The City shall submit the DBESP to the Riverside County Resource Conservation Authority (RCA) for review and approval. Prior to the approval of a DBESP, the RCA shall provide the DBESP to the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) for a 60-day review and response period. The City shall obtain approval on the DBESP prior to the initiation of construction. In consultation with the RCA, the City may include Least Bell's Vireo under BIO-2 and Fairy Shrimp under BIO-4. The City shall obtain an approved DBESP prior to starting grading for the improved roadway within 200 feet of Pyrite Creek.	During final design, and at least six (6) months prior to the start of road construction	City of Jurupa Valley		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>BIO-2: Least Bell's Vireo.</b> Prior to the start of road construction, the City shall investigate alternative designs for the two Pyrite Creek culverts that would reduce or eliminate impacts to least Bell's vireo (LBV) habitat along the creek. If alternative designs are not feasible, construction should occur between August 1 and April 9 which is outside the LBV breeding season if feasible. Pursuant to MSHCP guidelines, a focused LBV survey is required if construction would occur during the breeding season which is between April 10 and July 31. If a focused survey determines that the site is occupied, per MSHCP Section 6.1.2 at least 90 percent of the occupied portions of the site that provide for the long-term conservation value for the identified species shall be conserved in a manner consistent with conservation of the species. If 90 percent of occupied habitat cannot be avoided, then the City would prepare a DBESP report to identify specific LBV impacts and recommend appropriate onsite and/or offsite compensation per the MSHCP. The DBESP report shall describe the proposed project's direct and indirect effects on LBV; demonstrates why avoidance is not feasible; minimization and compensation through minimization and/or compensation through LBV habitat restoration or enhancement; and a finding demonstrating that the mitigation would be biologically equivalent or superior to the habitat that would be impacted. Mitigation may include, but would not be limited to, (1) purchase of credits at a resource-agency approved conservation bank; (2) preservation of an existing LBV conservation area; (3) enhancement of habitat at a known LBV location; and/or (4) creation of new LBV habitat. The DBESP shall also describe monitoring requirements and performance criteria associated with the proposed mitigation. The City shall submit the DBESP to the RCA for review and approval. Prior to the approval of a DBESP, the RCA shall provide the DBESP to the USFWS and CDFW for a 60-day review and response period. The City shall obtain approval on the DBESP prior to the initiation of construction. In consultation with the RCA, the City may include Riparian/Riverine Resources under BIO-1 and Fairy Shrimp under BIO-4. The City shall obtain an approved DBESP prior to starting grading for the improved roadway within 200 feet of Pyrite Creek.	During final design and at least six (6) months prior to the start of road construction within 200 feet of Pyrite Creek.	City of Jurupa Valley		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>BIO-3: Jurisdictional Resources.</b> If feasible, the City would avoid impacts on jurisdictional waters associated with Pyrite Creek. Subsequent to the CEQA process, regulatory permits or approvals would likely be necessary from the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and the CDFW for impacts to waters under the regulatory authority of those agencies. Prior to the start of any grading or road construction, the City shall participate in a pre-application meeting with the affected agencies prior to submittal of permit applications to discuss existing conditions, confirm the agencies' jurisdiction over water resources in the study area, discuss impacts to these resources that would result from the project; discuss proposed avoidance, minimization, and mitigation measures to offset these impacts, and to discuss the regulatory permitting process. Following the pre-application meeting, the City of Jurupa Valley would prepare and process the appropriate permits through the appropriate resource agencies. It is possible that additional actions or design restrictions on the Project may be required by the resource agencies regarding impacts to areas under their respective jurisdictions.	At least six (6) months Prior to the start of any grading or road construction in jurisdictional areas.	City of Jurupa Valley		
<b>BIO-4: Fairy Shrimp.</b> If feasible, impacts to the former livestock watering pond would be avoided (south end of APN 162-200-011). If avoidance of the former pond is not feasible, a focused survey for listed fairy shrimp (FS) shall be conducted per MSCHP and other appropriate protocols prior to the start of construction of any roadway segment within 200 feet of the former pond site. The current USFWS survey protocol and MSHCP require one dry season and one wet season survey be completed within a three-year period by a permitted biologist. A dry season survey can be conducted any time of year when the substrate is dry. Based on lack of recent inundation, a wet season survey is not feasible and the USFWS shall be contacted to request a modified protocol survey that would consist of a dry season survey only. If FS are not found in the pond during the dry season survey, it would be concluded no FS are present in the pond and no further surveys or actions are required relative to FS. If FS are observed during the dry season survey and impacts to their habitat cannot be avoided, direct and indirect impacts on FS habitat and its associated functions and values shall be minimized to the greatest extent possible. Impacts that are unavoidable shall be mitigated such that the lost functions and values are replaced using a DBESP. The City shall prepare a DBESP report that describes the proposed project's direct and indirect effects on FS habitat; demonstrates why avoidance is not feasible; provides minimization and/or compensation through restoration or enhancement; and a finding demonstrating that the mitigation would be biologically equivalent or superior to the habitat that would be impacted.	At least six (6) months prior to the start of construction of any roadway segment within 200 feet of the former pond site (APN 162-200-011)	City of Jurupa Valley		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
Mitigation may include, but would not be limited to, (1) purchase of credits at a resource-agency approved conservation bank; (2) preservation of an existing FS location; (3) enhancement of habitat at a known FS location; and/or (4) creation of FS habitat and relocation of project soils to the creation site. The DBESP shall also describe monitoring requirements and performance criteria associated with the proposed mitigation. The City shall submit the DBESP to the RCA for review and approval. Prior to the approval of a DBESP, the RCA shall provide the DBESP to the USFWS and CDFW for a 60-day review and response period. The City shall obtain approval on the DBESP prior to the initiation of construction. In consultation with the RCA, the City may combine the DBESP for FS with the DBESP required under BIO-1 and/or BIO-2.				
<b>BIO-5: Sensitive Plants.</b> Prior to the start of road construction activities, a focused spring survey for Narrow Endemic Plant (NEP) and sensitive plant species not covered by the MSHCP as having a potential to occur in the Project area shall be conducted. The Project Habitat Assessment identified the following plants for a spring survey - San Diego ambrosia, white rabbit-tobacco, prairie wedge grass, and San Bernardino aster. The survey shall be conducted by a qualified biologist during the appropriate blooming period for all species with potential to occur in the study area. This generally requires multiple surveys between March and July. If a NEP species is detected, then impacts to 90 percent of those portions of the project site that provide for long-term conservation value of the NEP shall be avoided. If the 90 percent threshold cannot be met, a DBESP would be required to identify appropriate compensation for the impact. If a plant species not covered by the MSHCP is detected, then additional avoidance, minimization, or compensation actions may be required and would be implemented as needed, depending on the species' status and size of the impacted population. The City shall obtain an approved DBESP for sensitive plants prior to starting grading for the improved roadway. In consultation with the RCA, the City may combine the DBESP for NEP plants with the DBESP for Riparian/Riverine Resources required under BIO-1, the DBESP for least Bell's vireo under BIO-2, and/or the DBESP for fairy shrimp in BIO-4.	During a spring prior to the start of road construction activities (i.e., beginning in March/April)	City of Jurupa Valley		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>BIO-6:</b> <b>Burrowing Owl 1.</b> Pursuant to Section 6.3.2 of the MSHCP, a focused survey for burrowing owl (BUOW) would be conducted prior to the start of Project construction. The survey shall follow the <i>Burrowing Owl Survey Instructions for the Western Riverside County Multiple Species Habitat Conservation Plan Area</i> (Riverside 2006). This includes a habitat assessment, which was completed as part of the Project Habitat Assessment, followed by a focused survey for burrows and individual owls. Table 9-2 of the MSHCP states that if the site contains or is part of an area supporting less than 35 acres of suitable habitat, or the survey reveals that the site and the surrounding area supports fewer than 3 pairs of BUOW, then the onsite owls would be passively or actively relocated following accepted protocols. If the site supports more than 3 pairs of owls or greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs would be conserved onsite.	During a spring/summer prior to the start of Project construction (between March 1 and August 31)	City of Jurupa Valley		
<b>BIO-7:</b> <b>Burrowing Owl 2.</b> A pre-construction burrowing owl (BUOW) survey shall be conducted by a qualified biologist within 30 days prior to ground disturbance. If BUOW is observed and avoidance is not possible, then the RCA and Federal and State Wildlife Agencies shall be notified within 24 hours and a qualified biologist retained to prepare and implement a BUOW Protection and Relocation Plan (Plan).  The Plan shall be designed to humanely evict BUOW from all potentially occupied burrows and crevices within the Project study area. Prior to implementation of the Plan, the City shall obtain approval for the methods and timing of the effort by CDFW and the MSHCP. Also prior to exclusion, the City would coordinate capturing and tracking the owls onsite and in the vicinity to determine if any active nests occur onsite. Upon receipt of approval and confirmation of no active nests onsite, the Plan biologist would conduct a preliminary survey of the project site. The necessary number of exclusion devices would then be purchased and constructed. Exclusion devices would have one-way doors for each earthen burrow and avian exclusion netting for large rocky outcrops with potential to house burrowing owl. Seven days after door installation, the Plan biologist would remove all the doors and collapse the burrows.	Within 30 days prior to ground disturbance	City of Jurupa Valley		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>BIO-8: Stephens' Kangaroo Rat Fee.</b> Prior to the start of Project grading, the City shall pay the appropriate Stephens's Kangaroo Rat (SKR) fee to the RCA per the County's established SKR Habitat Conservation Plan (HCP).	Prior to the start of Project grading	City of Jurupa Valley		
<b>BIO-9: Pyrite Creek Construction.</b> The City shall limit construction along the Pyrite Creek channel so that no work occurs in the channel itself when surface water is flowing in the channel to avoid potential impacts on Santa Ana speckled dace.	During project construction	City of Jurupa Valley and Road Construction Contractor		
<b>BIO-10: Indirect MSHCP Effects.</b> The City shall implement the design guidelines in Section 6.1.4 of the MSHCP to minimize indirect impacts on adjacent Public/Quasi-public lands (i.e., Santa Ana River) including actions related to drainage, toxics, lighting, noise, invasive species, barriers, and grading/land development. The following measures would be incorporated to minimize adverse effect on water quality and the adjacent Public/Quasi-public lands: <ul style="list-style-type: none"> <li>a. Drainage/Toxics: A Storm Water Pollution Prevention Plan shall be prepared and implemented, including standard construction Best Management Practices to prevent sediment and petroleum products from entering drainages.</li> <li>b. Invasive Species: If any landscaping is included as part of the proposed Project, the landscaping plan would be reviewed by a qualified biologist to ensure that invasive species are not included in the plant palette. The Landscape Plan shall also use low water-using plants to the extent feasible to be consistent with Assembly Bill 1881. In addition, wattles used for erosion control would be certified as weed-free.</li> </ul>	Prior to and during project construction	City of Jurupa Valley and Road Construction Contractor		
<b>BIO-11: Raptors and Nesting Birds.</b> Construction should be planned to occur outside the peak nesting season for raptors (February 1 to June 30) and the peak nesting season for birds (March 1 to June 30). If construction would occur between February 1 and June 30, a pre-construction survey for active raptor/bird nests would be required. Restrictions may be placed on construction activities in the vicinity of any active nest until the nest is no longer active, as determined by a qualified Biologist.	Within 72 hours prior to construction and during project construction	City of Jurupa Valley, and Road Construction Contractor		
<b>CULTURAL RESOURCES</b>  <b>CR-1: Archaeological Monitoring.</b> A qualified archaeologist (the "Project Archaeologist") shall be retained by the City Planning Department prior to the start of construction. The City shall identify culturally sensitive areas prior to retaining a qualified archaeologist based on the anticipated excavation/grading depths. The City shall provide the locations and	Prior to and during project construction	City of Jurupa Valley, Qualified Archaeologist, and Road Construction Contractor		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>anticipated depths of all areas that require Archaeological Monitoring to the Project Archaeologist prior to the start of construction.</p> <p>The Project Archaeologist shall monitor all ground-disturbing activities within the Culturally Sensitive Areas identified by the City. If archaeological resources are encountered during the implementation of the Project, ground-disturbing activities would be temporarily redirected from the vicinity of the find. The Project Archaeologist would 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, CUL-2 shall apply.</p>				
<p><b>CR-2: Archeological Treatment Plan.</b> If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The Project Archaeologist and the City Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the Project 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.</p>	During project construction	City of Jurupa Valley, Road Construction Contractor, and Qualified Archaeologist		
<p><b>CR-3: Paleontological Monitoring.</b> A qualified paleontologist (the "Project Paleontologist") shall be retained by the City Planning Department prior to the start of construction. The City shall identify areas sensitive to paleontological resources prior to retaining a qualified paleontologist based on the anticipated excavation/grading depths. The City shall provide the locations and anticipated depths of all areas that require Paleontological Monitoring to the Project Paleontologist prior to the start of construction.</p>	Prior to and during project construction	City of Jurupa Valley, Road Construction Contractor, and Qualified Paleontologist		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
The Project Paleontologist shall monitor earth moving activities within the areas sensitive to paleontological resources identified by the City. If paleontological resources are encountered during implementation of the Project, ground-disturbing activities would be temporarily redirected from the vicinity of the find. The Project Paleontologist would 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, CUL-4 shall apply.				
<b>CR-4: Paleontological Treatment Plan.</b> If a significant paleontological resource(s) is discovered, the Project paleontologist and the City Planning Department shall develop a treatment plan 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.	During project construction	City of Jurupa Valley and Qualified Paleontologist		
<b>GEOLOGY AND SOILS</b>  <b>GEO-1</b> Prior to the start of road construction, the City Engineer shall confirm that Project plans conform to and have incorporated recommendations of the Project Geotechnical Engineering Report prepared by Terracon dated August 30, 2018 and/or subsequent authorized related report(s). The need for any additional geotechnical analysis or studies would be at the discretion of the City Engineer, and this measure shall be implemented to the satisfaction of the City Engineer.	Prior to the start of road construction	City Engineer		
<b>HAZARDS AND HAZARDOUS MATERIALS</b>  <b>HAZ-1:</b> Due to the possible presence of elevated lead concentrations within the yellow traffic markings along the roadway, the paint shall be sampled and tested for lead by trained and/or licensed professionals during construction. Representative samples of yellow striping paint shall be collected. The field and analytical data obtained during this study shall be used to provide a review of the sampling locations/descriptions, summary of the analytical results, and recommendations for striping paint removal, containment, and off-site transportation and disposal per applicable regulations if necessary. A copy of the findings shall be provided to the City Engineer.	During construction	Road Construction Contractor		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>HAZ-2:</b> Prior to construction, the contractor shall determine if or where dewatering of groundwater would be necessary for the Project, based on the results of the Project Geotechnical Engineering Report, prepared by Terracon, August 30, 2018, which indicates relatively shallow groundwater in the Project area. Any dewatering activities would require compliance with an individual permit from the Santa Ana Regional Water Quality Control Board, consistent with National Pollution Discharge Elimination System (NPDES) requirements. The Santa Ana Regional Water Quality Control Board would decide which permit is applicable, and if sampling is required, once it receives and reviews the Notice of Intent. This measure shall be implemented to the satisfaction of the City Engineer.	Prior to construction	Road Construction Contractor		
<b>HAZ-3:</b> If any pole-mounted electrical transformers must be disturbed during Project construction, the appropriate utility company shall be contacted to remove or relocate electric transformers as necessary. Any leaking transformers observed during Project construction shall be considered a potential polychlorinated biphenyls (PCB) hazard unless tested and shall be handled accordingly. This measure shall be implemented to the satisfaction of the City Engineer.	Prior to construction	City of Jurupa Valley and Road Construction Contractor		
<b>HYDROLOGY AND WATER QUALITY</b>				
<b>HYD-1:</b> At least 30 days prior to the start of construction, the City would file a Notification of Intent (NOI) with the State Water Resources Control Board for coverage under the state-wide NPDES permit for construction-related discharges. The Project contractor would also prepare a Storm Water Pollution Prevention Plan (SWPPP) that sets forth the Best Management Practices (BMPs) that would be implemented on site during Project construction. Implementation of the SWPPP within the Project site is monitored through site inspections by the Santa Ana RWQCB. Upon completion of all work and the satisfactory stabilization of all disturbed soil area, a Notice of Completion of Construction shall be sent to the Santa Ana RWCQB.	At least 30 days prior to the start of construction	City of Jurupa Valley and Road Construction Contractor		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>PPP 3.9-1:</b> As required by Municipal Code Chapter 6.05.050, <i>Storm Water/Urban Runoff Management and Discharge Controls, Section B (1)</i> , 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.	Prior to and during project construction	City Engineer and Road Construction Contractor		
<b>PPP 3.9-2:</b> As required by Municipal Code Chapter 6.05.050, <i>Storm Water/Urban Runoff Management and Discharge Controls, Section B (2)</i> , 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.	During project construction	City of Jurupa Valley		
<b>PPP 3.9-3:</b> As required by Municipal Code Chapter 6.05.050, <i>Storm Water/Urban Runoff Management and Discharge Controls, Section C</i> , 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	Prior to and during project construction	City Engineer		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>(c) Incorporating detention ponds and infiltration pits into the project design.</p> <p>(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:</p> <p>(a) Installing rain-gutters oriented towards permeable areas;</p> <p>(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</p> <p>(c) Designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas.</p> <p>(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.</p> <p>(4) Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.</p>				
<p><b>PPP 3.9-4:</b> As required by Municipal Code Chapter 6.05.050, <i>Storm Water/Urban Runoff Management and Discharge Controls, Section E</i>, 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.</p>	During project construction	City of Jurupa Valley		
<p><b>NOISE</b></p> <p><b>NOI-1:</b> Construction noise would be temporary and limited to the duration of the planned roadway construction activities. The following noise control measures would also be incorporated into the Project contract specifications to minimize construction noise effects:</p> <ul style="list-style-type: none"> <li>All noise-producing project equipment and vehicles using internal combustion engines would be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or</li> </ul>	During preparation of Project contract specifications and during project construction	City of Jurupa Valley and Road Construction Contractor		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>exceed original factory specifications. Mobile or fixed “package” equipment (e.g., arc-welders, air compressors) would be equipped with shrouds and noise control features that are readily available for that type of equipment.</p> <ul style="list-style-type: none"> <li>• All mobile or fixed noise-producing equipment used on the Project that is regulated for noise output by a local, state, or federal agency would comply with such regulations during project construction activity.</li> <li>• Electrically powered equipment would be used instead of pneumatic or internal combustion powered equipment where feasible.</li> <li>• Material stockpiles and mobile equipment staging, parking, and maintenance areas would be located as far as practicable from noise-sensitive receptors (i.e., residences on the north side of Limonite Avenue near the eastern and western boundaries of the Project area).</li> <li>• Construction site access road speed limits would be established and enforced during the construction period.</li> <li>• The hours of construction, including maintenance activities and soil or material transport, would be restricted to the periods and days permitted by the City noise ordinance. Noise-producing project activity would comply with local noise control regulations affecting construction activity or obtain exemptions there from.</li> <li>• The onsite construction supervisor would have the responsibility and authority to receive and resolve noise complaints. Prior to the start of construction, the City shall develop and advertise a clear appeal process for property owners and occupants that would allow for the timely resolution of noise problems that cannot be immediately solved by the site supervisor.</li> </ul>				
<p><b>NOI-2:</b> Prior to completion and opening of this improved segment of Limonite Avenue, the City shall build a concrete masonry unit (CMU) wall adjacent to the southern property line of the residential use located 1,500 feet east of the intersection of Limonite Avenue and Bain Street (APN 162-200-010). The CMU wall would have a minimum height of 6 feet with an extent spanning the eastern and western property line boundaries. A gap shall be included in the CMU wall to allow vehicular access to the residence.</p>	Prior to project completion and opening	City of Jurupa Valley		

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>TRANSPORTATION AND TRAFFIC</b></p> <p><b>TRF-1:</b> Prior to the start of construction, the City shall prepare a Traffic Management Plan (TMP) for the Project which will allow for coordination with emergency service providers, schools, businesses, and property owners. The TMP will be provided to emergency service providers and school officials with construction plans prior to commencement of construction. The following will be included in the coordination effort.</p> <p>Implement a construction management program that maintains access to and from the Project area community through signage, detours, flagmen, etc.</p> <p>Coordinate with emergency services providers to ensure that alternative response routes to and from the Project area community are in place during construction of the proposed Project.</p> <p>Provide access to all fire hydrants along all access routes and provide and maintain fire department vehicle access roads along project site.</p> <p>Consult with local school officials to identify safe vehicular routes and pedestrian crossing for students traveling to and from schools in the Project area community during construction of the proposed Project.</p> <p>Coordinate with the utility providers for relocation of utility lines and inform the utility users in advance about the date and timings of service disruptions.</p> <p>Prepare temporary detour plans during the Plans, Specifications, and Estimates (PS&amp;E) phase.</p> <p>Provide notification to be sent to emergency service providers, local school officials, and any residents that may be substantially affected by any street closures (including partial and/or full closures) or traffic diversions at least two weeks in advance of the planned closure or diversion.</p>	Prior to the start of construction	City of Jurupa Valley		

## **ATTACHMENT 4**

Resolution Adopting MND and MMRP

## RESOLUTION NO. 2020-75

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROPOSED LIMONITE AVENUE WIDENING, BAIN TO HOMESTEAD PROJECT**

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

**Section 1. Project.** The City of Jurupa Valley (“City”) proposes to widen Limonite Avenue between Bain on the west and Homestead on the east from two to four lanes including a raised center median, an equestrian trail on the north and multi-use path on the south (the “Limonite Avenue Widening Project” or “Project”).

**Section 2. 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 hereby makes the following environmental findings and determinations in connection with the approval of the proposed Project:

(a) The City is the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code § 21000 *et seq.*) lead agency for the Project.

(b) Pursuant to CEQA 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 a Mitigated Negative Declaration (“MND”) was prepared by the City in full compliance with CEQA.

(c) 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 December 10, 2019, and expired on January 11, 2020. Copies of the documents were available for public review and inspection at City Hall, 8930 Limonite Avenue, Jurupa Valley, California 92509. The City received 1 comment during the public review period.

(d) On August 20, 2020 the City Council considered the MND for the Project, together with the staff report, supporting documents, and other materials that constitute the record of proceedings for this Resolution, as well as any public comments received.

(e) The City Council has reviewed the MND and the Mitigation Monitoring and Reporting Program (“MMRP”), attached as Exhibit “A” and incorporated herein by this reference, and all comments received regarding the MND and, based on the whole record before it, finds that:

- 1) The MND and MMRP were prepared in compliance with CEQA;

2) The MMRP is designed to ensure compliance with the mitigation measures during Project implementation;

3) With the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; and

4) The MND reflects the independent judgment and analysis of the City Council.

(f) Based on the findings set forth in this Resolution, the City Council hereby adopts the MND and MMRP for the Project.

(g) The City Council designates the custodian of records for the Initial Study, MND, MMRP, and all other materials that constitute the record of proceedings upon which the City Council's decision is based, to be the Planning Division of the Development Services Department of the City of Jurupa Valley located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

(h) The Planning Director is authorized and directed to file a Notice of Determination in accordance with CEQA.

Section 3.     **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 20th day of August, 2020.

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Anthony Kelly, Jr.  
Mayor

ATTEST:

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Victoria Wasko, CMC  
City Clerk

## CERTIFICATION

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

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-75 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20<sup>th</sup> day of August 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 20th day of August 2020.

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Victoria Wasko, City Clerk  
City of Jurupa Valley