



CITY OF EASTVALE

CITY COUNCIL REGULAR MEETING AGENDA

Eastvale City Hall Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752

Wednesday, February 12, 2020

Closed Session: 5:30 P.M.

Regular Meeting: 6:30 P.M.

City Councilmembers

Brandon Plott, Mayor

Jocelyn Yow, Mayor Pro Tem

Clint Lorimore, Councilmember

Todd Rigby, Councilmember

Joseph Tessari, Councilmember

Bryan Jones, City Manager

Erica Vega, City Attorney

Marc A. Donohue, City Clerk

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or direction shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the City Council after the posting of this agenda are available for review at Eastvale City Hall, 12363 Limonite Avenue, Eastvale, CA 91752 or you may contact the City Clerk's Office, at (951) 361-0900 Monday through Thursday from 7:30 a.m. to 5:30 p.m. and available online at www.eastvaleca.gov.

If you wish to speak before the City Council, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the City Clerk prior to being heard before the Council. Speaker Forms are available at the front table of the entryway to the Council Chambers



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (951) 361-0900.

Regular meetings are recorded and made available on the City's website at www.eastvaleca.gov. Meeting recordings are uploaded to the City's website within 24 hours (unless otherwise noted) after the completion of the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CLOSED SESSION PUBLIC COMMENT**

Any member of the public may address the Council on items within the Council’s subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Council Members, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

4. CLOSED SESSION ITEM(S)

4.1 CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Manager Jones, City Attorney Vega

Unrepresented employee: all unrepresented employees

4.2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. ADDITIONS/REVISIONS

The City Council may only add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the agency subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Council. If there is less than 2/3 of the Council members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of each section unless otherwise noted.

8. PRESENTATIONS/ANNOUCEMENTS

8.1 Proclamation: National Future Business Leaders of America – Phi Beta Lambda Week

8.2 American Legion Norco/Eastvale Post 328 Presentation

9. PUBLIC COMMENT

Any member of the public may address the Council on items within the Council’s subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Councilmembers, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

10. CONSENT CALENDAR

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. If a member of the public would like to speak on a Consent Calendar item, please complete a blue “Public Comment Form” and submit to the City Clerk prior to the item.

10.1 City Council Meeting Minutes

Submitted by: Marc A, Donohue, City Clerk

RECOMMENDED ACTION(S):

Approve the minutes of the regular meeting held on January 22, 2020.

10.2 Warrant Register

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

Approve the Payment of Warrants as Submitted by the Finance Department.

10.3 Eastvale Connection

Submitted by: Bobbi Hawkins, Communications Specialist

RECOMMENDED ACTION(S):

Receive and file the Eastvale Connection.

10.4 Reject All Bids for the Street Name Sign Enhancement Project – Phase 1

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

It is recommended that the City Council reject all bids received for the Street Name Sign Enhancement Project – Phase 1.

10.5 Contract Award with Leighton Consulting, Inc. for Geotechnical Services of the Schleisman Road Extension and Hamner Place Storm Drain Project

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

1. Approve a professional services agreement with Leighton Consulting, Inc. in the amount of \$44,904 for the Geotechnical Services of the Schleisman Road Extension and Hamner Place Storm Drain Project; and
2. Authorize the City Manager to execute all necessary documents.

10.6 Chain of Command Administrative Policy

Submitted by: Bryan Jones, City Manager

RECOMMENDED ACTION(S):

It is recommended that the City Council adopt the Chain of Command Administrative Policy.

11. PUBLIC HEARINGS – None

12. CITY COUNCIL BUSINESS**12.1 Award a Contract to Michael Baker International for Eastvale 2040 General Plan Update**

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

It is recommended that the City Council:

1. Award a contract to Michael Baker International in the amount of \$1,295,000.00 plus a 10 % contingency for a total not to exceed amount of \$1,424,500, to assist the City with the management and execution of the Eastvale 2040 General Plan Update; and
2. Authorize the City Manager to execute a contract with Michael Baker International for a not to exceed amount of \$1,424,500 for the Scope of Work provided based on the City's form agreement for professional services, subject to review and approval by the City Attorney.

12.2 Update from Strategic Plan Review and Workshop

Submitted by: Crystal Adams, Senior Management Analyst

RECOMMENDED ACTION(S):

1. Approve the updated timeframe for the recommended actions in the Strategic Plan and;
2. Amend the Strategic Plan to include the new proposed initiatives from the Strategic Plan Review and Workshop held on January 8, 2020.

12.3 City of Eastvale's Pilot Leadership Academy

Submitted by: Crystal Adams, Senior Management Analyst

RECOMMENDED ACTION(S):

Receive and file the City of Eastvale's Pilot Leadership Academy program outline.

12.4 Fiscal Year 2019-20 Mid-Year Budget Review

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):

1. Approve and Adopt Resolution No. 20-XX Mid-Year Budget Appropriation
2. Approve and Adopt Resolution No. 20-XX Gann Appropriation Limit Amendment
3. Approve and Adopt Resolution No. 20-XX Establishing the Revised List of Authorized Positions for the Mid-Year 2019-20 Budget
4. Approve and Adopt Resolution No. 20-XX Authorizing the amendments to the City's Salary Schedule and Range Table

12.5 Administrative Nuisance Abatement & Citation Ordinance Update

Submitted by: Erica L. Vega, City Attorney

RECOMMENDED ACTION(S):

Introduce, read by title and waive further reading of Ordinance No. 2020-XX, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE HEARINGS), ADDING A NEW CHAPTER 8.17 (ADMINISTRATIVE CITATIONS AND FINES), AMENDING CHAPTER 8.18 (ADMINISTRATIVE NUISANCE ABATEMENT), AND MAKING OTHER NONSUBSTANTIVE EDITS TO THE EASTVALE MUNICIPAL CODE

12.6 Approve the Purchase of Additional Driver Feedback Trailers

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):

1. Approve purchase of five Fortel 32"x42" display driver feedback signs at a cost of approximately \$24,698.99; or
2. Approve purchase of ten Fortel 32"x42" display driver feedback signs at a cost of approximately \$46,359.44; and,
3. Approve Resolution 20-XX for a budget amendment for allocation of Measure A funds; and,
4. Authorize the City Manager to execute the required documents.

13. CITY MANAGER/CITY STAFF REPORT

14. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

- 14.1** League of California Cities
 - Public Safety Committee (Tessari)
 - Community Services Committee (Rigby)
- 14.2** Southern California Association of Governments
- 14.3** Western Riverside Council of Governments
- 14.4** Riverside Transit Agency
- 14.5** Northwest Mosquito and Vector Control District
- 14.6** Riverside County Transportation Commission
- 14.7** Western Riverside County Regional Conversation Agency
- 14.8** JCSD Parks Commission
- 14.9** Western Community Energy
- 14.10** Finance Committee
- 14.11** City Council Communications

ADJOURNMENT – The next regular meeting of the Eastvale City Council is scheduled for Wednesday, February 26, 2020, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall, 12363 Limonite Avenue, Suite 910 and website of the City of Eastvale (www.eastvaleca.gov), not less than 72 hours prior to the meeting. Dated this 6th day of February 2020.

Marc A. Donohue, MMC
City Clerk

MINUTES

CITY OF EASTVALE

City Council Regular Meeting
Wednesday, January 22, 2020
Regular Meeting: 6:30 P.M.

Eastvale City Council Chambers
12363 Limonite Avenue, Suite 900
Eastvale, CA 91752

1. CALL TO ORDER

The regular meeting of the Eastvale City Council was called to order at 6:30 p.m. by Mayor Plott.

2. ROLL CALL

Present: Councilmembers Lorimore, Rigby, Tessari, Mayor Pro Tem Yow; and Mayor Plott

Absent:

City Staff

Present: City Manager Jones, City Attorney Vega, and City Clerk Donohue were present at Roll Call. Other staff members were present and responded to questions.

3. CLOSED SESSION PUBLIC COMMENT - None

4. CLOSED SESSION ITEM(S) - None

5. INVOCATION

Pastor Paul Choi offered the invocation.

6. PLEDGE OF ALLEGIANCE

Councilmember Tessari led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS - None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Eastvale Public Library Update

Felicia Chen, Eastvale Public Library Branch Manager, provided an update.

8.2 Student Liaison Report

Michael Roman, Student Liaison, provided a report.

8.3 WRCOG LED Streetlight Retrofit Rebate Check Presentation

Daniel Soltero, WRCOG, presented the LED Streetlight Retrofit Rebate check to the City Council.

9. PUBLIC COMMENTS

Amelia Crawford, Eastvale Resident, discussed recent repairs that she had to do at her house and expressed hope that building inspectors are doing their jobs properly.

The following individuals expressed concern with the parking situation near the Serifina Community:

1. Jaime Martinez, Eastvale Resident
2. Adrian Sandoval, Eastvale Resident
3. Sandy Rowan, Eastvale Resident
4. Julie Montelongo, Eastvale Resident
5. Elsa Roman, Eastvale Resident (additional time donated from Carlos Mejia)

Laura Roughton, Former City of Jurupa Valley Councilmember, shared a photography book of when Governor Brown signed SB 130 at Jurupa Valley City Hall.

City Manager Jones announced that Mayor Pro Tem Yow is having a baby boy. He presented her with flowers. The City Council Congratulated Mayor Pro Tem Yow.

10. CONSENT CALENDAR

On motion of Councilmember Lorimore and second by Councilmember Tessari, the City Council voted unanimously to approve Consent Calendar Item Nos. 10.1 – 10.4 & 10.6 – 10.8.

10.1 Waive Reading of Standard Ordinances and Resolutions

Waived the reading of the text of all standard ordinances and resolutions included in the agenda except as specifically required by the Government Code.

10.2 City Council Meeting Minutes

Approved the minutes of the regular meeting held on January 8, 2020.

10.3 Eastvale Connection

Received and filed the Eastvale Connection.

10.4 Communications Monthly Summary

Received and filed the Communications Monthly Summary.

10.6 Planning Department Update

Receive and file the Planning Department Update.

10.7 Public Works Department Update

Receive and file the Public Works Department Update.

10.8 Budget Calendar for Fiscal Year 2020/2021

Approve the budget calendar for Fiscal Year 2020/2021 Annual Operations and Capital Improvement Budget.

ITEM(S) REMOVED FROM THE CONSENT CALENDAR

10.5 Crime Statistics – November 2019

Mayor Plott opened the public comment period.

Michael O'Connor, Eastvale Resident, discussed the recent aggravated assault statistics.

With no one else desiring to speak on this item, Mayor Plott closed the public comment period.

On motion of Councilmember Tessari and second by Councilmember Mayor Pro Tem Yow, the City Council voted unanimously to receive and file the Eastvale Crime Statistics for November 2019.

11. PUBLIC HEARINGS

11.1 PLN 19-20055- Appeal of the Planning Commission's decision to deny Major Development Review and Conditional Use Permit for the development of a Chevron gas station and convenience store and the sale of beer and wine at Hamner Place, 7180 Hamner Avenue (PLN 18-20041)

Community Development Director Gibson-Williams summarized the staff report and responded to City Council inquiries.

Mayor Plott re-opened the public hearing.

The following individuals expressed their concern with the proposed gas station:

1. Betty Wu, Eastvale Resident
2. Edward Armas, Eastvale Resident
3. Jacqueline Smith, Eastvale Resident
4. Michael O'Connor, Eastvale Resident
5. Andrea Hove, Eastvale Resident

Individuals representing the applicant discussed the project and responded to City Council inquiries.

With no one else desiring to speak on this item, Mayor Plott closed the public hearing.

The City Council discussed the item and staff answered related questions.

On motion of Councilmember Rigby and second by Councilmember Tessari, the City Council voted 3-2, with Councilmember Lorimore and Mayor Plott voting no, to adopt Resolutions approving Application Number PLN18-20041 for a Major Development Review for a Chevron Gas Station and Convenience Store and a Conditional Use Permit for Beer and Wine Sales at Hamner Place, 7180 Hamner Avenue with the following modified conditions:

1. Condition 5 - add prohibiting filling of the tanks from 9pm and 6am.
2. Condition 12g - amend to say that additional trees, including but not limited to specimen trees and 36-gallon trees shall be planted to the satisfaction of the director.
3. Condition #13 - add requiring a photometric study and shielding the lighting from residents to the satisfaction of the director.
4. Condition 16 - amend CUP about the camera system.

12. CITY COUNCIL BUSINESS

12.1 Comprehensive Annual Financial Report (CAFR) Fiscal Year Ended June 30, 2019

Finance Director/City Treasurer Wells introduced the item and Joshua Calhoun, Teaman, Ramirez, and Smith, Inc., made a presentation and responded to City Council inquiries.

Mayor Plott opened the public comment period.

With no one desiring to speak on this item, Mayor Plott closed the public comment period.

The City Council discussed the item and staff answered related questions.

By consensus, the City Council received and filed the Comprehensive Annual Financial Report for fiscal year ended June 30, 2019.

12.2 Contract Award with GMC Engineering, Inc. for Schleisman Road Extension and Hamner Place Storm Drain Project

Contract Engineer Hemsley summarized the staff report and responded to City Council inquiries.

Mayor Plott opened the public comment period.

With no one desiring to speak on this item, Mayor Plott closed the public comment period.

The City Council discussed the item and staff answered related questions.

On motion of Councilmember Lorimore and second by Councilmember Tessari, the City Council voted unanimously to:

1. Approve a contract with GMC Engineering Inc., the lowest responsible bidder, in accordance with unit bid prices in the amount of \$2,967,967.50 plus 10% contingency of \$296,797.00 for the Schleisman Road Extension and Hamner Place Storm Drain Project; and
2. Authorize the City Manager to execute all necessary documents.

12.3 Contract Award with Rite-Way Roof Corporation for the 2020 Roof Repairs to the City-Owned Facilities Project

Contract Engineer Hemsley summarized the staff report and responded to City Council inquiries.

Mayor Plott opened the public comment period.

Michael O'Connor, Eastvale Resident, expressed his favoritism with option 2.

With no one else desiring to speak on this item, Mayor Rigby closed the public comment period.

The City Council discussed the item and staff answered related questions.

On motion of Councilmember Rigby and second by Councilmember Tessari, the City Council voted unanimously to

1. Approve a contract with Rite-Way Roof Corporation, the lowest responsible bidder, in accordance with unit bid prices based on the option desired in the action discussed below:
 - a. Option 4 (Fire Station Alternate Bid 1 & Altfillisch Base Bid & Altfillisch Alternative Bid 2): Award amount: \$210,679.00 plus 10 percent contingency in the amount of \$21,068.00 for a total award amount of \$231,747.00.

2. Approve a budget amendment:
 - a. Allocating General Funds to equal the award amount plus 10% contingency for the Altfillisch roof repairs depending on the options selected; and
 - b. Allocating Fire Funds to equal the award amount plus 10% contingency for Fire Station 27 Roof Repairs, depending on the options selected; and
3. Authorize the City Manager to execute all necessary documents.

13. CITY MANAGER REPORT/CITY STAFF REPORT

City Manager Jones provided an update on upcoming City events.

14. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

14.1 League of California Cities

Councilmember Lorimore provided a report.

14.2 Southern California Association of Governments

Councilmember Lorimore provided a report.

14.3 Western Riverside Council of Governments

No update was provided.

14.4 Riverside Transit Agency

Keith White, Eastvale Resident, provided a report.

14.5 Northwest Mosquito and Vector Control District

No update was provided.

14.6 Riverside County Transportation Commission

No report was provided.

14.7 Western Riverside County Regional Conservation Authority

Mayor Pro Tem Yow provided a report.

14.8 JCSD Parks Commission

No report was provided.

14.9 Western Community Energy

No report was provided.

14.10 Finance Committee

Mayor Plott provided a report.

14.11 City Council Communication

Councilmember Tessari discussed the recent Lunar New Year celebration by the Kiwanis Club on January 18th at River Heights Intermediate.

Mayor Pro Tem Yow discussed the recent ribbon cutting of Little Eastern Café, discussed the recent Lunar New Year celebration by the Kiwanis Club.

Councilmember Rigby discussed the Van Leeuwen Re-Zoning right-of-way dedication; requested that staff bring back an item at a future City Council meeting to discuss potential no overnight parking or parking by permit in the neighborhood affected by parking at Serifina; requested that staff bring a report to the Public Safety Commission regarding the recent increase in traffic collisions in the City.

Councilmember Lorimore discussed the recent ribbon cutting at Little Eastern Café; discussed Women in Transportation scholarships offered by the Southern California Association of Governments (SCAG).

Mayor Plott discussed the recent Corona-Norco Unified School District (CNUSD) Animal Clinic; discussed the upcoming ribbon cutting for Eastbrew Café; requested that staff bring back an item at a future City Council meeting to discuss permanent placements of radar signs in the City and additional areas where radar signs can be rotated.

ADJOURNMENT – Mayor Plott adjourned the meeting at 10:06 p.m. The next regular meeting of the Eastvale City Council is scheduled for Wednesday, February 12, 2020 at 6:30 p.m.

Marc A. Donohue, MMC
City Clerk



AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.2

February 12, 2020

Warrant Register

Prepared By: Amanda Wells, Acting Finance Director/City Treasurer

Recommended Action(s)

Approve the Payment of Warrants as Submitted by the Finance Department.

Summary

The Warrant Register is a list of demands of payment by the City of Eastvale for services performed for the last thirty days

On January 21, 2020, the Finance Committee reviewed the attached list of invoices for services performed and have recommended the Warrant Register for payment.

Background

All of the invoices have been reviewed by the Finance Department for completeness, proper approvals, and if applicable, in accordance with underlying contracts. All items were properly supported.

Strategic Plan Action – Priority Level: N/A | Target #: 5 | Goal #: 1

Enhance transparency e.g. “open government.”

Fiscal Impact

Funds are available for the payment of the warrants check numbers 17059 to 17134 and wire numbers 1572 to 1590 for the total of \$1,820,437.69. Included are payroll check number 5004 and payroll direct deposits in the amount of \$143,977.61 (paid 11/07/19, 11/14/19 and 11/28/19).

Attachment(s)

Warrant Register

[Return to Agenda](#)

Check No	Vendor No	Vendor Name	Check Date	Void	Amount	Invoice No	Description	GL Account	Amount
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Legend
FUND-DEPARTMENT-ACCOUNT
100 - 200 - 6376

FUND SUMMARY EXPENDITURES		
12/18/2019-01/08/2020		
FUND	DESCRIPTION	
100	GENERAL FUND	\$ 812,791.63
110	STRUCTURAL FIRE FUND	\$ 6,964.89
200	GAS TAX FUND	\$ 195,479.99
205	SB1 ROAD MAINTENANCE/REHAB	\$ -
210	MEASURE A FUND	\$ 642,575.31
220	AQMD TRUST FUND	\$ -
240	MISCELLANEOUS GRANTS FUND	\$ 15,518.88
250	COMMUNITY DEVELOPMENT BLOCK GRANT	\$ 70.25
260	SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT	\$ -
292	PUBLIC FACILITIES DEVELOPMENT IMPACT FEE	\$ 11,454.50
300	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 10 (FORMERLY FUND 300)	\$ 8.14
301	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 33 (FORMERLY FUND 310)	\$ 2.22
302	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 41 (FORMERLY FUND 320)	\$ 2,601.32
303	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 79 (FORMERLY FUND 330)	\$ 232.18
304	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 85 (FORMERLY FUND 340)	\$ 0.74
305	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 111 (FORMERLY FUND 350)	\$ 555.18
306	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 115 (FORMERLY FUND 360)	\$ 461.64
307	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 116 (FORMERLY FUND 370)	\$ 315.36
308	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 147 (FORMERLY FUND 380)	\$ 187.44
309	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 151 (FORMERLY FUND 390)	\$ 650.54
310	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 156 (FORMERLY FUND 400)	\$ 316.27
311	BENEFIT ASSESSMENT DISTRICT 2014-2 (FORMERLY FUND 410)	\$ 583.22
312	LANDSCAPE MAINTENANCE DISTRICT 2014-1 (FORMERLY FUND 420)	\$ 389.95
313	LANDSCAPE MAINTENANCE DISTRICT 2014-3 (FORMERLY FUND 430)	\$ 424.05
314	LANDSCAPE MAINTENANCE DISTRICT 2014-4 (FORMERLY FUND 440)	\$ 155.02
315	CLOVERDALE CFD	\$ -
401	CFD 2017-2 SENDERO	\$ -
500	DEBT SERVICE FUND	\$ -
600	CAPITAL PROJECTS FUND	\$82,841.95
800	AGENCY FUND	\$45,857.02
		\$ 1,820,437.69

Check No	Vendor No	Vendor Name	Check Date	Void	Amount	Invoice No	Description	GL Account	Amount
1576	ELA001	ELAN FINANCIAL SVCS/ CORPORATE P	12/30/2019	FALSE	\$7,643.28				
						DONOHU112019-01	CC (2) POSTAGE-PASSPORT/11.04.19	100-120-6514	\$14.70
						DONOHU112019-02	CC CONSTANT CONTACT SUB/COMMUNICATIONS/NOV 2019	100-260-6220	\$90.25
						DONOHU112019-03	CC POSTAGE-PASSPORT/11.05.19	100-120-6514	\$7.35
						DONOHU112019-04	CC (2) POSTAGE-PASSPORT/11.05.19	100-120-6514	\$14.70
						DONOHU112019-05	CC POSTAGE-PASSPORT/11.06.19	100-120-6514	\$7.35
						DONOHU112019-06	CC POSTAGE-PASSPORT/11.07.19	100-120-6514	\$7.35
						DONOHU112019-07	CC (225) HOLIDAY CARDS/PARTNER AGENCIES	100-200-6415	\$531.64
						DONOHU112019-08	CC POSTAGE-PASSPORT/11.12.19	100-120-6514	\$7.35
						DONOHU112019-09	CC POSTAGE-PASSPORT/11.12.19	100-120-6514	\$7.35
						DONOHU112019-10	CC POSTAGE-PASSPORT/11.13.19	100-120-6514	\$7.35
						DONOHU112019-11	CC REFRESHMENTS/TOWN HALL MTG/11.12.19	100-200-6240	\$20.72
						DONOHU112019-12	CC DINNER/CITY COUNCIL MTG/11.13.19	100-100-6240	\$19.91
						DONOHU112019-13	CC DINNER/CITY COUNCIL MTG/11.13.19	100-100-6240	\$32.16
						DONOHU112019-14	CC UTENSILS/CITY COUNCIL MTG/11.13.19	100-100-6512	\$4.84
						DONOHU112019-15	CC REFRESHMENTS/PASSPORT DAY/11.16.19	100-120-6240	\$35.90
						DONOHU112019-16	CC POSTAGE-PASSPORT/11.18.19	100-120-6514	\$7.35
						DONOHU112019-17	CC POSTAGE-PASSPORT/11.18.19	100-120-6514	\$7.35
						DONOHU112019-18	CC POSTAGE-PASSPORT/11.18.19	100-120-6514	\$7.35
						DONOHU112019-19	CC (5) POSTAGE-PASSPORT//11.18.19	100-120-6514	\$36.75
						DONOHU112019-20	CC (2) POSTAGE-PASSPORT/11.18.19	100-120-6514	\$14.70
						DONOHU112019-21	CC J.YOW/2020 P3 CONF/MARCH 2-4, 2020	100-100-6240	\$295.00
						DONOHU112019-22	CC POSTAGE-PASSPORT/11.19.19	100-120-6514	\$7.35
						DONOHU112019-23	CC RAFFLE PRIZE/END OF YEAR RECOGNITION CEREMONY/12.05	800-000-2351	\$306.00
						DONOHU112019-24	CC SUPPLIES/END OF YEAR RECOGNITION CEREMONY/12.05.19	800-000-2351	\$17.24
						DONOHU112019-25	CC SUPPLIES/CITY COUNCIL RECORDS	100-100-6512	\$1,068.50
						DONOHU112019-26	CC SHUTTERSTOCK SUB/COMMUNICATIONS/NOV 2019	100-200-6220	\$29.00
						DONOHU112019-27	CC RAFFLE PRIZE/END OF YEAR RECOGNITION CEREMONY/12.05	800-000-2351	\$151.00
						DONOHU112019-28	CC SUPPLIES/END OF YEAR RECOGNITION CEREMONY/12.05.19	800-000-2351	\$23.71
						DONOHU112019-29	CC A.ZEPEDA-LODGING/CALPERLA ANNUAL CONF/NOV 18-22,2019	100-200-6245	\$719.24
						DONOHU112019-30	CC OFFICE SUPPL/COMMUNICATIONS	100-260-6512	\$26.91
						DONOHU112019-31	CC CONSTANT CONTACT SUB/COMMUNICATIONS/DEC 2019	100-260-6220	\$90.25
						DONOHU112019-32	CC POSTAGE-PASSPORT/11.25.19	100-120-6514	\$7.35
						DONOHU112019-33	CC SAMPLE LAPEL PIN/EASTVALE	100-200-6415	\$9.00
						DONOHU112019-34	CC POSTAGE-PASSPORT/11.26.19	100-120-6514	\$7.35
						DONOHU112019-35	CC POSTAGE-PASSPORT/11.26.19	100-120-6514	\$7.35
						GIBSON112019-01	CC BUS MTG-RANCHO CUCAMONGA-ACCELA IMPLEMENTATION/C	100-301-6240	\$13.75
						GIBSON112019-02	CC G.GIBSON/AMERICAN PLNG ASSOC-QTRLY PUBLICATION SUB	100-301-6220	\$95.00
						GIBSON112019-03	CC G.GIBSON/AMERICAN PLNG ASSOC SUB/2020	100-301-6428	\$552.00
						GIBSON112019-04	CC M.RAMIREZ/2019 LEGISLATIVE UPDATE/11.14.19	100-301-6240	\$25.00
						GIBSON112019-05	CC K.WRIGHT/THE PRESS ENTERPRISE SUB/OCT 2019	100-301-6220	\$14.00
						GIBSON112019-06	CC K.WRIGHT/THE PRESS ENTERPRISE SUB/OCT 2019	100-301-6220	\$14.00
						GIBSON112019-07	CC BUS MTG-GREY QTR EASTVALE/ACCELA IMPLEMENTATION/G.	100-301-6240	\$57.88
						JONES112019-01	CC B.JONES/LEAGUE OF CA CITIES-RIV CNTY MTG/11.05.19	100-200-6240	\$30.00
						JONES112019-02	CC C.LORIMORE/LEAGUE OF CA CITIES-RIV CNTY MTG/11.05.19	100-100-6240	\$30.00
						JONES112019-03	CC (1) FRONT COUNTER SIGN/(1) FRONT CONF SIGN	100-295-6512	\$182.74
						JONES112019-04	CC PHOTO BOOTH/END OF YEAR RECOGNITION PARTY/12.05.19	800-000-2351	\$200.00
						JONES112019-05	CC B.JONES/2020 CITY MGR CONF/FEB 5-7, 2020	100-200-6240	\$725.00
						JONES112019-06	CC SUPPLIES/END OF YEAR RECOGNITION CEREMONY/12.05.19	800-000-2351	\$146.41

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						TERFEHR112019-1	CC INK-MOBILE PRINTER/CODE/J.TERFEHR	100-330-6510	\$321.05
						TERFEHR112019-2	CC (1) NIKON CAMERA/CODE/J.TERFEHR	100-330-6590	\$152.46
						TERFEHR112019-3	CC (1) BATTERY CHRGR-CAMERA/CODE/C.DE HESA	100-330-6590	\$13.98
						WELLS112019-01	CC O.MACIAS/CSMFO MBSHP RNWL/2021	100-210-6428	\$110.00
						WELLS112019-02	CC O.MACIAS/CSMFO I.E. CHP MTG/12.05.19	100-210-6240	\$40.00
						WELLS112019-03	CC MICROSOFT OFFICE/FULL SUPPORT/NOV 2019	100-240-6412	\$660.00
						WELLS112019-04	CC MICROSOFT OFFICE/EMAIL SUPPORT/NOV 2019	100-240-6412	\$184.00
						WELLS112019-05	CC MICROSOFT OFFICE/NEW LICENSE & ACCT UPGRADES/NOV 2	100-240-6412	\$124.80
						WELLS112019-06	CC JANITORIAL SUPPL/C.H.	100-295-6460	\$152.40
						WELLS112019-07	CC (2) CASES OF WATER/COUNCIL MTGS	100-100-6240	\$9.98
						WELLS112019-08	CC HDL TEST/BUS REG/11.19.19	100-000-1350	\$117.31
						WELLS112019-09	CC SUPPLIES/END OF YEAR RECOGNITION CEREMONY/12.05.19	800-000-2351	\$23.85
									\$7,643.28
1572	CAL006	CALPERS HEALTH	12/30/2019	FALSE	\$14,809.01				
						DEC19-NON-PERS	HEALTH INS PREMIUMS/DECEMBER 2019/NON-PERS	100-000-2066	\$2,862.46
						DEC19-NON-PERS	ADMIN FEE/DECEMBER 2019/NON-PERS	100-100-6157	\$7.73
						DEC19-PERS	HEALTH INS PREMIUMS/DECEMBER 2019/PERS	100-000-2066	\$11,906.67
						DEC19-PERS	ADMIN FEE/DECEMBER 2019/PERS	100-120-6157	\$1.70
						DEC19-PERS	ADMIN FEE/DECEMBER 2019/PERS	100-200-6157	\$12.58
						DEC19-PERS	ADMIN FEE/DECEMBER 2019/PERS	100-210-6157	\$3.34
						DEC19-PERS	ADMIN FEE/DECEMBER 2019/PERS	100-330-6157	\$10.12
						DEC19-PERS	ADMIN FEE/DECEMBER 2019/PERS	100-301-6157	\$4.41
									\$14,809.01
1573	CAL007	CALPERS RETIREMENT	12/30/2019	FALSE	\$24,779.92				
						457-11.28.2019	PR 11.28.2019 CALPERS LOAN REPAYMENT	100-000-2072	\$160.83
						457-11.28.2019	PR 11.28.2019 CALPERS DEFERRAL	100-000-2071	\$1,330.00
						457-12.12.2019	PR 12.12.2019 CALPERS DEFERRAL	100-000-2071	\$517.50
						457-12.12.2019	PR 12.12.2019 CALPERS LOAN REPAYMENT	100-000-2072	\$160.83
						457-12.26.2019	PR 12.26.2019 CALPERS DEFERRAL	100-000-2071	\$1,330.00
						457-12.26.2019	PR 12.26.2019 CALPERS LOAN REPAYMENT	100-000-2072	\$160.83
						PERS-12.12.2019	PR 12.12.2019 CALPERS CLASSIC-ER	100-000-2069	\$3,394.52
						PERS-12.12.2019	PR 12.12.2019 CALPERS CLASSIC-EE	100-000-2069	\$2,940.43
						PERS-12.12.2019	PR 12.12.2019 CALPERS PEPRA-EE	100-000-2069	\$2,069.24
						PERS-12.12.2019	PR 12.12.2019 CALPERS PEPRA-ER	100-000-2069	\$2,141.25
						PERS-12.12.2019	PR 12.12.2019 CALPERS SURVIVOR BENEFIT	100-000-2069	\$37.52
						PERS-12.26.2019	PR 12.26.2019 CALPERS CLASSIC-ER	100-000-2069	\$3,371.59
						PERS-12.26.2019	PR 12.26.2019 CALPERS CLASSIC-EE	100-000-2069	\$2,920.56
						PERS-12.26.2019	PR 12.26.2019 CALPERS PEPRA-EE	100-000-2069	\$2,067.67
						PERS-12.26.2019	PR 12.26.2019 CALPERS PEPRA-ER	100-000-2069	\$2,139.63
						PERS-12.26.2019	PR 12.12.2019 CALPERS SURVIVOR BENEFIT	100-000-2069	\$37.52
									\$24,779.92
1574	CHA002	CHARTER COMMUNICATIONS HOLDINC	12/30/2019	FALSE	\$74.98				
						0229512120819	INTERNET SVCS/ALTFILLISCH PROP/DEC 8-JAN 7, 2020	100-295-6376	\$74.98
									\$74.98
1575	DIR001	DIRECTV LLC	12/30/2019	FALSE	\$112.53				
						36981388379	FS31/CABLE/DEC 10-JAN 9, 2020	110-420-6375	\$112.53
									\$112.53

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1577	EDD001	EMPLOYMENT DEVELOPMENT DEPART	12/30/2019	FALSE	\$7,648.86				
						PR-12.12.2019	PR 12.12.2019 STATE EMPLOYEE TRAINING TAX	100-000-2054	\$1.31
						PR-12.12.2019	PR 12.12.2019 STATE INCOME TAX	100-000-2052	\$3,787.27
						PR-12.12.2019	PR 12.12.2019 STATE UNEMPLOYMENT INCOME INSURANCE	100-000-2055	\$67.64
						PR-12.26.2019	PR 12.26.2019 STATE EMPLOYEE TRAINING TAX	100-000-2054	\$1.66
						PR-12.26.2019	PR 12.26.2019 STATE INCOME TAX	100-000-2052	\$3,704.50
						PR-12.26.2019	PR 12.26.2019 STATE UNEMPLOYMENT INCOME INSURANCE	100-000-2055	\$86.48
									\$7,648.86
1578	IRS001	INTERNAL REVENUE SERVICE	12/30/2019	FALSE	\$25,665.06				
						PR-12.12.2019	PR 12.12.2019 FEDERAL INCOME TAX	100-000-2033	\$10,112.77
						PR-12.12.2019	PR 12.12.2019 MEDICARE EMPLOYEE PORTION	100-000-2061	\$1,449.48
						PR-12.12.2019	PR 12.12.2019 MEDICARE EMPLOYER PORTION	100-000-2061	\$1,373.80
						PR-12.26.2019	PR 12.26.2019 FEDERAL INCOME TAX	100-000-2033	\$9,954.17
						PR-12.26.2019	PR 12.26.2019 MEDICARE EMPLOYEE PORTION	100-000-2061	\$1,425.26
						PR-12.26.2019	PR 12.26.2019 MEDICARE EMPLOYER PORTION	100-000-2061	\$1,349.58
									\$25,665.06
1579	PRI001	PRINCIPAL FINANCIAL GROUP, PLIC SB	12/30/2019	FALSE	\$2,336.50				
						DEC2019	DENTAL INSURANCE PREMS/DECEMBER 2019	100-000-2067	\$2,336.50
									\$2,336.50
1580	PRO001	PROTECTION ONE ALARM MONITORINC	12/30/2019	FALSE	\$98.00				
						131824978	FS31/FIRE INSPECTION/MONITORING/DEC 27-JAN 26, 2020	110-420-6310	\$98.00
									\$98.00
1581	SCE001	SOUTHERN CALIFORNIA EDISON	12/30/2019	FALSE	\$29,374.77				
						1550/NOV-DEC19	JCSD-LLMD/NOV 7-DEC 10, 2019	100-000-1350	\$58.05
						1725/NOV2019	JCSD-LLMD/NOV 7-DEC 10, 2019	100-000-1350	\$17.76
						2459/NOV2019	ELECTRICAL SVC/ALTFILLISCH PROP/NOV 7-DEC 10, 2019	100-295-6372	\$48.84
						3828/NOV2019	JCSD-LLMD/NOV 1-DEC 1, 2019	100-000-1350	\$5.23
						4288/NOV2019	JCSD-LLMD/NOV 1-DEC 1, 2019	100-000-1350	\$27,005.83
						4952/NOV2019	ELECTRICAL SVC/C.H.#900/NOV 5-DEC 6,2019	100-295-6372	\$209.93
						6512/NOV2019	JCSD-LLMD/NOV 1-DEC 1,2019	100-000-1350	\$17.01
						7689/NOV 2019	FS31/ELECTRICAL SVCS/NOV 5-DEC 6, 2019	110-420-6372	\$714.63
						7704/NOV-DEC19	ELECTRICAL SVC/TRAFFIC SIGNAL/NOV 7-DEC 10, 2019	200-510-6372	\$110.03
						8726/NOV2019	FS27/ELECTRICAL SVC/NOV 7-DEC 10, 2019	110-420-6372	\$844.98
						9119/NOV2019	JCSD-LLMD/NOV 1-DEC 1, 2019	100-000-1350	\$17.01
						9269/NOV2019	ELECTRICAL SVC/TRAFFIC SIGNAL SAFETY LIGHTS/NOV 6-DEC 9,	200-510-6372	\$325.47
									\$29,374.77
1582	STA007	STANDARD INSURANCE COMPANY	12/30/2019	FALSE	\$2,159.39				
						DEC19	PR 12.12.2019 Employee Assistance Program	100-000-2041	\$2.70
						DEC19	PR 12.12.2019 AD&D	100-000-2064	\$63.74
						DEC19	PR 12.12.2019 Life Insurance	100-000-2063	\$352.38
						DEC19	PR 12.12.2019 Long Term Disability	100-000-2053	\$810.68
						DEC19	PR 12.12.2019 Short Term Disability	100-000-2056	\$929.89
									\$2,159.39
1583	VSP001	VISION SERVICE PLAN	12/30/2019	FALSE	\$386.79				
						DEC-2019	VISION INSURANCE PREMS/DECEMBER 2019	100-000-2068	\$386.79
									\$386.79
1584	ATT005	AT&T CORP	1/8/2020	FALSE	\$958.69				
						3347222501	INTERNET SVCS/C.H./DEC 11-JAN 10, 2020	100-295-6376	\$958.69
									\$958.69
1585	EAS005	EASTVALE GATEWAY III LLC	1/8/2020	FALSE	\$20,646.89				
						150316	LEASE/CITY HALL #910/JAN 2020	100-295-6474	\$10,717.53
						150845	LEASE/CITY HALL #900/JAN 2020	100-295-6474	\$9,929.36
									\$20,646.89

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1586	JCS001	JCSD	1/8/2020	FALSE	\$3,053.89				
						NOV2019-37923	FS27/WATER (IRRIG) SVC/NOV 4-DEC 8, 2019	110-420-6378	\$82.63
						NOV2019-37924	FS27/WATER-SEWER (BLDG) SVC/NOV 4-DEC 8, 2019	110-420-6378	\$649.50
						NOV2019-37925	FS27/WATER (IRRIG) SVC/NOV 4-DEC 8, 2019	110-420-6378	\$29.00
						NOV2019-39227	ALTFILLISCH/WATER SVC/NOV 4-DEC 8, 2019	100-295-6378	\$133.55
						NOV2019-42563	FS31/WATER (IRRIG) SVC/NOV 12-DEC 8, 2019	110-420-6378	\$116.08
						NOV2019-42564	FS31/WATER-SEWER (BLDG) SVC/NOV 12-DEC 8, 2019	110-420-6378	\$1,989.33
						NOV2019-42658	FS31/WATER-SEWER (BLDG) SVC/NOV 12-DEC 8, 2019	110-420-6378	\$53.80
									\$3,053.89
1587	PIT002	PITNEY BOWES PURCHASE POWER, PL	1/8/2020	FALSE	\$417.98				
						NOV2019	POSTAGE USE/NOV 2019	100-290-6514	\$417.98
									\$417.98
1588	GAS001	SOCALGAS	1/8/2020	FALSE	\$594.34				
						FS27/NOV-DEC19	FS27/GAS SVCS/NOV 12-DEC 12, 2019	110-420-6374	\$311.69
						FS31/NOV2019	FS31/GAS SVCS/NOV 8-DEC 11, 2019	110-420-6374	\$182.20
						NOV2019	ALTFILLISCH/GAS SVCS/NOV 12-DEC 12, 2019	100-295-6374	\$100.45
									\$594.34
1589	SCE001	SOUTHERN CALIFORNIA EDISON	1/8/2020	FALSE	\$5,432.21				
						0290/AUG-DEC19	JCSD-LLMD/AUG 1-DEC 1, 2019	100-000-1350	\$201.41
						3980/JAN-AUG19	JCSD-LLMD/JAN 1-AUG 1, 2019	100-000-1350	\$116.36
						7776/DEC2019-01	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	200-510-6372	\$3,934.94
						7776/DEC2019-02	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	305-510-6372	\$294.90
						7776/DEC2019-03	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	306-510-6372	\$167.64
						7776/DEC2019-04	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	307-510-6372	\$58.78
						7776/DEC2019-05	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	308-510-6372	\$58.78
						7776/DEC2019-06	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	309-510-6372	\$289.79
						7776/DEC2019-07	ELECTRIC SVC/SIGNALS-STREET LIGHTS/DEC 2019	310-510-6372	\$309.61
									\$5,432.21
1590	VER001	VERIZON WIRELESS	1/8/2020	FALSE	\$1,656.63				
						9844521074-01	CITY CELL/A.WELLS/NOV 19-DEC 18, 2019	100-210-6376	\$53.85
						9844521074-02	CITY CELL/C.ADAMS/NOV 19-DEC 18, 2019	100-200-6376	\$53.85
						9844521074-03	CITY CELL/J.PEREZ/NOV 19-DEC 18, 2019	100-330-6376	\$53.85
						9844521074-04	GEN USE HOTSPOT/NOV 19-DEC 18, 2019	100-295-6376	\$38.01
						9844521074-05	CITY CELL/C.DE HESA/NOV 19-DEC 18, 2019	100-330-6376	\$53.85
						9844521074-06	CITY CELL/K.WRIGHT/NOV 19-DEC 18, 2019	100-301-6376	\$53.85
						9844521074-07	CITY CELL/M.MORALES/NOV 19-DEC 18, 2019	100-330-6376	\$53.85
						9844521074-08	CODE ENF/HOTSPOT/NOV 19-DEC 18, 2019	100-330-6376	\$152.04
						9844521074-09	STREET CAMERAS/VAR LOCATIONS/NOV 19-DEC 18, 2019	200-510-6376	\$373.77
						9844521074-10	CITY CELL/J.DIAZ/NOV 19-DEC 18, 2019	100-330-6376	\$53.85
						9844521074-11	ALPR CAMERAS/VAR LOCATIONS/NOV 19-DEC 18, 2019	200-510-6376	\$608.16
						9844521074-12	CITY CELL/J.TERFEHR/NOV 19-DEC 18, 2019	100-330-6376	\$53.85
						9844521074-13	CITY CELL/C.LOSORELLI/NOV 19-DEC 18, 2019	100-330-6376	\$53.85
									\$1,656.63
17059	BUR001	BURKE, WILLIAMS & SORENSEN, LLP	12/18/2019	FALSE	\$13,335.00				
						248171-01	PLN19-20026/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$5,845.00
						248171-02	PLN18-20037/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$1,155.00
						248171-03	PLN18-20041/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$2,450.00
						248171-04	PLN18-20026/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$2,695.00
						248171-05	PLN15-1174/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$630.00
						248171-06	PLN19-20047/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$70.00
						248171-07	PLN19-20048/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$70.00
						248171-08	PLN19-0958/GENERAL LEGAL SVCS/NOV 2019	800-000-2305	\$420.00
									\$13,335.00

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17060	DEK001	DEKRA-LITE INDUSTRIES INC	12/18/2019	FALSE	\$1,882.98	ARINV010127	MILITARY BANNER-INSTALL & REMOVAL/NOV 2019	100-100-6490	\$1,882.98
									\$1,882.98
17061	DEL002	DELL MARKETING LP, DELL USA LP	12/18/2019	FALSE	\$1,129.65	10360380550	RENEW (3) DELL WARRANTIES/POWEREDGE NETWORK EXTENSIO	100-240-6490	\$1,129.65
									\$1,129.65
17062	GMS001	G.M. SAGER CONSTRUCTION CO., INC	12/18/2019	FALSE	\$6,500.00	39217	DIG-OUT WORK/68TH ST BETWEEN HAMNER AVE AND BRIDGE	210-510-6660	\$6,500.00
									\$6,500.00
17063	HSW001	H.S. WINDOW CLEANING, INC.	12/18/2019	FALSE	\$25.00	DEC2019	WINDOW CLEANING/DEC 2019	100-295-6310	\$25.00
									\$25.00
17064	HCI001	HCI ENVIROMENTAL & ENGINEERING	12/18/2019	FALSE	\$16,370.82	29468	EMERGENCY HAZMAT CLEANUP/VARIOUS LOCATIONS	200-510-6451	\$10,000.00
						29468	EMERGENCY HAZMAT CLEANUP/VARIOUS LOCATIONS	200-510-6451	\$6,370.82
									\$16,370.82
17065	INT004	INTERWEST CONSULTING GROUP, INC	12/18/2019	FALSE	\$352,630.00	55201OCT2019-01	CIP-2019 RESIDENTIAL SLURRY SEAL PROJ OCT 2019	210-510-6660	\$1,774.75
						55201OCT2019-02	CIP-SCHLEISMAN ROAD STREET IMPROVEMENT DESIGN OCT 201	210-510-6660	\$1,300.00
						55201OCT2019-03	CIP-65TH STREET TRAILS DESIGN OCT 2019	210-510-6660	\$675.00
						55201OCT2019-04	CIP-2019 AC ANNUAL OVERLAY PROJECT-DESIGN OCT 2019	200-510-6660	\$162.50
						55201OCT2019-05	CIP-STREET NAME SIGN ENHANCEMENT PROJECT OCT 2019	200-510-6660	\$454.00
						55201OCT2019-06	CIP-ATP BIKE CONNECTIVITY PROJECT OCT 2019	210-510-6690	\$6,348.25
						55201OCT2019-07	CIP-LED RETROFIT PROJECT OCT 2019	600-500-6680	\$102.50
						55201OCT2019-08	CIP-2019 RESIDENTIAL SLURRY SEAL PROJ OCT 2019	200-510-6662	\$5,209.25
						55201OCT2019-09	CIP-SSARP OCT 2019	210-510-6660	\$1,649.00
						55201OCT2019-10	CIP-2018 RESIDENTIAL SLURRY SEAL OCT 2019	210-510-6660	\$22,049.00
						55201OCT2019-11	CIP-LIMONITE AT I-15 INTERCHANGE OCT 2019	200-510-6662	\$2,414.50
						55201OCT2019-12	CIP-ZONE 2-STORM DRAIN DESIGN OCT 2019	240-510-6664	\$1,524.00
						55201OCT2019-13	CIP-SLURRY SEAL ADMIN & INSP OCT 2019	210-510-6660	\$157.50
						55201OCT2019-14	PW MEASURE A FUND-BEYOND BUS SHELTER INSTALLATION PRC	240-510-6695	\$340.50
						55201OCT2019-15	PW TAILGATE FEST 2019/ OCT 2019	100-310-6433	\$86.50
						55201OCT2019-16	PW ALTFILLISCH LANDSCAPE MAINTENANCE OCT 2019	100-500-6436	\$551.25
						55201OCT2019-17	STORM WATER MANAGEMENT NPDES/MS4 IMPLEMENTATION PLA	100-510-6435	\$9,103.00
						55201OCT2019-18	STORM WATER MANAGEMENT/A.THORNTON/OCT 2019	100-510-6435	\$173.00
						55201OCT2019-19	STORM WATER MANAGEMENT/W.HEMSLEY/OCT 2019	100-510-6435	\$843.00
						55201OCT2019-20	BLDG & SAFETY FIXED FEE PERMITS OCT 2019	100-310-6432	\$39,532.50
						55201OCT2019-21	BLDG & SAFETY/J.ARELLANO/OCT 2019	100-310-6432	\$4,987.75
						55201OCT2019-22	BLDG & SAFETY/T.COLLINS/OCT 2019	100-310-6432	\$12,792.50
						55201OCT2019-23	BLDG & SAFETY/S.BARKLEY/OCT 2019	100-310-6432	\$6,387.50
						55201OCT2019-24	BLDG & SAFETY/K.BRAWLEY/OCT 2019	100-310-6432	\$735.00
						55201OCT2019-25	BLDG & SAFETY/REVISION-DISTRIBUTION CENTER-PMT18-11362 C	100-310-6432	\$297.00
						55201OCT2019-26	BLDG & SAFETY/COMMERCIAL-GROUND UP SHELL BUILDING OCT	100-310-6432	\$1,150.00
						55201OCT2019-27	BLDG & SAFETY/COMMERCIAL TI-ATT OCT 2019	100-310-6432	\$56.75
						55201OCT2019-28	GEN CITY ADMIN/OCT 2019	200-500-6490	\$2,076.00
						55201OCT2019-29	CODE ENF SVCS/GROW HOUSE OCT 2019	100-330-6424	\$1,124.50

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						55201OCT2019-30	EASTVALE DEVELOPMENT ACTIVITY-GIS STORY MAP OCT 2019	100-500-6490	\$43.25
						55201OCT2019-31	DEVELOPMENT ENG OCT 2019	100-320-6430	\$14,255.00
						55201OCT2019-32	DEVELOPMENT ENG/J.ISTIK/OCT 2019	100-320-6430	\$1,040.00
						55201OCT2019-33	DEVELOPMENT ENG/W.HEMSLEY/OCT 2019	100-320-6430	\$1,545.50
						55201OCT2019-34	ADD'L SVCS/CIP DEVELOPMENT/OCT 2019	200-500-6490	\$667.50
						55201OCT2019-35	ADD'L SVCS/GRANT FUNDING APPS/SUPPORT OCT 2019	200-500-6490	\$1,250.75
						55201OCT2019-36	ADD'L SVCS/PUB WKS MAINT & OPS/OCT 2019	200-500-6490	\$13,969.62
						55201OCT2019-37	ADD'L SVCS/TRAFFIC INVESTIGATIONS/ENGINEERING/OCT 2019	200-500-6490	\$18,776.25
						55201OCT2019-38	EASTVALE ROADWAY VISIONS TASK ORDER/OCT 2019	200-500-6490	\$1,080.00
						55201OCT2019-39	GEN GIS SUPPORT OCT 2019	200-500-6490	\$130.00
						55201OCT2019-40	PUB WKS ADM (PROF SVCS) GAS TAX OCT 2019	200-500-6490	\$4,348.50
						55201OCT2019-41	TRAFFIC INVESTIGATION OCT 2019	200-510-6490	\$14,942.75
						55201OCT2019-42	HSIP-APS AND COUNTDOWN INSTALLATION PROJ OCT 2019	240-510-6670	\$2,464.75
						55201OCT2019-43	PRIVATE DEVELOPMENT PROCESSING OCT 2019	100-310-6433	\$154,059.13
17066	JON001	JONESCAPE CONSTRUCTION INC	12/18/2019	FALSE	\$4,900.00				\$352,630.00
						1126-01	DEMO BRICK WALL/WATERS ST & HELLMAN	200-500-6434	\$2,800.00
						1126-02	INSTALL CHAIN LINK FENCE/WATERS ST & HELLMAN	200-500-6434	\$2,100.00
17067	LIU001	LIU, GUANHONG	12/18/2019	FALSE	\$2,159.25				\$4,900.00
						REFCR10820093-1	REF/PMT19-10281/PROJ COMPLETE/10820093/04.04.19	800-000-2305	\$2,500.00
						REFCR10820093-2	REF FEES/PMT19-10281/PROJ COMPLETE/10820093/04.04.19	800-000-2305	(\$340.75)
									\$2,159.25
17068	MIC003	MICHAEL BAKER INTERNATIONAL INC	12/18/2019	FALSE	\$116,092.37				
						1065575-OCT19-1	PLANNING DEPT OCT 2019	100-300-6431	\$29,313.75
						1065575-OCT19-2	FIXED FEE APPS OCT 2019	100-300-6431	\$1,710.00
						1065575-OCT19-3	MISC CITY MGR REQ OCT 2019	100-300-6431	\$5,154.50
						1065576-OCT19-1	DEVELOPER PROJECTS OCT 2019	100-300-6433	\$695.00
						1065577-OCT19-1	DEVELOPER PROJ-PLNG DEV OCT 2019	100-300-6433	\$21,797.17
						1065578-OCT19-1	DEV PROJ-BLDG DEPT PERMITS OCT 2019	100-300-6433	\$9,885.50
						1068940-NOV19-1	PLANNING DEPT NOV 2019	100-300-6431	\$21,487.50
						1068940-NOV19-2	FIXED FEE APPS NOV 2019	100-300-6431	\$543.75
						1068940-NOV19-3	MISC CITY MGR REQ NOV 2019	100-300-6431	\$3,877.00
						1068941-NOV19-1	DEVELOPER PROJ-PLNG DEV NOV 2019	100-300-6433	\$16,344.80
						1068942-NOV19-1	DEV PROJ-BLDG DEPT PERMITS NOV 2019	100-300-6433	\$5,283.40
									\$116,092.37
17069	NAT006	NATIONWIDE COST RECOVERY SERVIC	12/18/2019	FALSE	\$14,188.80				
						EVM78-A	FORECLOSURE RES PROP/NOV 2019	100-330-6490	\$14,188.80
									\$14,188.80
17070	PAV001	PAVEMENT COATINGS CO	12/18/2019	FALSE	\$550,192.79				
						PCI-628-01	2019 RESIDENTIAL SLURRY SEAL/OCT 2019	210-510-6660	\$579,150.30
						PCI-628-02	RETENTION/2019 RESIDENTIAL SLURRY SEAL/OCT 2019	210-000-2200	(\$28,957.51)
									\$550,192.79
17071	RCA002	RIVERSIDE COUNTY DEPT OF ANIMAL S	12/18/2019	FALSE	\$6,069.75				
						AN-1846-01	ANIMAL-SHELTER SVCS/NOV 2019	100-430-6480	\$5,681.00
						AN-1846-02	ANIMAL-SHELTER SVCS/LIC CR CREDIT/NOV 2019	100-000-4255	(\$5,681.00)
						AN-1846-03	ANIMAL-FIELD SVCS/NOV 2019	100-430-6480	\$6,276.75
						AN-1846-04	ANIMAL-FIELD SVCS/LIC CR CREDIT/NOV 2019	100-000-4255	(\$722.83)
						AN-1846-05	ANIMAL-LICENSING SVCS/NOV 2019	100-430-6480	\$6,821.17
						AN-1846-06	ANIMAL-LICENSING SVCS/LIC CR CREDIT/NOV 2019	100-000-4255	(\$6,821.17)
						AN-1846-07	ANIMAL-OPERATING & MAINT SVCS/NOV 2019	100-430-6480	\$515.83
									\$6,069.75

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17072	RCS002	RIVERSIDE COUNTY SHERIFF JURUPA	12/18/2019	FALSE	\$381.69	SH-36474	EXTRA DUTY/COUNCIL MTGS/11.13.19	100-400-6465	\$381.69
									\$381.69
17073	RCS002	RIVERSIDE COUNTY SHERIFF JURUPA	12/18/2019	FALSE	\$366.60	SH-36479	EXTRA DUTY/COMMISSION MTG/11.20.19	100-400-6465	\$366.60
									\$366.60
17074	SOU003	SOUTHERN CALIFORNIA NEWS GROUP	12/18/2019	FALSE	\$118.80	0011336056	INTRO ORD NO 2019-2/ADOPT 2019 CA FIRE CODE/TITLE 110,CHP1	100-120-6414	\$118.80
									\$118.80
17075	VIG001	VIGILANT SOLUTIONS LLC	12/18/2019	FALSE	\$82,739.45	20820RI-A	PMT#2/AUTO LICENSE PLATE READER/DEC 2019	600-500-6695	\$82,739.45
									\$82,739.45
17076	VOY001	VOYAGER FLEET SYSTEMS INC	12/18/2019	FALSE	\$1,150.97	869288209948-01	FUEL/CODE ENF-SILVERADO/NOV 2019	100-330-6330	\$376.87
						869288209948-02	FUEL/FIRE-CIVIC/NOV 2019	110-420-6330	\$77.02
						869288209948-03	FUEL/POLICE #1/NOV 2019	100-400-6330	\$230.23
						869288209948-04	FUEL/CODE ENF-COLORADO #1/NOV 2019	100-330-6330	\$161.36
						869288209948-05	FUEL/CODE ENF-COLORADO #2/NOV 2019	100-330-6330	\$138.35
						869288209948-06	FUEL/POLICE #2/NOV 2019	100-400-6330	\$167.14
									\$1,150.97
17077	ACC003	ACCELA INC	1/8/2020	FALSE	\$187.50	INV-ACC49724	13TH PMT/PAYROLL & HR MODULE/SOFTWARE/DEC 2019	100-240-6615	\$187.50
									\$187.50
17078	ALB001	ALBERT A. WEBB ASSOCIATES	1/8/2020	FALSE	\$16,149.50	195030	COOPERATIVE FUNDING AGRMT/RIV CITY FLOOD CONTROL/NOV	240-510-6664	\$4,259.00
						195031-01	PROFESSIONAL SVCS/EASTVALE CIVIC CENTER/NOV 2019	292-500-6690	\$3,812.75
						195031-02	PROFESSIONAL SVCS/EASTVALE CIVIC CENTER/NOV 2019	292-500-6690	\$7,575.75
						195031-03	COOPERATIVE FUNDING AGRMT/RIV CITY FLOOD CONTROL/NOV	240-510-6664	\$436.00
						195032	PROFESSIONAL SVCS/EASTVALE CIVIC CENTER/NOV 2019	292-500-6690	\$66.00
									\$16,149.50
17079	AME002	AMERICAN FORENSIC NURSES	1/8/2020	FALSE	\$220.00	72856	BLOOD DRAWS/23152/NOV 2019	100-400-6457	\$165.00
						72879	BLOOD DRAWS/23152/NOV 2019	100-400-6457	\$55.00
									\$220.00
17080	ATT005	AT&T CORP	1/8/2020	FALSE	\$847.31	000014087691-01	INTERNET/C.H./11.24.19-12.23.19	100-295-6376	\$409.45
						000014087691-02	INTERNET/ALTFILLISCH/11.24.19-12.23.19	100-295-6376	\$409.45
						000014087691-03	FAX/C.H./11.24.19-12.23.19	100-295-6376	\$28.41
									\$847.31
17081	AUT002	AUTOMATED GATE SYSTEMS	1/8/2020	FALSE	\$984.50	140100	FS31/GATE MAINT REPAIR/DEC 2019	110-420-6310	\$984.50
									\$984.50
17082	AWE001	AWESOME AWARDS/WESTERN TROPH'	1/8/2020	FALSE	\$46.07	26672-01	NAME PLATE/COUNCIL-MAYOR/B.PLOTT	100-100-6512	\$8.89
						26672-02	NAME PLATE/COUNCIL-MAYOR PRO TEM/J.YOW	100-100-6512	\$8.89
						26672-03	NAME PLATE/COUNCIL/C.LORIMORE	100-100-6512	\$8.89
						26708-01	NAME PLATE/PUB SFTY COMM/H.CIRILO	100-400-6512	\$8.89
						26708-02	NAME BADGE/PUB SFTY COMM/H.CIRILO	100-400-6512	\$10.51
									\$46.07

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17083	BCT001	BC TRAFFIC SPECIALIST, BC RENTALS	1/8/2020	FALSE	\$18,891.27				
						0043970-IN-01	(1) VER-MAC PRO MESSAGE SIGN W/ DISPLAY PLANEL	210-510-6695	\$15,028.94
						0043970-IN-02	(1) VER-MAC PRO MESSAGE SIGN W/ DISPLAY PLANEL	210-510-6695	\$1,147.00
						0043971-IN	(1) OPT-MS-RADAR/(1) OPT-SP-DATA LOG	210-510-6695	\$2,715.33
									\$18,891.27
17084	BIO001	BIO-TOX LABORATORIES INC	1/8/2020	FALSE	\$1,603.00				
						38915-01	BLOOD DRAWS/11550/OCT 2019	100-400-6457	\$62.00
						38915-02	BLOOD DRAWS/261/OCT 2019	100-400-6457	\$420.00
						38916	BLOOD DRAWS/23152/NOV 2019	100-400-6457	\$137.00
						39066	BLOOD DRAWS/261/NOV 2019	100-400-6457	\$618.00
						39067	BLOOD DRAWS/23152/NOV 2019	100-400-6457	\$320.00
						39123	BLOOD DRAWS/23152/NOV 2019	100-400-6457	\$46.00
									\$1,603.00
17085	CAL019	CAL ASSOC OF PUBLIC INFORMATION C	1/8/2020	FALSE	\$225.00				
						8407	A.LEWIS/CAPIO MBSHP/THRU DEC 11, 2020	100-260-6428	\$225.00
									\$225.00
17086	CAL002	CALIFORNIA BUILDING STANDARDS CC	1/8/2020	FALSE	\$832.00				
						OCT-DEC2019-01	GREEN FEES/OCT-DEC 2019	800-000-2325	\$924.00
						OCT-DEC2019-02	GREEN FEES/OCT-DEC 2019	100-000-2325	(\$92.00)
									\$832.00
17087	CAS002	CASTRO, VALERIE	1/8/2020	FALSE	\$40.00				
						JAN2020	V.CASTRO/CELL PHONE REIMB/JAN 2020	100-200-6376	\$40.00
									\$40.00
17088	CHA001	CHARLSON , DARYL	1/8/2020	FALSE	\$150.00				
						OCT-DEC2019	D.CHARLSON/PLNG COMM MTG/OCT 16, NOV 20, DEC 18, 2019	100-300-6212	\$150.00
									\$150.00
17089	COV001	COVERALL NORTH AMERICA, INC	1/8/2020	FALSE	\$1,075.00				
						1260177987-01	CLEANING SVCS/ALTFILLISCH/JAN 2020	100-295-6460	\$275.00
						1260177987-02	CLEANING SVCS/C.H./JAN 2020	100-295-6460	\$800.00
									\$1,075.00
17090	CRO003	CROWN HARDWARE INC	1/8/2020	FALSE	\$10.73				
						079481	(4) BLANK KEYS/PD	100-400-6512	\$10.73
									\$10.73
17091	DEL002	DELL MARKETING LP, DELL USA LP	1/8/2020	FALSE	\$95.66				
						10361402758	(1) YR RENEWAL WARRANTY/DELL XPS LAPTOP/G.GIBSON/COMM	100-240-6590	\$95.66
									\$95.66
17092	DOC001	DEPARTMENT OF CONSERVATION	1/8/2020	FALSE	\$9,912.00				
						OCT-DEC2019-01	SMIP/OCT-DEC 2019	800-000-2320	\$10,432.30
						OCT-DEC2019-02	SMIP/OCT-DEC 2019	100-000-2320	(\$522.00)
						OCT-DEC2019-03	SMIP/OCT-DEC 2019	100-000-4706	\$1.70
									\$9,912.00
17093	DOJ001	DEPARTMENT OF JUSTICE	1/8/2020	FALSE	\$175.00				
						418174	BLOOD DRAWS/23152/OCT 2019	100-400-6457	\$175.00
									\$175.00
17094	DIA002	DIAMOND AIR	1/8/2020	FALSE	\$1,389.00				
						2216	CITY HALL/HVAC QTR MAINT/12.12.19	100-295-6310	\$600.00
						2224	FS31/HVAC QTR MAINT/12.12.19	110-420-6310	\$300.00
						2233	FS27/HVAC QTR MAINT/12.12.19	110-420-6310	\$400.00
						4328	BALANCE AIR FLOW/CITY HALL/11.25.19	100-295-6310	\$89.00
									\$1,389.00

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17095	DIN002	DINCO, CHRISTIAN	1/8/2020	FALSE	\$50.00	OCT-DEC2019	C.DINCO/PUB SFTY COMM MTG/OCT 22, 2019	100-400-6212	\$50.00
									\$50.00
17096	DMS001	DMS BUILDING MAINTENANCE INC	1/8/2020	FALSE	\$1,144.10	29558	ALTFILLISCH PROP MAINT/12.10.19	100-295-6490	\$1,144.10
									\$1,144.10
17097	DON001	DONOHUE, MARC	1/8/2020	FALSE	\$40.00	JAN2020	M.DONOHUE/CELL PHONE REIMB/JAN 2020	100-120-6376	\$40.00
									\$40.00
17098	ECO002	ECONOLITE SYSTEMS, INC	1/8/2020	FALSE	\$9,198.06	28696-01	ROLLING RPT/SIGNAL/SIGN MAINT/AUG 2019	309-510-6438	\$171.14
						28696-02	ROLLING RPT/SIGNAL/SIGN MAINT/AUG 2019	306-510-6438	\$128.36
						28696-03	ROLLING RPT/SIGNAL/SIGN MAINT/AUG 2019	309-510-6438	\$182.22
						28696-04	PMT19-11191/ROLLING RPT/SIGNAL/SIGN MAINT/AUG 2019	800-000-2305	\$2,220.56
						28696-05	ROLLING RPT/SIGNAL/SIGN MAINT/AUG 2019	200-510-6438	\$6,398.41
						29089	PWE19-1300/DAMAGED LOOPS/SB HAMNER @ BELLEGRAVE	100-000-4225	\$97.37
									\$9,198.06
17099	ELE001	ELEANOR ROSEVELT HIGH SCHOOL, CI	1/8/2020	FALSE	\$250.00	DONATION2019	DONATION-ELEANOR ROOSEVELT HIGH/2019 END OF YEAR RECC 800-000-2351		\$250.00
									\$250.00
17100	FIT001	FITCH, KENNETH ACOSTA	1/8/2020	FALSE	\$50.00	OCT-DEC2019	K.FITCH/PUB SFTY COMM MTG/OCT 22, 2019	100-400-6212	\$50.00
									\$50.00
17101	GAL003	GALLS LLC, GALLS/QUARTERMASTER L	1/8/2020	FALSE	\$21.87	014430670	(1) RAINCOAT/CODE/C.LOSORELLI	100-330-6170	\$21.87
									\$21.87
17102	GIB002	GIBSON-WILLIAMS, GINA	1/8/2020	FALSE	\$40.00	JAN2020	G.GIBSON/CELL PHONE REIMB/JAN 2020	100-301-6376	\$40.00
									\$40.00
17103	GFO001	GOVERNMENT FINANCE OFFICERS ASS	1/8/2020	FALSE	\$745.00	0193828	MBSHP RENEWAL/A.WELLS/O.MACIAS/M.BERGANZA/M.TAPIA/2020	100-210-6428	\$745.00
									\$745.00
17104	GRA003	GRACIA IV, IGNACIO ROBERT	1/8/2020	FALSE	\$50.00	OCT-DEC2019	R.GRACIA/PUB SFTY COMM MTG/OCT 22, 2019	100-400-6212	\$50.00
									\$50.00
17105	HAW002	HAWKINS, BOBBI	1/8/2020	FALSE	\$40.00	JAN2020	B.HAWKINS/CELL PHONE REIMB/JAN 2020	100-260-6376	\$40.00
									\$40.00
17106	HOV001	HOVE, ANDREA KAY	1/8/2020	FALSE	\$150.00	OCT-DEC2019	A.HOVE/PLNG COMM MTGS/OCT 16, NOV 20, DEC 18, 2019	100-300-6212	\$150.00
									\$150.00
17107	IBR001	IB REPROGRAPHICS, INLAND BLUEPRII	1/8/2020	FALSE	\$54.38	142952	STORAGE FEE/NOV 2019	100-290-6474	\$54.38
									\$54.38
17108	IMA001	IMAGE SOURCE, COPIER SOURCE INC	1/8/2020	FALSE	\$648.78	25AR1058475	COPIER MAINT & REPAIR/ALTFILLISCH/11.11.19-12.10.19	100-290-6342	\$57.50
						25AR1059087	COPIER #2 & 3/MAINT & REPAIR/C.H./11.11.19-12.10.19	100-290-6342	\$394.14
						25AR1059895	COPIER #1/MAINT & REPAIR/C.H./11.14.19-12.13.19	100-290-6342	\$197.14
									\$648.78
17109	INT005	INTERIOR PLANT DESIGN, RUSH, PENN	1/8/2020	FALSE	\$125.00	200102	PLANT MAINT/C.H./JAN 2020	100-295-6310	\$125.00
									\$125.00

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17110	INT004	INTERWEST CONSULTING GROUP, INC	1/8/2020	FALSE	\$285,996.78				
						55336NOV2019-01	GEN CITY ADMIN/ IT SUPPORT NOV 2019	100-290-6512	\$4,800.00
						55336NOV2019-02	(10) CABLES/CITY HALL NOV 2019	100-240-6590	\$113.03
						55728NOV2019-01	CIP-2019 RESIDENTIAL SLURRY SEAL PROJ NOV 2019	210-510-6660	\$2,315.50
						55728NOV2019-02	CIP-SCHLEISMAN ROAD STREET IMPROVEMENT DESIGN NOV 201	210-510-6660	\$1,472.50
						55728NOV2019-03	CIP-65TH STREET TRAILS DESIGN NOV 2019	210-510-6660	\$6,729.75
						55728NOV2019-04	CIP-STREET NAME SIGN ENHANCEMENT PROJECT NOV 2019	200-510-6660	\$113.50
						55728NOV2019-05	CIP-ATP BIKE CONNECTIVITY PROJECT NOV 2019	210-510-6690	\$2,970.00
						55728NOV2019-06	CIP-LIMONITE GAP CLOSURE-RFQ/RFP NOV 2019	200-510-6662	\$3,408.00
						55728NOV2019-07	CIP-SSARP NOV 2019	210-510-6660	\$3,007.50
						55728NOV2019-08	CIP-HAMNER AVE WIDENING (NORCO) NOV 2019	200-510-6662	\$67.50
						55728NOV2019-09	CIP-2018 RESIDENTIAL SLURRY SEAL NOV 2019	210-510-6660	\$16,382.50
						55728NOV2019-10	CIP-LIMONITE AT I-15 INTERCHANGE NOV 2019	200-510-6662	\$2,236.75
						55728NOV2019-11	CIP-ZONE 2-STORM DRAIN DESIGN NOV 2019	240-510-6664	\$2,607.50
						55728NOV2019-12	CIP-2018 ANNUAL OVERLAY PROJECT NOV 2019	200-510-6660	\$681.00
						55728NOV2019-13	CIP-PAVEMENT MANAGEMENT PROGRAM NOV 2019	210-510-6660	\$160.00
						55728NOV2019-14	CIP-CDBG SIDEWALKS ALONG WALTERS/SELBY/HALL NOV 2019	250-510-6690	\$70.25
						55728NOV2019-15	PW TAILGATE FEST 2019/ NOV 2019	100-310-6433	\$40.50
						55728NOV2019-16	PW ALTFILLISCH LANDSCAPE MAINTENANCE NOV 2019	100-500-6436	\$140.50
						55728NOV2019-17	STORM WATER MANAGEMENT NPDES/MS4 IMPLEMENTATION PLA	100-510-6435	\$7,101.00
						55728NOV2019-18	STORM WATER MANAGEMENT/W.HEMSLEY/NOV 2019	100-510-6435	\$210.75
						55728NOV2019-19	BLDG & SAFETY FIXED FEE PERMITS NOV 2019	100-310-6432	\$33,583.13
						55728NOV2019-20	BLDG & SAFETY/J.ARELLANO/NOV 2019	100-310-6432	\$2,880.25
						55728NOV2019-21	BLDG & SAFETY/T.COLLINS/NOV 2019	100-310-6432	\$3,733.63
						55728NOV2019-22	BLDG & SAFETY/S.BARKLEY/NOV 2019	100-310-6432	\$5,967.50
						55728NOV2019-23	BLDG & SAFETY/K.BRAWLEY/NOV 2019	100-310-6432	\$350.00
						55728NOV2019-24	BLDG & SAFETY/D.MAHONEY/NOV 2019	100-310-6432	\$23.00
						55728NOV2019-25	BLDG & SAFETY/COMMERCIAL TI-ATT NOV 2019	100-310-6432	\$113.50
						55728NOV2019-26	GEN CITY ADMIN/NOV 2019	200-500-6490	\$2,335.50
						55728NOV2019-27	CODE ENF SVCS/GROW HOUSE NOV 2019	100-330-6424	\$1,903.00
						55728NOV2019-28	EASTVALE DEVELOPMENT ACTIVITY-GIS STORY MAP NOV 2019	100-500-6490	\$340.25
						55728NOV2019-29	DEVELOPMENT ENG NOV 2019	100-320-6430	\$14,593.75
						55728NOV2019-30	DEVELOPMENT ENG/J.ISTIK/NOV 2019	100-320-6430	\$910.00
						55728NOV2019-31	DEVELOPMENT ENG/G.MURILLO/NOV 2019	100-320-6430	\$153.75
						55728NOV2019-32	DEVELOPMENT ENG/W.HEMSLEY/NOV 2019	100-320-6430	\$632.25
						55728NOV2019-33	ADD'L SVCS/CIP DEVELOPMENT/NOV 2019	200-500-6490	\$1,082.75
						55728NOV2019-34	ADD'L SVCS/GRANT FUNDING APPS/SUPPORT NOV 2019	200-500-6490	\$597.00
						55728NOV2019-35	ADD'L SVCS/PUB WKS MAINT & OPS/NOV 2019	200-500-6490	\$11,395.50
						55728NOV2019-36	ADD'L SVCS/TRAFFIC INVESTIGATIONS/ENGINEERING/NOV 2019	200-500-6490	\$20,811.25
						55728NOV2019-37	GEN GIS SUPPORT NOV 2019	200-500-6490	\$130.00
						55728NOV2019-38	PUB WKS ADM (PROF SVCS) GAS TAX NOV 2019	200-500-6490	\$3,726.50
						55728NOV2019-39	TRAFFIC INVESTIGATION NOV 2019	200-510-6490	\$12,123.50
						55728NOV2019-40	HSIP-APS AND COUNTDOWN INSTALLATION PROJ NOV 2019	240-510-6670	\$3,354.50
						55728NOV2019-41	PRIVATE DEVELOPMENT PROCESSING NOV 2019	100-310-6433	\$110,628.24
									\$285,996.78
17111	JIV001	JIVE COMMUNICATIONS INC	1/8/2020	FALSE	\$1,399.62				
						IN6-527913	TELEPHONE SVCS/C.H./DEC 2019	100-295-6376	\$1,399.62
									\$1,399.62
17112	JOE001	JOE A. GONSALVES & SON	1/8/2020	FALSE	\$3,000.00				
						157895	PROF LEGISLATIVE REP/JAN 2020	100-200-6495	\$3,000.00
									\$3,000.00

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17113	JON002	JONES, BRYAN D	1/8/2020	FALSE	\$100.00	JAN2020	B.JONES/CELL PHONE REIMB/JAN 2020	100-200-6376	\$100.00
									\$100.00
17114	JPW001	JPW COMMUNICATIONS, LLC	1/8/2020	FALSE	\$1,200.00	024	GRAPHIC DESIGN/EASTVALE SOCIAL MEDIA TEMPLATES/OCT 201	100-260-6490	\$600.00
						1575	GRAPHIC DESIGN/EASTVALE SOCIAL MEDIA TEMPLATES/NOV 201	100-260-6490	\$600.00
									\$1,200.00
17115	LAN002	LANEY, HOUSTON B.	1/8/2020	FALSE	\$150.00	OCT-DEC2019	H.LANEY/PLNG COMM MTGS/OCT 16, NOV 20, DEC 18, 2019	100-300-6212	\$150.00
									\$150.00
17116	LEE002	LEE, KYU-SANG JOSHUA	1/8/2020	FALSE	\$100.00	OCT-DEC2019	J.LEE/PLNG COMM MTGS/NOV 20, DEC 18, 2019	100-300-6212	\$100.00
									\$100.00
17117	LEW003	LEWIS, ANISA	1/8/2020	FALSE	\$40.00	JAN2020	A.LEWIS/CELL PHONE REIMB/JAN 2020	100-260-6376	\$40.00
									\$40.00
17118	MAR006	MARK THOMAS & COMPANY INC	1/8/2020	FALSE	\$77,382.16	35199	PROF SVCS/LIMONITE GAP CLOSURE/NOV 2019	100-510-6662	\$77,382.16
									\$77,382.16
17119	MCE001	MCE CORPORATION	1/8/2020	FALSE	\$34,455.65	1909026-01	BIG BELLY MAINT/SEP 2019	240-200-6490	\$191.75
						1909026-02	ANNUAL ON-CALL MAINT/SEP 2019	200-510-6434	\$10,898.51
						1910037-01	BIG BELLY MAINT/OCT 2019	240-200-6490	\$170.44
						1910037-02	ANNUAL ON-CALL MAINT/OCT 2019	200-510-6434	\$12,372.13
						1911019-01	BIG BELLY MAINT/NOV 2019	240-200-6490	\$170.44
						1911019-02	ANNUAL ON-CALL MAINT/NOV 2019	200-510-6434	\$10,652.38
									\$34,455.65
17120	NAT001	NATIONAL DATA & SURVEYING SERVIC	1/8/2020	FALSE	\$460.00	19-6168	(24) HOUR VOLUME TRAFFIC COUNTS WITH SPEED FOR (1) DAY/ 4	200-510-6490	\$460.00
									\$460.00
17121	NBS001	NBS GOVERNMENT FINANCE GROUP	1/8/2020	FALSE	\$5,222.05	1219000085-01	QTRLY ADMIN FEE/ZONE 10/JAN-MAR 2020	300-600-6490	\$8.14
						1219000085-02	QTRLY ADMIN FEE/ZONE 33/JAN-MAR 2020	301-600-6490	\$2.22
						1219000085-03	QTRLY ADMIN FEE/ZONE 41/JAN-MAR 2020	302-600-6490	\$2,601.32
						1219000085-04	QTRLY ADMIN FEE/ZONE 79/JAN-MAR 2020	303-600-6490	\$232.18
						1219000085-05	QTRLY ADMIN FEE/ZONE 85/JAN-MAR 2020	304-600-6490	\$0.74
						1219000085-06	QTRLY ADMIN FEE/ZONE 111/JAN-MAR 2020	305-600-6490	\$260.28
						1219000085-07	QTRLY ADMIN FEE/ZONE 115/JAN-MAR 2020	306-600-6490	\$165.64
						1219000085-08	QTRLY ADMIN FEE/ZONE 116/JAN-MAR 2020	307-600-6490	\$256.58
						1219000085-09	QTRLY ADMIN FEE/ZONE 147/JAN-MAR 2020	308-600-6490	\$128.66
						1219000085-10	QTRLY ADMIN FEE/ZONE 151/JAN-MAR 2020	309-600-6490	\$7.39
						1219000085-11	QTRLY ADMIN FEE/ZONE 156/JAN-MAR 2020	310-600-6490	\$6.66
						1219000085-12	QTRLY ADMIN FEE/BAD 2014-2/JAN-MAR 2020	311-600-6490	\$583.22
						1219000085-13	QTRLY ADMIN FEE/LMD 2014-1/JAN-MAR 2020	312-600-6490	\$389.95
						1219000085-14	QTRLY ADMIN FEE/LMD 2014-3/JAN-MAR 2020	313-600-6490	\$424.05
						1219000085-15	QTRLY ADMIN FEE/LMD 2014-4/JAN-MAR 2020	314-600-6490	\$155.02
									\$5,222.05
17122	OBL001	OBLEA, LARRY	1/8/2020	FALSE	\$150.00	OCT-DEC2019	L.OBLEA/PLNG COMM MTGS/OCT 16, NV 20, DEC 18, 2019	100-300-6212	\$150.00
									\$150.00
17123	ORK001	ORKIN SERVICES OF CALIFORNIA INC	1/8/2020	FALSE	\$153.65	191856299	PEST CONTROL SVCS/C.H./12.06.19	100-295-6310	\$153.65
									\$153.65

Check No	Vendor No	Vendor Name	Check Date	Void	Amount	Invoice No	Description	GL Account	Amount
17124	PFM001	PFM ASSET MANAGEMENT LLC	1/8/2020	FALSE	\$2,812.36				
						SMA-M1119-14240	INVESTMENT ADVISORY SVCS/NOV 2019	100-210-6490	\$2,812.36
17125	RIV001	RIVERSIDE RUBBER STAMP & ENGRAV	1/8/2020	FALSE	\$156.38				
						19-101556	CITY OF EASTVALE EMBOSSE/CITY CLERK	100-120-6512	\$78.19
						20-101762	CITY OF EASTVALE EMBOSSE/CITY CLERK	100-120-6512	\$78.19
									\$156.38
17126	SCH003	SCHMIDT DESIGN GROUP INC	1/8/2020	FALSE	\$3,885.00				
						19-103.04	LANDSCAPE PROF ARCHITECT SVCS/ROADWAY VISION/AUG 2019	200-510-6695	\$3,885.00
17127	SHR001	SHRED-IT USA LLC, SHRED-IT US JV LL	1/8/2020	FALSE	\$126.56				
						8128769733	SHREDDING SVCS/11.25.19	100-295-6490	\$126.56
17128	SOU003	SOUTHERN CALIFORNIA NEWS GROUP	1/8/2020	FALSE	\$1,793.10				
						0011339676	PUB HEAR-ADOPT 2019 CA BUILDING STNDRS/TITLE 24, CA CODE	100-120-6414	\$409.50
						0011339679	PUB HEAR-ADOPT 2019 CA FIRE CODE	100-120-6414	\$396.90
						0011342487	PUB HEAR-AMEND TENTATIVE PARCEL MAP 37629/SUBDIVIDE 26..	100-120-6414	\$448.80
						0011345195	ADOPT ORD NO 2019-12/2019 CA FIRE CODE/AMEND TITLE 110 CH	100-120-6414	\$151.80
						0011345197	ADOPT ORD NO 2019-11/AMEND TITLE 110/ ADOPT 2019 CA BUILDI	100-120-6414	\$158.40
						0011346722	PLN19-20055/PUB HEAR-DENY MAJOR DEV/CHEVRON 7180 HAMNI	800-000-2305	\$227.70
									\$1,793.10
17129	STA001	STAPLES ADVANTAGE	1/8/2020	FALSE	\$1,140.05				
						8056931547-01	2020 CALENDAR & PLANNER/FIN/O.MACIAS	100-210-6510	\$37.16
						8056931547-02	OFFICE SUPPL/CODE	100-330-6510	\$778.13
						8056931547-03	OFFICE SUPPL/FINANCE	100-210-6510	\$51.04
						8056931547-04	OFFICE SUPPL/GENERAL	100-290-6510	\$273.72
									\$1,140.05
17130	VER003	VERIZON WIRELESS	1/8/2020	FALSE	\$70.00				
						INV18596126-01	MONTHLY GPS SVC/(2) CODE ENF/OCT 2019	100-330-6512	\$34.00
						INV18596126-02	MONTHLY GPS SVC/(1) COUNCIL/OCT 2019	100-100-6512	\$17.00
						INV18596126-03	MONTHLY GPS SVC/(1) FIRE/OCT 2019	110-420-6512	\$19.00
									\$70.00
17131	WRR001	WESTERN RIVERSIDE REGIONAL CONC	1/8/2020	FALSE	\$15,440.00				
						DEC2019	MSHCP MITIGATION FEE/DEC 2019	800-000-2315	\$15,440.00
									\$15,440.00
17132	WRI001	WRIGHT, KIMBERLY	1/8/2020	FALSE	\$384.57				
						EXPRPTSEP-DEC-1	K.WRIGHT/EXPRPT-MILEAGE/ECON DEV ALLIANCE MTG/09.25.19	100-301-6250	\$19.26
						EXPRPTSEP-DEC-2	K.WRIGHT/EXPRPT-MILEAGE/MTGS, EVENTS, TRAINING/OCT 2019	100-301-6250	\$136.54
						EXPRPTSEP-DEC-3	K.WRIGHT/EXPRPT-MILEAGE/MTGS, EVENTS, TRAINING/NOV 2019	100-301-6250	\$137.88
						EXPRPTSEP-DEC-4	K.WRIGHT/EXPRPT-MILEAGE/MTGS, EVENTS, TRAINING/DEC 2019	100-301-6250	\$90.89
									\$384.57
17133	XER001	XEROX CORPORATION	1/8/2020	FALSE	\$1,255.39				
						1884249	COPIER MACHINE LEASE/ALTFILLISCH/NOV 25-DEC 24, 2019	100-290-6472	\$418.12
						1903861	COPIER MACHINE LEASE/C.H./DEC 6-JAN 5, 2020	100-290-6472	\$837.27
									\$1,255.39
17134	ZEP001	ZEPEDA, ANGELICA	1/8/2020	FALSE	\$40.00				
						JAN2020	A.ZEPEDA/CELL PHONE REIMB/JAN 2020	100-220-6376	\$40.00
									\$40.00
TOTAL					\$1,820,437.69				



February 2020

EASTVALE CONNECTION

PUBLIC MEETING SCHEDULE

CITY OF EASTVALE

BUSINESS WORKSHOP

HOSTED BY SBA & SCORE

FEBRUARY 20, 2020 FROM 1PM TO 3PM



EASTVALE CITY COUNCIL

Wednesday, February 26, 2020 @ 6:30 p.m.

EASTVALE PLANNING COMMISSION

Wednesday, February 19, 2020 @ 6:00 p.m.

EASTVALE PUBLIC SAFETY COMMISSION

Tuesday, February 25, 2020 @ 6:00 p.m.

EASTVALE PARKS COMMISSION*

Thursday, February 20, 2020 @ 6:00 p.m.

Meetings are held at: Eastvale Council Chambers | 12363 Limonite Ave. Suite 900

*Parks Commission meetings are held at: Eastvale Community Center

UPCOMING EVENTS

- February 14, 2020: Happy Valentine's Day Eastvale!
- February 17, 2020: City Hall closed in Observance of President's Day
- February 20, 2020: SCORE Workshop

Stay Connected!



12363 Limonite Ave. Ste. 910
Eastvale, CA 91752

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E: info@EastvaleCA.gov

WWW.EASTVALECA.GOV



AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.4

February 12, 2020

Reject All Bids for the Street Name Sign Enhancement Project – Phase 1

Prepared By: Gina Gibson-Williams, Community Development Director

Recommended Action(s)

Authorize the City Manager to reject all bids received for the Street Name Sign Enhancement Project – Phase 1

Summary

The scope of work for the Street Name Sign Enhancement Project – Phase 1 (Project # 93028) consists of furnishing and installing illuminated street name signs with Eastvale logo along Limonite Avenue and Hamner Avenue within the City Limit.

Bids were advertised on the City’s website, QuestCDB.com, bid boards, and through emails. Bids were opened on January 22, 2020 and bid results are as follows:

Prime Contractors requesting bidding documents:	4
Total Bids received:	3
Total Non-Responsive Bids received:	0

Bid Results Summary:

NAME OF BIDDER	CITY	BID AMOUNT
Siemens	Riverside	\$ 189,895.00
Macadee Electrical Construction	Chino	\$ 194,513.00
Econolite	Anaheim	\$ 218,911.97

[Return to Agenda](#)

The bid amounts exceeded the estimated cost of the project and would need a budget amendment to award to the lowest and responsible contractor. Therefore, staff is recommending to reject all bids received for this project.

Background

The City's CIP includes a FY 2019/2020 budget in the amount of \$200,000 for replacing street name signs at the signalized intersections in the City. The new signs will be lit by light emitting diodes (LED) to save energy and will include highly reflective sign material with the City's logo displayed.

With the proposed low bid of \$189,895 plus a contingency of \$19,000 and inspection costs of \$6,000, the total amount needed to award the project would be \$215,000. Therefore, an additional allocation would be required to award to the apparent low bidder.

In evaluating alternatives, the City considered that the base bid cost received includes the contractor's markup on the street name signs and their efforts to furnish and install the signs in a period of 30 working days. The mark up could be saved, similar to the recent LED street light project if the City purchased the street name signs directly from the sole-source distributor. The City could also save in installation cost if the time frame for installation was extended to be done on a more flexible schedule of 60 working days. This would save the City about \$20,000 for 61 signs along Limonite and Hamner and approximately \$40,000 for 127 signs along Limonite, Hamner, Archibald and Schleisman for a total savings of \$60,000.

Per the contract specifications, the City has the right to reject any and all bids.

Strategic Plan Action – Priority Level: 1A | Target #: 3 | Goal #: 3

Create value-added development.

Fiscal Impact

There is no fiscal impact associated with the above-recommended action. Although, by re-evaluating the process of completing the project, as mentioned above, there could be a savings of \$60,000 realized by rejecting bids and purchasing the street name signs from the authorized distributor and re-bidding the Project for installation only with a more relaxed install schedule.

Prior City Council Action

N/A

Attachment(s)

N/A



AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.5

February 12, 2020

Contract Award with Leighton Consulting, Inc. for Geotechnical Services of the Schleisman Road Extension and Hamner Place Storm Drain Project

Prepared By: Gina Gibson-Williams, Community Development Director

Recommended Action(s)

1. Approve a professional services agreement with Leighton Consulting, Inc. in the amount of \$44,904 for the Geotechnical Services of the Schleisman Road Extension and Hamner Place Storm Drain Project; and
2. Authorize the City Manager to execute all necessary documents.

Summary

Geotechnical services are required to perform quality control for the installation of new roads and various utilities that is part of the Schleisman Road Extension and Hamner Place Storm Drain Project. A Request for Proposals was advertised on January 7, 2020 at the City's website, QuestCDB.com, bid boards, and through emails to seek proposals from qualified geotechnical consultants. The City received 11 formal responses to the Request for Proposals on January 21, 2020.

An evaluation team consisting of the Supervising Engineer, Associate Engineer, and Project Inspector have reviewed the proposals. The proposals were evaluated based on the demonstration of technical competency, project team, performance, and relevant project experiences. In the evaluation process, Leighton was determined to be the best firm available for this project. Leighton has successfully performed similar projects in various cities, including the cities of Ontario, Rancho Cucamonga, Corona and Pomona.

Background

On January 22, 2020, the City Council awarded a construction contract to GMC Engineering, Inc. for the Schleisman Road Extension and Hamner Place Storm Drain Project. The scope of work includes approximately 1,900 linear feet of street improvements east along Schleisman Road from the intersection with Hamner

Avenue including curb & gutter, pavement, sidewalk, a roundabout section, domestic water facilities, and drainage facilities. The project also includes storm drain facilities along Hamner Avenue from the intersection of Schleisman Road and Hamner Avenue, to the north. Geotechnical Services would be required to perform quality control of the street improvements and utility installations.

Leighton will work closely with the GMC Engineering, Inc. and the City Inspector to provide geotechnical services on as-needed basis. The provided services will include performing field density testing of material compaction, sieve analysis and sand equivalent, hveem stability and unit weight for asphalt concrete and preparing all technical memoranda, reports and certifications.

Strategic Plan Action – Priority Level: 1A | Target #: 3 | Goal #: 3

Create value-added development and land use flexibility.

Fiscal Impact

The FY 2019/2020 Budget includes \$3,749,830.00 for the Civic Center Project No. 95001 and \$762,433 in Storm Drain Facilities – Zone 2 Project No. 93024. On November 13, 2019, City Council amended the contract with Webb totaling the new contract amount to \$448,000, using \$334,840 from Project No. 95001 and \$113,160 from Project No. 93024. The total expenditure estimated for the Storm Drain project is \$886,317.50 (see expense summary below). The City has requested an additional \$125,000 from County Flood control funds. In the meantime, the funds for the additional storm drain costs will come from the Civic Center Project, and the additional storm drain costs will come from the Civic Center Project, Project 95001, in the meantime. There are sufficient funds in the Civic Center Project No. 95001 for the geotechnical services provided by Leighton.

Budget Summary

	Storm Drain Project No. 93024	Civic Center Project No. 95001	Total
FY2019/2020 Budget	\$ 762,433.00	\$ 3,749,830.00	\$ 4,512,263.00
Additional Budget	\$ 125,000.00	-	\$ 125,000.00
Total Adjusted Budget	\$ 887,443.00	\$ 3,749,830.00	\$ 4,637,263.00

Expense Summary

	Storm Drain Project No. 93024	Civic Center Project No. 95001	Total
Construction	\$ 664,800.50	\$ 2,303,167.00	\$ 2,967,967.50
Construction Contingency (10%)	\$ 64,480.00	\$ 230,317.00	\$ 296,797.00
Construction Management (6%)	\$ 43,877.00	\$ 148,000.00	\$ 191,877.00
Design	\$ 113,160.00	\$ 334,840.00	\$ 448,000.00
Geotechnical Services		\$ 44,904.00	\$ 44,904.00
Total	\$ 888,317.50	\$ 3,061,228.00	\$3,949,545.50

Prior City Council Action

On October 24, 2018, City Council entered into an agreement with Webb to design the storm drain and roadway improvements for Schleisman Road.

On December 12, 2018, City Council approved Parcel Map 37492 for the Hamner Place development and entered into a Subdivision Improvement Agreement with Lewis. The parcel map included the right of way dedication for the extension of Schleisman Road through the project site to a proposed interchange with I-15. The extension bisected four parcels to the north and four to the south.

On January 23, 2019, the City Council entered into an agreement with Lewis Land Developers related to the development of the Hamner Place property.

On June 12, 2019, the City Council amended the General Plan to remove the Schleisman Road Interchange.

On October 23, 2019, City Council approved to vacate the original Schleisman Road configuration and reconveyed it to Lewis with the vacation of the current access restriction for the new driveway location on Hamner Avenue and accepted the acquisition of the new Schleisman Road right of way by dedication and the conveyance of the new access restriction to Lewis for the old driveway location on Hamner Avenue.

On November 13, 2019, City Council amended the contract with Webb for infrastructure design work to include modifying the Schleisman Road design for the new street section (without the interchange), providing landscape design services for the new road section, designing street lights for Schleisman Road within the Hamner Place development, designing new fiber optic and SCE sleeves for future undergrounding and creating conceptual layouts for trail connectivity on Schleisman Road from Hamner Avenue to Scholar Way to connect Hamner Place with schools and neighborhoods.

On January 22, 2020, City Council approved a construction contract with GMC Engineering, Inc.

Attachment(s)

1. Agreement with Leighton Consulting, Inc.
2. Proposal submitted by Leighton Consulting, Inc.

**AGREEMENT FOR SERVICES
[GEOTECHNICAL SERVICES FOR THE SCHLEISMAN ROAD EXTENSION AND
HAMNER STROM DRAIN PROJECT]**

This Agreement for Services (“Agreement”) is entered into as of this 12th day of February 2020 by and between the City of Eastvale, a municipal corporation (“City”) and Leighton Consulting, Inc., a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one year commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty Four Thousand Nine Hundred Four dollars (\$44,904.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect

to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars (\$10,000.00), this Agreement and the Contractor's books and records related to this

Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition

to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner

with the interests of City or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any

response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Eastvale
Attn: William Hemsley
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: _____

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF EASTVALE

Bryan Jones
City Manager

ATTEST:

Marc Donohue
City Clerk

APPROVED AS TO FORM

Erica Vega
City Attorney

By: _____
Name: _____
Its: _____

NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE

REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY. CORPORATIONS AND LLCs MUST SUBMIT DOCUMENTATION SHOWING THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS THE AUTHORITY TO EXECUTE THIS CONTRACT.

EXHIBIT "A"
SCOPE OF SERVICES

Workplan and scope provided by Leighton Consulting, Inc. attached.

EXHIBIT "B"
COMPENSATION

Fee Schedule provided by Leighton Consulting, Inc. attached.

EXHIBIT "C" INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

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

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor'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.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Work Plan

Project Description

Information to prepare this work plan was obtained from the City of Eastvale Request for Proposals (RFP) document and the *Response to Request for Information No. 1*. The proposed project consists of the Schleisman Road extension, Hamner Place landscaping, and Hamner Avenue Line 'H' storm drain project. The RFP included construction plan sets (27 pages) for Capital Improvement Project No. 93027 (street) and No. 93024 (storm drain).

We understand that the project will be broken up into two phases. Phase 1 includes underground utility work and curb-to-curb improvements along Schleisman Road, and the Line H Storm Drain Extension on Hamner Avenue. Phase 1 is planned to be completed by July 2, 2020. Phase 2 includes hardscape improvements including a bus turnout and additional driveways on Hamner Avenue, and is planned to be completed by August 21, 2020.

Scope of Services

We understand that a geotechnical company will be providing observation and testing during construction (*Quality Control, QC*) and a separate geotechnical company may be providing third party inspections (*Quality Assurance, QA*). This proposal presents two budgets to provide either geotechnical QC or this party geotechnical QA. Our scope of work presented herein is applicable for both QC/QA, and the difference between those items is the amount of technician time spent onsite and frequency of testing.

Our scope of work will be to provide geotechnical observation and testing services during construction earthwork operations of Project No. 93027 (street) and Project No. 93024 (storm drain). We will also provide office support, geotechnical laboratory testing, reporting and management. Our services will be provided on an as-needed, on-call basis. Construction material testing (concrete) and special inspections are not included in our scope of work, though can be provided on request for an additional fee. Our services will be provided during backfill of storm drain trenches, street and sidewalk subgrade construction, aggregate base and asphalt placement. We assume that utility installation along Schliemann Road (water, sewer, gas) will be performed under a separate project.

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard-sole shoes. Please notify us if any additional personal protection is required specific to this site and project.

Based on our understanding of the project, anticipated tasks for our scope of services will consist of the following fieldwork:

- **Pre-Construction Meeting:** We will attend a pre-construction meeting (either in-person or via phone conference) with representatives of the contractor and construction management to establish site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Mix Design Reviews:** If requested, we will review Hot Mix Asphalt (HMA) and rubberized HMA mix design submittals from the paving contractor, and present a letter documenting our review in accordance with project specifications and/or City protocol.
- **Earthwork, Backfill, and Pavement Density Observation and Testing:** We will provide part-time/full-time, on-call geotechnical observation and testing services on site by a qualified soil technician as fill thickness and your schedule requires. We will observe earthwork operations and test relative compaction of storm drain backfill, grading, pavement subgrades, aggregate base, and hot mix asphalt. Daily Field Reports (DFRs) documenting observations and test results each day will be distributed to your site representative for review and signature. We anticipate that a construction management representative will be on-site to (1) schedule our personnel, (2) supervise various contractor activities, and (3) respond to deficiencies in earthwork or materials if necessary.
- **Geotechnical Laboratory Testing:** We will perform geotechnical laboratory testing of samples from onsite and imported soil/aggregate. Our laboratory tests will likely include the following:
 - ▶ **Asphalt:** Aggregate gradation, asphalt binder content (extraction), Hveem maximum density.
 - ▶ **Aggregate Base, Subgrade:** Sieve analyses, optimum moisture and maximum density compaction curves (ASTM D1557).
 - ▶ **RCP Bedding Material:** Sieve analyses, Sand Equivalent.

Advanced testing for rubberized asphalt and binder testing is not included in this scope of work. However, these tests can be provided upon request for an additional fee.

- **Management:** We will coordinate our field personnel and provide professional administrative services. We will provide project geotechnical testing management, supervision and internal quality control, which will be provided by our Field Operations Manager and Project Engineer. Daily Field Reports (DFRs) written by our technicians in the field will be reviewed and prepared for distribution. Laboratory test results will also be reviewed and distributed. Concerns encountered in the field and noted on DFRs, and any material tested and found not to conform to project specifications, will be brought to the attention of your project superintendent or designated representative
- **Report:** Upon request, we can prepare a final compaction report summarizing our geotechnical observations and testing during compacted fill and backfill placement. We can tabulate test results, and this report can be written to summarize our findings, conclusions and recommendations.

Our field personnel will also check in at the project field office/location or designated City office, upon completion of activities for the day. Our Daily Field Reports (DFRs) will be brought to the project superintendent or designated City representative to confirm activities and hours worked each day, and

for your representative’s confirmation and comprehension of what was reported. When helpful/requested, we will digitally photograph work progress. DFRs written by our field technicians (and photos) will be reviewed by Leighton Consulting, Inc. management and prepared for distribution as specified by you. Laboratory test results will also be reviewed as part of Leighton Consulting, Inc.’s internal quality control, and then distributed to the City inspector or project manager as designated by you. Concerns encountered in the field and noted on DFRs, and any material tested and found not to conform to project specifications, will be brought to the attention of your project manager or designated representative.

Schedule

We request at least two working days advance notice when scheduling our field personnel at the commencement of construction; while work thereafter may be scheduled with one working day (minimum 24 hour) notice. Calls to our dispatch (866-LEIGHTON) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior arrangement. However, we will attempt to fill emergency requests, also. We anticipate our personnel will be on site periodically for both full time and/or part time observation and testing, as requested by your field representative. We request that you partner with us to manage our budget, by avoiding unnecessary trips to the site and to combine required observation and testing, whenever possible into one visit. We will work with your field representative to reduce standby time or unnecessary trips to the site.

Estimated Technician Hours

Based on our understanding of the project, we have estimated the following technician hours for the project as shown in the tables below for (Option A) geotechnical QC, and (Option B) third party geotechnical QA.

Table 1 – Estimated Soil Technician Hours – Option A: Geotechnical QC

Construction Item	Estimated Hours
Rough Grading	40
Storm Drain Construction and Backfill	152
Pavements	72
Sidewalks	36
Total	300

Table 2 – Estimated Soil Technician Hours – Option B: Third Party Geotechnical QA

Construction Item	Estimated Hours
Rough Grading	10
Storm Drain Construction and Backfill	38
Pavements	18
Sidewalks	9
Total	75

Project Management Controls

Internal Quality Assurance / Quality Control

On each project, Leighton employs several layers of internal Quality Assurance procedures to adhere to the project’s goals, budgets and schedules. Project Management Quality is facilitated by Leighton’s cost management tools and schedule tracking programs. Budget status, work progress, and the results of data collected in the field are conveyed communications from Leighton’s project manager to the City’s designated Point(s) of Contact.

Leighton’s Quality Assurance Program involves corporate procedures that are applied to different areas of work. The QA/QC process is an internal program that is used for our projects. Peer and management reviews, client reviews/input and step-by-step performance methods are employed by Leighton’s professional staff in accordance with local, state, and federal guidelines. Our internal QA/QC system will be overseen by our project manager.

Adherence to Scope, Schedule and Budget

Leighton is well-staffed with many locally located offices, and can handle large fluctuations in workload. Our team can add staff to get more of our work done in a shorter period of time to meet internal deadlines. In addition, if your project needs to extend beyond our scheduled resources, we can access staff from other Leighton office locations, providing additional personnel who will be under the direction of our project manager and are able to contribute to our local work effort.

Leighton’s project management software is an interactive, real-time tool that provides desktop dashboard resource planning and allocation for project forecasting. We can see what personnel resources are available (and for how long), and designate them for a project task.

Budget/Cost Control Tools

Every project manager at Leighton has access to in-house proprietary project management and financial software, which allows for near real time monitoring of project budget, helping our Project Managers keep timely and accurate cost control of their projects. We will communicate with the City as needed to

discuss project status, agency requirements, schedule, and anticipated scope changes. This provides your staff the tools to manage actual project costs. In addition, to help control project costs, we will internally review our project staffing on a regular basis.

Technology Tools

Leighton possesses information technology and field equipment necessary to support projects. One of Leighton's strengths has been the use of technology to improve data quality, reduce costs, and improve productivity. We utilize proprietary information technology for mapping, visualization and modeling, GPS receivers and laptop and handheld computers for recording of field data, and cellular technology for field communication.

Project managers use real time project management information software called In-Focus. Our project managers budget each phase of work and a dashboard keeps them informed of expenditures to the appropriate level of the project.

Leighton Consulting, Inc.

Table 1. Breakdown of Estimated Fees - (Revised)

Eastvale CIP - Schleisman Road Extension, Hamner Place Landscaping and Hamner Avenue Storm Drain Project
 Geotechnical Testing During Construction

Proposal # RC19-073

TASK DESCRIPTION	RATE	UNITS	COST
Field Observation and Special Inspections			
Field Soils/Material Tester (Prevailing Wage)	\$115.00 / hour	300	\$34,500.00
Vehicle Usage	\$14.00 / hour	330	\$4,620.00
		SUBTOTAL	\$39,120.00
Laboratory Testing			
Modified Proctor compaction 4 inch mold (Methods A & B ASTM D1557)	\$220.00 / each	3	\$660.00
Particle size - Sieve only 1½ inch to #200, (ASTM D6913/CTM 202)	\$135.00 / each	3	\$405.00
Sand Equivalent (SE, ASTM D2419/CTM 217)	\$105.00 / each	3	\$315.00
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	\$1,350.00 / each	1	\$1,350.00
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	\$150.00 / each	3	\$450.00
Gradation of extracted aggregate (ASTM D5444/CTM 202)	\$135.00 / each	3	\$405.00
Maximum density - Hveem (CTM 308)	\$200.00 / each	3	\$600.00
		SUBTOTAL	\$4,185.00
Project Management & Reporting			
Principal	\$199.00 / hour	3	\$597.00
Project Engineer	\$167.00 / hour	6	\$1,002.00
		SUBTOTAL	\$1,599.00
TOTAL ESTIMATED COST			\$44,904.00

PROPOSAL TO PROVIDE
**Soils Observation and Testing Services for the
Hamner Place Project**

PREPARED FOR
City of Eastvale



JANUARY 21, 2020

Leighton

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ATTACHMENTS

- **Attachment A** Resumes of Assigned Staff

ENCLOSURES

- **Fee Schedule** Provided in a separate sealed envelope



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

Tuesday, January 21, 2020

RC20-008

City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752-3686

Attention: Mr. William B. Hemsley, PE, City Engineer

**Subject: Proposal: Soils Observation and Testing
Schleisman Road Extension, Hamner Place Landscaping and Hamner Avenue
Storm Drain Project (Hamner Place Project)
Eastvale, San Bernardino County, California**

Leighton Consulting, Inc. is pleased to present this proposal in response to your January 8, 2020 *Request for Proposals* (RFP) and response to "RFI No. 1," to provide soils observation and testing during construction of new pavements for extension of Schleisman Road, Hamner Place landscaping and a Hamner Avenue storm drain (collectively known as the Hamner Place Project). We are uniquely qualified to provide these services, since we recently provided the City with as-needed soils observation and testing services for six pavement rehabilitation projects, including Schleisman Road and Hamner Avenue, under the 2018-2019 annual asphalt concrete overlay program. We are certainly interested in providing soils and asphalt observation and testing services for this Hamner Place Project.

Leighton Consulting, Inc. field staff will be mobilized from our nearby Rancho Cucamonga office, with laboratory support from our in-house Caltrans-certified geotechnical and materials testing laboratories. Jason Hertzberg, PE, GE, will manage our work and will serve as our main point-of-contact for the City. His contact information is as follows:

Jason Hertzberg, PE, GE
Principal Engineer

Office: (909) 527-8772
jhertzberg@leightongroup.com

10532 Acacia Street, Suite B-6
Rancho Cucamonga, CA 91730

This proposal is valid for at least 120 calendar days after January 21, 2020, and we have reviewed the City of Eastvale's "*Agreement for Services*." As a duly authorized officer of Leighton Consulting, Inc., I am authorized to negotiate and sign an agreement with the City. We thank you for the opportunity to submit our proposal, and we look forward to providing serviced to the City once again. If you have any questions regarding this proposal or need any more information regarding how we can be of service, please contact Jason as noted above or myself directly at **M:** (951) 265-5360, **O:** (909) 527-8771, or by email: tbenson@leightonconsulting.com

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Thomas C. Benson, Jr., PE, GE
President and CEO

Distribution: (1) addressee (+ 1 PDF)

10532 Acacia Street ■ Suite B-6 ■ Rancho Cucamonga, CA 91730
909.484.2205 ■ Fax 909.484.2170 ■ www.leightonconsulting.com

Qualifications and Experience

Brief Firm Introduction

Leighton Consulting, Inc. (Leighton) is an award-winning engineering firm recognized as a 2019 Top Design Firm by Engineering News-Record (ENR). We provide geotechnical and environmental engineering, materials testing, and special inspection services to public- and private-sector clients. Founded in 1961, Leighton, today, has eight office locations throughout southern California with 175 employees, including California Registered Professional Engineers, Geotechnical Engineers, Professional Geologists, Certified Engineering Geologists, Certified Hydrogeologists, earth and environmental scientists, certified field and lab technicians, and certified special inspectors. Leveraging our expertise and passion in the disciplines of earth science and engineering, Leighton provides sound solutions for the planning, design, and construction of engineered structures and facilities across California.



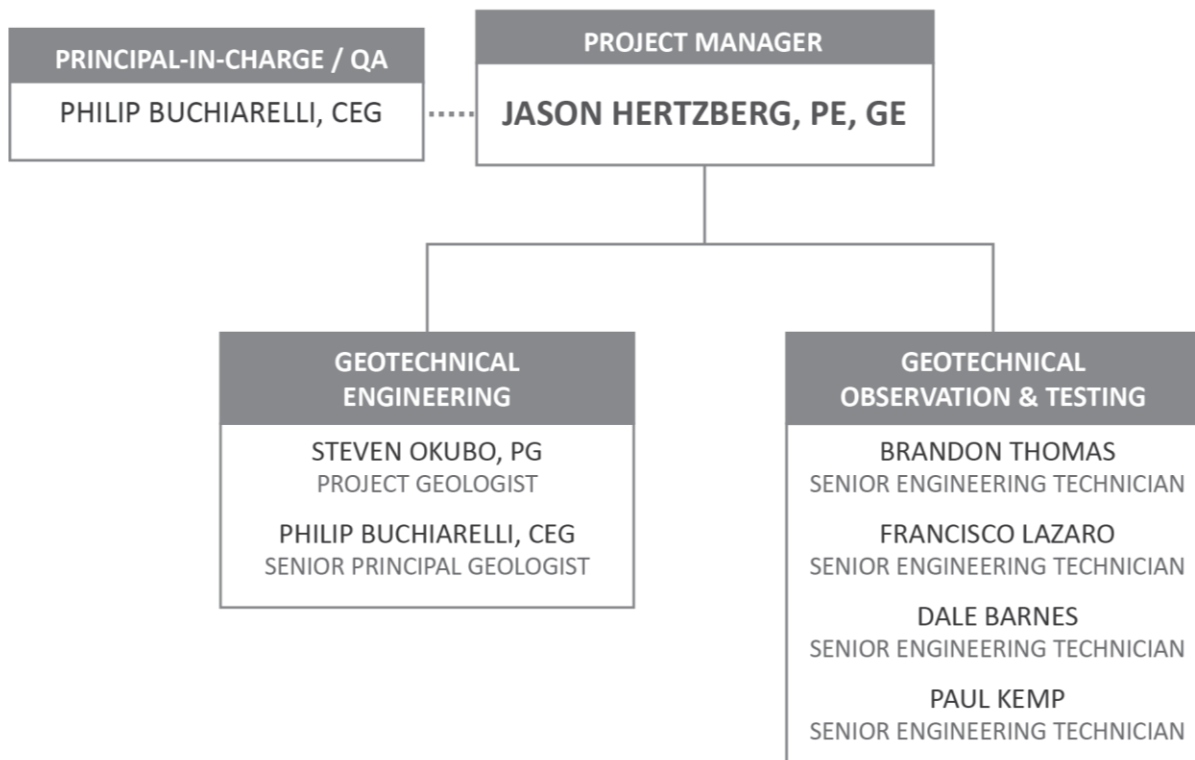
For nearly 60 years, Leighton has provided geotechnical/soils observation and testing for transportation infrastructure projects throughout Southern California for numerous city clients, including the cities Rancho Cucamonga, Pomona, Corona, and Industry, and more specifically, with the City of Eastvale (City). Our direct past experience with the City means there is no learning curve on our part. We are familiar with City staff and procedures and can provide a streamlined project management and communication process. We will also leverage this experience to respond quickly to City needs, including emergency and urgent requests, and submit daily field reports and testing data results in a timely manner. Leighton understands that timely submittals are crucial in keeping construction moving forward.

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Project Team

To undertake this project, Leighton has crafted a project team comprised of in-house staff who possess the appropriate qualifications and relevant experience. This project organization and staffing plan will enable Leighton to schedule multiple qualified technicians, as necessary, as a critical component to adhering to the City's project schedule. Utilization of subcontractors is not anticipated for this project. Leading the team will be Mr. Jason Hertzberg, PE, GE. Based out of our Rancho Cucamonga office, Mr. Hertzberg will serve as the project manager and main point-of-contact for the City. The organizational chart of the proposed project team is depicted below.

ORGANIZATIONAL CHART OF THE LEIGHTON TEAM



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The table below summarizes our team members’ roles and qualifications. Two-page resumes of each assigned staff with relevant experience is provided in **Attachment A** of this proposal.

Name & Role	Qualifications
Jason Hertzberg, PE, GE Project Manager	MS, Civil Engineering, California State University, Long Beach BS, Civil Engineering, California State Polytechnic University, Pomona CA - Geotechnical Engineer - 2711 CA - Civil Engineer - 61778
Philip Buchiarelli, CEG Principal-in-Charge/QA Senior Principal Geologist	BS, Geology, University of California, Los Angeles CA - Geologist - 5502 CA - Certified Engineering Geologist – 1715
Steven Okubo, PG Project Geologist	MS, Geology, University of California, Los Angeles BS, Geology, University of California, Fullerton CA - Geologist - 9366 CFR 1910.120 OSHA 40-Hour Training CFR 1910.120 OSHA 8-Hour Refresher Training OSHA 30-Hour Construction CPR AED First Aid
Brandon Thomas Sr. Engineering Technician	BA, Environmental Studies, California State University, San Bernardino CPN Nuclear Gauge Certificate CALTRANS: 125 - Sampling Highway Materials and Products Used in the Roadway Structural Sections 216 - Relative Compaction of Untreated and Treated Soils and Aggregates 231 - Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gauge 504 - Determining Air Content of Freshly Mixed Concrete by the Pressure Method 518 - Unit Weight of Fresh Concrete 523 - Flexural Strength of Concrete - Fabrication 533 - Ball Penetration in Fresh PCC 539 - Sampling Fresh Concrete 540 - Making, Handling, and Storing Concrete Compressive Test Specimens Fabrication 556 - Slump of Fresh PCC

	<p>557 - Temperature of Freshly Mixed PCC ACI Concrete - Grade I CFR 1910.120 OSHA 40-Hour Training Confined Space Entry CPR AED First Aid</p>
<p>Francisco Lazaro Sr. Engineering Technician</p>	<p>CPN Nuclear Gauge Certificate ACI - Concrete - Grade I</p>
<p>Dale Barnes Sr. Engineering Technician</p>	<p>CPN Nuclear Gauge Certificate ACI - Concrete - Grade I</p>
<p>Paul Kemp Sr. Engineering Technician</p>	<p>MS, Environmental Studies, California State University of Fullerton, Fullerton BS, Environmental Science, University of the West of England, CPN Nuclear Gauge Certificate ACI - Concrete - Grade I</p>

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Recent and Relevant Project Experience

Aside from our 60 years of experience providing geotechnical observation and testing services during construction of numerous infrastructure projects, Leighton has direct past experience working with the City of Eastvale. This translates to no learning curve and a smoother project management and communications process. Our past project experience providing soils observation and testing for Schleisman Road and Hamner Avenue, and others, means we understand the City's project needs and expectation and can respond to them in a timely manner. We understand that our part plays a crucial role in keeping construction moving forward in a safe and sound manner. Hereafter are a number of projects samples, with client references, to demonstrate our overall in-depth experience and expertise.

Various Pavement Rehabilitation Projects, As-Needed Soils Observation and Testing, Eastvale, CA

City of Eastvale, Craig Bradshaw, City Engineer
951.703.4472 | cbradshaw@eastvaleca.gov

Leighton has provided the City of Eastvale as-needed soils observation and testing services for the annual asphalt concrete overlay program. During 2018 - 2019, Leighton worked on several task order projects, including the following:

- Schleisman Road
- Chandler Street
- River Road
- Hamner Avenue
- Philadelphia Road
- Archibald Avenue

Schleisman Road Overlay Rehabilitation

Leighton provided geotechnical observation and testing of grading operations and asphalt concrete testing for street rehabilitation. Leighton's Certified Field Technicians perform compaction testing along curb and gutter, sidewalk, drive approaches, and road ways, and submission of compaction and laboratory tests to the City inspector. The project included roadway overlay and partial pavement removal and rehabilitation on nearly eight-lane-miles on non-connecting streets.

Philadelphia Street Expansion

Leighton performed geotechnical exploration and provided pavement design recommendations for Philadelphia Street near the I-15. With a large landfill and several distribution warehouses within the vicinity, the pavement showed signs of distress, fatigue, alligator cracking, and levels of disintegration. Leighton advised that this type

of failure often begins at the base of the asphalt concrete, in which case, grind and overlay are not very effective, and recommended that complete reconstruction of the pavement section was the optimal option. Leighton's geotechnical report prepared for the City included minimum flexible pavement sections for asphalt pavement reconstruction, based on design procedures outlined in the current Caltrans Highway Design Manual.



Hamner Avenue Widening

Leighton provided geotechnical observation and testing during construction of the Hamner Avenue widening project. Leighton performed observation and testing for quality control of moisture condition and relative compaction of crushed miscellaneous base and pavement subgrade for street, spandrels, gutter and curb. Leighton worked with the contractor to rework some areas where moisture was too high or too low and recompaction was required.

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Goodman Commerce Center Eastvale, Geotechnical Consulting Services, Eastvale, CA

Goodman, Ward Mace, Vice President Entitlements & Construction, Southwest Region
949.407.0142 | ward.mace@goodman.com



Leighton provided geotechnical consulting services during the construction of the Goodman Commerce Center Eastvale, a 200-acre mixed-use development.

The Goodman Commerce Center Eastvale is one of the largest mixed-use commercial developments in Southern California, located off of the I-15 Freeway and Cantu-Galleano Road. The Center spans 200 acres of light industrial warehouses, business park and offices, and commercial retail spaces, including retail giants Amazon and Costco.

Leighton provided geotechnical /materials observation and testing during the construction activities, including the following:

- Rough grading, grading, and post-grading of more than 2.5 million square feet of building pads.
- Reconstruction and widening of Hamner Avenue and associated storm drain.
- Onsite and offsite infrastructure (roads, storm drains, basins, and backbone utilities).

Leighton also performed field exploration and testing in support of the construction of 10 storm water detention basins designed to infiltrate low flows while allowing high flows to drain to the storm drain. We also conducted a geotechnical and methane investigation on one of the existing properties. This task required advancing seven direct push soil borings and installing soil gas probes to monitor for methane gas.

Eucalyptus Avenue Storm Drain and Street Improvements, Geotechnical Observation and Testing, Ontario, CA

Lewis Group of Companies, Sage McCleve, Project Manager
909.579.1240 | Sage.McCleve@lewisop.com

Eucalyptus Avenue Storm Drain Leighton provided geotechnical observation and testing during construction of the Eucalyptus Avenue Storm Drain, part of the new Parkside master planned community in Ontario. The storm drain extends from the outfall structure on Cucamonga Creek along Eucalyptus Avenue and the project scope included the installation of two storm drain laterals (approximately 750 linear feet total) to depth of approximately 20 feet below existing ground surface. Installed by conventional cut and cover methods, Leighton provided observation and testing during over-excavation and backfill compaction activities.

Eucalyptus Avenue Street Improvements

The existing Eucalyptus Avenue was an undeveloped, rural road. As part of a new master planned community in Ontario called ParkPlace (adjacent to Parkside), Eucalyptus Avenue was planned for improvements. Leighton provided pavement design recommendations as well as geotechnical observation and testing during the reconstruction of the Eucalyptus Avenue. Scope of work including collecting soil samples in the area of proposed street improvements and testing for R-value. Based on the results, Leighton recommended flexible pavement sections in accordance with design procedures outlines in the current Caltrans Highway Design Manual. Recommendations also included specifications for aggregate base, subgrade soil processing, compaction and moisture conditioning. During the construction phase, Leighton performed soils observation and testing during trenching and backfill to ensure construction activities were performed in accordance to geotechnical design specifications.



As-Needed Geotechnical Engineering, Soils and Materials Testing Services, Rancho Cucamonga, CA

City of Rancho Cucamonga, Neil Plummer
909.477.2740 | Neil.Plummer@cityofrc.us



Working for Public Works, Engineering, and the Community Services Departments under an as needed contract, Leighton provides geotechnical engineering, soils observation, and testing and materials inspection and testing. Leighton has met the City’s objectives since 2008, with a current contract awarded in 2013, amended through the end of the 2017 fiscal year. Leighton’s task orders for the City’s pavement rehabilitation program have improved more than 20 miles of city streets, from 2-lane residential to six-lane divided arterial streets. Other capital improvements include storm repair improvements with soils and materials testing, engineering services for buildings and parks.

Local Street Pavement Rehabilitation

Geotechnical and Material Laboratory Testing:

We performed geotechnical laboratory testing of representative base material to determine the laboratory maximum dry density and optimum moisture content (“compaction curves”), and corresponding grain size distribution. We also conducted laboratory testing on collected asphalt samples and cores.

Asphaltic Concrete Inspection and Review:

We provided a certified asphaltic concrete inspector to observe asphaltic concrete placement along the alignments, as well as conduct an off-site batch plant inspection. We will also conducted a review of asphalt rubber hot mix submittals for this project. We worked closely with a coring subcontractor to collect core samples after placement for laboratory testing.

As Needed Testing for Pavement Rehabilitation

Task orders for soils and materials testing for rehabilitation projects during our current contract included: a 2-mile portion of Foothill Boulevard, and 1-mile segments of Archibald and Haven in the northern part of the City; six miles over 19th, 8th, and 6th Streets, Hellman Ave, and Baker Ave.



On these projects Leighton's scope of work included asphaltic concrete laydown and batch plant inspection, a review of asphalt rubber hot mix and concrete submittals, cores to determine the maximum theoretical density, compaction testing along curb and gutter, sidewalk, drive approaches, and road ways, and submission of compaction and laboratory tests to the City inspector. Projects addressed pavement rehabilitation and addition of curb and gutter on residential streets. Leighton provided intermittent observation and testing of backfill placement, as fill thickness and the earthwork contractor's schedule required, performed geotechnical testing of representative on-site soils and base material. Laboratory testing included Caltrans Test Methods 308, Determining Bulk Specific Gravity and Density Of Compacted Hot Mix Asphalt; 382, Determination of Asphalt Binder Content of Bituminous Paving Mixtures by the Ignition Method; and 309, Determining Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt on collected asphalt, and provided a certified asphaltic concrete inspector to observe asphaltic concrete placement along the alignments, as well as conduct an off-site concrete batch plant inspection.

As Needed Testing for FY 13/14 Pavement Rehabilitation

Task orders for soils and materials testing for rehabilitation projects under the FY 13/14 budget included: 4th Street at Milliken, Hermosa Ave at Arrow Route, and Banyan Street. Leighton's scope of work included asphaltic concrete laydown and batch plant inspection, review of asphalt rubber hot mix and concrete submittals, cores to

determine the maximum theoretical density, compaction testing along curb and gutter, sidewalk, drive approaches, and road ways, and submission of compaction and laboratory tests to the City inspector.

**Archibald Avenue Pavement
Rehabilitation**

Rancho Cucamonga's pavement maintenance included rehabilitation which includes asphalt overlays, removal and reconstruction of asphalt sections, Portland cement concrete sidewalks, curbs, and gutters. This task order was for 8,400 feet of Archibald Avenue and Church Street (running parallel). Leighton provided asphaltic concrete batch plant inspection and field observation and testing during placement of rubberized asphaltic concrete pavement overlay. Temperatures were monitored both at the plant and in the field, and samples of aggregate and wet mix were collected and tested for sieve analysis, and for extraction and gradation for compliance with project specifications.

**Hellman Avenue Pavement
Rehabilitation**

This task order was for 8,100 feet of pavement rehabilitation and partial reconstruction on two-lane residential street. Work included constructing asphalt overlays, removal and reconstruction of asphalt sections, construction of new PCC curb and gutter, sidewalk, and drive approach improvements, and other associated improvements. Leighton provided geotechnical and materials testing services for on-site soils and base material, and observation to observe asphaltic concrete placement along the alignment with coordinated batch plant inspections.

**Calle Vejar Street Pavement
Rehabilitation**

Street improvements of approximately 1,480 lineal feet of asphaltic concrete. Leighton provided review of concrete mix designs as needed during construction. This project included Portland cement concrete paving, including improvements and modifications to curbs, gutters, and sidewalks, and installing streetlights, ramps for disabled, and street trees.

**Victoria Park Lane Pavement
Rehabilitation**

The Victoria Park Lane Pavement Rehabilitation project consisted of the resurfacing of approximately 9,500 linear feet of Victoria Park Lane. Leighton provided asphaltic concrete batch plant inspection and field observation and testing during placement of rubberized asphaltic concrete pavement overlay along Victoria Park Lane. Temperatures were monitored both at the plant and in the field, and

samples of aggregate and wet mix were collected and tested for sieve analysis, and for extraction and gradation for compliance with project specifications.

Beryl Street Storm Drain

The project involved the installation of a master planned storm drain pipe, approximately 3,400 linear feet, with associated manholes, laterals and catch basins. Other associated onsite improvements included sewer and water line relocation, cold milling and pavement rehabilitation overlay, and the installation of concrete curb and gutter. Leighton provided full-time and part-time services during construction of the project on an as-needed basis, for geotechnical observation and testing services the included field density testing, geotechnical laboratory testing, and consultation necessary for conformance with the project specifications. Observation and testing was conducted periodically during trench backfilling of the proposed storm drain pipeline and pavement rehabilitation. We also provided special inspection and material testing services during construction that included field and laboratory asphalt and concrete testing. Geotechnical laboratory testing of representative onsite soils, and aggregate base materials was performed to determine the laboratory maximum dry density and optimum moisture content ("compaction curves"), grain size distribution for soil classification, Sand Equivalent (SE), R-value, sulfate content, chloride content, corrosivity and pH.

Soils and Materials Testing Services

Leighton provided geotechnical engineering, soils observation and testing, and materials inspection and testing. Beginning with our first contract in 2008, Leighton continued meeting the City's needs with four option years. Leighton's task orders for the City's pavement rehabilitation program have improved more than 7 miles of city streets, from two to four-lane residential streets. Other capital improvements include storm repair improvements with soils and materials testing, engineering services for buildings and parks, and the unusual entry archway over Foothill Boulevard.

Foothill Boulevard Entry Archway

Leighton performed a geotechnical investigation for use in designing an entry arch spanning 110 feet across Foothill Boulevard. The investigation involved the exploration of drilling conditions and deeper subsurface conditions at the locations of the proposed entry arch columns and associated pile foundations and providing

geotechnical recommendations for design and construction of the proposed pile foundations. The arch is supported by a column on each end, with each column founded on a CIDH pile.

Los Amigos Park

By attaining a grant from the State of California's Proposition 84, which included funding for state and local park improvements, the City of Rancho Cucamonga proceeded with plans for a 3.4-acre community park. This new park attracts the neighbors with its spray and play water feature and a special skate park area, which is designed to teach skateboarding. Other features include



picnic area, barbecues, a basketball court and outdoor fitness equipment. A vineyard reminds visitors of the City's vintage history. Leighton provided the City a geotechnical design report, and geotechnical observation and materials inspection and testing as construction was underway. Critical to obtaining funding was designing a park with sustainable features. For a proposed infiltration basin, Leighton performed percolation tests. Although the site appeared undeveloped, there was evidence of past agricultural use, with undocumented fill across the site. Recommendations included over-excavation for buildings and screen walls based on test pit observations and laboratory testing of samples. Leighton was contracted to provide geotechnical and testing services for the park construction. Soils technicians completed moisture and density testing during rough grading with samples taken to our laboratory for maximum dry density and optimum moisture content, and sieve analyses. Concrete sampling and testing were completed as needed in response to requests by city personnel.

Epicenter Gymnasium, SportsCenter

With use of the existing city facilities at a peak, and the lease of that space set to expire, the city moved forward with a new gymnasium. The new 55,000-square-foot gym is next to the Epicenter, the minor league ball park. Sports enthusiasts have access to three indoor courts and three outdoor courts, and community use rooms. Leighton provided a geotechnical report based on a field

investigation taking soil samples from 15' deep borings and completing percolation tests in three of those borings. The alluvium soil and undocumented fill contributed to our recommendation to over-excavate and recompact the areas of undocumented fill in building footprint areas. Infiltration rates were provided based on San Bernardino County guidelines. Leighton provided geotechnical observation and materials inspection and testing during construction.

**Corporate Yard/Public Works
Building**

Growing upwards of 40% in a decade, the City of Rancho Cucamonga has needed to increase their capacity to provide community services. Expanding the public works yard fit the city's growth obligations. Three new buildings an Administration/Crew Building with office and conference room space, lunch room, and lockers for crew; Household Hazardous Waste Building; and Wash Building. Ancillary improvements included helipad, parking for 180 autos, trash enclosures, storage yard, and a new reinforced concrete pipe (RCP) storm drain. Leighton provided a geotechnical report for design of the expansion, providing recommendations for the undocumented fill, foundation design, site preparation, and utility trench construction; following with a grading plan review. Leighton was retained to provide geotechnical observation and material inspection and testing which included observation and testing of rough grading, backfill placement, in-situ moisture, and density tests; welding inspection of rebar and roofing; concrete sampling and testing at batch plant and on site. Laboratory tests of import fill materials, pipe bedding and aggregate base, concrete, rebar were completed as indicated in project specifications. Daily reports were completed and provided to the City's inspector with a summary of field moisture and density test results.

Street Rehabilitation Quality Assurance Testing, Pomona, CA

City of Pomona, Matt Pilarz
909.630.3652 | Matt_Pilarz@ci.pomona.ca.us

Leighton has provided geotechnical engineering and materials testing and inspection services during the City of Pomona's street rehabilitation project (#428-62548). The project rehabilitated approximately 14.5 miles of streets throughout the City, added bicycle lanes and routes, and construct a Corridors Specific Plan median and parkway landscaping improvements (with Green Street stormwater infiltration improvements) on North Garey Avenue. Street rehabilitation methods vary from fog seals and slurry seals, to various thicknesses of grinds and overlays, to cold central plant recycling with overlays.



Leighton's services included pavement cores, subgrade sampling, geotechnical laboratory testing, engineering analysis and design. Leighton also provided asphalt and concrete mix design review, pavement materials testing and reporting, batch plant inspection, testing and inspection during paving operations, and geotechnical analysis and recommendations.

As Needed Geotechnical Engineering, Materials Testing and Inspection Services

City of Corona, Bob Tran
951.789.3558 | Bob.tran@ci.corona.ca.us

Working under an as needed contract, Leighton provides geotechnical engineering, soils observation and testing and materials inspection and testing. Projects have been distributed throughout the City for utility upgrades such as pipelines for potable water, water treatment wells, and pump stations, city buildings, improvements at City parks, pavement rehabilitation, and other infrastructure. Our contract is based on qualifications selection and has been for more than 10 years.



Water Treatment Facility

Since nitrite can cause short-term health effects, its presence in drinking water is a high priority public health issue. Based on test results of the water supply, agencies build treatment facilities into their water distribution system. This project added a resin ion treatment facility on a portion of a City park.

Leighton provided the City a geotechnical report for design; and soils and materials testing during construction. Our field exploration consisted of hollow-stem auger borings sufficient to provide data for our geotechnical analysis and recommendations. Soils observation included taking field samples for laboratory testing to determine the laboratory maximum dry density and optimum moisture content; observation of compaction of the subgrade soils and trench backfill. Materials testing and special inspection services included inspection and sampling during placement of concrete, compressive strength testing of concrete cylinders and grout, and asphalt pavement compaction testing.

Animal Services and Shelter

The City of Corona planned an animal care facility on a City owned parcel used as a solid waste transfer facility. For this project Leighton provided the geotechnical report for design, Phase I ESA and soil sampling, asbestos lead-based paint survey, and observation and materials testing during construction.

Before proceeding with the shelter, Leighton received a task order to provide a Phase I ESA with limited soil sampling. An adjacent railroad track borders the site; samples were collected with a hand auger to test for aerial impacts from diesel exhaust and arsenical herbicides - commonly found due to railroad activities. No chemicals were found to exceed DTSC established Regional Screening levels. Leighton did recommend an asbestos/lead-based paint survey of the building based on construction history.



Materials testing services included full- and part-time observation and compaction testing during over-excavation and fine grading of building pad, pavement areas and backfill compaction of underground utilities, and part-time observation and testing of pavement subgrade and aggregate base construction. Special inspectors provided reinforced steel testing and sampling, concrete batch plant inspection, concrete mix design review, concrete sampling and casting of compressive strength test cylinders, pull testing of epoxied anchor bolts, shop and field welding inspection and ultrasonic testing of field and shop welds.

**Ahmanson Lift Station
Replacement**

Located in the eastern boundary of the City, adjacent to the Santa Ana River, this capital improvement project was a partial replacement and addition to the existing facilities to upgrade and improve capacity of the sewage lift station, including a new gravity sewer and sewer force main. Leighton completed a field exploration and provided a geotechnical report for the design of the improvements working for the civil engineer. Under an on-call contract with the City we then provided services during construction of the lift station upgrades included sampling of on-site soils for laboratory maximum dry density and optimum moisture content (“compaction curves”) tests, and corresponding grain size distribution to match the soils with the appropriate compaction curve. This information was then communicated to the soil technician for observation of compaction of the subgrade soils and trench backfill. Concrete technicians sampled fresh concrete at the batch plant and were on site performing slump tests and preparing cylinders for compressive strength testing of concrete cylinders.

**Temescal Desalter
Improvements**

Leighton provided as-needed observation and testing for building improvements and generator addition. Density tests were taken at curbs and walkways, and for masonry wall. Wall construction included observation of CMU placement, mortar and concrete samples for laboratory testing.

Oxidation Ditch Retrofit

Corona’s water treatment facility long-range plans included upgrades to improve efficiency and production. This project proposed New Primary Sedimentation Tanks of conventionally reinforced concrete constructed roughly at and below existing grade, 20 x 120 feet in dimension. Additional improvements included new baffles and piping for aeration tanks, blower enclosure, and new associated pumps and piping. Leighton provided the City a design-level geotechnical report that provided recommendations for foundations, grading, fill placement, and shoring.

**Well 8A Emergency Generator
Project**

Leighton provided the City a geotechnical report for design of a new emergency generator. Our field exploration consisted of hollow-stem auger borings at opposing corners of the proposed pad area, sufficient to provide data for our geotechnical analysis and recommendations.

Backup Emergency Generator
Pad Water Reclamation Facility
No. 1

Leighton provided a geotechnical report for the design, and field technicians observed rough grading and compacted fill for a generator pad at City's reclamation plant #1. The generator was installed to provide a backup power source.

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Work Plan

Project Description

Information to prepare this work plan was obtained from the City of Eastvale Request for Proposals (RFP) document and the *Response to Request for Information No. 1*. The proposed project consists of the Schleisman Road extension, Hamner Place landscaping, and Hamner Avenue Line 'H' storm drain project. The RFP included construction plan sets (27 pages) for Capital Improvement Project No. 93027 (street) and No. 93024 (storm drain).

We understand that the project will be broken up into two phases. Phase 1 includes underground utility work and curb-to-curb improvements along Schleisman Road, and the Line H Storm Drain Extension on Hamner Avenue. Phase 1 is planned to be completed by July 2, 2020. Phase 2 includes hardscape improvements including a bus turnout and additional driveways on Hamner Avenue, and is planned to be completed by August 21, 2020.

Scope of Services

We understand that a geotechnical company will be providing observation and testing during construction (*Quality Control, QC*) and a separate geotechnical company may be providing third party inspections (*Quality Assurance, QA*). This proposal presents two budgets to provide either geotechnical QC or this party geotechnical QA. Our scope of work presented herein is applicable for both QC/QA, and the difference between those items is the amount of technician time spent onsite and frequency of testing.

Our scope of work will be to provide geotechnical observation and testing services during construction earthwork operations of Project No. 93027 (street) and Project No. 93024 (storm drain). We will also provide office support, geotechnical laboratory testing, reporting and management. Our services will be provided on an as-needed, on-call basis. Construction material testing (concrete) and special inspections are not included in our scope of work, though can be provided on request for an additional fee. Our services will be provided during backfill of storm drain trenches, street and sidewalk subgrade construction, aggregate base and asphalt placement. We assume that utility installation along Schliemann Road (water, sewer, gas) will be performed under a separate project.

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard-sole shoes. Please notify us if any additional personal protection is required specific to this site and project.

Based on our understanding of the project, anticipated tasks for our scope of services will consist of the following fieldwork:

- **Pre-Construction Meeting:** We will attend a pre-construction meeting (either in-person or via phone conference) with representatives of the contractor and construction management to establish site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Mix Design Reviews:** If requested, we will review Hot Mix Asphalt (HMA) and rubberized HMA mix design submittals from the paving contractor, and present a letter documenting our review in accordance with project specifications and/or City protocol.
- **Earthwork, Backfill, and Pavement Density Observation and Testing:** We will provide part-time/full-time, on-call geotechnical observation and testing services on site by a qualified soil technician as fill thickness and your schedule requires. We will observe earthwork operations and test relative compaction of storm drain backfill, grading, pavement subgrades, aggregate base, and hot mix asphalt. Daily Field Reports (DFRs) documenting observations and test results each day will be distributed to your site representative for review and signature. We anticipate that a construction management representative will be on-site to (1) schedule our personnel, (2) supervise various contractor activities, and (3) respond to deficiencies in earthwork or materials if necessary.
- **Geotechnical Laboratory Testing:** We will perform geotechnical laboratory testing of samples from onsite and imported soil/aggregate. Our laboratory tests will likely include the following:
 - ▶ **Asphalt:** Aggregate gradation, asphalt binder content (extraction), Hveem maximum density.
 - ▶ **Aggregate Base, Subgrade:** Sieve analyses, optimum moisture and maximum density compaction curves (ASTM D1557).
 - ▶ **RCP Bedding Material:** Sieve analyses, Sand Equivalent.

Advanced testing for rubberized asphalt and binder testing is not included in this scope of work. However, these tests can be provided upon request for an additional fee.

- **Management:** We will coordinate our field personnel and provide professional administrative services. We will provide project geotechnical testing management, supervision and internal quality control, which will be provided by our Field Operations Manager and Project Engineer. Daily Field Reports (DFRs) written by our technicians in the field will be reviewed and prepared for distribution. Laboratory test results will also be reviewed and distributed. Concerns encountered in the field and noted on DFRs, and any material tested and found not to conform to project specifications, will be brought to the attention of your project superintendent or designated representative
- **Report:** Upon request, we can prepare a final compaction report summarizing our geotechnical observations and testing during compacted fill and backfill placement. We can tabulate test results, and this report can be written to summarize our findings, conclusions and recommendations.

Our field personnel will also check in at the project field office/location or designated City office, upon completion of activities for the day. Our Daily Field Reports (DFRs) will be brought to the project superintendent or designated City representative to confirm activities and hours worked each day, and

for your representative’s confirmation and comprehension of what was reported. When helpful/requested, we will digitally photograph work progress. DFRs written by our field technicians (and photos) will be reviewed by Leighton Consulting, Inc. management and prepared for distribution as specified by you. Laboratory test results will also be reviewed as part of Leighton Consulting, Inc.’s internal quality control, and then distributed to the City inspector or project manager as designated by you. Concerns encountered in the field and noted on DFRs, and any material tested and found not to conform to project specifications, will be brought to the attention of your project manager or designated representative.

Schedule

We request at least two working days advance notice when scheduling our field personnel at the commencement of construction; while work thereafter may be scheduled with one working day (minimum 24 hour) notice. Calls to our dispatch (866-LEIGHTON) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior arrangement. However, we will attempt to fill emergency requests, also. We anticipate our personnel will be on site periodically for both full time and/or part time observation and testing, as requested by your field representative. We request that you partner with us to manage our budget, by avoiding unnecessary trips to the site and to combine required observation and testing, whenever possible into one visit. We will work with your field representative to reduce standby time or unnecessary trips to the site.

Estimated Technician Hours

Based on our understanding of the project, we have estimated the following technician hours for the project as shown in the tables below for (Option A) geotechnical QC, and (Option B) third party geotechnical QA.

Table 1 – Estimated Soil Technician Hours – Option A: Geotechnical QC

Construction Item	Estimated Hours
Rough Grading	40
Storm Drain Construction and Backfill	152
Pavements	72
Sidewalks	36
Total	300

Table 2 – Estimated Soil Technician Hours – Option B: Third Party Geotechnical QA

Construction Item	Estimated Hours
Rough Grading	10
Storm Drain Construction and Backfill	38
Pavements	18
Sidewalks	9
Total	75

Project Management Controls

Internal Quality Assurance / Quality Control

On each project, Leighton employs several layers of internal Quality Assurance procedures to adhere to the project’s goals, budgets and schedules. Project Management Quality is facilitated by Leighton’s cost management tools and schedule tracking programs. Budget status, work progress, and the results of data collected in the field are conveyed communications from Leighton’s project manager to the City’s designated Point(s) of Contact.

Leighton’s Quality Assurance Program involves corporate procedures that are applied to different areas of work. The QA/QC process is an internal program that is used for our projects. Peer and management reviews, client reviews/input and step-by-step performance methods are employed by Leighton’s professional staff in accordance with local, state, and federal guidelines. Our internal QA/QC system will be overseen by our project manager.

Adherence to Scope, Schedule and Budget

Leighton is well-staffed with many locally located offices, and can handle large fluctuations in workload. Our team can add staff to get more of our work done in a shorter period of time to meet internal deadlines. In addition, if your project needs to extend beyond our scheduled resources, we can access staff from other Leighton office locations, providing additional personnel who will be under the direction of our project manager and are able to contribute to our local work effort.

Leighton’s project management software is an interactive, real-time tool that provides desktop dashboard resource planning and allocation for project forecasting. We can see what personnel resources are available (and for how long), and designate them for a project task.

Budget/Cost Control Tools

Every project manager at Leighton has access to in-house proprietary project management and financial software, which allows for near real time monitoring of project budget, helping our Project Managers keep timely and accurate cost control of their projects. We will communicate with the City as needed to

discuss project status, agency requirements, schedule, and anticipated scope changes. This provides your staff the tools to manage actual project costs. In addition, to help control project costs, we will internally review our project staffing on a regular basis.

Technology Tools

Leighton possesses information technology and field equipment necessary to support projects. One of Leighton's strengths has been the use of technology to improve data quality, reduce costs, and improve productivity. We utilize proprietary information technology for mapping, visualization and modeling, GPS receivers and laptop and handheld computers for recording of field data, and cellular technology for field communication.

Project managers use real time project management information software called In-Focus. Our project managers budget each phase of work and a dashboard keeps them informed of expenditures to the appropriate level of the project.

Fee

Time and Expense Fee Schedule and Budget

These proposed geotechnical, field and laboratory testing services during construction will be performed on a time-and-expense basis at the rates listed on the *Professional Fee Schedule* (4 pages) provided in a separate sealed envelope. Our budgeted hourly rates are based on the assumption that this *is* a California prevailing wage project. Please let us know if this is not a prevailing wage project, so rates can be reduced accordingly.

A construction schedule was not available to us at the time we prepared this proposal. However, we understand that Phase 1 of work will be completed by July 2, 2020, and Phase 2 will be completed by August 21, 2020. To establish our geotechnical observation and materials testing budget, assumptions of required hours were made based on our review of the construction plans and our experience with similar projects. Our assumed work hours are provided with our fee estimate breakdowns provided in a sealed envelope. Note that our fees for construction testing services will be primarily dependent upon the various contractor's operations, methods and scheduling. Therefore, our fees may vary from our estimated budget.

Our estimated fee budget breakdowns are provided in a separate sealed envelope. We have included two budgets: (Option A) geotechnical QC, and (Option B) third party geotechnical QA.

The following assumptions have been made to estimate our costs for geotechnical/materials testing during construction:

- **Access:** We assume the site will be readily and safely accessible to our staff and their field-testing equipment during construction, without delay. We assume safe shoring, and access ladders will be provided by others. We also assume free parking will be available on or close to this site.
- **No Overtime:** Our estimate does not include overtime charges. Overtime work (over 8 hours per day on site, weekends or holidays) will be billed in accordance with the attached *Professional Fee Schedule*.

ATTACHMENT A

Staff Resumes



JASON HERTZBERG, PE, GE

PROJECT MANAGER

EDUCATION

- MS, Civil Engineering, California State University, Long Beach - 2004
- BS, Civil Engineering, California State Polytechnic University, Pomona - 1997

REGISTRATIONS

- CA - Geotechnical Engineer - 2711
- CA - Civil Engineer - 61778

TRAINING AND CERTIFICATIONS

- CPR AED First Aid



Concurrently managed quality assurance testing for the complete replacement of existing materials on several arterial city street projects.

contract with the City of Yucaipa includes geotechnical engineering, soils observation and testing and materials inspection and testing. Projects throughout the City included capital improvements such as pavement rehabilitation, widening and beautification of streets, improvements at parks, storm drains, and the wildwood basin. Leighton has provided geotechnical testing for 17 projects under several contract terms.

As-Needed Geotechnical and Materials Testing, Glendora (8/2016 – Ongoing) - Project Manager. Has managed the exploration, analysis and report deliverables for Grand Avenue pipeline, crossing the Big Dalton Wash, and the Hook Canyon Reservoir, which involved evaluation of three potential tank sites and follow-up construction support. This contract also provides pavement evaluations from condition surveys through design; geotechnical soils report review and building department support services; and construction materials testing and inspection services.

On-Call Geologic and Geotechnical Consultant, San Bernardino (2013 – Ongoing) - Project Manager responsible for all task orders, including budget, schedules, and deliverables. This contract with San Bernardino County Special Districts includes geotechnical engineering, soils observation and testing and materials inspection and testing. During his tenure, the contract has been uninterrupted for more than 12 years. Projects have included capital improvements such as water and sewer pipelines, improvements at county parks, and other utility upgrades.

Mr. Hertzberg has experience geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering. He has performed for various types of civil facilities, including large-scale public works, roadways, commercial, master-planned communities, school districts, and industrial developments.

As-Needed Geotechnical Engineering, Diamond Bar (2/1998 - Ongoing) - Project engineer for third-party review of geotechnical (soils and geology) reports for developments planned within the City, and Geotechnical services in support of Diamond Bar's public works projects as well as geotechnical monitoring during construction of large development projects. Public infrastructure support includes geotechnical design, observation and testing for park and street improvements and slope repairs.

As-Needed Geotechnical and Materials Testing, Yucaipa (7/2009 – 4/2014) - Project Manager responsible for all task orders, including budget, schedules, and deliverables. This

PHILIP BUCHIARELLI, PG, CEG

PRINCIPAL IN CHARGE/SR. PRINCIPAL ENGINEERING GEOLOGIST

EDUCATION

- BS, Geology, University of California, Los Angeles - 1981

REGISTRATIONS

- CA - Geologist - 5502
- CA - Certified Engineering Geologist – 1715

TRAINING AND CERTIFICATIONS

- CPR AED First Aid



On this large water resources project Phil brought his extensive knowledge of the area geology to resolve and develop design changes without significant impact to the schedule of the project.

Mr. Buchiarelli has completed site specific investigations for the construction of numerous public works projects including water reservoirs and road alignments, commercial centers and large hillside developments. Complex geotechnical issues include slope stability, settlement, subdrainage design, foundation design, retaining wall recommendations and pavement design. Sites have included active faults, with review of seismic hazards and development of deterministic and probabilistic ground motion parameters, as well as design response spectra, critical to successful design.

On-Call Geologic and Geotechnical Consultant, San Bernardino (2013 – Ongoing) - Principal in Charge for all deliverables and performance of Leighton team. Provides expertise in county geology for geotechnical investigations, exploring the subsurface conditions, evaluating the general soil characteristics at the sites and providing recommendations for mitigation as needed.

Diamond Bar Creek Improvements, City of Industry (7/2010 - 5/2013) - Principal Geologist. Conducted a geologic study of the channel wall stability prior to a large adjacent industrial development. Geologic mapping provided data for evidence of instability or bedrock areas, where the creek is well constrained. Design of channel improvements required solutions to constraints that included constructing the box in wet soil conditions, shallow perched water and seepage.

Day Creek Channel Pedestrian Bridge, Jurupa Valley (11/2016 – 12/2016) - Principal in Charge for construction services geotechnical observation and testing services including concrete sampling and testing. Leighton collected representative samples of Portland Cement Concrete (PCC) and cast concrete cylinder samples during concrete placement for CIDH piles, CIDH pile-caps, bridge abutments, and bridge deck.

I-10 Pepper Avenue Overcrossing, Colton (6/2013 – 5/2017) - Project Geologist. Improvements to the Pepper Avenue interchange were designed to increase circulation on and off the I-10. Designated as an arterial street in the City's traffic plan, improvements would also include the intersection at Valley Boulevard. Replacement of the existing two lanes to five lanes would increase capacity meeting the 2045 traffic predications.

STEVEN OKUBO, PG

PROJECT GEOLOGIST

EDUCATION

- MS, Geology, University of California, Los Angeles - 2014
- BS, Geology, University of California, Fullerton - 2008

REGISTRATIONS

- CA - Geologist - 9366

TRAINING AND CERTIFICATIONS

- CFR 1910.120 OSHA 40-Hour Training
- CFR 1910.120 OSHA 8-Hour Refresher Training
- OSHA 30-Hour Construction
- CPR AED First Aid



Steve managed the geotechnical observation of this 600-acre project, which required critical geologic data daily.

Mr. Okubo has 24 years of experience in a variety geological and applied geological settings. His geotechnical project experience includes investigations and evaluations of numerous land development and public works projects. These include hillside residential and commercial construction, hillside and flat land roadway construction, landslide investigations, flat land residential and commercial developments, and geotechnical remediation of distressed sites. Mr. Okubo's project experience includes conducting geotechnical investigations, which include geologic field mapping; logging (both at the surface as well as down-hole) and sampling of boreholes, test pits, and trenches; aerial photograph analysis; investigating site histories; developing laboratory testing programs; interpreting tectonic geomorphology and surface processes; and providing conclusions and recommendations for geotechnical issues. These geotechnical issues include seismic hazards, slope stability, subdrain system design, fill settlement, pavement section design, retaining wall construction parameters, and foundation recommendations.

City of Pomona District 3 Street Rehabilitation, Pomona (11/2017 – Ongoing) - Project Geologist for the geotechnical exploration for the rehabilitation of selected street and alleyways in District 3 of the City of Pomona. This project included coring existing asphalt and drilling hollow-stem auger borings to observe the conditions of the pavement in selected areas, as well as to observe the conditions of the subgrade beneath the pavement section. The purpose of this study was to provide geotechnical recommendations for the pavement reconstruction and alleyway construction for the areas explored.

City of Pomona Rehabilitation of Various Streets, Pomona (6/2016 – 12/2017) – Project Manager for geotechnical and materials testing services for various street rehabilitation projects through the City of Pomona. Responsibilities included include managing budget, schedules and deliverables. Our services included observation and testing of subgrade and base materials, observation and testing of asphalt, collection and compression testing of concrete cylinders, and laboratory testing of collected soil and asphalt samples.

City of Rancho Cucamonga Fire Station #172 Replacement, Rancho Cucamonga (9/2017 – 11/2017) - Project Manager for a geotechnical evaluation of the proposed City of Rancho Cucamonga Fire Station No. 172 replacement site. This evaluation included subsurface exploration; review of available pertinent maps, reports, and aerial photographs; laboratory testing; geotechnical analysis of collected data, and providing geotechnical recommendations for design and construction.

BRANDON THOMAS

FIELD TESTING TECHNICIAN

EDUCATION

- BA, Environmental Studies, California State University, San Bernardino - 2002

TRAINING AND CERTIFICATIONS

- CPN Nuclear Gauge Certificate
- CALTRANS: 125 - Sampling Highway Materials and Products Used in the Roadway Structural Sections
- 216 - Relative Compaction of Untreated and Treated Soils and Aggregates
- 231 - Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gauge
- 504 - Determining Air Content of Freshly Mixed Concrete by the Pressure Method
- 518 - Unit Weight of Fresh Concrete
- 523 - Flexural Strength of Concrete - Fabrication
- 533 - Ball Penetration in Fresh PCC
- 539 - Sampling Fresh Concrete
- 540 - Making, Handling, and Storing Concrete Compressive Test Specimens Fabrication
- 556 - Slump of Fresh PCC
- 557 - Temperature of Freshly Mixed PCC
- ACI Concrete - Grade I
- CFR 1910.120 OSHA 40-Hour Training
- Confined Space Entry
- CPR AED First Aid

Mr. Thomas has experience with testing and observation of subgrades and highway materials for hundreds of miles of roadway. Brandon identifies competent soil materials, prepares daily field reports, writes field memos, maintains field files and maps, and communicates effectively with civil inspectors, project managers, and contractors.

Sidewalk Improvements, Yucaipa (8/2016 – Ongoing)

- Field Technician responsible for geotechnical observation and testing. This project included sidewalks improvements, ADA curb ramps, school zone striping and street improvements along the west side of 12th Street and the east side of 13th Street south of Dunlap Elementary School. This project received funding from the Federal Safe Routes to School Program.

Local Street Pavement Rehabilitation, Rancho Cucamonga (9/2017 – Ongoing)

- Field technician responsible for quality assurance testing of aggregates and asphaltic concrete (AC); and compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications. Collected asphalt samples at batch plant, and compaction tests during asphalt placement. Project was part of City's 15/16 pavement rehabilitation, included 1-mile segments of Archibald and Haven in the northern part of the City. Leighton provided quality assurance testing.

Street Rehabilitation Quality Assurance Testing,

Pomona (6/2016 – 12/2017) - Soils Technician responsible for compaction testing of base, sampling of asphalt rubber hot mix overlay, soil, and aggregates.

Yucaipa Boulevard Street Improvement, Yucaipa (4/2011 – 1/2012) - Field Technician. Completed compaction tests on backfill of storm drain, and curb and gutter subgrade. Also took concrete samples and tested on site for slump and temperature.

Uptown Alley Improvements, Yucaipa (11/2010 – 5/2011) - Field Technician responsible for quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications.

FRANCISCO LAZARO

FIELD ENGINEERING TECHNICIAN

TRAINING AND CERTIFICATIONS

- CPN Nuclear Gauge Certificate
- CPR AED First Aid
- Confined Space Entry
- Caltrans – pending recertification

Mr. Lazaro performs the duties to provide quality assurance and control of geotechnical construction including all phases of grading, roadways, residential, commercial, and government projects, and is well-versed in standard grading procedures, backfill, sub-base and base operations. Francisco identifies competent soil materials, prepares daily field reports, writes appropriate field memos, maintains field files and maps, and has communicated effectively with developer representatives, civil inspectors, project managers, and contractors.

I-15/Base Line Interchange Improvements, Rancho Cucamonga (7/2014 – 6/2017) - Caltrans Certified Technician on site and at batch plant tested concrete for temperature and Kelly Ball and fabricated beams for strength testing, placed in on-site curing bed pending transport to laboratory. The I-15/Baseline improvements realigned and widened both south and northbound diamond ramps, and add a southbound loop on-ramp, and acceleration and deceleration lanes on I-15. Baseline Road and East Ave both increase capacity by two additional lanes. Leighton was part of the Construction Management team, providing quality assurance geotechnical and materials testing, and source inspection.

Tippecanoe/I-10 Interchange Phase I, Loma Linda (7/2012 – 7/2015) - Field Technician. Project completion delivered an eastbound auxiliary lane, improvements to the eastbound off ramp including retaining walls along the eastbound I-10 and eastbound Tippecanoe Avenue off ramp.

Corporate Yard / Public Works Building, Rancho Cucamonga (2/2010 – 10/2010) - Growing upwards of 40% in a decade, the City of Rancho Cucamonga has needed to increase their capacity to provide community services. Expanding the public works yard fit the city's growth obligations. Three new buildings an Administration/Crew Building with office and conference room space, lunch room, and lockers for crew; Household Hazardous Waste Building; and Wash Building.

Yucaipa Blvd Improvements, Yucaipa (4/2011 – 1/2012) - Field Technician. Completed compaction tests on backfill, and curb and gutter subgrade. Also, took asphalt and concrete samples and tested on site for slump and temperature.

1st and 4th Street Improvements, Yucaipa (11/2009 – 5/2010) - Field Technician. Completed compaction tests on backfill, and curb and gutter subgrade. Also, took concrete samples and tested on site for slump and temperature.

Yucaipa Blvd Storm Drain, Yucaipa (11/2009 – 5/2010) - Field Technician. Completed compaction tests on backfill of storm drain.

DALE BARNES

FIELD TESTING TECHNICIAN

TRAINING AND CERTIFICATIONS

- CPN Nuclear Gauge Certificate
- CPR AED First Aid

Mr. Barnes has experience in field observation and testing during all phases of earthwork, including mass excavation and fill control, construction of groundwater drainage systems, preparation of infrastructure, and erosion control. His other duties are observation, testing and treatment of a wide variety of soil problems, including compressibility or collapsibility, expansiveness, corrosiveness, permeability, compaction, and problematic moisture conditions. He has worked with public agencies for roads, buildings, and water and utility infrastructure projects, and for private developments including large residential and commercial grading.

On Call Geologic and Geotechnical Consultant, San Bernardino, CA: (2013 – Ongoing)

- **Oak Hills Service Area Water Line Improvements, Phelan (10/2013 – 9/2014):** Leighton provided soils testing on backfill for water line relocated due to a County road project. As soils technician, Mr. Barnes was on site to complete compaction testing of back fill during waterline placement. Attended project meeting and obtained soil samples for laboratory density testing.
- **Spring Valley District Huerta Reservoir, Victorville (5/2013 – 9/2014):** For the Spring Valley Lake service district, the County was constructing a new water tank and 4,000-foot pipeline for distribution. Leighton's work order was to provide geotechnical observation and testing during site grading and tank pad construction. Field Technician on site to observe and test excavated bottoms of tank pad. When contractor had moisture conditioned bottom and wheel rolled tests were taken for density and optimum moisture. Mr. Barnes is skillful in communicating with contractors when tests are not acceptable and recommending rework techniques, as he did at this site.

Manzanita Drive Storm Drain, Rancho Cucamonga (5/2012 – 11/2013) - Field technician responsible for geotechnical observation and testing services the included field density testing for conformance with the project specifications.

Water Treatment Facility, Corona (11/2011 – 4/2012) - Since nitrate and nitrite can cause short-term health effects, their presence in drinking water is a high priority public health issue. Based on test results of the water supply, agencies build treatment facilities into their water distribution system. This project added a resin ion treatment facility on a portion of a City park. Responsible for geotechnical observation and testing during rough and post grading.

3rd Street Rehabilitation, Yucaipa (1/2010 – 9/2010) - Street improvement project requiring complete replacement of existing materials, replacement of subgrade, placement of geo grid, and asphalt placement. Leighton provided all quality assurance testing for the City. Responsible for quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications.

PAUL KEMP

FIELD TESTING TECHNICIAN

EDUCATION

- MS, Environmental Studies, California State University of Fullerton, Fullerton, 2003
- BS, Environmental Science, University of the West of England, 1995

TRAINING AND CERTIFICATIONS

- CPN Nuclear Gauge Certificate
- CPR AED First Aid

Mr. Kemp has 19 years of experience in the geotechnical field. He provides field tests for soil compaction, insitu moisture, overseeing of grading and grading, rough and post grading, backfill of utility trenches, sub grades, testing of asphalt and base course, observation of pile driving and caisson drilling. He has participated in and supervised field crews that are responsible for the quality of all phases of earthwork, including mass excavation and fill control, construction of groundwater drainage systems, preparation of infrastructure, and erosion control. His other duties are observation, testing and treatment of a wide variety of soil problems, including compressibility or collapsibility, expansiveness, corrosiveness, permeability, compaction, and problematic moisture conditions.

Mr. Kemp has specific project experience which includes residential development sites ranging from single-family home sites to multi-million-dollar hillside developments. His many years of field experience include major commercial and industrial sites, schools, streets and highways, reservoirs, bridges, dams, and other flood control structures.

County Club, City of Glendora (8/2016 – 12/2016) - Field Engineering Technician. Assisted with emergency field exploration to obtain hand auger boring samples and conduct moisture density tests in area of sink holes. Observed and tested backfilling operations for the sewer trench repair. Observed and tested asphalt placement during repaving operations.

Majestic Campus Center, Sunkist Packing House Redevelopment, Ontario (3/2016 – 12/2016) - Providing observation and testing during rough grading operations. Observes overexcavation removals and removal of fills throughout site. Material in the fill area is moisture conditioned and mixed and compacted; takes density tests after recompaction efforts. Fill is continually being placed as areas were graded, former building pads are unearthed and historic water tower was relocated.

City of Eastvale Streets, City of Eastvale (7/2015 – 12/2015) - Field Soils Technician. Provided observation and testing of grading operations and asphalt concrete testing during River Road and Schleisman Road rehabilitation. Performed compaction testing along curb and gutter, sidewalk, drive approaches, and road ways, and submission of compaction and laboratory tests to the City inspector.

Faure Avenue Bridge, City of Industry (7/2004 – 12/2006) - Responsible for observation and testing during the application of asphaltic concrete in street right-of-ways for Garcia Lane and Faure Avenue. The asphaltic concrete (AC) used for flexible pavement in Garcia Lane and Faure Avenue was tested for compaction using maximum densities (Marshall Values) provided by the suppliers of the material. Leighton provided geotechnical observation and testing services during construction of Garcia Lane and Faure Avenue.



AGENDA STAFF REPORT

City Council Meeting

Consent Calendar

Agenda Item No. 10.6

February 12, 2020

Chain of Command Administrative Policy

Prepared By: Bryan Jones, City Manager

Recommended Action(s)

It is recommended that the City Council adopt the Chain of Command Administrative Policy.

Summary

The proposed administrative policy would provide a process in which to designate an employee to be in charge during the City Manager's absence to handle any questions of the City Council, staff or the public. It is intended that the designated employee would have authority to deal with the immediate needs of the City and to provide direction and assistance, consistent with the City Manager's approach, City Council direction, and standard operating procedures.

Under proposed policy, the City Manager would be authorized to select and designate an employee to serve as Acting City Manager during an absence of 24 hours or longer. The Acting City Manager designation may be rotated or may be assigned on a regular basis to a position. Such assignment could also be removed and reassigned at the City Manager's discretion.

Background

Currently, there is no policy that dictates the chain of command when the City Manager is absent from the office for more than 24 hours. The last City Council action taken on this subject was in August 13, 2014, when the City Council authorized the City Attorney as second in command in the City Manager's absence.

Strategic Plan Action – Priority Level: N/A | Target #: N/A | Goal #: N/A

Not Applicable.

Fiscal Impact

Not Applicable.

[Return to Agenda](#)

Prior City Council/Commission Action

At the August 13, 2014, City Council meeting, the City Council authorized the City Attorney as second in command in the City Manager's absence.

Attachment(s)

1. Proposed Chain of Command Administrative Policy

CITY OF EASTVALE Risk Management Policy	Policy No: A-XX
Subject <p style="text-align: center;">CHAIN OF COMMAND</p>	Effective Date: XX
	Page 1 of 2

Purpose:

To establish a uniform policy on the chain of command when the City Manager is absent from the office for more than 24 hours.

Policy:

The City Manager, from time to time, is out of the office for longer than a 24 hour period. This typically occurs during vacations, when attending out-of-town conferences, and may also occur during times of illness where an absence may be necessary ranging from 24 hours up to a longer extended period of time. During absences from the office, the City Manager, when able, will check in periodically to provide support and guidance to staff as needed.

The purpose of this policy is to provide a process in which to designate an employee to be in charge during the City Manager’s absence to handle any questions of the City Council, staff or the public. It is intended that the designated employee would have authority to deal with the immediate needs of the City and to provide direction and assistance, consistent with the City Manager’s approach, City Council direction, and standard operating procedures. Designated employees do not have authority to change direction, policy and/or to deviate from the City Manager or City Council’s direction without discussing with the City Manager, unless such emergency situation requires such decision to be made. In such cases, the designated employee shall discuss changes in direction with the Mayor, when the City Manager is unable to be reached.

In consideration of employees within the organization to be placed “in charge” during the City Manager’s absence, several factors shall be considered including: 1) supervisory experience, 2) proven ability to solve problems and issues, 3) City Manager’s trust in the employee, 4) willingness and desire of employee to be in charge for a period of time; and 5) respect of other staff members.

The City Manager is authorized and has sole discretion to select and designate an employee to serve as Acting City Manager during an absence of 24 hours or longer. In such cases, the City Manager will inform the City Council of the absence, and the employee so designated. The Acting City Manager designation may be rotated or may be assigned on a regular basis to a position. Such assignment may also be removed and reassigned at the City Manager’s discretion.

In the event of the City Manager’s incapacitation or unavailability the following line of succession will be utilized to determine who will serve as Acting City Manager:

1. City Clerk/Communications Director
2. Community Development Director
3. Finance Director/City Treasurer

Procedures:

1. City Manager shall inform City Council of the need for an absence of 24 hours or longer.
2. City Manager shall consider eligible employees to serve in charge during an upcoming absence.
3. City Manager shall utilize sole discretion to designate an employee to serve in charge during an upcoming absence and inform City Council and City staff of the selection.
4. City Manager may designate a position such as an Assistant City Manager or a Director to serve as second in command at the City Manager's sole discretion.

Approved Date: XX



AGENDA STAFF REPORT

City Council Meeting

City Council Business

Agenda Item No. 12.1

February 12, 2020

Award a Contract to Michael Baker International for Eastvale 2040 General Plan Update

Prepared By: Gina Gibson-Williams, Community Development Director

Recommended Action(s)

It is recommended that the City Council:

1. Award a contract to Michael Baker International in the amount of \$1,295,000.00 plus a 10 % contingency for a total not to exceed amount of \$1,424,500, to assist the City with the management and execution of the Eastvale 2040 General Plan Update; and
2. Authorize the City Manager to execute a contract with Michael Baker International for a not to exceed amount of \$1,424,500 for the Scope of Work provided based on the City's form agreement for professional services, subject to review and approval by the City Attorney.

Summary

Why do a General Plan Update?

- The City will celebrate it's 10 year of service in October 2020. Now is the time to ask what the residents and businesses want Eastvale to look like 20 years from now when Eastvale is 30, and then put the necessary policies in place to achieve the desired results.
- Since the current General Plan is an adaptation of the Riverside County General Plan, Eastvale 2040 will emphasize local control. Eastvale 2040 will also be the backbone document to support the cities financial and strategic safety goals.
- Eastvale 2040 will be a vision-based approach as opposed to the traditional bottom up data driven approach. Eastvale 2040 will focus on interweaving communities and neighborhoods using a reflective and iterative vision-based approach.

- The City is at a critical juncture in its maturation; once relying on fast suburban single-family residential growth, Eastvale is transitioning to a community that is approaching build-out in the traditional sense and will see slower growth that will be incremental and focused on in-filling remaining properties and reinvestment in existing properties to enhance quality of life and services.
- It is imperative to maintain the fiscal sustainability of the City now and well into the future to set our future generations of Eastvale residents and businesses up for success.
- We must be more resilient to a faster-paced and ever changing world. A fast-paced world and globally connected economy creates the need and opportunity to be more adaptable, sustainable, and resilient.
- We must enhance our ability to serve and continue to be an attractive place to live, work and play, including addressing important issues such as job opportunities and living wages, housing choices, recreation, health, quality community design, equity, inclusive, and ever-improving quality of life and wealth for all Eastvale residents.
- Being proactive with our remaining undeveloped areas to ensure the development exceeds our current and future needs and the needs of the entire diverse community so that Eastvale continues to evolve with changing markets, demand and the needs of its residents and businesses now and in the future.
- We are due for a new Housing Element based upon our current cycle.
- Mandates and new regulations from Sacramento must be addressed in City policies within the Eastvale 2040 General Plan.

Background

The 2012 General Plan

The General Plan is an implementation tool and represents the needs of the City moving forward. To be successful, the General Plan must capture the community's values. Eastvale's first General Plan was adopted by the City Council on June 13th, 2012. Before the City could approve the contract for the General Plan in 2012, the State of California took the Vehicle License Fees away, which significantly changed the approach and ability to create a General Plan that embraced Eastvale's vision and values.

Since its adoption seven years ago, the City has changed and evolved. Now that the City is nearing its 10th year of service, and it is more financially stable with a population of nearly 75,000 residents it is time to bring the entire community together to reexamine and update our long-term vision and values to ensure that they are in alignment with our residents, businesses, Strategic Plan, new State Laws and rapidly changing economic needs in the region.

State Mandates

The State Government created new statutes and regulations that cities must now incorporate into their General Plans. Since the current General Plan was adopted, the State has passed laws requiring cities to include climate adaptation and resilience policies and an Environmental Justice Element in their general plans. The City is due for its Housing Element Update, which also triggers a State mandate to review and update general plan flood and fire hazard policies. As the City continues to mature, it is time to update the General Plan to incorporate these changes, refocus on the future and create a plan that represents all.

Scope of Work Focus Areas

The Eastvale 2040 General Plan will focus on the legally required elements and the following key areas:

- Vision, Guiding Principles and Values
- Community and stakeholder engagement (including City Council, Planning Commission, and City staff)
- Sustainability and Resiliency (including fiscal, economic and physical)
- Community Health
- Safety
- Housing Choice
- Changing Demographics
- Economic Development and Maintaining/Enhancing Community Wealth
- Connecting the Community and Places (traditionally referred to Mobility)
- Breaking down the “IE” Image and Ensuring Eastvale is a Star Community in Southern California
- Environmental Justice
- Creating Tools for Implementation

Four core values will be integrated into each element:

1. Vision
2. Creating a “Blueprint” that integrates Land Use, Circulation, Open Space and Housing
3. Establishing Environmental /Quality of Life health and safety thresholds for Noise, Safety, Conservation and Air Quality
4. Implementation, Financing and Work Plan for Economic Development, Investment Opportunities, Capital Improvement, New Development, Hazardous, Strategic and Specific Plans in conjunction with the Development Code

A scope of work which lists the tasks, descriptions and deliverables is attached to this report as Exhibit ‘A’.

Environmental Impact Report

A Master Environmental Impact Report (EIR) will be prepared in conjunction with the Eastvale 2040 General Plan Update. Predictability, certainty and the expediency of processing entitlements are necessary to foster a robust and attractive Economic Development program. The City has at least four opportunity areas Leal (Downtown), Southeast Corner of Sumner and Schleisman, Chandler (Southwest), Eastvale Gateway

(Reinvest) and Hamner Place. The Eastvale 2040 General Plan will serve as a Master Environmental Impact Report. Future development in opportunity areas will tier off the Master EIR with Project specific analysis thereby shortening the environmental process for future development that is consistent with the General Plan.

To ensure that the 2040 General Plan Update addresses Eastvale’s current issues, has substantial public and stakeholder engagement and will serve as a working tool for City Government, adequate financial resources have been allocated. Staff has determined that the initial \$1 million allocation made by City Council supplemented by Senate Bill 2 Planning (SB 2) grant funding will provide an adequate budget to accomplish the 2040 General Plan Update. More specifically, the cost breakdown of the plan is as follows:

Budget

The total budget is \$1,295,000 plus a 10% contingency. Key components of Eastvale 2040, Vision, Speaker series and public outreach are reflected in the budget shown below:

Task	Michael Baker International	PlaceWorks	Susan Harden	White Paper/ Speaker Series	Task Total
TASK 1. Project Management	\$30,000	\$55,937	\$3,240		\$89,177
TASK 2. Context and Conditions	\$22,781	\$47,287	\$3,240		\$73,308
TASK 3. Public Outreach & Education	\$206,020	\$22,950	\$25,920		\$254,890
TASK 4. Clear Vision Speaker Series	\$2,200	\$49,266	\$5,940	\$200,000	\$257,406
TASK 5. Eastvale 2040	\$65,000	\$179,275	\$5,500		\$249,775
TASK 6. Environmental Analysis	\$262,600	\$13,770	\$ -		\$276,370
TASK 7. Adoption Process	\$25,000	\$17,952	\$5,500		\$48,452
Expenses					\$45,622
Totals	\$613,601	\$386,437	\$49,340	\$200,000	\$1,295,000

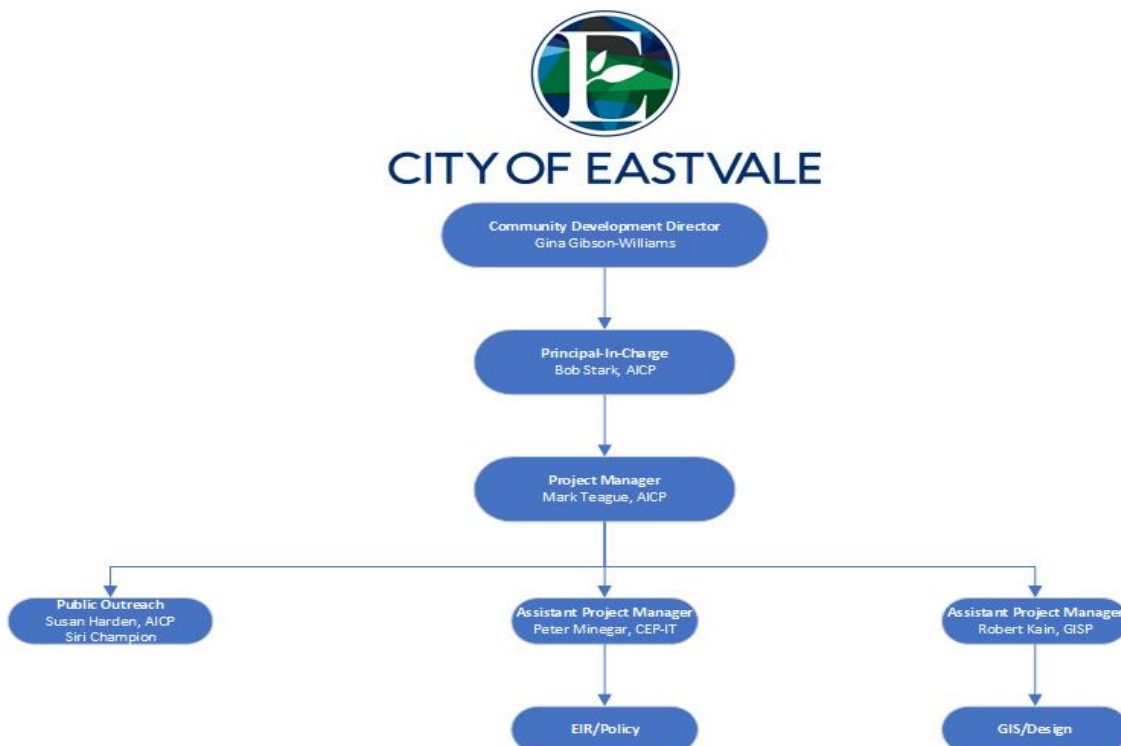
Funds in the amount of \$500, 000 are budgeted in the 2019/2020 to be used this fiscal year. An additional \$500,000 will be included in the 2020/2021 budget. The City applied for a \$310,000 grant under the Building Homes and Jobs Act (Senate Bill 2) in December 2019. SB 2 is the first permanent source of state funding dedicated to helping local governments increase housing production. The funds can be used to prepare a General Plan. The City will apply for additional grant money under the Local Early Action Planning Grant in the amount of \$300,000. Applications are due in July 2020.

Schedule

While a General Plan schedule can be variable, there needs to be flexibility for consensus-building, we propose an efficient schedule for updating the General Plan, with CEQA clearance and adoption to be completed within a 2-year time frame.

Operational Structure and Management of the 2040 General Plan Update

The Community Development Department will take the lead in preparing the 2040 General Plan Update in house. Community Development Director Gina Gibson-Williams will serve as the City's project manager. Michael Baker International and their sub-consultant PlaceWorks are familiar with much of the City's operations and needs and will oversee the project in their role as the City's planning assistance staff.



Placeworks will provide City Planning and Project Management expertise. Susan Harden will assist in facilitating public outreach and engagement.

In addition to the leadership by Ms. Gibson-Williams supplemented by Michael Baker International staff, we have identified a series of specialty areas to engage regional and national experts in specific areas of policy to provide additional support, Eastvale-specific recommendations and education. The procurement of these experts would be in addition to the core planning staff and is included in the above budget breakdown. Through the On-call RFQ process the City received proposals from firms with expertise in the following areas:

- Land use economics and sustainable financial health
- Housing
- Community health
- Diversity and equity
- Urban design/creating places and spaces
- Mobility

Each expert will present their component to the 2040 General Plan Update in an "Expert Speakers Series" comprised regional and/or national experts. In addition, the speakers would work with the City to provide a series of white papers that document existing conditions in a subject matter area (e.g., housing, land use

economics, financial sustainability and mobility) and more importantly, provide recommendations for policy considerations in their respective area of expertise. The white papers would help address challenges, issues, and opportunities and would be synthesized by the planning team for inclusion in the 2040 General Plan Update.

Strategic Plan Action

Priority Level: 1A | Target #: 3 | Goal #: 3

Create value-added development

Priority Level: 2 | Target #: 2 | Goal #: 1

Enhance community quality of life

Fiscal Impact

Funds in the amount of \$500,000 are budgeted in the 2019/2020 to be used this fiscal year in account number 200-510-6660-94008. An additional \$500,000 will be included in the 2020/2021 budget. The City applied for a \$310,000 grant under the Building Homes and Jobs Act (Senate Bill 2) in December 2019. Senate Bill 2 is the first permanent source of state funding dedicated to helping local governments increase housing production. The funds can be used to prepare a General Plan. These amounts cover the estimated project cost plus a portion of the contingency which will be located in the Miscellaneous Grant Fund. The City is actively pursuing additional grant money to cover the remainder of the contingency, and possibly reduce the General Fund contribution. The City will apply for additional grant money under the Local Early Action Planning Grant in the amount of \$300,000. Applications are due in July 2020. However, since these additional grant funds are not guaranteed, an additional General Fund appropriation of \$114,500 will be needed to cover the remainder of the 10% contingency from account number 100-300-6426-90008. Throughout the General Plan process the City will continue to look for additional revenue sources.

Prior City Council Action

Eastvale's General Plan was adopted by the City Council on June 13th, 2012.

On November 13, 2019, the City Council:

1. Approved the overall concept for the General Plan Update using funds allocated in the 2019 Budget and additional grant funding; and
2. Authorized the City Manager to enter into contract negotiations with Michael Baker International (Eastvale's Planning Consultant) to assist the City with the management and execution of the General Plan Update with a proposed scope of work and contract to be presented to the City Council at a future meeting date for approval; and
3. Authorized the City Manager and the Community Development Director to develop an on-call procurement process for additional specialty professional services as necessary for completion of General Plan Update.

Attachment(s)

- A. Scope of Work and Fees

1. Executive Summary

The visioning-outreach portion of the following scope of work is arranged in two primary tasks. The first task will be public engagement designed to accomplish two main things: establish a vision for the City’s future and identify key issues to be addressed in the work. The second task will be to engage industry leaders in addressing the key issues identified as part of the initial public outreach. The idea is to provide a stipend to firms, ask them to provide an Eastvale-centric set of ideas, and present them at a public meeting. The meeting will be recorded and put on the City’s website allowing the community to weigh in. Those ideas and solutions considered acceptable will be written into the plan.

Concurrent with the visioning-outreach effort, the technical requirements established by the Government Code will be compared to existing policy to determine where any changes may be needed. Finally, an environmental process will not only review the potential changes but will also create a method of streamlining the review of future projects.

The intent will be to publish Eastvale 2040 as a web linked document allowing residents to view not only the resulting policies, but the background work that went into the revisions, or the discussion with the public that resulted in the policies remaining unchanged.

The consultant team will provide assistance to the Director who will be the leader of the project.

Deliverables

The following scope includes a number of deliverables, including several that are electronic such as web-materials, GIS story maps, and similar media-style content. The format of the deliverables will be determined at the kick off meeting and through conversations with the community on how they would like to see the information.

Task	Deliverable	C for Copies or E for Electronic
1	Project Schedule	E
2	GIS Layers With Land Survey	E
	Infrastructure & Circulation Analysis	E
	Existing Conditions Summary Memos	E
3	Public Involvement Plan (PIP)	E
	Web-Page (Either Stand Alone or within Bang the Table)	E
	Social Media Content	E
	Vision and Community Profile	E
4	Plan for Eastvale 2040 including: Preferred Land Use Plan Eastvale 2040 Design Mobility Sustainable City Conservation, Parks, Recreation & Open Space Healthy Community Housing Noise	E

EASTVALE 2040

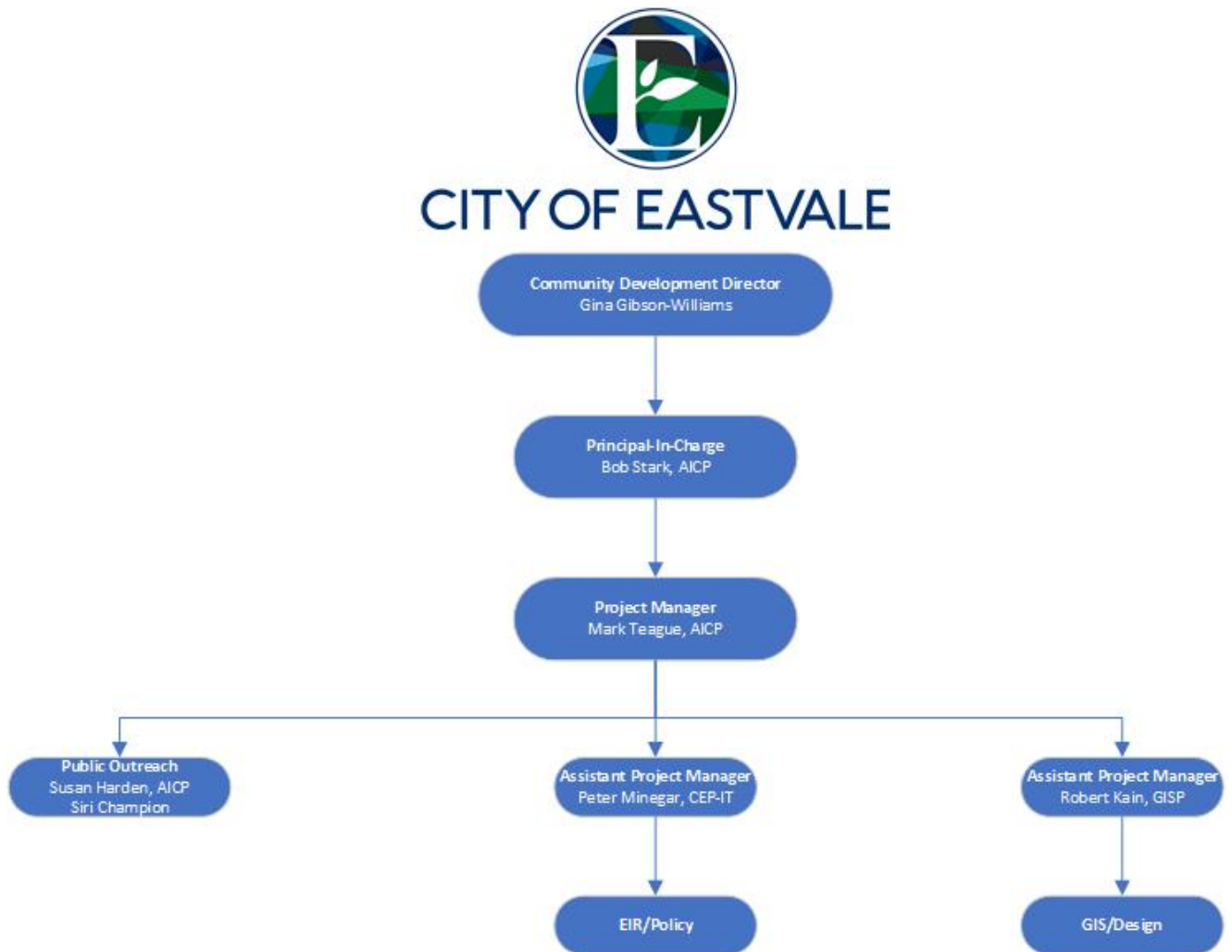
	Safety Implementation Plan Zoning Consistency Memorandum	E E
5	Initial Study/Notice of Preparation Draft Program Environmental Impact Report including: Final Program Environmental Impact Report Findings and Statement of Overriding Consideration (if needed) Mitigation Monitoring and Reporting Program	35 10 10 E E
7	Resolution for EIR Certification Resolution for Eastvale 2040 Adoption	E E

Meetings

Task	Meeting	Number
1	Monthly Staff Meeting Kick Off Meeting - Staff Kick Off Meeting with Decision Makers	18 1 1
3	Staff Meeting for PIP Community Ambassador Meetings Clear Vision Meetings	2 2 5
4	Community Meetings	4
5	Public Scoping Meeting	1
7	Planning Commission Meetings City Council Meetings	2 2

2. Qualifications

Michael Baker International will oversee the project in their role as the City’s planning assistance staff. PlaceWorks will provide City planning and project management expertise. Susan Harden will assist the staff in facilitating public outreach.



Task 1. Project Management

This task accounts for the ongoing activities that are essential for keeping a project on schedule and within budget, such as communication and meetings with City staff, schedule and budget management, and internal coordination. This task also includes kick-off meetings with City staff and decision makers.

1.1 Daily Project Management. Mark Teague, AICP, will serve as the overall project manager for the effort and will work closely with Bob Stark to ensure clear communication. Mark and Bob will be assisted by other task leads for public outreach and environmental compliance. These include assistant project managers Peter Minegar and Robert Kain, as well as outreach specialists Susan Harden and Siri Champion. Bob and Mark will also serve as the points of contact for all communications with the City.

To facilitate coordination and communication, the team will use web-based tools to allow City staff and consultants to access and participate in on-demand review and management of the schedule and deliverables, ensuring quality control and adherence to schedule and budget. We will work with the City to determine the most appropriate tools, which could include: a password-protected website, virtual meeting software, and online schedule and task management software.

1.2 Meetings with City Staff. Bob and/or Mark will participate in monthly in-person meetings with City staff at City Hall to coordinate work tasks and deliverable products among our team members and other consultants, review project progress, schedule future tasks, and discuss and identify solutions for any issues impacting the successful performance of the work program. The budget also allows for other key staff members to attend in-person meetings and conduct periodic conference calls on an as-needed basis throughout the project timeline.

1.3 Schedule and Status Reports. We will maintain a live schedule that is updated as needed and identifies the status of each task and deliverable, past and upcoming meeting dates, and key milestones for the duration of the project. An overall status report of the project and budget will be provided monthly concurrent with invoicing and for submittal to the City Council.

1.4 Internal Coordination. This task also includes internal meetings and coordination among the consultant team, including those brought on as part of the clear vision outreach effort.

1.5 Kick-off Meeting with Staff. The project kick-off meeting is a critical event for an undertaking like Eastvale 2040. City staff and consultant team members must collaborate effectively if the work plan is to be completed with the desired quality and within the expected time frame and budget. It is anticipated that the kick-off meeting will include representatives from several City departments, including Planning & Building, Public Works, Finance, and the City Manager's Office, among others. The kick-off meeting will allow the project team to:

- Share expectations and establish communication protocols for the project
- Refine the work program and schedule (confirm desired timelines for milestone deliverables)
- Identify roles of anticipated key participants, organizations, and individuals
- Identify potential project pitfalls and establish strategies to address them
- Address implementing projects/programs that may affect the effort

Prior to the kick-off meeting, we will prepare a guidance memorandum to establish a common understanding of how project participants will work together to complete the work. The memorandum will outline the general roles of the consultant team members and City staff, define procedures for communication and review of draft products, and specify operating principles and project goals to ensure a smooth process. As part of this task, a list of key information needed for Task 2 will be reviewed with the City. The team will also discuss preliminary identification of key strategic sites for potential land use changes to be reviewed by the City Council (see Task 1.2.2).

1.6 Kick-off Meeting with Decision Makers. A kick-off meeting will also be conducted with City decision makers at a public study session following the contract’s execution. The team will work with City staff to introduce the project team, summarize the scope and schedule, discuss actions to be taken in the near term, and field initial questions from decision makers and the general public. This would also be a good time for decision makers to identify additional ongoing or current issues that the City is struggling with and that might be addressed to varying degrees with this effort. Our goal in this kick-off meeting will be to begin the conversation with the public, explain the end result, and reach out to community ambassadors who represent different facets of life in Eastvale.

Task 2. Context and Conditions

2.1 Due Diligence. Although we bring personal and professional knowledge about the City, there is still a need to coordinate with other City Departments, and regional planning agencies, to gather and review additional information that would supplement our existing resources.

Relevant Plans, Studies, and Documents. This task involves collecting a comprehensive set of information about Eastvale from existing planning documents and technical studies, including studies prepared by the City and other entities to inform the planning process and the Existing Conditions Report (see Task 2.2.6). Examples are listed below:

Strategic Plan and Priority Goals	Capital improvement plans
General Plan Amendments (adopted or pending)	Recent safety, hazard, and biological surveys
Recent environmental documentation for projects	Park and recreation plans (local and regional)
Specific Plans, including environmental documentation	Local transit/bicycle plans
Regional planning documents (MPAH, CMP, etc.)	Other documentation

The team will review the City’s existing planning documents to ensure that the work effort incorporates existing plans, reflects the most current data available, and prevents duplication of work. We will consult with City staff to access appropriate layers and files from the City’s GIS database. We will create a project library and GIS database. This effort will form a working bibliography of materials that will eventually be available for public access to support policy recommendations.

Review of Existing Goals and Policies. The team will coordinate with City staff (including departments beyond Planning) to evaluate current policies and determine if any of the content is still appropriate, should be moved to other plans or ordinances, or should be modified or deleted. This review will also take into account current state laws regarding long range planning, to ensure that the resulting work effort is consistent with state policy.

2.2 GIS Data and Mapping. An accurate inventory of GIS maps and information is essential as GIS is used not only for the production of maps, but also for data analytics, and will play a central role in developing the plan. The key is to maximize the value of accurate GIS data while minimizing the cost of obtaining and correcting information. To the maximum extent practical, all data used in preparation of the work will be document and available for public review.

GIS Data. PlaceWorks is an Esri Partner and has been certified by Esri with an ArcGIS Online Specialty designation, with an ability to quickly and cost-effectively integrate external authoritative data from a variety of governmental and non-governmental sources. The data can be displayed through interactive web-based maps (at little additional cost), as well as visually compelling hard copy maps—both options suitable for use by City staff and the public. The data will also be integrated into the City’s GIS system suitable for internal use and, as appropriate and/or required, online portals for public access. As part of this task, the team will:

GIS Mapping. GIS maps will support all of the major tasks in the work effort, starting with those prepared for the kick-off meetings. This task also includes additional GIS analysis needed to understand needs and implications regarding potential policies and environmental analysis. The team will first develop a design template for digital files and hard copy reproduction to ensure a consistent image and quality. We will also prepare an accurate parcel-level map for use by other studies and reports prepared by other consultants.

2.3 Survey of Land Use. As a young City, the overall land use pattern has remained relatively stable since incorporation. Some areas have had incremental change, and at least two specific plans have been prepared allowing for industrial growth (Goodman Commerce Center) and mixed use (Leal). The creation of an accurate existing land use map is important to identify opportunity areas for future land use changes, accurately estimate buildout, and conduct environmental analyses. Generating an accurate existing land use map is essential in providing information to the community ambassadors, commission and council. An inventory of existing land uses on a parcel basis, informed by a review of internal records, aerial research, and a windshield survey will be prepared. An updated existing land use inventory can be provided to WRCOG and other regional planning entities so it can accurately inform (sub) regional planning efforts.

A summary of existing issues and recommendations provides an excellent starting point for the discussion with the public. This is envisioned as a brief summary memo (not a history of the City) that includes a summary of the issue, relevant future-oriented concerns, and preliminary recommendations.

2.4 Infrastructure and Circulation Analysis. The project team will coordinate with public service providers to evaluate the existing and planned infrastructure systems, and identify capacity and policy implications based on the current process, build out conditions and other programmatic requirements. The results of the evaluation will be summarized along with maps of existing and currently planned facilities into the Existing Conditions overview.

2.5 Existing Conditions Summary. Guided by the data, studies, and analyses in previous tasks, the team will prepare a series of brief (2 – 5 page) existing conditions memorandum containing a summary of findings, data, maps, assumptions, and preliminary policy and land use recommendations and implementation measures.

Task 3. Public Outreach and Education Program

Community leaders, residents, business owners, and other stakeholders in all their diversity are important contributors to Envision Eastvale 2040. To reach and engage such stakeholders we will work with staff to build a community ambassador program and customized outreach program. To effectively engage the public, they need to see that their time is valued and that the finished product reflects the discussion. This scope includes customized activities that generate live updates and expedient results and content that can be incorporated into the Envision Eastvale 2040 plan.

3.1. Public Involvement Plan. Using input from the kick-off meeting and a focused public engagement kick-off with the City's Communications Division, and the refined Work Plan, we develop a Public Involvement Plan (PIP) to be used throughout the project. The PIP will include:

- Goals, key messaging, and desired outcomes for the outreach and engagement program,
- Measurable objectives to evaluate how tools are working to involve diverse stakeholders and how to improve the tools, locations, or messaging to achieve program objectives,
- An assessment and associated strategy to reach underrepresented groups,
- An outline of specific tasks and their purpose relative to the project,
- A schedule of outreach and engagement activities and due dates for deliverables,
- A list of preferred outreach and engagement venues,
- A summary of responsibilities to be coordinated between the consultant team and City staff.

The process of preparing the PIP will serve as a vehicle for the project team to fine-tune the outreach approach. The City's Communication Division should be involved to optimize use of existing and planned communication tools such as social media platforms and Bang the Table. Using a combination of web-based and in-person activities we seek to set and manage the expectations of the public (residents, property owners, stakeholders, etc.).

3.2: Envision Eastvale 2040 Campaign. We will develop a campaign to draw attention to Envision Eastvale 2040, promote participation, and excite community members about Eastvale's future. The campaign will include a unified brand to use across collateral, a style guide, and narrative arc for communications throughout the process. The narrative arc is a marketing tool with stories that correspond to each phase of the process. It offers simple messaging to inform people about Envision Eastvale 2040 from visioning through adoption and into implementation. The style guide will include a logo, fonts, iconography, color schemes, and slogans. These will be used in print and digital media such as fact and information sheets, videos, podcasts, web postings, etc. The City may choose to incorporate participatory branding into campaign development, which will enable participants to see themselves reflected in the campaign and the final plan.

3.3: Eastvale 2040 Ambassador Program. We understand that public outreach and engagement programs tend to draw a small portion of stakeholders. To overcome the limitations of traditional programs our scope includes a diverse range of activities and a community ambassador program. Through the ambassador program we seek to bridge the gap between policy-making and concerns of everyday citizens. Working in concert with the team and Staff, ambassadors will work at the grassroots level to extend the reach of the outreach and engagement program by "hosting" popup events and other outreach activities identified in the PIP. We assume that the City will lead ambassador identification and will work with staff to invite people who represent the diversity of Eastvale's population, including youth, adults, and seniors; diverse religious and cultural heritages; and a spectrum of socioeconomic backgrounds. Ambassadors should have a strong connection to the community and have the trust of those who tend to be underrepresented.

We will initiate the ambassador program through an introduction and training session. Then, we will host up to four additional meetings with the ambassadors to discuss results. The ambassadors will also advise us as we work to overcome challenges to participation such as language barriers, cultural norms, and other factors that discourage participation.

In support of the ambassador program, we will create "**Briefings In-a-Box.**" The boxes will include turn-key toolkits that provide community ambassadors and others with the materials they need to share information through existing networks. Typically, such boxes include information sheets, comment cards, pens, and activities to inform and invite input.

3.5: Translation and Interpretation. In support of a multi-lingual, culturally diverse process, we recognize the importance of translation and interpretation for those who speak languages other than English. According to 2017 American Community Survey (ACS), Eastvale residents speak Spanish at a rate of 23.4% and Asian and Pacific Island languages at a rate of 18.9%. Based on our understanding of Eastvale residents, we anticipate the potential need for engagement in Spanish, Mandarin, and Punjabi. With input from the community ambassadors, we will confirm the languages need for translation and interpretation. As feasible, we will involve community ambassadors and staff who are fluent in those select languages to improve trust and have direct dialogue in native languages. We recommend compensation for those community ambassadors who interpret at public meetings.

3.6 Project Website. The outreach team will work with City staff to develop and implement a project website and online activities through the City's existing "Bang the Table" license. The online engagement is intended to inform and educate stakeholders and to offer interactive experiences that parallel face-to-face activities. The tool will be used throughout the planning process using surveys, map-based exercises, crowdsourcing, moderated discussion groups, and more. The project website will be designed to complement social media and serve as a central repository

for media developed through the process such as illustrative briefs, videos, and/or podcasts to communicate key findings from the existing conditions, issues to be discussed through the Clear Vision Speaker Series (see task 3.2.6), areas of potential change, and so forth through the draft and final plan.

3.7 Social Media. We will work with the City's Communications Division team to establish a social media strategy that uses the City's platforms currently in use by the City including Facebook, Twitter, Instagram, YouTube, and LinkedIn. We may also consider additional social media platforms, such as NextDoor, Tik Tok, Foursquare, and others which can be used to target specific neighborhoods, age groups, and interests. The strategy will identify specific, measurable objectives and establish metrics, such as comments, likes, shares, etc. to evaluate the success of communications. The strategy will also establish roles and communication protocols shared between the project team and City staff to achieve timely and effective dissemination of social media posts. For each platform, we will include content guidelines for media sizes and timing of posts. Content is anticipated to include illustrative photos, videos, infographics, drawings, renderings, and/or maps. These, and the accompanying narrative, will be used to inform and educate stakeholders about the process and the future of great communities. The images and audio will reflect outreach events, visioning exercises, community assets, issues, ideas from the Clear Vision Speaker Series, areas of potential change, land use alternatives, the preferred alternative and the draft plan.

3.8 Project Media and Collateral. The PIP will detail the types of media and collateral to be created for Eastvale 2040. The Communications Division has an established reputation for generating high quality content. We will coordinate content development by involving Community Ambassadors, subject matter experts, staff, partners, and key stakeholders. Then, in collaboration with City staff, we will produce videos and podcasts for consumption across many devices and platforms. Additional collateral is anticipated to include business cards, information sheets, door hangers, flyers, and posters. Other collateral for consideration includes Eastvale 2040 branded pins, pens, notebooks, shirts, and banners. Pins and shirts can be worn by staff, Community Ambassadors, and champions as they attend meetings and other events throughout the city. Eye catching design generates questions and conversation and is intended to prompt more people to get involved.

3.9 Vision and Community Profile. It is important that the public see that their input is meaningful and thoughtfully considered by the team. The community vision comes from the public outreach process and must be presented early and often to refine, validate, and establish ownership by the community. As part of this task we envision immediate posting of meeting results following meetings and publishing an on-line portfolio of existing conditions and vision statements, with quotes from process participants, and highlighting Eastvale 2040. The process envisions a coffee table book of the vision and outreach process, filled with photographs of the community and explaining the process.

Task 4. Clear Vision Speaker Series

As part of the visioning phase of the process, we will identify issues of concern to residents, business owners, property owners, and other stakeholders. In collaboration with city staff, we will then extrapolate fundamental issues that warrant a deep dive by experts in the field. Focused on those fundamental issues, we will curate a series of 4 - 6 community events called the Clear Vision Speaker Series. The team will provide industry leaders with a brief regarding the issue and a tour of the area(s) needing attention. Then, the experts will be provided with a stipend and will be invited back to present ideas to the community. Each installment of the Clear Vision Speaker Series is anticipated to include a keynote speech and opportunities for residents, business owners, and other stakeholders to ask questions and discuss. Recordings of the keynote, and presentation materials, will be made available on-line and the event may also be broadcasted through Facebook Live or other social media platforms. The residents will have opportunities to comment on the ideas and may also enhance the ideas with their own contributions. The journey of discovery through all ideas, both great and not, will help Eastvale identify what is valuable and what ideas they'd like to leave behind. The Great ideas will be incorporated into Eastvale 2040.

Task 5. Eastvale 2040

Informed by the Existing Conditions Report in Task 2.2 and the public engagement throughout Task 3, the team will coordinate with City staff to develop an updated land use plan that will guide the long-term physical development of Eastvale. Given the City's largely built-out nature we do not expect widespread land use changes; rather, we anticipate focusing our attention on specific opportunity areas and ensuring that the City's overall land use plan supports its vision and community values.

While some of the areas of change may be obvious (such as Leal, Chandler, Gateway, and the Santa Ana River Wash), others will likely come from the public outreach. For example, we may need to discuss changes to existing commercial areas, or corridor improvements. The outreach and clear vision series will guide the land use discussions.

5.1 A Plan for Eastvale 2040. Currently titled **Eastvale Issues**, we suggest that a better title might be a Plan for Eastvale 2040, where we can include the discussion and design results from the clear vision series, include public media input from the residents, and highlight the perspectives of the different groups represented by the community ambassadors.

To establish a foundation for examining land use alternatives, we will first generate land use estimates (housing units, population, building square footage, and employment) for existing conditions and the current land use plan. The team will meet with relevant City staff to discuss common statistical assumptions that will guide this process, such as land use types, densities and floor area ratios, population and economic growth assumptions, persons per household rates, employment per square foot generation rates, valuation assumptions, and other demographic and economic variables. We will prepare a memorandum summarizing the assumptions to use in the buildout analyses.

The team will create up to two land use alternatives to the current land use plan for each area of potential change. For each area, we will analyze and present our evaluation of development potential, visual impacts, transportation demands, infrastructure and service demands, financial feasibility, fiscal impact, public improvement costs, potential EIR implications, and how the alternative relates to the community vision and values.

For the public to better understand the development options, we will provide visual illustrations, photo simulations, or digital renderings of the types of development suggested for the areas of potential change that merit special focus or may be more contentious in the public discussion.

5.2 Preferred Land Use Plan. Once the preferred land use alternative is selected, we will prepare an initial draft of the preferred Land Use Plan and summary report, which will include buildout statistics, selected visualizations, and policy and strategy recommendations for implementing the Land Use Plan in the GP and other City documents like the Zoning Ordinance.

After revising the administrative draft Land Use Plan based on comments, we will prepare the public review draft land use plan, which will be presented at a Commission meeting and then at a City Council study session (possibly a joint session with the Planning Commission). Based on direction provided by the City Council at the study session, we will prepare a final preferred Land Use Plan for incorporation into the final documents.

5.3 Eastvale 2040 Design. Land Use, this section should begin to discuss the City's pivot from greenfield type development policies to reinvestment in the community, changing development characteristics, and ensuring that the resulting land uses reflect the vision for Eastvale. Key to this discussion will be the placement of the center (or centers?) of the city to encourage a vibrant community core. Rather than two separate sections of the plan, we suggest combining the current **Design** element with this section. Recognizing the largely built nature of the City we anticipate a lively discussion with the residents on how and where change may be welcomed.

5.4 Mobility. We propose Mobility Element rather than the current **Circulation and Infrastructure** element, as transportation now encompasses all sorts of different methods. We will review the current plan, as well as recent regional planning documents that would provide relevant information related to the mobility efforts. The purpose of this review is to identify existing data needs and determine which of the previous data collection and mapping efforts can be employed in this analysis. There will be two elements to the data collection effort:

- Roadway segment data collection (daily traffic volumes)
- Vehicle miles travel baseline information

A lump sum budget for traffic counts has been established, which should accommodate up to 30 roadway segments. The specific locations for data collection will be discussed with and accepted by City staff prior to initiating the data collection efforts. The daily traffic counts will be used to calculate a baseline volume to capacity ratio that will be used to determine the adequacy of the existing roadway network.

Baseline VMT information will be determined based on the recent modeling efforts conducted in support of the SB 743 guidelines and analysis prepared for WRCOG. Although most of the data for western Riverside County produced by WRCOG is available through an on-line database, we will work closely with WRCOG in acquiring the most recent travel demand model (RIVCOM) used to generate the VMT data in order to validate the information for the City of Eastvale and for use in the alternative analysis.

As part of the existing conditions analysis, we will field verify all existing bicycle, pedestrian and transit facilities in the City. This information may be drawn from the recently initiated Mobility, Safety and Connectivity Active Transportation Project (2019) as well as other available sources. In addition, truck routes, transit routes, electric vehicle charging stations, neighborhood electric vehicle lanes or routes, and collision data will be mapped to illustrate the existing integrated transportation system. This information will be translated into detailed GIS layers that can be used for mapping and displaying the existing and planned transportation system. We will work closely with the City and WRCOG to determine what GIS information is available prior to initiating this task. The existing condition information will be used to generate a Baseline Mobility Report.

We will lead discussions with City Staff regarding the appropriate approach to developing VMT forecasts for this effort. We anticipate that the most recent version of the RIVTAM model (ie. RIVCOM) will be available for use.

Similar to the existing conditions analysis, future transportation conditions associated with alternatives will be evaluated in two ways:

- Future roadway segment volumes for the Circulation Element
- VMT forecasts

We will work closely with WRCOG to understand the underlying assumptions involved in the existing conditions VMT modeling using the RIVCOM model. The future year conditions will be consistent with the methodology and reporting included in the existing conditions. It should be noted that the scope of work provided does not include time to recalibrate the RIVCOM model. This scope of work assumes the recently updated RIVCOM model is sufficient for this effort.

Using the forecast daily traffic volumes and VMT, the analysis will:

- Identify the future roadway network required to meet the forecast traffic volumes
- Identify solutions to reduce Citywide VMT through an integrated pedestrian and bicycle network
- Identify solutions to address non-compliant VMT areas by identify land use options that reduce VMT.

The key elements of the Mobility Network will be as follows:

Roadway Network: The objective of this effort is to provide the right sized transportation system. One that meets the existing and future needs of the City of Eastvale, without over- or under-building the system. Using a typical

volume to capacity ratio, the analysis will determine what roadways in the City will be substantially over built (more capacity than needed) and what roadways may be under built (volume approaching or exceeding planned capacity). We will present our recommendations to the Roadway Network taking into consideration the location of existing and planned future fixed route transit.

Non-Motorized Network: In addition to the roadway network, we work closely with the team preparing the Mobility, Safety and Connectivity Active Transportation Project (2019) to identify the planned pedestrian and bicycle facilities in the City. These two projects will inform each other such that there will be consistency between the two planning efforts. The Non-Motorized network will include on-street and off-street bicycle lanes (Class I, Class II, Class III, and Class IV) in combination with sidewalks and off-street pedestrian facilities. Maps will be prepared illustrating the existing and planned bicycle and pedestrian facilities.

Sustainable Transportation Network: Several other features will be included in the Mobility Element to address the ever-changing face of transportation. These features will be refined based on the Community Engagement efforts, but could include expansion of electric vehicle charging station network to encourage electric vehicles in the community, mobility hubs to provide transportation options at key locations in the community, curbside management in preparation for connected and autonomous vehicles, and transit system planning to encourage ride hailing, ride sharing and microtransit in an effort to reduce single occupant trips.

The recommended Mobility Network and analysis supporting the recommendations will be summarized in a Future Year Mobility Report.

5.5 Sustainable City. Economic Development at the City level is recognizing that costs will continue to increase so revenue must keep pace. We suggest that the entire work effort leads toward a sustainable city ethic, from land use, to policies encouraging reinvestment and expansion by existing businesses, to an acceptance of a changing retail and industrial market. This section will combine the existing **Economic Development** element with process streamlining, input from the community, and a focus on the vision for the community.

5.6 Conservation, Parks, Recreation and Open Space. Currently the City's plan has these similar issues separated into the **Air Quality & Conservation, Sustainability,** and the **Parks, Recreation, and Open Space** elements. We suggest that a single section would suffice and could be expanded to include not only the natural environment, but also the customized CEQA procedures that would assist to streamline future CEQA documents.

5.7 Healthy Community. This section will provide policies to address the requirements of SB 1000 (The Planning for Healthy Communities Act) and health issues facing the community. While the existing **Healthy Community** is a separate element, this discussion can also be woven into other sections. Because the City does not have a disadvantaged community, it is not bound by the strict priority areas mentioned in state law. This effort will include a discussion of:

- Neighborhoods that are well integrated and have appropriate access to amenities for their needs.
- Balanced, efficient, and affordable multimodal transportation for people of all incomes.
- Access to clean, green parks and open space.
- Access to safe, affordable housing and healthy living environments for all income levels and ages.
- Clean air and water with reduced pollution, greenhouse gas emissions, and waste use and production.
- Access to educational and job opportunities for all ages, incomes, abilities, and backgrounds.
- Convenient access to goods and services, including health care facilities and services.
- Equitable distribution of resources and opportunities for public input and institutional decision-making.

5.8 Housing Element

We will work closely with the City staff to determine the status, effectiveness, and appropriateness of the 2014–2019 Housing Element programs. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the Housing Plan chapter of the 2014–2019 Housing Element for results achieved, we will evaluate the programs for compliance with state housing laws and will identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

We will update the needs analysis pursuant to Government Code Section 65583 with data from HCD’s pre-approved 6th cycle data package, (which is not subject to further review by HCD), 2010 U.S. Census, American Community Survey, and other relevant sources. PlaceWorks will coordinate with staff to develop a current housing inventory and to evaluate housing conditions using state approved criteria. The updated needs analysis will include the following:

- Population and Demographics: Population trends and projections, race and ethnicity, and population age.
- Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- Employment and Income: Employment by industry, occupation of employed residents, and income trends.
- Housing Stock Characteristics: Housing types and conditions, overcrowded households, and vacancy rates.
- Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for Energy Conservation: Pursuant to Senate Bill (SB) 375 and Assembly Bill (AB) 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Using the current sites inventory as a starting point to the. We will work with the City to determine viable sites based on new State Law requirements, requiring additional analysis for sites smaller than one-half acre, larger than 10 acres, and for underutilized sites. We will also identify sites included in the past two housing element cycles that per AB 1397 are now required to allow affordable housing by-right in order to continue to count these sites in the inventory.

The Housing Element will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private sector resources. We will assess current and potential housing programs to recommend future programs that will support the City’s housing objectives.

The Housing Element will also include an analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all of the analysis needed to comply with recent updates to state housing law.

We will work closely with the community to develop a Housing Implementation Program. This will involve updating goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing

programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Consistency and compliance with the rest of Eastvale 2040
- Development controls and regulatory incentives
- Working to provide housing opportunities for all city residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups.
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair share allocation
- Mitigating any governmental constraints to providing and improving housing

Focused and meaningful community engagement is an important part of the Housing Element Update process and we will integrate the housing discussion into the robust outreach that is an essential part of Eastvale 2040. Prepare and Finalize Housing Element

Unique to the process, the Housing Element must be reviewed and accepted by the City and certified by the California Housing and Community Development Department (HCD). We will provide an administrative draft for City review, then submit the document to HCD. Following both internal and HCD comments we will prepare a public draft for consideration by the Commission and City Council.

5.9 Noise. Based on the noise monitoring and traffic analysis conducted during the baseline assessment a new **Noise** element will be prepared that focuses on the effects of noise on the local population and land use compatibility. At minimum, the Noise element will contain the following information:

- **Mobile Sources of Noise.** The Element will discuss state recommendations for land use compatibility and operational thresholds, based on the FHWA Highway Traffic Model, traffic volumes in the traffic analysis, and vehicle mix available through Caltrans.
- **Construction Noise.** Construction noise standards will be introduced and limits recommended to establish a CEQA threshold that allows for construction and respects the existing residents and businesses.
- **Noise Contour Mapping.** We will create a noise contour map illustrating the distances to various acceptable noise levels for various types of land uses (e.g., 75, 70, and 65 dBA CNEL). The noise contours will also be presented in tabular format for the element.
- **Airport Noise.** The Ontario International Airport is a primary source of noise during aircraft landings and departures. Noise level contours from existing studies and noise impacts from the Ontario International Airport will be discussed along with the status of the Part 150 studies for reduction of aircraft-related noise and its impact on residential neighborhoods.
- **Vibration.** The Element will evaluate and discuss vibration. Primary sources of vibration occurring within the City include constructions activities, trains and industrial uses. The pertinent noise thresholds from the City and the Federal Transit Administration's Transit Noise and Vibration Impact Assessment will be used to evaluate vibration from these sources.

The element will also include applicable techniques that may effectively be used to reduce vehicle-generated noise, as well as future techniques under consideration, will be discussed. Stationary sources of noise may be reduced via methods that physically shield noisy pieces of equipment, or through the use of the muffler and air intake restriction systems. Areas where existing noise cannot feasibly be reduced will also be noted and land use restrictions on adjoining parcels may be required. It may be possible to combine the current Noise element into the Eastvale 2040 Design as noise attenuation is a design concern, or within Healthy Community as noise issues affect quality of life.

5.10 Safety. The data for this element will be based solely on readily available information prepared and published by others, and nonconfidential, non-propriety reports we have in-house. Subsurface studies, including borings, soil sampling, or groundwater sampling will not be part of this investigation. The primary issues to be addressed in this replacement of the current **Safety** element include:

- **Seismic Safety.** Ground shaking and shaking-induced ground deformation (including liquefaction, slope instability and subsidence) and the impact of these hazards on the city’s infrastructure will be covered. The geologic setting will be updated to reflect newly released information from the California Department of Mines and Geology.
- **Flood Hazards/Flood Control Facilities.** Urban development typically results in higher runoff volumes during storms due to an increase in impervious surfaces such as buildings and parking lots. We will update the plan to reflect the most recent mapping of flood hazard areas from FEMA or other sources.
- **Fire Protection.** A discussion of fire protection is required (Cal. Govt. Code Sec 65302(g)). We will work with service providers to update policies where necessary to reflect current conditions and priorities.
- **Fire Hazards:** The potential for wildland-urban interface fires, structural fires, fire after-earthquake scenarios, and chemical fires will be included.
- **Aviation Hazards:** The potential for aviation accidents related to the Ontario international airport, and land use compatibility with the airport, will be included.
- **Hazardous Materials Management:** The element will use existing reporting systems such as CalEPA’s EnviroStor and the State Water Board’s GeoTracker database, to identify leaking underground storage tanks; air, soil and groundwater contamination, including particulate emissions due to windstorms; and leaks due to rupture of petroleum and natural gas pipelines and traffic accidents involving transporters of hazardous materials.
- **Emergency Services.** This section of the document will be updated to reflect current City policies and procedures for emergency services and disaster preparedness.

One of the best methodologies for quantitatively determining vulnerability is to use Hazus to estimate loss from specific, disaster-causing events. Hazus is a methodology developed for the Federal Emergency Management Agency that is used to assess the earthquake and flooding vulnerability of structures and facilities in a given area. The analysis is site specific, as it is based on census data for the region of interest. The Safety Element will discuss the City’s disaster preparedness with regard to critical facilities and infrastructure. It will also discuss potential emergency evacuation routes and potential shelter locations.

The purpose of the Safety Element is to provide action items that if implemented can make the City more hazard-resistant and therefore more self-reliant during and immediately following a disaster.

5.12 Implementation Plan. We will prepare an Implementation Plan that provides an institutional framework to regularly revisit the vision in Eastvale 2040, gauge its continuing relevance, and recommit investments to the City’s vision. We collaborate internally, with City staff, and with other entities throughout the process to identify ideas for the Implementation Plan. Based on our experience creating and implementing plans with the public and private sectors, we can recommend implementing actions that are meaningful and effective. Each implementation item will include the following information: associated goal, responsible entity, necessary resources, time frame, and measure of successful completion.

5.13 Zoning Consistency. We will draft map changes and language necessary to bring the Zoning Code, Zoning Map, and other major implementing regulations into consistency with the vision in Eastvale 2040. These recommendations will be included as action items in the Implementation Plan.

Task 6. Program Environmental Impact Report

Michael Baker will take the lead in preparing a program-level Environmental Impact Report (PEIR) in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. The PEIR will allow decision-makers to consider impacts, policy alternatives, controversial issues, mitigation measures, regional influences,

cumulative impacts, and other factors that apply to the Eastvale 2040 Project. The PEIR will be comprehensive, covering all potential impact areas included in the 2019 CEQA Guidelines Appendix G Checklist. By capturing the broad array of potential impacts and designing mitigation measures within a “big picture” environmental review, future development proposals that seek to implement the vision of Eastvale will be afforded streamlined CEQA reviews - or better yet, may qualify to forgo CEQA review altogether.

The draft project description will be prepared with consideration of the content guidelines identified in CEQA Guidelines Section 15124 and will incorporate supporting exhibits, as appropriate. The team will respond to one set of comments from City staff and will revise the project description as appropriate. The project description will also describe the process by which the EIR will be used to streamline environmental review for later activities consistent with the vision.

TASK 6.2: INITIAL STUDY AND NOP

Task 6.2.1: Initial Study & Notice of Preparation. An Initial Study will be prepared to accompany the Notice of Preparation to inform agencies and interested parties of the expected environmental impacts. The Initial Study will also serve to eliminate certain topics from further in-depth analysis in the EIR. The Initial Study will be revised based on City comments and a public draft Initial Study prepared for circulation. We will prepare the required noticing forms (Notice of Completion, Electronic Document Submittal Form, etc.) and will submit the Initial Study/NOP to the State Clearinghouse for distribution. All materials will be available on the City’s website.

Task 6.2.2: Public Scoping Meeting. A scoping meeting will be held during the 30-day NOP public comment period. We will prepare comment cards and a PowerPoint presentation for the scoping meeting and present an overview of the environmental review process. All public comments received during the 30-day NOP process will be summarized and provided to the City. This summary will be valuable in demonstrating to agencies and the public that concerns have been logged and will serve as a tracking tool for the environmental concerns are addressed in the PEIR. The scoping materials, notices, and summaries will be included as an appendix to the PEIR.

TASK 6.3: KEY TECHNICAL ANALYSIS

The following key technical analyses will be prepared in support of the PEIR. If during project scoping the preparation of other technical analyses becomes warranted, we will identify the necessary tasks to be added and will obtain City approval before initiating. This task includes response to one consolidated set of City comments on the technical reports and resubmittal of such revisions to the City for review. We will make final revisions to the documents based on comments received and will prepare a final draft of each technical report in support of the PEIR analysis.

Task 6.3.1: Air Quality. The climate and meteorology influencing the area’s pollution potential will be discussed and up-to-date results of monitoring for pollutants conducted by the South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) will be summarized. Land uses in the City that are especially sensitive to air pollution (e.g., medical facilities, day care centers, and schools) will be inventoried. The report will provide an inventory of existing criteria air pollutants from the nearest air monitoring station. A discussion of the existing relative health risk related to the air quality in the City will also be provided.

Finally, we will quantify vehicular and area source emissions for each of the reasonably foreseeable future scenarios, then provide a comparison to the SCAQMD thresholds of significance. Project consistency with regional air quality plans will also be evaluated. Mitigation measures will be proposed where necessary to ensure subsequent development proposals include necessary emissions reductions strategies.

Task 6.3.2: Ecological and Biological Resources. We will review and update the ecological and biological resources previously documented within the planning area, building upon data and figures prepared in support of the

Conservation and Open Space Element. We will conduct a database search using the California Department of Fish and Wildlife’s California Natural Diversity Database, the California Native Plant Society Electronic Inventory of Rare and Endangered Vascular Plants of California listings, U.S. Fish and Wildlife Service Information for Planning and Consultation project planning tool, and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) to review occurrence records for special-status biological resources known to occur in or around the City. Additional information sources will be reviewed including historic/current aerial photographs, U.S. Geological Survey 7.5-minute topographic quadrangle maps, U.S. Department of Agriculture soils maps, and watershed data. Due to the developed nature of the City, we do not anticipate the need for biological field surveys. The analysis will consider the existing biological setting and will provide necessary updates to such conditions that may be affected by any proposed land use changes or future development anticipated with buildout. Further, proposed policies intended to protect the City’s environmentally significant natural spaces; make use of natural resources; and provide open space areas for recreation and enjoyment will be considered in the PEIR.

Task 6.3.3: Cultural Resources/Tribal Cultural Resources. We will conduct a records search at the Eastern Information Center to provide an updated accounting of existing historical and cultural resources in the planning area. We will also assist the City in coordinating with the appropriate Native American tribes per requirements of Senate Bill (SB) 18 and Assembly Bill (AB) 52. This scope of work assumes that we will be available to participate in consultations, and will provide support where needed, including engagement to the Native American Heritage Commission for a Sacred Lands search, and preparation of consultation request letters and consultation log to documentation of procedures and outcomes of consultation

Task 6.3.4: Greenhouse Gas Emissions. The regulatory framework of the PEIR will include an explanation of the existing control programs that are currently in place at the State and regional levels to control greenhouse gas (GHG) emissions. The analysis will describe the status of regulatory development of AB 32 (Global Warming Solutions Act), Senate Bill 97, Senate Bill 32, Executive Order S-3-05, and Executive Order B-30-15.

Existing GHG emissions will be estimated to serve as a baseline for evaluating the potential impacts of the “Existing” and “Buildout” emissions and whether the modeled level of GHG emissions generated at buildout constitutes a substantial emissions contribution. The GHG emissions inventories will incorporate the emissions and reduction policies as well as any additional sustainability goals and policies included in Eastvale 2040. This task does not include the preparation of a separate Climate Action Plan.

Task 6.3.5: Noise. Based on our knowledge of the City we will document existing noise sources and perform a comprehensive survey and mapping of noise-sensitive receptors (e.g., residential land uses, schools, places of worship, etc.) and a comprehensive noise survey, especially intended to characterize noise from stationary sources or other unique sources of community concern (e.g., major arterials, schools, commercial areas, loading areas, etc.). The noise survey will include up to ten short-term noise measurements. These noise readings and traffic modeling data will be used as a basis to create noise contour maps. We will also work with City Staff to identify and appraise major noise sources, including review of noise complaints.

The noise environment in the study area will be presented in terms of noise contours for all of the major noise sources in the community. The traffic noise levels will be developed with FHWA-RD-77-108. Traffic noise modeling and noise contours will be prepared for the City’s existing and buildout conditions. The work effort will be presented in a format that presents the existing and future noise conditions, short-term impacts, and cumulative conditions. Additionally, this section will present background information on noise, health effects of noise, methods, monitoring results, and data used to project noise contours as well as supporting information for policy development.

Task 6.3.6: Transportation. A summary of existing transportation and mobility conditions will be documented based on information generated through public outreach, the clear vision series, and Task 2.2 Existing Conditions, Issues, and Recommendations. The proposed changes in land use and circulation will be reviewed in the context of

the Vehicle Miles Traveled (VMT) thresholds currently being developed for the City by Fehr and Peers. If it is determined that the Eastvale 2040 does not meet the local VMT goals, then the PEIR will identify mitigation measures that will reduce VMT to align with the City’s goal. The CEQA analysis for the will also include a discussion of bicycle, pedestrian and transit features included in the updated Circulation Element that will further support the reduction of VMT levels in the City.

The Transportation analysis will also include a discussion of the following, consistent with the most recent CEQA Environmental Checklist:

- Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
- Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?
- Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- Result in inadequate emergency access?

Findings in the transportation analysis will be integrated into the PEIR.

TASK 6.4: ADMINISTRATIVE DRAFT EIR

The PEIR will contain an expanded analysis of issue areas identified in the Initial Study as having potentially significant impacts. It will also identify policies and programs that would reduce these impacts to a less than significant level, where possible. Pursuant to Appendix G of the CEQA Guidelines, the PEIR will analyze the following CEQA topics:

- | | |
|---------------------------------------|---------------------------------|
| • Aesthetics | • Land Use and Planning |
| • Agricultural and Forestry Resources | • Noise |
| • Air Quality | • Population and Housing |
| • Biological Resources | • Public Services |
| • Cultural Resources | • Recreation |
| • Energy | • Transportation |
| • Geology and Soils | • Tribal Cultural Resources |
| • Greenhouse Gas Emissions | • Utilities and Service Systems |
| • Hazards and Hazardous Materials | • Wildfire |
| • Hydrology and Water Quality | |

We anticipate scoping out a number of impact areas during the initial study/notice of preparation process because: 1) resources don’t exist or aren’t prevalent in the City (such as mineral resources or forestry resources); or 2) there would be no reasonably foreseeable impact to resources based on the objectives, policies, and programs (such as geologic resources or hazardous materials). Once all PEIR sections are complete, the Administrative Draft PEIR will be sent to City staff for review and comment.

TASK 6.5: DRAFT EIR

Task 6.5.1: Draft EIR Preparation. Once the City has reviewed the Administrative Draft PEIR, the document will be revised and a Screencheck Draft PEIR prepared for review by the City. Our scope assumes limited comments from the City on the Screencheck Draft EIR, which will then be finalized and compiled for public review.

Task 6.5.2: CEQA Public Review. Once the City has approved the Draft PEIR for public release, we will distribute the document for public review. This scope of work assumes that we will be responsible for preparing and posting the Notice of Availability and Notice of Completion forms with the State Clearinghouse (15 hard copies of the

executive summary, plus the 15 CDs with the Draft EIR, appendices, and NOA) and County Clerk, as well as for distributing the Draft EIR to other appropriate agencies, organizations, and interested parties as directed by the City. We will coordinate with the City to release the Notice of Availability in the local newspaper.

TASK 6.6: FINAL EIR

Task 6.6.1 Response to Comments and Errata. At the conclusion of the 45-day public comment period, we will respond to comments received on the PEIR. The team will coordinate with City staff to discuss the key issues raised and the appropriate responses. We will prepare thorough and reasoned responses to comments that identify relevant environmental issues.

This scope includes a reasonable estimate of the level of effort required to prepare responses to comments based on our experience with other similar projects. For budgeting purposes, we have assumed that responses will involve explanation and clarification of the contents of the Draft PEIR and that no new technical analysis will be conducted as part of the responses to comments. We will collaborate with the City on responding to comments that are not environmental in nature.

The draft responses to comments will be prepared and submitted for review by City staff. Following one round of City review of the responses to comments, we will finalize this section for inclusion in the Administrative Final PEIR.

It is inherently difficult to predict the volume of public comments the City will receive in response to the PEIR. For purposes of this scope of work, we assume up 80 hours of senior staff time to complete the response to comments. Should the actual level of effort be in excess of this assumption, we will work with the City to determine additional budget needs.

The Final PEIR will also include an errata section identifying all proposed changes to the Draft PEIR, based on public comments or staff-initiated technical corrections.

Task 6.6.2: Mitigation Monitoring and Reporting Program. As part of the Final PEIR, we will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through a coordinated effort between the team, City staff, and the City Attorney. Because of the nature of the document, it is assumed that the mitigation measures will be programs and policies. It is also likely that standard mitigation measures may be discussed in the PEIR and included as a reference tool for later development. Regardless, all mitigation will be discussed in the MMRP.

Task 6.6.3: Findings and Statement of Overriding Considerations. As applicable, we will draft CEQA Findings and Statement of Overriding Considerations in accordance with the provisions of Sections 15091 and 15093 of the State CEQA Guidelines and in a format specified by the City.

Task 6.6.4: Final PEIR and Notice of Determination (NOD). We will respond to one consolidated set of City comments on the Administrative Final PEIR, complete any necessary revisions, and prepare and submit the Final PEIR to the City for use for the adoption hearings. This task assumes that we will be responsible for distributing the Final EIR and responses to comments to commenting agencies pursuant to CEQA Guidelines Section 21092.5(a), cooperating agencies, and interested parties. We will draft the Notice of Determination (NOD) and will be responsible for filing the document with the State Clearinghouse. This task also assumes that we will file the NOD with the County Clerk following certification of the Final PEIR, however the payment of the requisite fees is not included in the budget.

Task 6.6.5: CEQA Project Meetings. The environmental task manager will attend meetings and/or participate in team conference calls with City staff, subconsultants, and/or other relevant parties during processing of the EIR.

Task 6.6.6: CEQA Project Hearings. We anticipate attendance at four public hearings for the project, including two Planning Commission meetings and two City Council hearings. The environmental task manager, as well as

one technical staff member, will attend project hearings. If additional hearing support time is required, or the City would like the environmental team to attend additional meetings, attendance can be provided on a time and materials basis.

Task 7. Public Hearings for Adoption

Formal hearings with the Planning Commission and City Council must be held to adopt the Elements and certify the EIR. The management team will participate in public hearings with the Planning Commission and City Council. We will work with City staff in developing content for their staff reports and preparing PowerPoint presentations. At the hearings, we will be available for presentations and responding to comments received. This task includes preparation for the hearings (PowerPoint shows, presentation boards, etc.) and attendance by up to two staff members.

8. Project Schedule

The scope envisions an approximately 18-month timeline beginning in February 2020. The public outreach and clear vision series will take place over much of 2020, with several community events in the spring and early summery. We will be working on portions of Eastvale 2040 in parallel, tackling the technical issues to ensure compliance with state law, and using the outreach process as a sounding board to validate existing policies that should remain, and to discuss new policies reflecting the visioning and outreach process. Early 2021 will see the publication of the Vision and Community Profile followed by both the Eastvale 2040 document and the accompanying Environmental Impact Report. Once these have been reviewed by the community, the Commission and Council can consider adoption in late summer of 2021.

9. Project Budget

The following budget reflects the scope.

Task	Michael Baker International	PlaceWorks	Susan Harden	Speaker Series	Task Total
TASK 1. Project Management	\$30,000	\$55,937	\$3,240		\$89,177
TASK 2. Context and Conditions	\$22,781	\$47,287	\$3,240		\$73,308
TASK 3. Public Outreach & Education	\$206,020	\$22,950	\$25,920		\$254,890
TASK 4. Clear Vision Speaker Series	\$2,200	\$49,266	\$5,940	\$200,000	\$257,406
TASK 5. Eastvale 2040	\$65,000	\$179,275	\$5,500		\$249,775
TASK 6. Environmental Analysis	\$262,600	\$13,770	\$ -		\$276,370
TASK 7. Adoption Process	\$25,000	\$17,952	\$5,500		\$48,452
Expenses					\$45,622
Totals	\$613,601	\$386,437	\$49,340	\$200,000	\$1,295,000



AGENDA STAFF REPORT

City Council Meeting

City Council Business

Agenda Item No. 12.2

February 12, 2020

Update from Strategic Plan Review and Workshop

Prepared By: Crystal Adams, Senior Management Analyst

Recommended Action(s)

1. Approve the updated timeframe for the recommended actions in the Strategic Plan and;
2. Amend the Strategic Plan to include the new proposed initiatives from the Strategic Plan Review and Workshop held on January 8, 2020.

Summary

The 2018 Strategic Plan serves as a living document to help guide the priorities of the City and will be periodically revisited for updates. Staff provided an update at the January 8, 2020 City Council meeting and sought feedback on the status of the objectives and tasks from the Strategic Plan. This feedback was compiled, and the recommendations are submitted as a revised Strategic Plan for consideration and adoption. Changes include updated timeframes and new initiatives/objectives brought forward during the January 8, 2020 public workshop.

Background

On Friday, August 24, 2018, the City Council met to discuss a strategic plan and Council priority goals for the City of Eastvale. During the workshop, the City Council engaged in a participatory process along with City Management staff and the public, in which much was accomplished. At its November 14, 2018 meeting, the City Council approved the Strategic Plan. An update of the Strategic Plan will be presented each quarter. An update has been provided at the February 27, 2019, the May 22, 2019, and the September 25, 2019 City Council meetings.

At the January 8, 2020 meeting, the Council received a comprehensive review of the achieved goals in the Strategic Plan and were provided proposed updated timelines for outstanding goals. The City Council also proposed additional new initiatives to be included in the Strategic Plan which include the feasibility of a library and substation, developing regional partnerships with surrounding jurisdictions and legislators, and securing Eastvale's own zip code.

The Strategic Plan is a living document and may be reviewed and/or amended at any time by the City Council.

[Return to Agenda](#)

Strategic Plan Action – N/A

Not Applicable.

Fiscal Impact

Funds to implement action items of the Strategic Plan will be budgeted through the budget workshop and adoption process. The City will continue to search for relatable grant funding.

Prior City Council/Commission Action

January 8, 2020: Discuss and provide direction to staff during the Strategic Plan workshop

Attachment(s)

1. Updated Strategic Plan Goal Action Plan Summary – including new initiatives/goals from January 8, 2020 Strategic Plan Workshop



Strategic Plan – Action Plan

Target #1 – Communication / Community Engagement

Target #2 – Public Safety

Target #3 – Economic Development

Target #4 – Organizational Development

Target #5 – Finance / Budget

Target #6 – Infrastructure

Actions/Schedule for Priority “Level 1A” Goals

- Enhance traffic safety enforcement education (Target #2, Goal #4)
- Elevate dining experience (Target #3, Goal #1)
- Create value-added development (Target #3, Goal #3)
- Strengthen organizational development and effectiveness (Target #4, Goal #1)

Actions/Schedule for Priority “Level 1B” Goals

- Diversify and enhance revenue streams (Target #3, Goal #9)
- Incentivize new business opportunities (Target #5, Goal #2)

Actions/Schedule for Priority “Level 2” Goals

- Engage community feedback (Target #1, Goal #1)
- Enhance community quality of life (Target #2, Goal #1)
- Increase community connectivity (Target #2, Goal #3)
- Build city hall/civic center (Target #5, Goal #4)

Actions/Schedule for Priority “Level 3” Goals

- Implement public safety technology (ALPR) (Target #2, Goal #2)
- Enhance customer service experience (Target #4, Goal #2)
- Identify creative revenue opportunities (Target #5, Goal #5)
- Enhance mobility and connectivity (Target #6, Goal #1)

Actions/Schedule for Goals From the 1/8/2020 Strategic Plan Workshop

- Enhance relationships with agency partners and legislators (Target #1, Goal #13)
- Host an Eastvale Leadership Academy (Target #1, Goal #14)
- Partner with MADD (Target #2, Goal #7)
- Build a substation in Eastvale (Target #2, Goal #8)
- Establish an independent zip code for the City of Eastvale (Target #3, Goal #13)
- Evaluate the City’s franchise agreements (Target #5, Goal #6)
- Build a library in Eastvale (Target #6, Goal #4)
- Create a walkable community (Target #6, Goal #5)
- Create appealing signage at entry/exit points in the City to welcome residents and guests to Eastvale (Target #6, Goal #6)



AGENDA STAFF REPORT

City Council Meeting

City Council Business

Agenda Item No. 12.3

February 12, 2020

City of Eastvale's Pilot Leadership Academy

Prepared By: Crystal Adams, Senior Management Analyst

Recommended Action(s)

Receive and file the City of Eastvale's Pilot Leadership Academy program outline.

Summary

In a coordinated effort with partners of the City of Eastvale, the City is preparing a pilot launch of the inaugural Eastvale Leadership Academy. The Academy will take place over the course of six weeks at City Hall and other locations within the City. The goal of the Academy is to engage residents and businesses to learn about the operational day to day business that occurs at City Hall and how the City partners with other agencies within the community to foster success, development, and growth.

Background

On Friday, August 24, 2018, the City Council met to discuss a strategic plan and priority goals for the City of Eastvale. One of the Level 2 goals adopted at the November 14, 2018 City Council meeting was to increase community connectivity by hosting an Eastvale Leadership Academy for residents (Target #2, Goal #3).

Over the course of the six-week program, the Academy will present opportunities for participants to connect with local business owners, City agency partners, and learn more about the operating functions of the City and how it integrates in the community and regionally in Western Riverside County. The Leadership Academy will cover one of the following themes each week: Local Government Operations, Community and Economic Development, Revenues and Budgets, Education and Partnering Agencies, and Public Safety. The participants will also have several opportunities to participate in community service projects that could benefit military personnel, a local school, and the community.

Participants in the Leadership Academy will complete the courses with understanding of City operations, goals, and vision of the future of the City of Eastvale, and become a partner in its future development.

The Leadership Academy will begin in April 2020. Sessions will be on six consecutive Thursday evenings from 5:30 p.m. – 8:00 p.m. and conclude in May/June 2020. Meetings will be held at City Council Chambers or at various locations in Eastvale (locations will be announced on the first day of the Leadership Academy). Interested participants must be 18 or older and live or work in the City of Eastvale.

Applications will be available on the City’s website or at City Hall on February 18, 2020. This pilot program is limited to 30 participants.

Strategic Plan Action – Target #: 1 | Goal #: 14

Host an Eastvale Leadership Academy.

Fiscal Impact

Staff will seek local business sponsorships to cover the expenses of the Leadership Academy and other required items will be paid out of the City Manager budget.

Prior City Council/Commission Action

Not Applicable.

Attachment(s)

1. City of Eastvale’s Leadership Academy program – Draft plan



CITY OF EASTVALE

12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

City of Eastvale Leadership Academy – *Draft Plan*

Overview

The City of Eastvale's Leadership Academy is a community-centered program designed to further support the development of an engaged community through a series of seminars, forums, workshops, and introductions to the behind the scenes of the City and local projects. Representing the diversity of Eastvale, the program will have a unique blend of motivated and interested participants from different cultures, industries and backgrounds and will ultimately foster community ambassadors and champions. Over several weeks, the curriculum will emphasize a range of city goals and priorities such as housing, safety and law enforcement, economic development, education, city services and amenities, and the city-wide community vision.

Participant Goals

The Eastvale Leadership Academy will build and establish community ambassadors and champions within the community who have the opportunity to join each other in an intimate setting to:

- Engage in the issues facing the City of Eastvale through productive discussions
- Develop their leadership skills to enhance their personal and professional lives
- Grow relationships within the community
- Stay involved in problem solving and the evolution of the City of Eastvale

While anyone over the age of 18 who resides or works in Eastvale is eligible to participate, the City is looking for 20-30 people who are committed to the community and their own personal and professional development. Applications will be available online or at City Hall beginning Tuesday, February 18, 2020.

Timeline and Process

Over a six-week period this Spring, the inaugural class will attend weekly sessions where compelling and priority topics are discussed and reviewed. Sessions will occur on Thursday evenings from 5:30 p.m. – 8:00 p.m. The format will include presentations, question and answer sessions and even outside visits to venues that are important to City functions and that evening's theme. City leaders and other experts will provide first-hand insight and direct

feedback in a classroom setting. The commitment to participating in a leadership program centers on attendance, involvement and participation.

Cost and Sponsorships

We are recommending that the Leadership Academy have no cost to participants. The City will seek sponsorships for the dinner component of each session. This promotes community engagement among the business community and local leaders. Financial sponsorships are always preferred but sponsorships for leadership programs can be in the form of meals, supplies, and venue support.

Schedule and Curriculum

Session 1: General Orientation/City Government Part 1: Overview of Departments

Topics include basic city function, department structure, operations, communications and civic engagement and city vision, goals and priorities.

Session 2: Community & Economic Development

Topics include local business opportunities, retail drivers, dining and entertainment, tourism, public infrastructure, transportation, etc.

Session 3: City Government Part 2: City Revenues and Budget

Topics include revenues and budget, how Eastvale tax dollars are used, etc.

Session 4: Education and Partnering Agencies

Topics include K-12 education, community college, library services, parks and recreation, etc.

Session 5: City Government Part 3: Department Operations

Topics include delving into department operations including public works, traffic, communications, etc.

Session 6: Public Safety Partners


Topics include RSO services at municipal and county levels, Community Enhancement and Safety, fire services, Neighborhood Watch, etc.

This final session (or at a Council meeting) will culminate with a graduation ceremony highlighting the leaders' achievements and learning experience. Graduates will receive a certificate and a commemorative pin. Graduates will also be recognized during a future City Council meeting to further advance the long-term community vision.

Community Service

Where and when appropriate, a session may have a community service project to complete that will require the collaboration and full participation of each participant. These projects may range from simply contributing to a food drive or literacy program to a hands-on service idea.

Next Steps:

- Working with outside professional services as needed, staff will build collateral to support the program including a recruitment flyer, applications, social media and web links to curriculum materials, presentations, promotional items, participant binders with curriculum rules and guidelines, etc.
 - Work will include building the curriculum details, reaching out to speakers, securing venues, etc.
 - Staff will continue to update City Council and encourage participation and involvement where applicable. Staff will also determine long-term program benefits and work to secure future plans and sessions.
- 
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AGENDA STAFF REPORT

City Council Meeting

City Council Business

Agenda Item No. 12.4

February 12, 2020

Fiscal Year 2019-20 Mid-Year Budget Review

Prepared By: Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

1. Approve and Adopt Resolution No. 20-XX Mid-Year Budget Appropriation
2. Approve and Adopt Resolution No. 20-XX Gann Appropriation Limit Amendment
3. Approve and Adopt Resolution No. 20-XX Establishing the Revised List of Authorized Positions for the Mid-Year 2019-20 Budget
4. Approve and Adopt Resolution No. 20-XX Authorizing the amendments to the City's Salary Schedule and Range Table

Summary

Each year the City Council adopts an operating and capital improvement budget, which commits resources for the accomplishment of the City's Strategic Plan, policies, and execution of services to the public. The budget is a dynamic document that is amended during the year for various reasons, including City Council actions on department requests, actions by third parties which impact the budget plan, or changes in the economy. The mid-year review allows staff to report on trends and actions that have occurred subsequent to the budget approval in May and to address any newly identified budget changes expected before the fiscal year end. During the mid-year review, we also have the benefit of updating available resources based on the audited financials for fiscal year 2018-19, which were presented to Council on January 22, 2020.

The current fiscal year began in July 2019 with the adopted fiscal year 2019-20 budget. This budget document represented the City of Eastvale's best estimate of the City's financial performance in the coming year. The adopted budget estimated general fund (net of the restricted Fire Fund and transfers) revenues at \$24.4 million and expenditures at \$23.1 million.

As mentioned above, revenues and expenditures often vary from the forecasts of the adopted budget. In order for the adopted budget to continue to be a useful management tool, the Finance Department captured changes to revenue and expenditures throughout the year and updated the budgetary numbers. Council previously approved a number of these changes in the form of supplemental appropriations and revenue adjustments.

One of the primary purposes of the mid-year review is to present for the City Council's consideration, additional adjustments of revenue and expenditures.

The City's mid-year budget review process involves both a review of posted activity and the identification and investigation of variances to the established budget along with ongoing consultations with departmental personnel to estimate the resources needed for the remainder of the fiscal year. After compiling mid-year budget estimates, a proposed mid-year budget is brought to the full City Council for adoption.

A comprehensive list of recommended adjustments to the City's budget is included as Attachment D. The remainder of this report will focus on significant proposed amendments, underlying rationale, and June 30, 2019 forecasts. This report presents information on all of the City's funds; however, the primary emphasis will be on the General Fund.

Background

SECTION 1: **FISCAL YEAR 2019-20 MID-YEAR BUDGET ANALYSIS**

GENERAL FUND – REVENUES AND EXPENDITURES

General Fund Revenues

Overall, general fund revenues are expected to increase an additional \$713,900 over the adjusted budget. The City continues to recognize revenue growth due to economic development.

General Fund Revenue highlights include the following.

- *Taxes.* Property taxes are expected to increase in the restricted Fire fund by approximately \$300,000. This was caused by an omission in copying forecasts from the excel workpapers into the final budget document.
- *Miscellaneous Revenue* is forecasted to increase by approximately \$400,000 due to a Southern California Edison rebate received through Western Riverside County of Governments (WRCOG) for the streetlight purchase and LED retrofit program. These revenues will be utilized to pay for an unanticipated cost increase on poles purchased from SCE totaling \$212,540.

General Fund Expenditures

Expenditures increased \$3.9 million from the Adjusted Budget. This figure represents a 13.5% increase.

The attached General Fund Forecast by Category (Attachment A.2) illustrates the revised revenues, expenditures, for the General Fund. An analysis of major expenditures is presented in the following sections by category:

Personnel

- *Salaries and Benefits* are expected to decrease compared to budget, by a total of \$1.2 million, due to the City's conservative approach to position budgeting. The city budgets all authorized positions at top step in an attempt to assure that adequate budget is available should a current employee promote, or

a new employee enter city employment at a higher step in the established pay ranges. The City also had two vacancies during the middle half of the fiscal year, further increasing budget savings. At this time, an adjustment to budget will not be requested.

- *Authorized Position* proposed personnel changes for the mid-year budget include: defunding two (2) positions (Public Information Officer and Intern); removing the Emergency Management Coordinator from existing salary schedule; reclassifying one (1) position to a new title (City Clerk to City Clerk/Communications Director) and one (1) position (Intern to Office Specialist in the Finance Department); status change from part-time to full-time two (2) positions (Emergency Management Specialist and Street Sweeping Enforcement Officer); and modifying three (3) ranges in the salary schedule for the following positions: Deputy City Clerk, Executive Assistant, and Talent & Special Projects Manager. This does not constitute a salary increase for the three positions modifying ranges, it simply increases the range of earning potential per position and groups these positions with other similar classifications for uniformity in the agency. Detailed information regarding organizational changes are detailed in section three of this report.

Contract Services

- *IT Services* are expected to increase by approximately \$80,000 due to two factors. First, service levels have increased as the City now receives IT support three days per week, an increase from two days. Second, a billing timing issue from the contractor caused prior year monthly service invoices to be paid in the current fiscal year after the close of the fiscal year ending June 30, 2019. This is a one-time anomaly. A budget appropriation accompanies this forecast.

Maintenance

- *Building Maintenance* is forecasted to increase by approximately \$68,000 due to the addition of the Altfillisch Citrus property added during fiscal year 2018-19. Monthly janitorial services in addition to landscape maintenance are expected to increase. A budget appropriation accompanies this forecast. In addition, roof repairs to the Altfillisch Citrus property also increased forecasts, however budget for the roof repair has already been allocated.

Other Expenditures

- *Capital Outlay* is forecasted to increase by approximately \$1.4 million due to the continuation of a capital project for the Limonite Gap Closure project. The contract and accompanying purchase order were approved by Council in late May 2019, however due to the timing of the project and the completion of budget in early May 2019, the budget request was omitted from the budget document. The project will be reimbursed by Transportation Uniform Mitigation Fees (TUMF). A budget appropriation accompanies this forecast.
- *Debt Service* is forecasted to increase by approximately \$1.0 million for the sales tax sharing agreement for the Goodman Commerce Center traffic improvements. The development agreement was approved by Council in November 2016 and amended in 2018 to include a sales tax sharing reimbursement for a grand total of \$4.5 million. A budget appropriation accompanies this forecast.
- *Transfers Out* is expected to increase by a total of \$1.4 million. A portion, \$212,540 due to the additional expense incurred in the streetlight LED retrofit project. When the original debt financing was finalized,

the estimated number of poles the City would purchase was 4,039. However, at the time of purchase the pole count increased to 4,107, causing costs to rise. Additionally, some of the poles were determined to be a newer vintage, causing the cost per pole to increase from \$718.78 to \$881.64 per pole. As the City's debt financing was complete, the funding for the additional cost was agreed to be paid from the General Fund. A portion of the rebate funds mentioned above in the revenue section will be transferred out of the General Fund and into the Capital Projects fund to cover the additional costs of the streetlight poles.

Transfers out will also increase \$470,700 in order to facilitate proper funding in the debt service fund to pay principal and interest payments for the streetlight acquisition debt payments.

Transfers out will also increase by \$700,000 to appropriately balance the CIP fund. A transfer from the prior year budget was not processed, thereby causing a shortage in the CIP fund.

A budget appropriation accompanies these forecasts.

Expenditures by Department

The attached General Fund Forecast by Department (Attachment A.1) illustrates the revised revenues, expenditures, for the General Fund. The noteworthy changes between the Adjusted Budget and Mid-Year Adjusted budget include:

- *General Services* includes departments such as City Council, City Clerk, City Manager, Finance, and Communications, expenditures are forecasted to decrease by \$2.5 million due to large increases in General Government, including Capital Outlay, Debt Service, and Transfers Out. Building maintenance and Information Technology is also expected to increase.
- *Community Development* includes divisions such as Planning, Building and Safety, Engineering, and Public Works. Costs in Public Works are expected to increase by \$1.4 million due primarily to the project for the Limonite Bridge Expansion approved in May 2019 that was approved by Council, however the budget was not allocated in the system. This project will be reimbursed by Transportation Uniform Mitigation Fees (TUMF) through WRCOG upon completion of the project.
- *Public Safety* expenditures are forecasted to stay on target with the adjusted budget. Public Safety includes Law Enforcement, Fire Services, Animal Control, and Crossing Guards.

General Fund Forecast Summary

Revenues are forecasted at \$31.0 million. The figure includes all general taxes, fees, fines, interest, and miscellaneous income, including funding allocated for the restricted fire fund. Net of the fire fund, general fund revenues are forecasted at \$24.6 million, with \$6.4 million in revenues attributable to the property tax restricted to fire operations. Expenditures are forecasted at \$30.6 million. Again, this figure includes all general expenditures, including the restricted fire fund. Net of the fire fund, the general fund expenditures are forecasted at \$23.7 million, with \$6.9 million in expenditures attributable to fire operations.

The general fund net revenue is \$808,030. The fire fund net revenue is (\$489,232), a deficit largely due to increased contract costs exceeding revenue generation including roof repair and maintenance to Station No. 27. The fire fund is currently equipped with forecasted reserve balances of \$10 million to offset this deficit.

SUMMARY OF OTHER FUNDS

The attached Other Fund Forecast (Attachment B) illustrates the revised revenues, expenditures, for the Special Revenue Funds, Capital Project Funds, and Debt Service Funds. The noteworthy changes at mid-year in the Other Funds are:

- *Gas Tax* revenues are forecasted to remain on target for the remainder for the fiscal year. Expenditures are expected to increase approximately \$75,000 for additional traffic signal maintenance and repairs. A budget appropriation accompanies the expenditure forecast. Available fund balance at June 30, 2020 is forecasted at \$3.0 million.
- *Area Drainage Plan* revenues are forecasted to exceed budget for the remainder of the fiscal year. A budget appropriation of \$859,000 is requested to recognize revenue from Riverside County for the remainder of fund balance due to the City of Eastvale.
- *Measure A* revenues are forecasted to remain on target for the remainder of the fiscal year.
- *Debt Service* revenues are forecasted to increase \$470,000 due to a transfer in from the general fund to cover the annual debt service payment for the SCE Streetlight Acquisition and Retrofit project. An appropriation request accompanies this forecast.
- *Capital Project Fund* revenues are forecasted to exceed the original budget due to a new transfer in from the general fund for the roofing project approved by Council in January 2020. Expenditures are also expected to increase for the roofing project, funds for the roofing project were appropriated by Council in January 2020. Transfers in from the general fund are expected to increase by \$912,540 to cover negative fund balance and expenditures related to the SCE Streetlight Acquisition and Retrofit project. An appropriation request accompanies this forecast.

GENERAL FUND AND OTHER FUND AVAILABLE RESOURCES

The Beginning Balance for the Mid-Year Budget reflects the Fiscal Year 2018-19 audited ending balance. The major changes to the Reserve Balance from the Adopted Budget to the Mid-Year Adjusted Budget are:

- The general fund is anticipated to end the FY2019-20 fiscal year with an estimated fund balance of \$42.5 million.
 - The Fire Fund represents \$10.0 million and the general fund represents \$32.5 million. The total Fire Fund fund-balance is restricted for fire operations.
 - The General Fund Emergency Contingency (based upon 50% of expenditure appropriations) increases to \$13.0 million and is classified as committed reserve. The City continues to also maintain a \$1.5 million committed reserve for pension alternatives, \$1.0 million for public safety rate increase stabilization, and \$8.0 million for Civic Center and Library construction. Total projected unassigned general fund reserves are approximately 9.0 million.

- A majority of the special revenue funds are forecasted to finish the fiscal year with a positive fund balance. One fund with an expected negative fund balance is the Public Facilities Development Impact Fee (DIF) Fund, which is forecasted to finish the fiscal year at a negative balance. The Hamner Place Infrastructure Project located in the DIF fund is expected to receive a Storm Drain reimbursement from Riverside County Flood Control once the project is complete and will make the fund balance whole.
- The Capital Projects Fund is projected to end the fiscal year with a forecasted positive fund balance of due to a transfer of funding from the general fund.

SECTION 2:
GANN APPROPRIATIONS LIMIT

The Gann limit is calculated during the annual budget process and establishes a limit on the proceeds of taxes that may be appropriated in any given fiscal year. The workpapers are audited annually by the City's contracted external auditors. During a staff transition it was found that the City's Gann limit calculation merited corrections, spanning back to the prior adoption of the City's Gann limit in fiscal year 2012-13. On November 6, 2012 voters established a permanent appropriations limit of \$15,518,412. Year over year the City utilizes population and cost of living increases established by the California Department of Finance to recalculate the City's annual Gann limit. Minor corrections to prior year calculations were required based on a thorough review of calculations by a subject matter expert. Corrections have been retroactively applied. In addition, when the California Department of Finance releases the annual price and population letters, the population outlined for each city is estimated for the June 30 year end, as the letters are issued in Spring. As a result, there is always a discrepancy between the prior year's ending population number and the following year's beginning population number. The City can realize the difference in estimated year ending population figures and realized population figures by amending the Gann limit calculation annually. Council action on the attached Gann limit resolution will retroactively adopt the corrections for prior and current fiscal years. The workpapers were also updated to reflect the ability of the City to utilize exemptions in future years, including expenditures such as authorized capital and pension unfunded liability payments. Backup to the Gann Limit Resolution (Attachment E), lists the year over year changes to the City's Gann limit calculation.

SECTION 3:
MID-YEAR PERSONNEL UPDATES

As part of the City's on-going organizational development work, an assessment of immediate staffing needs has been conducted in order to deliver effective and efficient services to the community consistent with City Council priorities and the Strategic Plan. The proposed staffing changes will lend themselves to the furtherance of the Plan's identified objectives and take the organization to the next level in its evolution as a progressive and model City. The City is poised for continued growth and must execute leadership in taking proactive, rather than reactive steps to prepare for the resources and efforts needed in shaping the future of the City of Eastvale.

The following actions are proposed for inclusion in the Fiscal Year 2019-20 Mid-Year budget:

Reclassified Positions:

- 1) Reclassify one (1) City Clerk (Range 27) position to a new title: City Clerk/Communications Director (Range 31) to consolidate Management positions
- 2) Reclassify one (1) Intern (Range 1) position to an Office Specialist (Range 7) position within the Finance Department to assist with front counter and credit card payment transactions

Status Changes for Existing Positions:

- 1) Change one (1) Emergency Management Specialist (Range 14) position from part-time to full-time to enhance CERT, the train and retain program and provide administrative assistance in the Community Development Department
- 2) Change one (1) Street Sweeping Enforcement Officer (Range 8) position from part-time to full-time as opposed to the two part time positions previously budgeted. This would allow additional hours of enforcement to enhance the community throughout the day.

Modify Position Range:

- 1) Modify Deputy City Clerk from Range 14 to Range 16
*It should be noted that range 16 is in grouping uniform with Communication Specialist, Talent Specialist, and Accountant
- 2) Modify Executive Assistant from Range 16 to Range 19
*It should be noted that range 19 is in grouping uniform with Senior Accountant and Assistant City Clerk
- 3) Modify Talent & Special Projects Manager from Range 25 to Range 27
*It should be noted that range 27 is in grouping uniform with Economic Development Manager, Planning Manager, and Community Enhancement and Safety Manager

Defunded Positions:

- 1) Defund one (1) Public Information Officer position
- 2) Defund one (1) Intern position from the Finance Department

Miscellaneous Removal and Clean up:

- 1) Remove "Y" rate from salary schedule and range table as there are no longer any employees that fall under that category
- 2) Remove Emergency Management Coordinator from Salary Schedule

The proposed modifications to staffing and recommended salary ranges are in line with the City's efforts to deliver Strategic Plan target areas, priorities and goals. Furthermore, these ranges keep Eastvale competitive

in the labor market for attracting and retaining “top notch” staff. Grouping similar classifications for uniformity allows current staff to further develop within the City of Eastvale.

Strategic Plan Action – Priority Level: N/A | Target #: 5 | Goal #: 1

Enhance transparency and open government.

Strategic Plan Action – Priority Level: 1A | Target #: 5 | Goal #: 1

Strengthen Organizational Development and Effectiveness

Fiscal Impact

SECTION 1 MID-YEAR BUDGET ANALYSIS:

The proposed resolutions and reports are technical in nature and will enable the Finance Director to make necessary budget adjustments to the accounts for the City of Eastvale. The effect of these adjustments will be to change estimated revenues and/or expenditures as presented in the attachments. The net impact of these adjustments is illustrated on the Available Resources Summary (Attachment C). Implementing the recommended adjustments will supply proper information for fiscal year 2020-21 budget preparation.

SECTION 2 GANN APPROPRIATIONS LIMIT:

Adjustment to the City’s Gann appropriation limit ensures that future fiscal year calculations are correctly implemented, the adjustment does not affect the fiscal year 2019-20 budget.

SECTION 3 PERSONNEL UPDATES:

The net elimination defunded positions create a total salary and benefit budget savings of \$4,114 for this fiscal year (see table below).

The elimination of the full time Public Information Officer at range 22 will save 133,877 in budget.

The current City Clerk position is at range 27 and the new City Clerk/Communications Director will be at range 31. Additional budget for the proposed change to the City Clerk/ Communications Director total \$38,382, including salary and benefits.

The current Deputy City Clerk position is at range 14, and the new proposed range is 16. Additional budget for the proposed change to the two current Deputy City Clerk positions total \$13,783.

The current Executive Assistant position is at range 16, and the new proposed range is 19. Additional budget for the proposed change to Executive Assistant total \$11,745, including salary and benefits.

The current Talent and Special Projects Manager position is at range 25, with the new proposed range at 27. Additional budget for the proposed change to the Talent and Special Projects Manager total \$18,098.

The current part time Emergency Management Specialist position is currently a fully benefitted and CalPERS enrolled. The changes in budget reflect an additional 500 hours per year of base hours, plus benefits associated with the additional hours. Additional budget for the proposed changes to the Emergency Management Specialist total \$34,652, including salary and benefits.

The current part time Intern position is unbenefitted. The new part time Office Specialist will be benefitted and enrolled in CalPERS from the appointment date forward. The changes in budget reflect an additional 500 hours per year of base hours, plus benefits with the additional hours. Additional budget for the proposed changes to the Intern/Office Specialist total \$26,585, including salary and benefits.

The current Street Sweeping Enforcement positions total 1.25 full time equivalents, consisting of two part time positions. The proposed change includes eliminating both part time positions and creating one full time position for a total full time equivalent of 1.0. This change will save \$13,483 in budget.

The figures illustrated below include top step in each range and all benefits. Budget is calculated based on a full fiscal year. Note: not all staff are currently earning top step salary and full benefits. Subsequently, a total of .75 full time equivalent positions has been reduced overall.

Position Title	Action	Range	Change	Total Projected Budget Costs (Savings)	Difference Per Position
Public Information Officer	Eliminate	22	(1.00)	(133,877)	(133,877)
City Clerk	Eliminate	27	(1.00)	(165,440)	
City Clerk/Communications Director	Add	31	1.00	203,822	38,382
Deputy City Clerk	Eliminate	14	(2.00)	(196,667)	
Deputy City Clerk	Add	16	2.00	210,450	13,783
Executive Assistant	Eliminate	16	(1.00)	(106,933)	
Executive Assistant	Add	19	1.00	118,678	11,745
Talent and Special Projects Manager	Eliminate	25	(1.00)	(153,259)	
Talent and Special Projects Manager	Add	27	1.00	171,357	18,098
Emergency Management Spec	Eliminate	14	(0.75)	(62,636)	
Emergency Management Spec	Add	14	1.00	97,288	34,652
Intern	Eliminate	1	(0.50)	(19,930)	
Office Specialist	Add	7	0.75	46,515	26,585
Street Sweeping Enforcement Officer (2PT)	Eliminate	8	(1.25)	(91,118)	
Street Sweeping Enforcement Officer (1FT)	Add	8	1.00	77,635	(13,483)
Total			(0.75)	(4,114)	(4,114)

Council action on the proposed personnel updates will not require changes to the Fiscal Year 2019-20 budget.

Prior City Council/Commission Action

Resolution No. 19-17 adopting an operating and capital improvement budget for the fiscal year July 1, 2019 through June 30, 2020.

Resolutions No. 13-20, 14-27, 15-20, 16-27, 17-51, 18-27, and 19-18 establishing current and prior year Gann limit appropriations.

Attachment(s)

- Attachment "A" Mid-Year Projections – General Fund

2. Attachment "B" Mid-Year Projections – Other Funds
3. Attachment "C" Mid-Year Projections – Available Resources
4. Resolution No. 20-XX Mid-Year Budget Appropriation
5. Attachment "D" Council Appropriation Schedule
6. Resolution No. 20-XX Gann Appropriation Limit Amendment
7. Attachment "E" Gann Appropriations Limit Schedule,
8. Resolution No. 20-XX Establishing the Revised List of Authorized Positions for the Mid-Year 2019-2020 Budget
9. Resolution No. 20-XX Authorizing the Amendments to the City's Salary Schedule and Range Table
10. Attachment "F" Salary Schedule
11. Attachment "G" Range Table

Attachment "A.1"

CITY OF EASTVALE
 Mid-Year Budget
 Fiscal Year 2019-2020
 General Fund Forecast by Departments

Description	Restated Audited Actuals 6/30/2018	Restated Audited Actuals 6/30/2019	Adjusted Budget FY 2019-20	Actual 1/24/2020	% Budget Used	Forecasted Actuals 6/30/2019	Amount Over(Under) Budget 2019-20	Council Appropriation Request 2019-20	Mid-Year Adjusted Budget 2019-20
GENERAL FUND									
Revenues									
Property Taxes	2,580,713	2,714,215	2,622,733	997,393	38%	2,622,833	100	-	2,622,733
Property Taxes (Restricted for Fire Services)	5,987,415	6,345,925	6,085,042	2,347,997	39%	6,385,042	300,000	300,000	6,385,042
Sales & Use Tax	9,077,639	9,609,575	9,735,138	3,847,573	40%	9,735,138	-	-	9,735,138
Franchise Fees	1,552,260	1,544,629	1,545,000	645,130	42%	1,540,000	(5,000)	-	1,545,000
Other Taxes	361,715	346,363	350,000	148,113	42%	350,000	-	-	350,000
License, Permits & Fees	3,839,193	3,536,176	3,750,000	1,569,606	42%	3,412,968	(337,032)	-	3,750,000
Fines, Penalties & Forfeitures	742,476	854,887	620,700	214,590	35%	458,387	(162,313)	-	620,700
Intergovernmental	4,335,926	5,367,503	4,857,294	-	0%	4,857,294	-	-	4,857,294
Use of Money & Property	402,465	537,343	550,000	451,275	82%	609,705	59,705	-	550,000
Miscellaneous	75,361	86,322	52,500	6,089	12%	468,494	415,994	413,918	466,418
Transfers	1,509,249	22,109	542,907	-	0%	542,907	-	-	542,907
Total General Fund Revenues	30,464,412	30,965,048	30,711,314	10,227,768	33%	30,982,768	271,454	713,918	31,425,232
<i>Net Fire Fund</i>	<i>24,476,997</i>	<i>24,619,122</i>	<i>24,626,272</i>	<i>7,879,771</i>		<i>24,597,726</i>	<i>(28,546)</i>	<i>413,918</i>	<i>25,040,190</i>
Expenditures									
General Services									
100 City Council	171,559	290,786	203,463	61,004	30%	116,936	(86,527)	-	203,463
110 City Attorney	236,943	328,893	390,740	159,367	41%	390,740	-	-	390,740
120 City Clerk	267,753	405,178	475,578	226,771	48%	356,461	(119,117)	-	475,578
200 City Manager	657,309	1,024,849	762,653	391,760	51%	630,423	(132,230)	-	762,653
210 Finance	615,579	707,733	859,547	374,524	44%	654,029	(205,518)	-	859,547
220 Talent Attraction and Development	279,291	370,561	614,828	337,437	55%	579,650	(35,178)	-	614,828
240 Information Technology	201,327	403,439	366,000	212,484	58%	450,200	84,200	80,000	446,000
260 Communications	-	5,051	516,194	164,181	32%	365,375	(150,819)	-	516,194
290 General Government	26,820	4,526,798	523,504	(24,923)	-5%	2,439,564	1,916,060	2,383,240	2,906,744
295 Building Maintenance	183,125	752,448	702,900	239,380	34%	772,352	69,452	68,000	770,900
Subtotal General Services	2,639,705	8,815,735	5,415,407	2,141,984	40%	6,755,730	1,340,323	2,531,240	7,946,647
Community Development									
300 Planning	1,134,802	1,212,827	1,121,000	393,749	35%	628,227	(492,773)	-	1,121,000
301 Administration	-	6,619	1,226,477	278,525	23%	1,042,449	(184,028)	-	1,226,477
310 Building & Safety	2,135,032	2,237,505	1,976,000	965,221	49%	1,690,542	(285,458)	-	1,976,000
320 Engineering	97,065	125,097	100,000	80,872	81%	121,308	21,308	-	100,000
330 Community Engagement & Safety	500,240	726,192	1,047,391	437,686	42%	756,775	(290,616)	-	1,047,391
500 Public Works	104,374	247,268	180,600	385,198	213%	1,680,364	1,499,764	1,394,089	1,574,689

Description	Restated Audited Actuals 6/30/2018	Restated Audited Actuals 6/30/2019	Adjusted Budget FY 2019-20	Actual 1/24/2020	% Budget Used	Forecasted Actuals 6/30/2019	Amount Over(Under) Budget 2019-20	Council Appropriation Request 2019-20	Mid-Year Adjusted Budget 2019-20
Subtotal Community Development	3,971,513	4,555,508	5,651,468	2,541,251	45%	5,919,665	268,197	1,394,089	7,045,557
Public Safety									
400 Law Enforcement	8,231,990	8,424,368	10,684,888	3,084,383	29%	10,702,244	17,356	-	10,684,888
420 Fire Services (Restricted)	4,922,805	4,736,731	6,870,225	1,336,655	19%	6,874,274	4,049	-	6,870,225
430 Animal Control	251,418	229,552	331,619	114,785	35%	331,619	-	-	331,619
440 Crossing Guards	68,388	75,765	80,438	40,385	50%	80,438	-	-	80,438
Subtotal Public Safety	13,474,602	13,466,417	17,967,170	4,576,207	25%	17,988,575	21,405	-	17,967,170
<i>Net Fire Fund</i>	<i>8,551,797</i>	<i>8,729,686</i>	<i>11,096,945</i>	<i>3,239,552</i>		<i>11,114,301</i>	<i>17,356</i>	<i>-</i>	<i>11,096,945</i>
Total General Fund Expenditures	20,085,820	26,837,660	29,034,045	9,259,443	32%	30,663,970	1,629,925	3,925,329	32,959,374
<i>Net Fire Fund</i>	<i>15,163,015</i>	<i>22,100,929</i>	<i>22,163,820</i>	<i>7,922,787</i>		<i>23,789,696</i>	<i>1,625,876</i>	<i>3,925,329</i>	<i>26,089,149</i>
TOTAL NET REVENUE	10,378,592	4,127,387	1,677,269	968,325		318,798	(1,358,471)	3,211,411	64,384,606
Fire Fund Only Net Revenue	1,064,610	1,609,194	(785,183)	1,011,342		(489,232)	295,951	300,000	(485,183)
General Fund Only Net Revenue	9,313,982	2,518,193	2,462,452	(43,017)		808,030	(1,654,422)	(3,511,411)	(1,048,959)

Attachment "A.2"

CITY OF EASTVALE
 Mid-Year Budget
 Fiscal Year 2019-2020
 General Fund Forecast by Categories

Description	Restated Audited Actuals 6/30/2018	Restated Audited Actuals 6/30/2019	Adjusted Budget FY 2019-20	Actual 1/24/2020	% Budget Used	Forecasted Actuals 6/30/2019	Amount Over(Under) Budget 2019-20	Council Appropriation Request 2019-20	Mid-Year Adjusted Budget 2019-20
GENERAL FUND									
Revenues									
Property Taxes	2,580,713	2,714,215	2,622,733	997,393	38%	2,622,833	100	-	2,622,733
Property Taxes (Restricted for Fire Services)	5,987,415	6,345,925	6,085,042	2,347,997	39%	6,385,042	300,000	300,000	6,385,042
Sales & Use Tax	9,077,639	9,609,575	9,735,138	3,847,573	40%	9,735,138	-	-	9,735,138
Franchise Fees	1,552,260	1,544,629	1,545,000	645,130	42%	1,540,000	(5,000)	-	1,545,000
Other Taxes	361,715	346,363	350,000	148,113	42%	350,000	-	-	350,000
License, Permits & Fees	3,710,426	3,536,176	3,750,000	1,569,606	42%	3,412,968	(337,032)	-	3,750,000
Fines, Penalties & Forfeitures	725,852	854,887	620,700	214,590	35%	458,387	(162,313)	-	620,700
Intergovernmental	4,391,804	5,367,503	4,857,294	-	0%	4,857,294	-	-	4,857,294
Use of Money & Property	326,057	537,343	550,000	451,275	82%	609,705	59,705	-	550,000
Miscellaneous	53,236	86,322	52,500	6,089	12%	468,494	415,994	413,918	466,418
Transfers	364,312	22,109	542,907	-	0%	542,907	-	-	542,907
Total General Fund Revenues	29,131,429	30,965,048	30,711,314	10,227,768	33%	30,982,768	271,454	713,918	31,425,232
Expenditures									
Salaries	939,024	1,602,094	2,767,069	1,302,189	47%	1,901,359	(865,710)	-	2,767,069
Benefits	391,865	622,823	1,066,322	459,255	43%	668,883	(397,439)	-	1,066,322
Staff Development	45,796	76,152	96,000	34,464	36%	105,671	9,671	-	96,000
Contract Services	14,115,189	14,348,503	18,818,130	5,390,690	29%	18,763,603	(54,527)	80,000	18,898,130
Maintenance	68,953	98,317	335,000	97,551	29%	452,110	117,110	68,000	403,000
Operations	4,358,667	5,241,062	5,478,824	1,647,669	30%	4,533,360	(945,464)	-	5,478,824
Capital Outlay	162,832	3,848,709	472,700	327,510	69%	1,855,629	1,382,929	1,394,089	1,866,789
Debt Service	-	-	-	-	0%	1,000,000	1,000,000	1,000,000	1,000,000
Transfers Out	3,495	1,000,000	-	115	0%	1,383,355	1,383,355	1,383,240	1,383,240
Subtotal General Fund Expenditure	20,085,820	26,837,660	29,034,045	9,259,443	32%	30,663,970	1,629,925	3,925,329	32,959,374
NET REVENUE	9,045,609	4,127,387	1,677,269	968,325		318,798	(1,358,471)	(3,211,411)	(1,534,142)

Attachment "B"

CITY OF EASTVALE
Mid-Year Budget
Fiscal Year 2019-2020
Other Fund Forecast

Description	Restated Audited Actuals 6/30/2018	Restated Audited Actuals 6/30/2019	Adjusted Budget FY 2019-20	Actual 1/24/2020	% Budget Used	Forecasted Actuals 6/30/2019	Amount Over(Under) Budget 2019-20	Council Appropriation Request 2019-20	Mid-Year Adjusted Budget 2019-20
OTHER FUNDS									
Revenues									
200 Gas Tax	1,584,924	1,384,225	1,730,882	2,471,231	143%	1,732,031	1,149	-	1,730,882
201 SB1	379,072	1,189,225	1,075,456	521,841	49%	1,075,456	-	-	1,075,456
206 Area Drainage Plan (ADP)	-	-	-	859,965	0%	859,000	859,000	859,000	859,000
210 Measure A	1,444,455	1,547,055	1,471,000	490,704	33%	1,471,000	-	-	1,471,000
220 AQMD	85,188	88,123	77,000	23,140	30%	33,387	(43,613)	-	77,000
240 Miscellaneous Grants	298,652	1,672,558	2,095,003	451	0%	2,095,454	451	-	2,095,003
250 Community Development Block Grant	58,225	275,889	135,485	337,327	249%	337,327	201,842	-	135,485
290 Transportation DIF	396,613	146,283	513,500	185,460	36%	513,500	-	-	513,500
291 Fire DIF	427,076	74,699	385,000	60,290	16%	87,421	(297,579)	-	385,000
292 Public Facilities DIF	790,295	131,970	720,000	239,700	33%	720,000	-	-	720,000
293 Road and Bridge Benefit District	986,377	45,299	385,000	31,657	8%	31,657	(353,343)	-	385,000
500 Debt Service	-	-	-	-	0%	470,700	470,700	470,700	470,700
600 Capital Projects	(395)	5,491,640	-	2,705	0%	915,245	915,245	912,540	912,540
Total Other Fund Revenues	6,450,482	12,046,967	8,588,326	5,224,471	\$ 0.61	10,342,178	1,753,852	2,242,240	10,830,566
Expenditures									
200 Gas Tax	1,343,370	3,245,223	2,939,366	474,978	16%	3,481,998	542,632	75,000	3,014,366
205 SB1	378,604	1,101,096	1,220,000	-	0%	1,220,000	-	-	1,220,000
206 Area Drainage Plan (ADP)	-	-	-	-	0%	-	-	-	-
210 Measure A	1,716,277	2,643,996	3,412,110	894,164	26%	3,485,133	73,023	-	3,412,110
220 AQMD	27,301	57,592	48,239	10,000	21%	52,239	4,000	-	48,239
240 Miscellaneous Grants	1,292,159	494,682	1,233,223	62,219	5%	1,234,309	1,086	-	1,233,223
250 Community Development Block Grant	39,563	518,685	-	816	0%	30,810	30,810	-	-
290 Transportation DIF	198,255	4,589	96,600	-	0%	96,600	-	-	96,600
291 Fire DIF	126,261	2,405	9,092	-	0%	9,092	-	-	9,092
292 Public Facilities DIF	117,728	3,020,708	3,767,638	37,180	0%	1,782,808	(1,984,830)	-	3,767,638
293 Road and Bridge Benefit District	-	-	25,000	-	0%	25,000	-	-	25,000
500 Debt Service	-	-	470,700	234,350	50%	470,700	-	-	470,700
600 Capital Projects	90	5,159,176	1,000,000	104,578	10%	1,223,359	223,359	212,540	1,212,540
Subtotal Other Fund Expenditures	5,239,608	16,248,152	14,221,968	1,818,285	13%	13,112,047	(1,109,921)	287,540	14,509,508
NET REVENUE	1,210,874	(4,201,185)	(5,633,642)	3,406,186		(2,769,869)	2,863,773	1,954,700	(3,678,942)

Attachment "C"

CITY OF EASTVALE
 Mid-Year Budget
 Fiscal Year 2019-2020
 Available Resources Summary

Fund Name & Type	Restated	Restated	Mid-Year	Forecasted	Forecasted	Estimated
	Audited Fund Balance 6/30/2018	Audited Fund Balance 6/30/2019	Adjusted Expenditure Budget 2019-20	Revenues 2019-20	Expenditures 2019-20	Available Balance 6/30/2020
GENERAL FUNDS						
General Fund	\$ 29,746,867	\$ 31,928,309	\$ 26,089,149	\$ 24,388,021	\$ 23,789,696	\$ 32,526,634
Fire Fund	8,322,751	10,342,639	6,870,225	\$ 6,594,747	\$ 6,874,274	10,063,112
TOTAL General Funds	38,069,618	42,270,948	32,959,374	30,982,768	30,663,970	42,589,746
SPECIAL REVENUE FUNDS						
Gas Tax Fund	\$ 6,617,612	\$ 4,756,146	3,014,366	\$ 1,732,031	\$ 3,481,998	\$ 3,006,179
Road Maintenance and Rehabilitation Fund	-	88,598	1,220,000	1,075,456	1,220,000	(55,946)
Area Drainage Plan (ADP)	-	-	-	859,000	-	859,000
Measure A Fund	4,405,953	3,309,012	3,412,110	1,471,000	3,485,133	1,294,878
Air Quality Management District	288,560	319,092	48,239	33,387	52,239	300,240
Law Enforcement Grants	-	-	-	-	-	-
Miscellaneous Grants Fund	(1,125,600)	52,277	1,233,223	2,095,454	1,234,309	913,422
Community Development Block Grant	(38,917)	(281,714)	-	337,327	30,810	24,803
Local Law Enforcement Services	-	42,551	65,000	139,502	154,033	28,019
Road and Bridge Benefit District	5,984,737	6,030,036	25,000	31,657	25,000	6,036,693
Development Impact Fees	5,125,984	2,451,234	3,873,330	1,320,921	1,888,500	1,883,655
Benefit Assessment District 2014-2	3,773	5,515	-	4,387	2,512	7,390
Lighting and Landscape Maintenance	1,345,265	1,569,915	-	28,817	34,491	1,564,240
TOTAL Special Revenue Funds	27,733,353	18,342,662	12,891,268	10,449,859	13,497,525	17,746,230
DEBT SERVICE FUND						
General Debt Service Fund	\$ -	\$ -	\$ 470,700	\$ 470,700	\$ 470,700	\$ -
TOTAL Debt Service Fund	-	-	470,700	470,700	470,700	-
CAPITAL PROJECTS FUND						
General Capital Projects Fund	\$ (485)	\$ 331,979	\$ 1,212,540	\$ 915,245	\$ 1,223,359	\$ 23,866
TOTAL Capital Projects Fund	(485)	331,979	1,212,540	915,245	1,223,359	23,866
TOTAL	\$ 65,802,486	\$ 60,945,589	\$ 47,533,882	\$ 42,818,572	\$ 45,855,553	\$ 60,359,842
GENERAL FUNDS - FUND BALANCE RESERVES AND COMMITMENTS						
Total General Funds Estimated Reserves at 6/30/20						\$ 42,589,746
Restricted for Fire Operations					\$ 10,063,112	
Committed:						
Emergency Contingency (50% of Adopted Appropriations)					13,044,575	
Civic Center & Library Construction					8,000,000	
Public Safety Rate Increase Stabilization					1,000,000	
Pension Alternatives					1,500,000	
Total Restricted and Committed Reserves						33,607,686
Total General Funds Estimated Unassigned Reserves						\$ 8,982,060

RESOLUTION NO. 20-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
AMENDING ITS OPERATING AND CAPITAL BUDGET FOR THE 2019-2020 FISCAL
YEAR MID-YEAR REVIEW.**

WHEREAS, the budget for fiscal year 2019-2020 of the City of Eastvale has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Manager; and

WHEREAS, the City Administrator may transfer appropriations, between accounts, departments, programs, and funds, as long as those appropriations do not exceed the grand total budget approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. THE CITY COUNCIL OF THE CITY OF EASTVALE AMENDS ITS FISCAL YEAR 2019-2020 BUDGET AS DEFINED IN ATTACHMENT "D" TO THE STAFF REPORT ACCOMPANYING THIS RESOLUTION PER THE MID-YEAR REVIEW RECOMMENDATIONS.

PASSED, APPROVED AND ADOPTED this 12th day of February 2020.

Brandon Plott
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

Attachment "D"

CITY OF EASTVALE
 Mid-Year Budget
 Fiscal Year 2019-2020
 Council Appropriation Request

Account Number	Category	Fund Title	Department	Description	Council Appropriation	Comment
100-000-4700	Revenue	GENERAL FUND	NON DEPARTMENTAL	MISCELLANEOUS INCOME	413,918	Recognize WRCOG/SCE Rebate
<i>Fund 100 Total Revenue Appropriation</i>					<i>413,918</i>	
100-000-6960	Expenditure	GENERAL FUND	NON DEPARTMENTAL	TRANSFERS OUT TO CIP FUND	212,540	SCE Streetlight Acquisition and LED Retrofit project - additional funding for Siemens invoices, utilization of WRCOG/rebate funding - transfer out of general fund to CIP fund
100-000-6960	Expenditure	GENERAL FUND	NON DEPARTMENTAL	TRANSFERS OUT TO CIP FUND	700,000	Additional transfers required from the General Fund to cover projects in the CIP fund - transfer out of general fund to CIP fund
100-000-6831	Expenditure	GENERAL FUND	NON DEPARTMENTAL	SALES TAX SHARING AGREEMENT	1,000,000	50% sales tax sharing agreement dated 9/26/2018 for traffic improvements to the Goodman Commerce Center
100-240-6412	Expenditure	GENERAL FUND	INFORMATION TECH	TECHNOLOGY SERVICES	80,000	Recognize interwest billing error from FY2019 and additional services
100-290-6910	Expenditure	GENERAL FUND	GENERAL GOVERNMENT	TRANSFERS OUT TO OTHER FUNDS	470,700	Annual debt service payments for SCE Streetlight Acquisition and LED Retrofit- Transfer out of general fund to debt service fund for
100-295-6436	Expenditure	GENERAL FUND	BUILDING & FACILITIES	LANDSCAPE MAINTENANCE/REPAIR	50,000	Recognize additional landscape maintenance costs for City owned properties
100-295-6460	Expenditure	GENERAL FUND	BUILDING & FACILITIES	JANITORIAL	18,000	Recognize additional janitorial costs for City owned properties
100-510-6662	Expenditure	GENERAL FUND	STREETS	BRIDGES	1,394,089	Purchase order approved by Council in May 2019, however budget not included in CIP continuing appropriation for FY 2020 - Mark Thomas and Company bridge expansion/TUMF funding reimbursement PO586
<i>Fund 100 Total Expenditure Appropriation</i>					<i>3,925,329</i>	
Fund 100 Total Appropriation					4,339,247	
110-000-4000	Revenue	STRUCTURAL FIRE FUND	NON DEPARTMENTAL	BASE PROPERTY TAX (S)	300,000	Recognize additional property tax revenues
<i>Fund 110 Total Revenue Appropriation</i>					<i>300,000</i>	
Fund 110 Total Appropriation					300,000	

Account Number	Category	Fund Title	Department	Description	Council Appropriation	Comment
200-500-6442	Expenditure	GAS TAX FUND	PUBLIC WORKS	TRAFFIC SIGNAL MAINT/REPAIR	75,000	Additional Traffic Signal Maintenance and Repair, contract adjustment and PO request to come before Council at a later date
<i>Fund 200 Total Expenditure Appropriation</i>					75,000	
Fund 200 Total Appropriation					75,000	
206-000-4700	Revenue	AREA DRAINAGE PLAN (ADP) FUND	NON DEPARTMENTAL	MISCELLANEOUS INCOME	859,000	Recognize additional revenue for ADP close out disbursement from Riverside County
<i>Find 206 Total Revenue Appropriation</i>					859,000	
Find 206 Total Appropriation					859,000	
500-000-4910	Revenue	DEBT SERVICE FUND	NON DEPARTMENTAL	TRANSFER IN	470,700	Annual debt service payments for SCE Streetlight Acquisition and LED Retrofit- Transfer in from general fund to debt service fund
<i>Fund 500 Total Revenue Appropriation</i>					470,700	
Fund 500 Total Appropriation					470,700	
600-000-4910	Revenue	CAPITAL PROJECTS FUND	NON DEPARTMENTAL	TRANSFERS IN FROM OTHER FUNDS	212,540	SCE Streetlight Acquisition and LED Retrofit project - additional funding for Siemens invoices - transfer in from general fund to CIP fund
600-000-4910	Revenue	CAPITAL PROJECTS FUND	NON DEPARTMENTAL	TRANSFERS IN FROM OTHER FUNDS	700,000	Additional transfers required from the General Fund to cover projects in the CIP fund - transfer in from general fund to CIP fund
<i>Fund 600 Total Revenue Appropriation</i>					912,540	
600-500-6680	Expenditure	CAPITAL PROJECTS FUND	PUBLIC WORKS	STREET LIGHTS	212,540	SCE Streetlight Acquisition and LED Retrofit project - additional funding for Siemens invoices - expenditure appropriation
<i>Fund 600 Total Expenditure Appropriation</i>					212,540	
Fund 600 Total Appropriation					1,125,080	

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE APPROPRIATIONS LIMIT FOR FISCAL YEARS 2013-2014 THROUGH FISCAL YEARS 2019-2020 PURSUANT TO ARTICLE XIII (B) OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIII (B) of the California Constitution requires local agencies to adopt a limit on its appropriations, and provides for how the appropriations limit may be adjusted each year based on 1) either the growth in the California Per Capita Income or the growth in the non-resident assessed valuation due to new construction, and 2) the changes in population within either its own jurisdiction or the county in which the agency is located; and

WHEREAS, the City Council of the City of Eastvale adopted Resolution 10-16 on October 1, 2010 establishing a provisional appropriations limit of \$13,938,809 as determined by the Riverside Local Agency Formation Commission; and

WHEREAS, the voters of the City at the first municipal election held on November 6, 2012 established a permanent appropriations limit for Fiscal Year 2012-2013 of \$15,518,412 under the provisions of Government Code Section 56812; and

WHEREAS, the City Council of the City of Eastvale adopted Resolution 13-20 on June 12, 2013 establishing the fiscal year 2013-2014 appropriations limit, Resolution 14-27 on June 11, 2014 establishing the fiscal year 2014-2015 appropriations limit, Resolution 15-20 on June 10, 2015 establishing the fiscal year 2015-2016 appropriations limit, Resolution 16-27 on June 22, 2016 establishing the fiscal year 2016-2017 appropriations limit, Resolution 17-51 establishing the fiscal year 2017-2018 appropriations limit, Resolution 18-27 on June 27, 2018 establishing the fiscal year 2018-2019 appropriations limit, and Resolution 19-18 on May 22, 2019 establishing the fiscal year 2019-20 appropriations limit; and

WHEREAS, pursuant to said Article XIII (B) of the California Constitution, the City Council of the City deems it to be in the best interest of the City of Eastvale to amend the appropriations limit for Fiscal Years 2013-2014, 2014-2015, 2015-2016, 2017-2018, 2018-2019, and 2019-2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. the City Council of the City of Eastvale, California, does hereby resolve, declare, determine, and order that said appropriations limit for Fiscal Years 2013-2014, 2014-2015, 2015-2016, 2017-2018, 2018-2019, and 2019-2020 be amended according to Attachment "E" to the staff report accompanying this Resolution, calculated pursuant to

Government Code §7901 using the growth factor in the California Per Capita Income and change in population for the City of Eastvale, Riverside County, of as reported by the California Department of Finance.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2020.

Brandon Plott
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

**APPROPRIATIONS LIMIT
Worksheet No. 6**

NEW CALCULATIONS

Prior Year Pop	64,855	64,613	63,162	60,633	59,185	57,251	55,602
Adjusted Pop	66,078	64,855	64,613	63,162	60,633	59,185	57,251
New % Increase	0.018857451	0.003745376	0.022972673	0.04170996	0.024465659	0.033781069	0.029657207

Budget

	<u>Fiscal Year 2019-2020</u>		<u>Fiscal Year 2018-2019</u>		<u>Fiscal Year 2017-2018</u>		<u>Fiscal Year 2016-2017</u>		<u>Fiscal Year 2015-2016</u>		<u>Fiscal Year 2014-2015</u>		<u>Fiscal Year 2013-2014</u>		<u>Fiscal Year 2012-2013</u>	
A. Permanent Limit (12/13)	\$	23,077,364	\$	21,455,814	\$	20,227,047	\$	18,427,772	\$	17,325,263	\$	16,797,449	\$	15,518,412	\$	14,547,298
B. Adjustment Factors	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>
1. Inflation	3.85	1.0385	3.67	1.0367	3.69	1.0369	5.37	1.0537	3.82	1.0382	(0.23)	0.9977	5.12	1.0512	2.80	1.0280
2. Population	1.89	1.0189	3.75	1.0375	2.30	1.0230	4.17	1.0417	2.45	1.0245	3.38	1.0338	2.97	1.0297	3.77	1.0377
Total Adjustments	1.0581		1.0756		1.0607		1.0976		1.0636		1.0314		1.0824		1.0668	
C. Proposed Limit	<u>\$</u>	<u>24,418,797</u>	<u>\$</u>	<u>23,077,364</u>	<u>\$</u>	<u>21,455,814</u>	<u>\$</u>	<u>20,227,047</u>	<u>\$</u>	<u>18,427,772</u>	<u>\$</u>	<u>17,325,263</u>	<u>\$</u>	<u>16,797,449</u>	<u>*</u>	<u>\$ 15,518,412</u>

Note:
Use the greater of County Total or City population change.

* Permanent Approp Limit adopted
at \$15,518,412 by electorate.

APPROPRIATIONS LIMIT
Worksheet No. 6

OLD CALCULATIONS

City of Eastvale
Fiscal Year 2019-2020
Budget

	<u>Fiscal Year 2019-2020</u>		<u>Fiscal Year 2018-2019</u>		<u>Fiscal Year 2017-2018</u>		<u>Fiscal Year 2016-2017</u>		<u>Fiscal Year 2015-2016</u>		<u>Fiscal Year 2014-2015</u>		<u>Fiscal Year 2013-2014</u>		<u>Fiscal Year 2012-2013</u>	
A. Permanent Limit		\$ 22,486,354		\$ 21,310,984		\$ 20,108,202		\$ 18,377,718		\$ 17,268,091		\$ 16,746,879		\$ 15,518,412		\$ 14,547,298
B. Adjustment Factors	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>	<u>% Change</u>	<u>Ratio</u>
1. Inflation	3.85	1.0385	3.67	1.0367	3.69	1.0369	5.37	1.0537	3.82	1.0382	(0.23)	0.9977	5.12	1.0512	2.80	1.0280
2. Population	1.47	1.0147	1.78	1.0178	2.21	1.0221	3.84	1.0384	2.51	1.0251	3.35	1.0335	2.66	1.0266	3.77	1.0377
Total Adjustments		1.0538		1.0552		1.0598		1.0942		1.0643		1.0311		1.0792		1.0668
C. Proposed Limit		<u>\$ 23,695,354</u>		<u>\$ 22,486,354</u>		<u>\$ 21,310,984</u>		<u>\$ 20,108,202</u>		<u>\$ 18,377,718</u>		<u>\$ 17,268,091</u>		<u>\$ 16,746,879</u>		* <u>\$ 15,518,412</u>

Note:
Use the greater of County Total or City population change.

* Permanent Approp Limit adopted
at \$15,518,412 by electorate.

RESOLUTION NO. 20-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
ESTABLISHING THE REVISED LIST OF AUTHORIZED POSITIONS FOR THE MID-YEAR
2019-2020 BUDGET, EFFECTIVE, FEBRUARY 12, 2020**

NOW, THEREFORE, the City Council of the City of Eastvale does hereby resolve, determine, and order that the approved List of Authorized Positions in the City of Eastvale adopted budget for fiscal year 2019/20 shall be amended, effective February 12, 2020, as shown below:

	2018-2019 Approved	2018-2019 Mid-Year	2019-2020 Approved	2019-2020 Proposed Mid-Year
<u>CITY MANAGER</u>				
City Manager	1.00	1.00	1.00	1.00
Assistant City Manager	1.00	1.00	0.00	0.00
Senior Management Analyst	1.00	1.00	1.00	1.00
Executive Assistant	0.00	0.00	1.00	1.00
Public Information Officer	0.00	1.00	1.00	0.00 (1.00 Decrease)
Talent & Special Projects Manager	1.00	1.00	1.00	1.00
Talent Specialist	0.00	0.00	1.00	1.00
Office Specialist	0.00	0.00	1.00	1.00
Intern	0.50	2.50	0.50	0.50
Total City Manager	6.25	9.50	9.50	6.50
<u>CITY CLERK/COMMUNICATION</u>				
City Clerk/Communications				
Director	1.00	1.00	1.00	1.00
Assistant City Clerk	0.00	0.00	0.00	0.00
Deputy City Clerk	2.00	2.00	2.00	2.00
Senior Office Specialist	0.75	0.75	0.75	0.75
Communication Specialist	1.75	2.00	2.00	2.00
Total City Clerk	3.75	3.75	3.75	5.75
<u>FINANCE</u>				
Finance Director/City Treasurer	1.00	1.00	1.00	1.00
Accounting Manager	0.00	0.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00
Senior Accounting Technician	1.00	1.00	1.00	1.00
Accounting Technician	1.75	2.00	1.00	1.00
Intern	0.50	0.50	0.50	0.00 (.50 Decrease)
Office Specialist	0.00	0.00	0.00	0.75 (.75 Increase)
Total Finance	5.25	5.50	5.50	5.75

COMMUNITY DEVELOPMENT

Community Development Director	0.00	1.00	1.00	1.00
Economic Development Manager	1.00	1.00	1.00	1.00
Management Analyst	0.00	0.00	1.00	1.00
Intern	0.00	0.00	0.50	0.50
Community Enhancement & Safety Manager	0.00	1.00	1.00	1.00
Senior CES Officer	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	2.00	2.00
Street Sweeping Enforcement Officer	1.00	2.00	1.25	1.00 (.25 Decrease)
Code Enforcement Technician	1.25	2.25	1.25	1.25
Emergency Management Specialist	0.50	1.00	0.75	1.00 (.25 Increase)
Office Specialist	1.00	1.00	1.00	1.00
Total Community Development	6.75	11.25	11.75	11.75
Totals	22.00	30.00	30.50	29.75

PASSED, APPROVED AND ADOPTED this 12th day of February, 2020.

Brandon Plott
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA TO AUTHORIZE AND APPROVE THE AMENDMENTS TO THE CITY'S SALARY SCHEDULE AND RANGE TABLE; TO ADD NEWLY APPROVED POSITION OF CITY CLERK/COMMUNICATIONS DIRECTOR; AND THE REVISED LIST OF AUTHORIZED POSITIONS FOR MID-YEAR 2019-2020 BUDGET.

WHEREAS, the City of Eastvale's Personnel Policies and Procedures ("Personnel Rules") require that the City classification titles and pay ranges, which shall be established from time to time, be adopted by resolution by the City Council; and

WHEREAS, the City Council desires to defund two (2) positions in the budget (Public Information Officer and Intern), to reclassify one (1) position to a new title (City Clerk to City Clerk/Communications Director), to reclassify one (1) position (Intern to Office Specialist), and to change the status of two (2) positions from part-time to full-time (Emergency Management Specialist and Street Sweeping Enforcement Officer); and

WHEREAS, the City Council requests to modify the range from 25 to 27 for the Talent & Special Projects Manager, the range for the Executive Assistant from 16 to 19 and for the Deputy City Clerk from range 14 to 16; and

WHEREAS, the City Council desires to remove "Y" rate and Emergency Management Coordinator from the approved salary schedule and range table; and

WHEREAS, the City Council chooses to amend the approved salary schedule and range table to conform to the aforementioned approved changes.

NOW, THEREFORE, the City Council of the City of Eastvale does hereby resolve, determine, and order as follows:

1. The above recitals are true and correct and are incorporated as a material part of this resolution.
2. The approved salary schedule referenced as Attachment "F" and range table referenced as Attachment "G" for the City of Eastvale shall be revised as shown in those attachments
3. This resolution adopting the revised salary schedule and range table are hereby adopted on February 12, 2020.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2020.

Brandon Plott
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

**CITY OF EASTVALE
SALARY SCHEDULE
EFFECTIVE DATE FEBRUARY 12, 2020-ATTACHMENT F**

TITLE	GROUP	FLSA	BASIS	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
Accountant	GENERAL	NE	MONTHLY	16	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98
Accounting Manager (At-Will)	MANAGEMENT	E	MONTHLY	22	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13
Accounting Technician	GENERAL	NE	MONTHLY	11	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13
Assistant City Clerk	GENERAL	NE	MONTHLY	19	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56
Assistant City Manager (At-Will)	MANAGEMENT	E	MONTHLY	35	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70	14,891.92	15,255.14
Assistant to City Manager (At-Will)	MANAGEMENT	E	MONTHLY	27	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28
City Clerk/ Communications Director (At-Will)	MANAGEMENT	E	MONTHLY	31	10,325.30	10,583.43	10,841.56	11,112.60	11,383.64	11,668.23	11,952.82	12,251.64	12,550.46	12,864.23	13,177.99	13,507.44	13,836.89
City Councilmember	ELECTED	N/A	MONTHLY	Ordinance 2010-01 provides for \$400 per month.													
City Manager (At-Will)	MANAGEMENT	E	ANNUAL	Contract \$210,000 annually (* City Manager Salary Effective 11/14/18).													
Communications Specialist	GENERAL	NE	MONTHLY	16	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98
Community Development Director (At-Will)	MANAGEMENT	E	MONTHLY	36	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70	14,891.92	15,225.14	15,636.52	16,017.90
Community Enhancement & Safety Technician	GENERAL	NE	MONTHLY	9	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37
Community Enhancement & Safety Manager (At-Will)	MANAGEMENT	E	MONTHLY	27	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28
Community Enhancement & Safety Officer	GENERAL	NE	MONTHLY	14	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72
Community Enhancement & Safety Supervisor	GENERAL	NE	MONTHLY	21	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88
Deputy City Clerk	GENERAL	NE	MONTHLY	16	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98
Deputy Finance Director (At-Will)	MANAGEMENT	E	MONTHLY	27	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28
Economic Development Manager (At-Will)	MANAGEMENT	E	MONTHLY	27	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28
Emergency Management Coordinator	PART-TIME	NE	HOURLY	25	40.32	41.33	42.33	43.39	44.45	45.56	46.67	47.84	49.01	50.23	51.46	52.74	54.03
Emergency Management Specialist	GENERAL	NE	MONTHLY	14	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72
Executive Assistant	GENERAL	NE	MONTHLY	16	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98
Finance Director/City Treasurer (At-Will)	MANAGEMENT	E	MONTHLY	34	10,841.54	11,112.58	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70
Intern	PART-TIME	NE	HOURLY	1			13.13	13.45	13.78	14.13	14.47	14.83	15.20	15.58	15.96	16.35	16.75
Management Analyst	GENERAL	NE	MONTHLY	19	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56
Office Specialist	GENERAL	NE	MONTHLY	7	2,903.89	2,976.49	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49
Public Information Officer (At-Will)	MANAGEMENT	E	MONTHLY	22	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13
Senior Accountant	GENERAL	NE	MONTHLY	19	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56
Senior Accounting Technician	GENERAL	NE	MONTHLY	14	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72
Senior Community Enhancement Officer	GENERAL	NE	MONTHLY	17	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83
Senior Management Analyst (At-Will)	MANAGEMENT	E	MONTHLY	22	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13
Senior Office Specialist	GENERAL	NE	MONTHLY	12	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64
Street Sweeping Enforcement Officer	GENERAL	NE	MONTHLY	8	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06
Talent and Special Projects Manager (At-Will)	MANAGEMENT	E	MONTHLY	27	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28
Talent Specialist	GENERAL	NE	MONTHLY	16	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98

Note: Reference the current budget for authorized and funded positions.

CITY OF EASTVALE RANGE TABLE EFFECTIVE FEBRUARY 12, 2020

5% Range Increase/2.5% Step Increase

Attachment "G"

<u>RANGE</u>	<u>AMOUNT</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>	<u>STEP H</u>	<u>STEP I</u>	<u>STEP J</u>	<u>STEP K</u>	<u>STEP L</u>	<u>STEP M</u>
1	Hourly			13.1266	13.4547	13.7829	14.1275	14.4720	14.8339	15.1957	15.5755	15.9554	16.3543	16.7532
	Biweekly			1,050.13	1,076.38	1,102.63	1,130.20	1,157.76	1,186.71	1,215.65	1,246.04	1,276.43	1,308.35	1,340.26
	Monthly			2,275.27	2,332.15	2,389.04	2,448.76	2,508.49	2,571.20	2,633.91	2,699.76	2,765.61	2,834.75	2,903.89
	Annually			27,303.28	27,985.86	28,668.44	29,385.15	30,101.86	30,854.41	31,606.95	32,397.13	33,187.30	34,016.99	34,846.67
2	Hourly	13.1266	13.4547	13.7829	14.1275	14.4720	14.8339	15.1957	15.5755	15.9554	16.3543	16.7532	17.1720	17.5909
	Biweekly	1,050.13	1,076.38	1,102.63	1,130.20	1,157.76	1,186.71	1,215.65	1,246.04	1,276.43	1,308.35	1,340.26	1,373.76	1,407.27
	Monthly	2,275.27	2,332.15	2,389.04	2,448.76	2,508.49	2,571.20	2,633.91	2,699.76	2,765.61	2,834.75	2,903.89	2,976.49	3,049.08
	Annually	27,303.28	27,985.86	28,668.44	29,385.15	30,101.86	30,854.41	31,606.95	32,397.13	33,187.30	34,016.99	34,846.67	35,717.83	36,589.00
3	Hourly	13.7829	14.1275	14.4720	14.8339	15.1957	15.5755	15.9554	16.3543	16.7532	17.1720	17.5909	18.0306	18.4704
	Biweekly	1,102.63	1,130.20	1,157.76	1,186.71	1,215.65	1,246.04	1,276.43	1,308.35	1,340.26	1,373.76	1,407.27	1,442.45	1,477.63
	Monthly	2,389.04	2,448.76	2,508.49	2,571.20	2,633.91	2,699.76	2,765.61	2,834.75	2,903.89	2,976.49	3,049.08	3,125.31	3,201.54
	Annually	28,668.44	29,385.15	30,101.86	30,854.41	31,606.95	32,397.13	33,187.30	34,016.99	34,846.67	35,717.83	36,589.00	37,503.73	38,418.45
4	Hourly	14.4720	14.8339	15.1957	15.5755	15.9554	16.3543	16.7532	17.1720	17.5909	18.0306	18.4704	18.9322	19.3939
	Biweekly	1,157.76	1,186.71	1,215.65	1,246.04	1,276.43	1,308.35	1,340.26	1,373.76	1,407.27	1,442.45	1,477.63	1,514.57	1,551.51
	Monthly	2,508.49	2,571.20	2,633.91	2,699.76	2,765.61	2,834.75	2,903.89	2,976.49	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61
	Annually	30,101.86	30,854.41	31,606.95	32,397.13	33,187.30	34,016.99	34,846.67	35,717.83	36,589.00	37,503.73	38,418.45	39,378.91	40,339.37
5	Hourly	15.1957	15.5755	15.9554	16.3543	16.7532	17.1720	17.5909	18.0306	18.4704	18.9322	19.3939	19.8788	20.3636
	Biweekly	1,215.65	1,246.04	1,276.43	1,308.35	1,340.26	1,373.76	1,407.27	1,442.45	1,477.63	1,514.57	1,551.51	1,590.30	1,629.09
	Monthly	2,633.91	2,699.76	2,765.61	2,834.75	2,903.89	2,976.49	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70
	Annually	31,606.95	32,397.13	33,187.30	34,016.99	34,846.67	35,717.83	36,589.00	37,503.73	38,418.45	39,378.91	40,339.37	41,347.86	42,356.34
6	Hourly	15.9554	16.3543	16.7532	17.1720	17.5909	18.0306	18.4704	18.9322	19.3939	19.8788	20.3636	20.8727	21.3818
	Biweekly	1,276.43	1,308.35	1,340.26	1,373.76	1,407.27	1,442.45	1,477.63	1,514.57	1,551.51	1,590.30	1,629.09	1,669.82	1,710.54
	Monthly	2,765.61	2,834.75	2,903.89	2,976.49	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18
	Annually	33,187.30	34,016.99	34,846.67	35,717.83	36,589.00	37,503.73	38,418.45	39,378.91	40,339.37	41,347.86	42,356.34	43,415.25	44,474.16
7	Hourly	16.7532	17.1720	17.5909	18.0306	18.4704	18.9322	19.3939	19.8788	20.3636	20.8727	21.3818	21.9164	22.4509
	Biweekly	1,340.26	1,373.76	1,407.27	1,442.45	1,477.63	1,514.57	1,551.51	1,590.30	1,629.09	1,669.82	1,710.54	1,753.31	1,796.07
	Monthly	2,903.89	2,976.49	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49
	Annually	34,846.67	35,717.83	36,589.00	37,503.73	38,418.45	39,378.91	40,339.37	41,347.86	42,356.34	43,415.25	44,474.16	45,586.01	46,697.87
8	Hourly	17.5909	18.0306	18.4704	18.9322	19.3939	19.8788	20.3636	20.8727	21.3818	21.9164	22.4509	23.0122	23.5734
	Biweekly	1,407.27	1,442.45	1,477.63	1,514.57	1,551.51	1,590.30	1,629.09	1,669.82	1,710.54	1,753.31	1,796.07	1,840.97	1,885.88
	Monthly	3,049.08	3,125.31	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06
	Annually	36,589.00	37,503.73	38,418.45	39,378.91	40,339.37	41,347.86	42,356.34	43,415.25	44,474.16	45,586.01	46,697.87	47,865.31	49,032.76
9	Hourly	18.4704	18.9322	19.3939	19.8788	20.3636	20.8727	21.3818	21.9164	22.4509	23.0122	23.5734	24.1628	24.7521
	Biweekly	1,477.63	1,514.57	1,551.51	1,590.30	1,629.09	1,669.82	1,710.54	1,753.31	1,796.07	1,840.97	1,885.88	1,933.02	1,980.17
	Monthly	3,201.54	3,281.58	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37
	Annually	38,418.45	39,378.91	40,339.37	41,347.86	42,356.34	43,415.25	44,474.16	45,586.01	46,697.87	47,865.31	49,032.76	50,258.58	51,484.40
10	Hourly	19.3939	19.8788	20.3636	20.8727	21.3818	21.9164	22.4509	23.0122	23.5734	24.1628	24.7521	25.3709	25.9897
	Biweekly	1,551.51	1,590.30	1,629.09	1,669.82	1,710.54	1,753.31	1,796.07	1,840.97	1,885.88	1,933.02	1,980.17	2,029.67	2,079.18
	Monthly	3,361.61	3,445.65	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88
	Annually	40,339.37	41,347.86	42,356.34	43,415.25	44,474.16	45,586.01	46,697.87	47,865.31	49,032.76	50,258.58	51,484.40	52,771.51	54,058.62
11	Hourly	20.3636	20.8727	21.3818	21.9164	22.4509	23.0122	23.5734	24.1628	24.7521	25.3709	25.9897	26.6395	27.2892
	Biweekly	1,629.09	1,669.82	1,710.54	1,753.31	1,796.07	1,840.97	1,885.88	1,933.02	1,980.17	2,029.67	2,079.18	2,131.16	2,183.14
	Monthly	3,529.70	3,617.94	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13
	Annually	42,356.34	43,415.25	44,474.16	45,586.01	46,697.87	47,865.31	49,032.76	50,258.58	51,484.40	52,771.51	54,058.62	55,410.08	56,761.55

CITY OF EASTVALE RANGE TABLE EFFECTIVE FEBRUARY 12, 2020
5% Range Increase/2.5% Step Increase
Attachment "G"

<u>RANGE</u>	<u>AMOUNT</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>	<u>STEP H</u>	<u>STEP I</u>	<u>STEP J</u>	<u>STEP K</u>	<u>STEP L</u>	<u>STEP M</u>
12	Hourly	21.3818	21.9164	22.4509	23.0122	23.5734	24.1628	24.7521	25.3709	25.9897	26.6395	27.2892	27.9714	28.6537
	Biweekly	1,710.54	1,753.31	1,796.07	1,840.97	1,885.88	1,933.02	1,980.17	2,029.67	2,079.18	2,131.16	2,183.14	2,237.71	2,292.29
	Monthly	3,706.18	3,798.83	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64
	Annually	44,474.16	45,586.01	46,697.87	47,865.31	49,032.76	50,258.58	51,484.40	52,771.51	54,058.62	55,410.08	56,761.55	58,180.59	59,599.63
13	Hourly	22.4509	23.0122	23.5734	24.1628	24.7521	25.3709	25.9897	26.6395	27.2892	27.9714	28.6537	29.3700	30.0864
	Biweekly	1,796.07	1,840.97	1,885.88	1,933.02	1,980.17	2,029.67	2,079.18	2,131.16	2,183.14	2,237.71	2,292.29	2,349.60	2,406.91
	Monthly	3,891.49	3,988.78	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97
	Annually	46,697.87	47,865.31	49,032.76	50,258.58	51,484.40	52,771.51	54,058.62	55,410.08	56,761.55	58,180.59	59,599.63	61,089.62	62,579.61
14	Hourly	23.5734	24.1628	24.7521	25.3709	25.9897	26.6395	27.2892	27.9714	28.6537	29.3700	30.0864	30.8385	31.5907
	Biweekly	1,885.88	1,933.02	1,980.17	2,029.67	2,079.18	2,131.16	2,183.14	2,237.71	2,292.29	2,349.60	2,406.91	2,467.08	2,527.25
	Monthly	4,086.06	4,188.21	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72
	Annually	49,032.76	50,258.58	51,484.40	52,771.51	54,058.62	55,410.08	56,761.55	58,180.59	59,599.63	61,089.62	62,579.61	64,144.10	65,708.59
15	Hourly	24.7521	25.3709	25.9897	26.6395	27.2892	27.9714	28.6537	29.3700	30.0864	30.8385	31.5907	32.3804	33.1702
	Biweekly	1,980.17	2,029.67	2,079.18	2,131.16	2,183.14	2,237.71	2,292.29	2,349.60	2,406.91	2,467.08	2,527.25	2,590.43	2,653.62
	Monthly	4,290.37	4,397.63	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50
	Annually	51,484.40	52,771.51	54,058.62	55,410.08	56,761.55	58,180.59	59,599.63	61,089.62	62,579.61	64,144.10	65,708.59	67,351.30	68,994.02
16	Hourly	25.9897	26.6395	27.2892	27.9714	28.6537	29.3700	30.0864	30.8385	31.5907	32.3804	33.1702	33.9995	34.8287
	Biweekly	2,079.18	2,131.16	2,183.14	2,237.71	2,292.29	2,349.60	2,406.91	2,467.08	2,527.25	2,590.43	2,653.62	2,719.96	2,786.30
	Monthly	4,504.88	4,617.51	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98
	Annually	54,058.62	55,410.08	56,761.55	58,180.59	59,599.63	61,089.62	62,579.61	64,144.10	65,708.59	67,351.30	68,994.02	70,718.87	72,443.72
17	Hourly	27.2892	27.9714	28.6537	29.3700	30.0864	30.8385	31.5907	32.3804	33.1702	33.9995	34.8287	35.6994	36.5701
	Biweekly	2,183.14	2,237.71	2,292.29	2,349.60	2,406.91	2,467.08	2,527.25	2,590.43	2,653.62	2,719.96	2,786.30	2,855.95	2,925.61
	Monthly	4,730.13	4,848.38	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83
	Annually	56,761.55	58,180.59	59,599.63	61,089.62	62,579.61	64,144.10	65,708.59	67,351.30	68,994.02	70,718.87	72,443.72	74,254.81	76,065.91
18	Hourly	28.6537	29.3700	30.0864	30.8385	31.5907	32.3804	33.1702	33.9995	34.8287	35.6994	36.5701	37.4844	38.3987
	Biweekly	2,292.29	2,349.60	2,406.91	2,467.08	2,527.25	2,590.43	2,653.62	2,719.96	2,786.30	2,855.95	2,925.61	2,998.75	3,071.89
	Monthly	4,966.64	5,090.80	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77
	Annually	59,599.63	61,089.62	62,579.61	64,144.10	65,708.59	67,351.30	68,994.02	70,718.87	72,443.72	74,254.81	76,065.91	77,967.55	79,869.20
19	Hourly	30.0864	30.8385	31.5907	32.3804	33.1702	33.9995	34.8287	35.6994	36.5701	37.4844	38.3987	39.3586	40.3186
	Biweekly	2,406.91	2,467.08	2,527.25	2,590.43	2,653.62	2,719.96	2,786.30	2,855.95	2,925.61	2,998.75	3,071.89	3,148.69	3,225.49
	Monthly	5,214.97	5,345.34	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56
	Annually	62,579.61	64,144.10	65,708.59	67,351.30	68,994.02	70,718.87	72,443.72	74,254.81	76,065.91	77,967.55	79,869.20	81,865.93	83,862.66
20	Hourly	31.5907	32.3804	33.1702	33.9995	34.8287	35.6994	36.5701	37.4844	38.3987	39.3586	40.3186	41.3266	42.3345
	Biweekly	2,527.25	2,590.43	2,653.62	2,719.96	2,786.30	2,855.95	2,925.61	2,998.75	3,071.89	3,148.69	3,225.49	3,306.12	3,386.76
	Monthly	5,475.72	5,612.61	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98
	Annually	65,708.59	67,351.30	68,994.02	70,718.87	72,443.72	74,254.81	76,065.91	77,967.55	79,869.20	81,865.93	83,862.66	85,959.23	88,055.79
21	Hourly	33.1702	33.9995	34.8287	35.6994	36.5701	37.4844	38.3987	39.3586	40.3186	41.3266	42.3345	43.3929	44.4512
	Biweekly	2,653.62	2,719.96	2,786.30	2,855.95	2,925.61	2,998.75	3,071.89	3,148.69	3,225.49	3,306.12	3,386.76	3,471.43	3,556.10
	Monthly	5,749.50	5,893.24	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88
	Annually	68,994.02	70,718.87	72,443.72	74,254.81	76,065.91	77,967.55	79,869.20	81,865.93	83,862.66	85,959.23	88,055.79	90,257.19	92,458.58

CITY OF EASTVALE RANGE TABLE EFFECTIVE FEBRUARY 12, 2020
5% Range Increase/2.5% Step Increase
Attachment "G"

<u>RANGE</u>	<u>AMOUNT</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>	<u>STEP H</u>	<u>STEP I</u>	<u>STEP J</u>	<u>STEP K</u>	<u>STEP L</u>	<u>STEP M</u>
22	Hourly	34.8287	35.6994	36.5701	37.4844	38.3987	39.3586	40.3186	41.3266	42.3345	43.3929	44.4512	45.5625	46.6738
	Biweekly	2,786.30	2,855.95	2,925.61	2,998.75	3,071.89	3,148.69	3,225.49	3,306.12	3,386.76	3,471.43	3,556.10	3,645.00	3,733.90
	Monthly	6,036.98	6,187.90	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13
	Annually	72,443.72	74,254.81	76,065.91	77,967.55	79,869.20	81,865.93	83,862.66	85,959.23	88,055.79	90,257.19	92,458.58	94,770.05	97,081.51
23	Hourly	36.5701	37.4844	38.3987	39.3586	40.3186	41.3266	42.3345	43.3929	44.4512	45.5625	46.6738	47.8406	49.0075
	Biweekly	2,925.61	2,998.75	3,071.89	3,148.69	3,225.49	3,306.12	3,386.76	3,471.43	3,556.10	3,645.00	3,733.90	3,827.25	3,920.60
	Monthly	6,338.83	6,497.30	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63
	Annually	76,065.91	77,967.55	79,869.20	81,865.93	83,862.66	85,959.23	88,055.79	90,257.19	92,458.58	94,770.05	97,081.51	99,508.55	101,935.59
24	Hourly	38.3987	39.3586	40.3186	41.3266	42.3345	43.3929	44.4512	45.5625	46.6738	47.8406	49.0075	50.2327	51.4579
	Biweekly	3,071.89	3,148.69	3,225.49	3,306.12	3,386.76	3,471.43	3,556.10	3,645.00	3,733.90	3,827.25	3,920.60	4,018.61	4,116.63
	Monthly	6,655.77	6,822.16	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36
	Annually	79,869.20	81,865.93	83,862.66	85,959.23	88,055.79	90,257.19	92,458.58	94,770.05	97,081.51	99,508.55	101,935.59	104,483.98	107,032.37
25	Hourly	40.3186	41.3266	42.3345	43.3929	44.4512	45.5625	46.6738	47.8406	49.0075	50.2327	51.4579	52.7443	54.0308
	Biweekly	3,225.49	3,306.12	3,386.76	3,471.43	3,556.10	3,645.00	3,733.90	3,827.25	3,920.60	4,018.61	4,116.63	4,219.55	4,322.46
	Monthly	6,988.56	7,163.27	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33
	Annually	83,862.66	85,959.23	88,055.79	90,257.19	92,458.58	94,770.05	97,081.51	99,508.55	101,935.59	104,483.98	107,032.37	109,708.18	112,383.99
26	Hourly	42.3345	43.3929	44.4512	45.5625	46.6738	47.8406	49.0075	50.2327	51.4579	52.7443	54.0308	55.3815	56.7323
	Biweekly	3,386.76	3,471.43	3,556.10	3,645.00	3,733.90	3,827.25	3,920.60	4,018.61	4,116.63	4,219.55	4,322.46	4,430.52	4,538.58
	Monthly	7,337.98	7,521.43	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60
	Annually	88,055.79	90,257.19	92,458.58	94,770.05	97,081.51	99,508.55	101,935.59	104,483.98	107,032.37	109,708.18	112,383.99	115,193.59	118,003.19
27	Hourly	44.4512	45.5625	46.6738	47.8406	49.0075	50.2327	51.4579	52.7443	54.0308	55.3815	56.7323	58.1506	59.5689
	Biweekly	3,556.10	3,645.00	3,733.90	3,827.25	3,920.60	4,018.61	4,116.63	4,219.55	4,322.46	4,430.52	4,538.58	4,652.05	4,765.51
	Monthly	7,704.88	7,897.50	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28
	Annually	92,458.58	94,770.05	97,081.51	99,508.55	101,935.59	104,483.98	107,032.37	109,708.18	112,383.99	115,193.59	118,003.19	120,953.27	123,903.34
28	Hourly	46.6738	47.8406	49.0075	50.2327	51.4579	52.7443	54.0308	55.3815	56.7323	58.1506	59.5689	61.0581	62.5474
	Biweekly	3,733.90	3,827.25	3,920.60	4,018.61	4,116.63	4,219.55	4,322.46	4,430.52	4,538.58	4,652.05	4,765.51	4,884.65	5,003.79
	Monthly	8,090.13	8,292.38	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28	10,583.41	10,841.54
	Annually	97,081.51	99,508.55	101,935.59	104,483.98	107,032.37	109,708.18	112,383.99	115,193.59	118,003.19	120,953.27	123,903.34	127,000.93	130,098.51
29	Hourly	49.0075	50.2327	51.4579	52.7443	54.0308	55.3815	56.7323	58.1506	59.5689	61.0581	62.5474	64.1110	65.6747
	Biweekly	3,920.60	4,018.61	4,116.63	4,219.55	4,322.46	4,430.52	4,538.58	4,652.05	4,765.51	4,884.65	5,003.79	5,128.88	5,253.98
	Monthly	8,494.63	8,707.00	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28	10,583.41	10,841.54	11,112.58	11,383.62
	Annually	101,935.59	104,483.98	107,032.37	109,708.18	112,383.99	115,193.59	118,003.19	120,953.27	123,903.34	127,000.93	130,098.51	133,350.97	136,603.44
30	Hourly	51.4579	52.7443	54.0308	55.3815	56.7323	58.1506	59.5689	61.0581	62.5474	64.1110	65.6747	67.3166	68.9585
	Biweekly	4,116.63	4,219.55	4,322.46	4,430.52	4,538.58	4,652.05	4,765.51	4,884.65	5,003.79	5,128.88	5,253.98	5,385.33	5,516.68
	Monthly	8,919.36	9,142.35	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28	10,583.41	10,841.54	11,112.58	11,383.62	11,668.21	11,952.80
	Annually	107,032.37	109,708.18	112,383.99	115,193.59	118,003.19	120,953.27	123,903.34	127,000.93	130,098.51	133,350.97	136,603.44	140,018.52	143,433.61
31	Hourly	54.0308	55.3815	56.7323	58.1506	59.5689	61.0581	62.5474	64.1110	65.6747	67.3166	68.9585	70.6824	72.4064
	Biweekly	4,322.46	4,430.52	4,538.58	4,652.05	4,765.51	4,884.65	5,003.79	5,128.88	5,253.98	5,385.33	5,516.68	5,654.59	5,792.51
	Monthly	9,365.33	9,599.47	9,833.60	10,079.44	10,325.28	10,583.41	10,841.54	11,112.58	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44
	Annually	112,383.99	115,193.59	118,003.19	120,953.27	123,903.34	127,000.93	130,098.51	133,350.97	136,603.44	140,018.52	143,433.61	147,019.45	150,605.29

CITY OF EASTVALE RANGE TABLE EFFECTIVE FEBRUARY 12, 2020
5% Range Increase/2.5% Step Increase
Attachment "G"

<u>RANGE</u>	<u>AMOUNT</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>	<u>STEP H</u>	<u>STEP I</u>	<u>STEP J</u>	<u>STEP K</u>	<u>STEP L</u>	<u>STEP M</u>
32	Hourly	56.7323	58.1506	59.5689	61.0581	62.5474	64.1110	65.6747	67.3166	68.9585	70.6824	72.4064	74.2165	76.0267
	Biweekly	4,538.58	4,652.05	4,765.51	4,884.65	5,003.79	5,128.88	5,253.98	5,385.33	5,516.68	5,654.59	5,792.51	5,937.32	6,082.14
	Monthly	9,833.60	10,079.44	10,325.28	10,583.41	10,841.54	11,112.58	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96
	Annually	118,003.19	120,953.27	123,903.34	127,000.93	130,098.51	133,350.97	136,603.44	140,018.52	143,433.61	147,019.45	150,605.29	154,370.42	158,135.55
33	Hourly	59.5689	61.0581	62.5474	64.1110	65.6747	67.3166	68.9585	70.6824	72.4064	74.2165	76.0267	77.9274	79.8280
	Biweekly	4,765.51	4,884.65	5,003.79	5,128.88	5,253.98	5,385.33	5,516.68	5,654.59	5,792.51	5,937.32	6,082.14	6,234.19	6,386.24
	Monthly	10,325.28	10,583.41	10,841.54	11,112.58	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86
	Annually	123,903.34	127,000.93	130,098.51	133,350.97	136,603.44	140,018.52	143,433.61	147,019.45	150,605.29	154,370.42	158,135.55	162,088.94	166,042.33
34	Hourly	62.5474	64.1110	65.6747	67.3166	68.9585	70.6824	72.4064	74.2165	76.0267	77.9274	79.8280	81.8237	83.8194
	Biweekly	5,003.79	5,128.88	5,253.98	5,385.33	5,516.68	5,654.59	5,792.51	5,937.32	6,082.14	6,234.19	6,386.24	6,545.90	6,705.56
	Monthly	10,841.54	11,112.58	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70
	Annually	130,098.51	133,350.97	136,603.44	140,018.52	143,433.61	147,019.45	150,605.29	154,370.42	158,135.55	162,088.94	166,042.33	170,193.39	174,344.45
35	Hourly	65.6747	67.3166	68.9585	70.6824	72.4064	74.2165	76.0267	77.9274	79.8280	81.8237	83.8194	85.9149	88.0104
	Biweekly	5,253.98	5,385.33	5,516.68	5,654.59	5,792.51	5,937.32	6,082.14	6,234.19	6,386.24	6,545.90	6,705.56	6,873.19	7,040.83
	Monthly	11,383.62	11,668.21	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70	14,891.92	15,255.14
	Annually	136,603.44	140,018.52	143,433.61	147,019.45	150,605.29	154,370.42	158,135.55	162,088.94	166,042.33	170,193.39	174,344.45	178,703.06	183,061.67
36	Hourly	68.9585	70.6824	72.4064	74.2165	76.0267	77.9274	79.8280	81.8237	83.8194	85.9149	88.0104	90.2107	92.4109
	Biweekly	5,516.68	5,654.59	5,792.51	5,937.32	6,082.14	6,234.19	6,386.24	6,545.90	6,705.56	6,873.19	7,040.83	7,216.85	7,392.88
	Monthly	11,952.80	12,251.62	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70	14,891.92	15,255.14	15,636.52	16,017.90
	Annually	143,433.61	147,019.45	150,605.29	154,370.42	158,135.55	162,088.94	166,042.33	170,193.39	174,344.45	178,703.06	183,061.67	187,638.21	192,214.75
37	Hourly	72.4064	74.2165	76.0267	77.9274	79.8280	81.8237	83.8194	85.9149	88.0104	90.2107	92.4109	94.7212	97.0315
	Biweekly	5,792.51	5,937.32	6,082.14	6,234.19	6,386.24	6,545.90	6,705.56	6,873.19	7,040.83	7,216.85	7,392.88	7,577.70	7,762.52
	Monthly	12,550.44	12,864.20	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70	14,891.92	15,255.14	15,636.52	16,017.90	16,418.34	16,818.79
	Annually	150,605.29	154,370.42	158,135.55	162,088.94	166,042.33	170,193.39	174,344.45	178,703.06	183,061.67	187,638.21	192,214.75	197,020.12	201,825.49
38	Hourly	76.0267	77.9274	79.8280	81.8237	83.8194	85.9149	88.0104	90.2107	92.4109	94.7212	97.0315	99.4573	101.8831
	Biweekly	6,082.14	6,234.19	6,386.24	6,545.90	6,705.56	6,873.19	7,040.83	7,216.85	7,392.88	7,577.70	7,762.52	7,956.58	8,150.64
	Monthly	13,177.96	13,507.41	13,836.86	14,182.78	14,528.70	14,891.92	15,255.14	15,636.52	16,017.90	16,418.34	16,818.79	17,239.26	17,659.73
	Annually	158,135.55	162,088.94	166,042.33	170,193.39	174,344.45	178,703.06	183,061.67	187,638.21	192,214.75	197,020.12	201,825.49	206,871.13	211,916.77
39	Hourly	79.8280	81.8237	83.8194	85.9149	88.0104	90.2107	92.4109	94.7212	97.0315	99.4573	101.8831	104.4301	106.9772
	Biweekly	6,386.24	6,545.90	6,705.56	6,873.19	7,040.83	7,216.85	7,392.88	7,577.70	7,762.52	7,956.58	8,150.64	8,354.41	8,558.18
	Monthly	13,836.86	14,182.78	14,528.70	14,891.92	15,255.14	15,636.52	16,017.90	16,418.34	16,818.79	17,239.26	17,659.73	18,101.22	18,542.72
	Annually	166,042.33	170,193.39	174,344.45	178,703.06	183,061.67	187,638.21	192,214.75	197,020.12	201,825.49	206,871.13	211,916.77	217,214.69	222,512.61
40	Hourly	83.8194	85.9149	88.0104	90.2107	92.4109	94.7212	97.0315	99.4573	101.8831	104.4301	106.9772	109.6516	112.3261
	Biweekly	6,705.56	6,873.19	7,040.83	7,216.85	7,392.88	7,577.70	7,762.52	7,956.58	8,150.64	8,354.41	8,558.18	8,772.13	8,986.09
	Monthly	14,528.70	14,891.92	15,255.14	15,636.52	16,017.90	16,418.34	16,818.79	17,239.26	17,659.73	18,101.22	18,542.72	19,006.29	19,469.85
	Annually	174,344.45	178,703.06	183,061.67	187,638.21	192,214.75	197,020.12	201,825.49	206,871.13	211,916.77	217,214.69	222,512.61	228,075.42	233,638.24
41	Hourly	88.0104	90.2107	92.4109	94.7212	97.0315	99.4573	101.8831	104.4301	106.9772	109.6516	112.3261	115.1342	117.9424
	Biweekly	7,040.83	7,216.85	7,392.88	7,577.70	7,762.52	7,956.58	8,150.64	8,354.41	8,558.18	8,772.13	8,986.09	9,210.74	9,435.39
	Monthly	15,255.14	15,636.52	16,017.90	16,418.34	16,818.79	17,239.26	17,659.73	18,101.22	18,542.72	19,006.29	19,469.85	19,956.60	20,443.35
	Annually	183,061.67	187,638.21	192,214.75	197,020.12	201,825.49	206,871.13	211,916.77	217,214.69	222,512.61	228,075.42	233,638.24	239,479.19	245,320.15

CITY OF EASTVALE RANGE TABLE EFFECTIVE FEBRUARY 12, 2020

5% Range Increase/2.5% Step Increase

Attachment "G"

<u>RANGE</u>	<u>AMOUNT</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>	<u>STEP H</u>	<u>STEP I</u>	<u>STEP J</u>	<u>STEP K</u>	<u>STEP L</u>	<u>STEP M</u>
42	Hourly	92.4109	94.7212	97.0315	99.4573	101.8831	104.4301	106.9772	109.6516	112.3261	115.1342	117.9424	120.8909	123.8395
	Biweekly	7,392.88	7,577.70	7,762.52	7,956.58	8,150.64	8,354.41	8,558.18	8,772.13	8,986.09	9,210.74	9,435.39	9,671.28	9,907.16
	Monthly	16,017.90	16,418.34	16,818.79	17,239.26	17,659.73	18,101.22	18,542.72	19,006.29	19,469.85	19,956.60	20,443.35	20,954.43	21,465.51
	Annually	192,214.75	197,020.12	201,825.49	206,871.13	211,916.77	217,214.69	222,512.61	228,075.42	233,638.24	239,479.19	245,320.15	251,453.15	257,586.16
43	Hourly	97.0315	99.4573	101.8831	104.4301	106.9772	109.6516	112.3261	115.1342	117.9424	120.8909	123.8395	126.9355	130.0315
	Biweekly	7,762.52	7,956.58	8,150.64	8,354.41	8,558.18	8,772.13	8,986.09	9,210.74	9,435.39	9,671.28	9,907.16	10,154.84	10,402.52
	Monthly	16,818.79	17,239.26	17,659.73	18,101.22	18,542.72	19,006.29	19,469.85	19,956.60	20,443.35	20,954.43	21,465.51	22,002.15	22,538.79
	Annually	201,825.49	206,871.13	211,916.77	217,214.69	222,512.61	228,075.42	233,638.24	239,479.19	245,320.15	251,453.15	257,586.16	264,025.81	270,465.46
44	Hourly	101.8831	104.4301	106.9772	109.6516	112.3261	115.1342	117.9424	120.8909	123.8395	126.9355	130.0315	133.2823	136.5330
	Biweekly	8,150.64	8,354.41	8,558.18	8,772.13	8,986.09	9,210.74	9,435.39	9,671.28	9,907.16	10,154.84	10,402.52	10,662.58	10,922.64
	Monthly	17,659.73	18,101.22	18,542.72	19,006.29	19,469.85	19,956.60	20,443.35	20,954.43	21,465.51	22,002.15	22,538.79	23,102.26	23,665.73
	Annually	211,916.77	217,214.69	222,512.61	228,075.42	233,638.24	239,479.19	245,320.15	251,453.15	257,586.16	264,025.81	270,465.46	277,227.10	283,988.74
45	Hourly	106.9772	109.6516	112.3261	115.1342	117.9424	120.8909	123.8395	126.9355	130.0315	133.2823	136.5330	139.9464	143.3597
	Biweekly	8,558.18	8,772.13	8,986.09	9,210.74	9,435.39	9,671.28	9,907.16	10,154.84	10,402.52	10,662.58	10,922.64	11,195.71	11,468.78
	Monthly	18,542.72	19,006.29	19,469.85	19,956.60	20,443.35	20,954.43	21,465.51	22,002.15	22,538.79	23,102.26	23,665.73	24,257.37	24,849.01
	Annually	222,512.61	228,075.42	233,638.24	239,479.19	245,320.15	251,453.15	257,586.16	264,025.81	270,465.46	277,227.10	283,988.74	291,088.45	298,188.17
46	Hourly	112.3261	115.1342	117.9424	120.8909	123.8395	126.9355	130.0315	133.2823	136.5330	139.9464	143.3597	146.9437	150.5277
	Biweekly	8,986.09	9,210.74	9,435.39	9,671.28	9,907.16	10,154.84	10,402.52	10,662.58	10,922.64	11,195.71	11,468.78	11,755.50	12,042.21
	Monthly	19,469.85	19,956.60	20,443.35	20,954.43	21,465.51	22,002.15	22,538.79	23,102.26	23,665.73	24,257.37	24,849.01	25,470.24	26,091.47
	Annually	233,638.24	239,479.19	245,320.15	251,453.15	257,586.16	264,025.81	270,465.46	277,227.10	283,988.74	291,088.45	298,188.17	305,642.88	313,097.58
47	Hourly	117.9424	120.8909	123.8395	126.9355	130.0315	133.2823	136.5330	139.9464	143.3597	146.9437	150.5277	154.2909	158.0541
	Biweekly	9,435.39	9,671.28	9,907.16	10,154.84	10,402.52	10,662.58	10,922.64	11,195.71	11,468.78	11,755.50	12,042.21	12,343.27	12,644.33
	Monthly	20,443.35	20,954.43	21,465.51	22,002.15	22,538.79	23,102.26	23,665.73	24,257.37	24,849.01	25,470.24	26,091.47	26,743.75	27,396.04
	Annually	245,320.15	251,453.15	257,586.16	264,025.81	270,465.46	277,227.10	283,988.74	291,088.45	298,188.17	305,642.88	313,097.58	320,925.02	328,752.46



AGENDA STAFF REPORT

City Council Meeting

City Council Business

Agenda Item No. 12.5

February 12, 2020

Administrative Nuisance Abatement & Citation Ordinance Update

Prepared By: Erica L. Vega, City Attorney

Recommended Action(s)

Introduce, read by title and waive further reading of Ordinance No. 2020-XX, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE HEARINGS), ADDING A NEW CHAPTER 8.17 (ADMINISTRATIVE CITATIONS AND FINES), AMENDING CHAPTER 8.18 (ADMINISTRATIVE NUISANCE ABATEMENT), AND MAKING OTHER NONSUBSTANTIVE EDITS TO THE EASTVALE MUNICIPAL CODE

Summary

The proposed ordinance contains a comprehensive update to the City's administrative nuisance abatement procedures (Chapter 8.18) and the City's administrative citation procedures (Chapter 8.17), as well as several non-substantive "clean up" revisions to the Code.

Background

Chapter 1.16 of the Code contains administrative nuisance abatement procedures and administrative citation procedures for violations of "County land use ordinances." Chapter 8.18 of the Code contains administrative procedures for the abatement of public nuisances and a list of conditions that are actionable as public nuisances.

Upon review of these provisions by the Community Enhancement and Safety (CES) Team and City Attorney, it was determined that an update to the City's administrative nuisance abatement procedures and administrative citation procedures was desirable. The City Attorney and CES Team worked together on the drafting of the proposed ordinance. The proposed ordinance is a comprehensive overhaul of the administrative nuisance abatement and citations provisions of the Code, and makes the following improvements:

- Increases administrative citation fines for building and safety code violations as allowed by State law;
- Allows administrative citation fines to be imposed immediately (with no correction period) for certain violations related to the illegal cultivation of cannabis;
- Includes a hardship waiver procedure, as required by law;
- Significantly expands the list of conditions that constitute a public nuisance;
- Makes public nuisance abatement hearings as requested by the citee and before a hearing officer (vs. the current mandatory hearing before the Planning Commission);
- Includes provisions for ordering people to vacate a property that presents an immediately dangerous threat to life and safety; and
- Significantly expands the level of detail in the procedures to reduce gray areas.

In addition, the ordinance includes several “clean up” provisions, such as repealing holdover fees from the County Code that do not apply within Eastvale, changing position titles and changing agency names.

Strategic Plan Action – Priority Level: 2 | Target #: 2 | Goal #: 1

Target 2 (Public Safety), Goal 1: Enhance community quality of life.

Fiscal Impact

There is no fiscal impact associated with the adoption of this ordinance. Increased administrative citation fines for certain building and safety violations may result in a nominal increase in fine revenues.

Prior City Council/Commission Action

Not Applicable.

Attachment(s)

Ordinance No. 2020-XX

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE HEARINGS), ADDING A NEW CHAPTER 8.17 (ADMINISTRATIVE CITATIONS AND FINES), AMENDING CHAPTER 8.18 (ADMINISTRATIVE NUISANCE ABATEMENT), AND MAKING OTHER NONSUBSTANTIVE EDITS TO THE EASTVALE MUNICIPAL CODE

WHEREAS, Chapter 1.16 of the Eastvale Municipal Code was originally contained in the Riverside County Code adopted by the City upon incorporation and contains administrative procedures for the enforcement of specifically enumerated County land use ordinances that are no longer in effect in the City and also contains the City’s administrative citation procedure in Section 1.16.070; and

WHEREAS, Chapter 8.18 of the Eastvale Municipal Code was originally contained in the Riverside County Code adopted by the City upon incorporation and contains administrative procedures for code enforcement and public nuisance abatement; and

WHEREAS, the City desires to repeal Chapter 1.16 as it is largely obsolete, amend Chapter 8.18 to provide a more comprehensive and streamlined administrative nuisance abatement procedure, and relocate the City’s administrative citation procedure to a new Chapter 8.17 so that all administrative enforcement procedures are located together; and

WHEREAS, the City also desires to make other non-substantive clean-up changes to the Code that have been identified, including changing position titles, changing reference from the County to the City, and repealing county drainage fees listed in the code that are not charged by the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. REPEAL OF CHAPTER 1.16. Chapter 1.16 (Administrative Hearings) of the Eastvale Municipal Code is hereby repealed in its entirety. The following cross-references to chapter 1.16 in the Code are amended as follows:

A. The reference to “chapter 1.16” in Section 130.72.050 is changed to “chapters 8.17 and 8.18.”

B. The references to “section 1.16.070” in Sections 12.08.350, 110.32.090 and 110.32.140 are changed to “chapter 8.17.”

C. The reference to “chapter 1.16” in Section 110.88.071 is changed to “chapter 8.17 or chapter 8.18.”

SECTION 2. AMENDMENT OF CHAPTER 8.18. Chapter 8.18 (Administrative Nuisance Abatement) of the Eastvale Municipal Code is hereby amended in its entirety to read as shown in Exhibit B hereto.

SECTION 3. AMENDMENT OF CHAPTER 10.04. Chapter 10.04 (Abandoned Vehicles) is amended as follows:

A. Section 10.04.050 is amended to replace “director of code enforcement” with “city manager or his or her designee.”

B. Section 10.04.090, paragraph (a) is amended to replace “director of code enforcement or his designated subordinate” with “city manager or his or her designee.”

C. Section 10.04.140, paragraph (b) is amended to replace “district attorney or city counsel” with “city attorney.”

SECTION 4. AMENDMENT OF CHAPTER 130.36. Article 1 (Drainage Fees) of Chapter 130.36 (Flood Control and Drainage) is amended as follows:

A. Chapter 130.36 is amended to replace all references to the “county flood control and water conservation district” and “district” with “city.”

B. Section 130.36.080 is amended to delete the listed drainage fees. Section 130.36.080 shall read in its entirety as follows: “Area drainage plans shall be administered, and drainage fees shall be calculated in accordance with the rules and regulations for administration of area drainage plans adopted by resolution of the city council.”

SECTION 5. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days from its passage by the City Council.

SECTION 7. PUBLICATION. The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

PASSED, APPROVED AND ORDAINED this ___ day of _____, 2020.

Brandon Plott
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk

EXHIBIT "A"

Sec. 8.17.010 - Findings and purpose.

The City Council of the City of Eastvale finds and declares as follows:

- (a) Enforcement of the Eastvale Municipal Code and adopted ordinances throughout the city is an important public service in order to protect the health, safety, and welfare of the public. Although it is always the goal of the city to obtain voluntary compliance with its laws, the city council recognizes that there will be instances where compliance must be compelled by administrative or judicial means when persons responsible for violations of this Code fail or refuse to voluntarily comply with applicable laws.
- (b) Government Code § 53069.4 authorizes local jurisdictions to enact legislation making a violation of any local ordinance subject to an administrative fine or penalty. The state legislature has also enacted other provisions of California law that allow local governments to impose administrative or civil fines/penalties for violations of specified provisions of state law. The city council intends, pursuant to this statute, to establish an administrative citation program that:
 1. Imposes a non-judicial administrative fine and/or penalty for offenses of the Eastvale Municipal Code (including, but not limited to, any other code adopted therein) and other state laws as authorized by statute;
 2. Encourages prompt abatement or correction of prohibited conditions, uses or activities in the city; and
 3. Creates deterrence against future violations of the city's laws.
- (c) The administrative citation remedy is not intended to replace any other remedy allowed by the Eastvale Municipal Code or state law. It is intended to provide an alternative and/or additional means by which the city's laws may be enforced.

Sec. 8.17.020 - Definitions.

As used in this article, the following words are defined as follows:

Administrative fine and/or *administrative penalty* means the monetary penalty that is imposed upon a responsible person by means of a citation.

Citation means an administrative citation that is issued to a responsible person pursuant to this chapter.

Citee means a responsible person to whom a citation is issued.

City means the City of Eastvale, California.

City manager means the chief administrative official of the city as appointed by the city council.

Code includes:

- (i) The entire Eastvale Municipal Code and any other code, rule, or regulation incorporated therein by adoption or reference;
- (ii) Any uncodified ordinance adopted by the City Council of Eastvale;
- (iii) Any rule or regulation promulgated pursuant to the provisions of the Eastvale Municipal Code;
- (iv) Any condition of any permit, license, or other entitlement issued pursuant to this Code; and
- (v) Other state laws as authorized by statute.

Enforcement officer and *officer* mean any city employee with obligations to enforce the Eastvale Municipal Code, including, but not limited to, code enforcement personnel, building official or their designees.

Hearing officer includes a private entity, organization, association or person, or a public official, or duly constituted reviewing authority or commission that the city manager designates or appoints to consider all timely requests for an administrative hearing upon issuance of a citation.

Owner means and includes any person having legal title to any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Riverside County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, responsibility for, or possession of such property.

Person means and includes any individual, partnership of any kind, a corporation of any kind, limited liability company, association, joint venture or other organization or entity, however formed, as well as fiduciaries, trustees, heirs, executors, administrators, or assigns, or any combination of such persons. The term "person" also includes any public entity or agency that acts as an owner in the city.

Property or *premises* means any real property, or improvements thereon, or portions thereof, as the case may be. The term "property" includes any parkway or unimproved public easement abutting such real property. The term "property" shall also include all forms of personal property or animals, where applicable.

Responsible person means any person, whether as an owner or an agent, manager, or representative of an owner, or otherwise, that allows, causes, creates, maintains, suffers, or permits a violation of the Code to exist or continue, by any act or the omission of any act or duty. The term "responsible person" includes any person who leases, rents, occupies or has charge, control or possession of, or responsibility for any real property in the city upon which a violation exists, or of any personal property that constitutes a violation.

Violation means an act or omission of any act, or use or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval or license issued pursuant to the Code.

Sec. 8.17.030 - Applicability and scope.

- (a) Use of this article shall be at the sole discretion of the city and is one remedy that the city has to address violations of the Eastvale Municipal Code or other applicable provisions of state law. By adopting this article, the city does not intend to limit its discretion or ability to utilize any administrative, civil, criminal, or other remedy available at law or equity, or any combination thereof, to address violations of the city's laws.
- (b) This article makes a violation of any provision, restriction, or requirement of this Code or any code adopted by reference herein, any ordinance of the city, any rule or regulation promulgated pursuant thereto, or any condition of any permit, license, or other entitlement issued pursuant to this Code subject to an administrative fine.
- (c) This article establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of administrative fines and/or penalties pursuant to Government Code § 53069.4.
- (d) An administrative fine in an amount adopted by ordinance or resolution of the city council, or as provided for in Section 8.17.060, shall be imposed by means of an administrative citation issued by an enforcement officer, and shall be paid directly to the City of Eastvale (or authorized agent thereof). Payment of a fine shall not excuse a failure to correct a violation, nor shall it bar concurrent or further enforcement actions by the city.
- (e) The city manager, or a designee thereof, may dismiss a citation at any time if a determination is made that it was issued in error, in which event any deposit of a fine shall be refunded. Notice of such action shall be given to the citee in writing.
- (f) The city manager, or a designee thereof, is authorized to promulgate procedural rules and regulations governing the provisions in this chapter.

Sec. 8.17.040 - Issuance of administrative citation; contents thereof.

- (a) Whenever an officer determines that a violation of the Code has occurred, the officer may issue a citation on a city-approved form imposing an administrative fine or fines to the responsible person in accordance with the provisions of this article.
- (b) When the violation pertains to building, plumbing, electrical, or other similar structural or zoning issues, that do not create an immediate danger to health or safety, a citation shall not be issued pursuant to this chapter unless the responsible person has first been provided with a reasonable period, as determined by the officer, in which to complete the abatement or compliance actions. Notwithstanding the foregoing, a citation may be issued forthwith if the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements exists as a result of, or to facilitate, the illegal cultivation of cannabis, provided that a reasonable period of time for the correction or remedy of the violation prior to the imposition of administrative fines or penalties is provided if all of the following are true:
 - (1) A tenant is in possession of the property that is the subject of the administrative action.
 - (2) The rental property owner or agent can provide evidence that the rental or lease agreement prohibits the cultivation of cannabis.
 - (3) The rental property owner or agent did not know the tenant was illegally cultivating cannabis and no complaint, property inspection, or other information caused the rental property owner or agent to have actual notice of the illegal cannabis cultivation.
- (c) An officer may issue a citation for a violation not committed in the officer's presence if the officer has determined, through investigation that the citee did commit, or is otherwise responsible for, the violation.
- (d) Each day, or any portion thereof, that a prohibited condition, use or activity under the Code is committed, continued or permitted, shall constitute a separate violation for which an administrative fine may be imposed. A single citation may charge multiple violations of the Code, however, each violation is subject to a separate and distinct administrative fine.
- (e) Each citation shall contain the following information:
 - (1) Name and mailing address of the responsible person.
 - (2) The issuance date of the citation.
 - (3) The address or description of the location of the violation.
 - (4) The date and approximate time of the commission of the violation, or detection thereof by an officer.
 - (5) The relevant provisions or sections of the Code alleged to have been violated;
 - (6) A description of the violation;
 - (7) Amount of the fine for each violation, the procedure and place to pay the fines and/or re-inspection fees, and any late penalty and/or interest charges, if not timely paid;
 - (8) When appropriate, the actions required to correct the violations, and, if applicable, any deadlines or time limitations for commencing and completing such actions;
 - (9) A description of the administrative citation review process and the manner by which a hearing on a citation may be obtained (including the form to be used, where it may be procured from, and the period in which a request must be made in order to be timely);
 - (10) The name and signature of the officer, and the signature of the citee, if he or she is physically present and willing to sign the citation at the time of its issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a citation constitute an admission that a person has committed a violation of the Code;

- (11) A statement that the failure to timely tender the fines and other fees, costs, and/or charges imposed pursuant to this chapter may result in the recordation of a lien and/or the delay in issuance or renewal of any city license and/or permit;
- (12) A statement that the failure to correct any violation as referenced in the citation could result in the recordation of a declaration of substandard property with the Riverside County Recorder's Office; and
- (13) Any other information deemed necessary by the city manager.

Sec. 8.17.050 - Service of administrative citation and notices.

- (a) A citation may be served either by personal delivery to the citee or by first class mail through the United States Postal Service.
- (b) If served by personal delivery, the date of personal delivery of the citation to the citee shall constitute its issuance date and the date that service shall be deemed complete.
- (c) If served by first class mail, the citation shall be sealed in an envelope with postage prepaid and addressed to the citee at his or her last-known business, residence, or mailing address as same appears in public records of the city, the Riverside County Tax Assessor's Office, the Riverside County Recorder's Office, the California Department of Motor Vehicles, and/or the Secretary of State. In such instances, the date a citation is deposited with the United States Postal Service shall constitute its issuance date, and the date that service shall be deemed complete.
- (d) If a citation is personally sub-served upon an authorized agent, manager or representative of the citee, a copy thereof shall also be served upon the citee by first class mail at his or her last known business, residence, or mailing address as same appears in public records of the city, the Riverside County Tax Assessor's Office, the Riverside County Recorder's Office, the California Department of Motor Vehicles, and/or the Secretary of State. In such instances, the date a copy of the citation is deposited with the United States Postal Service shall constitute its issuance date, and the date that service shall be deemed complete
- (e) If service cannot be accomplished personally or by mail for citations involving a real property-related violation of the Code, the officer shall post the citation at a prominent location on the real property where the violation is alleged to have occurred. In such instances, the date of posting shall constitute the issuance date of the citation, and the date that service shall be deemed complete.
- (f) Any notice or order given pursuant to any provision of this article shall be served in the manner provided for in this section, unless otherwise stated.
- (g) Failure of a citee to receive a citation or notice given in the manner stated in this section shall not invalidate any fine, late penalty charge, action or proceeding that is imposed or brought pursuant to this article.

Sec. 8.17.060 - Imposition of administrative fines, late penalty charge, interest charges, and re-inspection fees.

- (a) *Fine.* The amounts of the fines imposed pursuant to this article may be set forth in a schedule of fines established by ordinance or resolution of the city council. The city council may also impose escalating fines in amounts it deems appropriate for repeat offenses of the same ordinance. The amounts of fines may be modified from time to time, provided they do not exceed the limits allowed by state law, as stated in the following paragraph. If the city council has not adopted a specific fine for a violation of an ordinance, then the maximum penalty allowed by state law as stated in the following paragraph may be imposed.

If a violation is otherwise classified as an infraction under the Code, the administrative fine shall not exceed \$100.00 for a first offense, \$200.00 for a second offense of the same ordinance within a 12-month period of time, and \$500.00 for a third or greater offense of the same ordinance within a 12-month period of time, as set forth in subdivision (b) of section 36900 of the California Government

Code. Notwithstanding the foregoing, the administrative fine for a violation of building and safety codes classified as an infraction shall not exceed \$130.00 for a first offense, \$700 for a second offense of the same ordinance within a 12-month period of time, and \$1,300 for a third or greater offense of the same ordinance within a 12-month period of time. A fine not exceeding \$2,500 may be imposed for each additional violation of the same ordinance within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

- (b) *Re-inspection fee.* In addition to any fine imposed pursuant to this article, a re-inspection fee shall be assessed against any responsible person in an amount established by resolution of the city council if the responsible person does not timely and completely correct or abate a violation (with all requisite approvals, permits, licenses, and/or inspections) after having received notification from the city to correct or abate same.
- (c) *Late penalty charge.* Failure to pay an administrative fine within the period specified on the citation shall result in the assessment of a late penalty charge in an amount established by resolution of the city council, not to exceed 100 percent of the total fine owed (excluding any re-inspection fee).
- (d) *Interest.* Failure to pay an administrative fine within 60 days of the issuance of a citation or, if contested, within 60 days of an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the fine, shall result in the imposition of an interest charge at a rate established by resolution of the city council. Interest shall not accrue on a late penalty charge or re-inspection fee.

Sec. 8.17.070 - Payment and collection of fines, fees and other charges.

- (a) *Payment.* All administrative fines and re-inspection fees imposed by means of a citation shall be due from the citee and shall be received by the city (or agent thereof) within 30 calendar days from the date the citation was served. Thereafter, a late penalty charge shall be due and owing, as well as interest, as imposed by this article.
 - (1) Administrative fines, re-inspection fees, late penalty charges, and any interest due shall be paid to the city at such location or address as stated in the citation, or as may otherwise be designated by the city manager.
 - (2) Payment of an administrative fine shall not excuse or discharge a citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrences of a violation of the Code.
 - (3) Abatement of a violation shall not excuse the obligation of a citee to pay an administrative fine or any other charges, fees, or costs imposed as a result of the issuance of a citation.
- (b) *Collection.* Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to:
 - (1) The filing of a civil action in the Riverside Superior Court; and/or
 - (2) The recordation of a lien with the Riverside County Recorder's Office against citee-owned property that was the subject of the citation; and/or
 - (3) By means of a special assessment against citee-owned property that was the subject of the citation; and/or
 - (4) By means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to § 12419.10 of the California Government Code); and/or
 - (5) By denying the issuance or renewal of any city approval, license, permit, or other entitlement to any citee who has failed to tender all unpaid administrative fines, late penalty charges, interest charges, or re-inspection fees.

The city shall also be entitled to recover its attorneys' fees and costs arising from an action to collect an administrative fine and other charges, fees, or costs imposed in accordance with this article, if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A citee shall be entitled to recover his or her attorney fees if the city made the election to seek attorney fees at the outset of the action and the citee prevails thereon.

The city manager, or a designee thereof, may promulgate policies and procedures for the city's election to use one or more of the foregoing collection remedies. Unless otherwise set forth in a policy promulgated by the city manager, the recordation of a lien or special assessment for unpaid administrative fines, late penalty charges, interest charges, or re-inspection fees shall substantially comply with the procedures set forth in chapter 8.18 of this Code for the recordation of liens and special assessments for abatement costs.

Sec. 8.17.080 - Right to an administrative hearing; waiver of advance deposit of fine

- (a) *Appeal.* Any citee may contest the violation, or that he or she is a responsible person, by filing a request for an administrative hearing in the manner set forth on the citation within ten calendar days from the issuance date of the citation. If the request for a hearing is not timely received in the manner set forth on the citation, the citee shall have waived the right to a hearing and the citation shall be deemed final.
 - (1) A request for a hearing shall contain the following:
 - a. The citation number.
 - b. The name, address, telephone and any facsimile numbers, of each person contesting the citation.
 - c. A statement of the reasons why a citation is being contested.
 - d. The date and signature of the citee.
 - (2) No filing fee shall be charged for the filing of a request for an administrative hearing.
 - (3) A timely request for a hearing shall not excuse a citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrences of a violation of the Code.
- (b) *Advanced deposit of fine.* Requests for a hearing shall be accompanied by an advance deposit of the entire amount of the fine (and any accompanying re-inspection fee) stated in the citation. Failure to deposit a fine (and accompanying re-inspection fee) within the required period, or the tender of a non-negotiable check, shall render a request for an administrative hearing incomplete and untimely, in which case the citee shall have waived the right to a hearing and the citation shall be deemed final. Fines that are deposited with the city shall not accrue interest. Fines deposited shall be returned to the person tendering the fines in the event a citation is overturned.
 - (1) *Hardship waiver of advance deposit of fine.* A citee who is financially unable to deposit the administrative fine with his or her request for a hearing may complete a city-approved application form for an advance deposit hardship waiver (hereinafter, "hardship waiver"). This form and all required accompanying records shall be tendered, along with a request for a hearing, to the Office of the City Clerk or as otherwise set forth on the citation, within ten calendar days from the issuance date of the citation.
 - a. To be considered for a hardship waiver, the application form must be complete, signed, and must be accompanied by documents that enable the city to reasonably determine the citee's present inability to deposit the fine. Documents suitable for consideration, may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for 12 months preceding submittal of the waiver form, as well as other documentation demonstrating the citee's financial hardship. The city may, at its sole discretion, request additional documents in

order to determine a citee's financial ability to tender an advance deposit of the fine. Failure to submit sufficient evidence of a citee's financial inability to tender an advance deposit of the fine shall result in a denial of the hardship waiver.

- b. Failure to submit a completed, signed hardship waiver form, along with sufficient records that support a claim of financial hardship, shall render any request for an administrative hearing incomplete and untimely. In this event, the citee shall have waived the right to a hearing and the citation shall be deemed final.
- c. The city shall issue a written decision regarding the application for a hardship waiver. If the hardship waiver is denied, the written decision shall specify the reasons for not issuing the hardship waiver. All decisions for hardship waivers shall inform the citee of the manner and time in which to retrieve the documents submitted by the citee to the city in support of the hardship waiver application. This decision is final and non-appealable. The decision shall be served upon the person requesting the hardship waiver by first class mail to the address listed on the hardship waiver application.
 1. The city shall retain all documents submitted by a citee to support an application for a hardship waiver for ten calendar days after the date of the written decision on the application, and if the documents are not recovered by the citee within said time, the city may, at any time thereafter, in its sole discretion and after a citation is final or confirmed, destroy or discard the supporting documents without any further notice to the citee.
 2. Approval of a hardship waiver shall result in the city setting a hearing pursuant to section 8.17.100.
 3. If the city determines that the citee is not entitled to a hardship waiver, he or she shall tender the full amount of the administrative fine as set forth in the written decision on the hardship waiver within ten calendar days of the date the decision is deposited with the U.S. Postal Service. In the event the city clerk does not receive the full amount of the fine in the required period:
 - (i) The request for a hearing is rendered incomplete and untimely;
 - (ii) The citee shall have waived the right to a hearing and the citation shall be deemed final; and
 - (iii) A late penalty charge shall be imposed upon the administrative fine.

Sec. 8.17.090 - Administrative hearing; procedures.

- (a) An administrative appeal hearing shall be scheduled and conducted within 60 calendar days of the date a timely and complete request is received by the city. A citee who files a request for an administrative hearing to contest a citation (hereinafter, "appellant") shall be notified in writing by first class mail of the date, time, and location of the hearing at least ten calendar days prior to the date of the hearing. The failure of an appellant to receive a properly addressed notice shall not invalidate the citation or any hearing or city action or proceeding conducted pursuant to this chapter.
- (b) At the place and time set forth in the written notice of administrative hearing, the hearing officer shall hear and consider the testimony of the issuing officer, the appellants, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the violations alleged in the citation.
- (c) Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The issuance of an administrative citation shall constitute prima facie evidence of the violation and the enforcement officer who issued the citation is not required to attend or participate at the hearing. The appellants, and officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. An appellant may bring an interpreter to the hearing

at the appellant's sole expense. The hearing officer may question any person who presents evidence or who testifies at any hearing.

- (d) An appellant shall appear at the hearing in person. If the appellant fails to attend the scheduled hearing, the hearing officer shall cancel the hearing and send a notice thereof to the appellants by first class mail to the addresses stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the citation (and corresponding fine and other applicable fees) shall be deemed final.
- (e) Hearings may be continued once at the request of an appellant or the officer who issued the citation. Any request by an appellant to continue a hearing must be submitted to the city clerk in writing no later than two business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than 30 calendar days without stipulation by all parties.

Sec. 8.17.100 - Hearing officer decision; right of appeal therefrom.

- (a) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation based upon whether there was a preponderance of evidence that the violations listed in the citation existed or occurred and shall state the reasons therefor.
 - (1) If the citation is upheld and the violation has not been fully corrected as of the date of the hearing, the hearing officer shall order correction thereof in the decision and provide a deadline to complete said actions, which shall in no event be greater than 30 calendar days from the date of the decision. The decision of the hearing officer shall be a final administrative decision.
 - (2) If the citation is upheld and the appellant did not deposit the fine at the time the appellant requested an administrative appeal hearing, the hearing officer shall also order the payment of the fine (and other applicable fees and costs) within 20 calendar days of the decision.
 - (3) If the citation is overturned in whole or in part, the city shall refund the fine deposit corresponding to portion of the citation that was overturned. Any such fine shall be mailed to the responsible person within 45 calendar days of the city's receipt of the hearing officer's decision and order.
- (b) The appellants shall be served by first class mail with a copy of the hearing officer's written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of an appellant to receive a properly addressed decision shall not invalidate or any hearing, city action or proceeding conducted pursuant to this chapter.
- (c) Decisions of the hearing officer are, in accordance with Government Code § 53069.4(b), appealable to the superior court within 20 days after the date of their service. Each decision shall contain a statement advising the appellants of this appeal right and the procedures and court filing fee for its exercise. An appellant shall serve a copy of the court filed notice of appeal on the Office of the City Clerk by personal service or first class mail within five calendar days of filing the original thereof.
- (d) If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed, final, and binding.
- (e) An appeal from a hearing officer's decision is not appealable to the city council and the superior court is the sole reviewing authority. The appeal hearing before the superior court shall be heard de novo, except that the contents of the city's file in the case (including the citation) shall be received in evidence and shall constitute prima facie evidence of the facts stated therein.

If a responsible person prevails on appeal, the city shall reimburse his or her filing fee, as well as the fine deposit in accordance with the court judgment. These monies shall be mailed to the responsible person within 45 calendar days of the city's receipt of a notice of judgment or ruling from the superior court clerk.

Sec. 8.17.110 - Penalties.

Failure of a citee to comply with a corrective action stated in any uncontested citation, or with regard to a correction order in any hearing officer decision that is deemed confirmed and not appealed to the superior court, shall constitute a misdemeanor. A citee's willful nonpayment of administrative fines, late penalty charges, interest charges or re-inspection fees shall constitute a misdemeanor.

EXHIBIT "B"

Article I. - Nuisances Enumerated

Sec. 8.18.010. - Purpose and intent.

The purpose and intent of this chapter is as follows:

- (1) To promote and sustain a high quality of life within the city and to protect the health, safety, and welfare of the city's residents, business community, and guests by developing and utilizing regulations that promote the sound maintenance of property and that enhance the appearance, habitability, occupancy, use, and safety of all structures and premises in the city.
- (2) To define as public nuisances and violations those conditions and uses of land that are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, or welfare of the general public.
- (3) To establish administrative procedures for the city's use, upon its election, to correct or abate violations of this chapter on real property throughout the city, while protecting the right of responsible persons to due process of law.
- (4) To set forth procedures for providing sufficient notification of substandard, hazardous, and other nuisance conditions to non-owners of real property who have an actual or potential interest in the real property.
- (5) To responsibly defray the costs associated with the investigation and enforcement of applicable laws, and the abatement of substandard, hazardous, and/or other nuisance conditions by adopting and utilizing administrative procedures to collect fees, costs or charges as authorized by state statutes or as otherwise allowed pursuant to the city's police powers.
- (6) This chapter is not intended to enforce conditions, covenants and restrictions ("CC&Rs") on real property, or to supersede any less restrictive CC&Rs. This chapter will be enforced uniformly within the city regardless of CC&Rs. Therefore, this chapter does not abrogate the right of any homeowners' association or private citizen to take action, legal or as otherwise provided in the CC&Rs, to force compliance with the CC&Rs applicable to their tract or association even though the CC&Rs may be the same, more restrictive, or may not be covered by this chapter.
- (7) This chapter is not intended to be applied, construed or given effect in a manner that imposes upon the city, or upon any officer or employee thereof, any duty towards persons or property within the city or outside of the city that creates a basis for civil liability for damages, except as otherwise imposed by law.

Sec. 8.18.020. - Definitions.

As used in chapter, the following definitions shall apply. For purposes of this chapter, these definitions shall supersede any other definitions of the same terms elsewhere in this Code.

Abandoned structure means real property, or any building or structure thereon, that is vacant and is maintained in an uninhabitable condition or a condition of disrepair or deterioration as evidenced by the existence of public nuisances therein, or that is vacant and under a current notice of default and/or notice of trustee's sale, pending tax assessor's lien sale, or that is vacant and has been the subject of a foreclosure sale where title was retained by the beneficiary of a deed of trust involved in the foreclosure. Factors that may also be considered in a determination of an abandoned structure include, without limitation, present operability and functional utility; the presence of non-functional, broken or missing doors or windows, such that entry therein by unauthorized persons is not deterred; the existence of real

property tax delinquencies for the land upon which the structure is located; age and degree of obsolescence of the structure, and the cost of rehabilitation or repair versus its market value.

Abandoned personal property means and refers to any item, object, thing, material or substance that, by its condition of damage, deterioration, disrepair, nonuse, obsolescence or location on public real property or on private real property, causes a reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto, or that the object, thing, material or substance cannot be used for its intended or designed purpose. Abandoned personal property may include junk and vehicles.

Abatement costs means all costs, fees, and expenses, incidental or otherwise, incurred by the city in investigating and abating a public nuisance.

Attractive nuisance means any building, structure, device, equipment, instrument, item, machine, or condition that is unsafe, unprotected and may prove detrimental to minors whether in a structure or in outdoor areas of developed or undeveloped real property. This includes, without limitation, any abandoned structure or open and accessible building, structure, well, shaft, basement or excavation; any abandoned refrigerators and abandoned or inoperable vehicles; any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove hazardous or dangerous to inquisitive minors. An attractive nuisance shall also include pools, standing water or excavations containing water that are unfenced or otherwise lack an adequate barrier, thereby creating a risk of drowning, or which are hazardous or unsafe due to the existence of any condition rendering such water to be clouded, unclear or injurious to health due to, without limitation, any of the following: bacterial growth, infectious or toxic agents, algae, insect remains, animal remains, rubbish, refuse, debris, or waste of any kind.

Building means any structure designed, used, or maintained for the shelter or enclosure of persons, animals, chattels, equipment, or property of any kind, and shall also include structures wherein things may be grown, made, produced, kept, handled, stored, or disposed of, and all appendages, accessories, apparatus, appliances, and equipment installed as a part thereof.

City means the City of Eastvale.

City manager means the city manager or designee thereof.

City personnel means any city employee, representative, agent, contractor, or service provider designated by the city manager to abate a public nuisance.

Code, codes, and Eastvale Municipal Code means, to the Eastvale Municipal Code and any code, law, or regulation incorporated therein by reference, the Eastvale Zoning Code, and any adopted and uncodified ordinances.

Code enforcement fees means fees imposed by the city to defray its costs of code enforcement actions, pursuant to Government Code § 54988 and Health and Safety Code § 17951 (and any successor statutes thereto), the Eastvale Building Codes, and any other applicable local, state, or federal law, as well as by the city's police powers as authorized by the California Constitution, including, but not limited to, the time and other resources of public officials and city consultants expended by them in identifying, inspecting, investigating, seeking or causing the abatement of a violation at a real property. Examples of code enforcement actions include, but are not limited to, site inspections, drafting reports, taking photographs, procuring other evidence, engaging in meetings with other officials of the city or other agencies, engaging in conferences and communications with responsible persons, their agents or representatives, concerning a violation, as well as with attorneys for the city at any time, and appearances before judicial officers or reviewing authorities during the commencement or pendency of a judicial or administrative hearing. The time and resources that public officials and city consultants further expend to confirm that a real property remains free of a violation while a responsible person is on probation to a court or when a matter concerning a property remains pending before a reviewing authority in an administrative action shall also constitute code enforcement actions.

Code enforcement officer means any individual employed by the city with primary enforcement authority for city codes, or his or her duly authorized representative.

Compliance period means the period of time and/or required schedule set forth in a notice of abatement and/or an order of abatement within which all nuisance abatement actions referenced in such notice of abatement and/or order of abatement must be completed.

Controlled substances means any substance that is declared by state or federal law to be a controlled substance.

Fire hazard includes, but shall not be limited to, any device, equipment, waste, vegetation, condition, thing, or act which is in such a condition that it increases or could cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fire or that otherwise provides a ready fuel to augment the spread and intensity of fire or explosion arising from any cause; or any device, equipment, waste, vegetation, condition, thing, or act which could obstruct, delay, hinder, or interfere with, or may become the cause of obstruction, delay, or hindrance of, the operations of the fire department or other emergency service personnel or the egress of the occupants in the event of fire.

Graffiti means any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on or otherwise glued, posted, or affixed to or on any real or personal property (including, but not limited to, buildings, structures, and vehicles), regardless of the nature of the material to the extent that the same was not authorized in advance by the owner thereof.

Hazardous materials means any material or substance of any kind that is declared by any federal, state, or local law, ordinance, or regulation to be composed of hazardous material.

Hearing officer means the city manager or any city employee or other person appointed by the city manager to hear all timely appeals as set forth in this chapter.

Incidental expenses includes, but shall not be limited to, the actual expenses and costs of the city, such as preparation of notices, specifications, contracts, inspection of work, costs of printing and mailings required hereunder, costs of any filing and/or recordation with the county recorder's office or other governmental agency, and the costs of administration and legal services.

Inoperable vehicle means and includes, without limitation, any vehicle that is incapable of being lawfully driven on a street and/or highway. Factors that may be used to determine this condition include, without limitation, vehicles that have a planned non-operational status with the California Department of Motor Vehicles, vehicles lacking a current and valid registration, a working engine, transmission, wheels, inflated tires, doors, windshield or any other part or equipment necessary for its legal and safe operation on a highway or any other public right-of-way.

Junk means and includes, but is not limited to, any cast-off, damaged, discarded, junked, obsolete, salvaged, scrapped, unusable, worn-out or wrecked appliance, device, equipment, furniture, fixture, furnishing, object, material, substance, tire, or thing of any kind or composition. The term "junk" may include abandoned personal property, as well as any form of debris, refuse, rubbish, trash or waste. Factors that may be considered in a determination that personal property is junk include, without limitation, its:

- (1) Condition of damage, deterioration, disrepair or nonuse.
- (2) Approximate age and degree of obsolescence.
- (3) Location.
- (4) Present operability, functional utility and status of registration or licensing, where applicable.
- (5) Cost of rehabilitation or repair versus its market value.

Junkyard means real property of any zoning classification on which junk is kept, maintained, placed or stored to such a degree that it constitutes a principal use or condition on said premises. The existence of a junkyard is not a nuisance when it is an expressly permitted use in the applicable zone and it is in full compliance with all provisions of the Eastvale Zoning Code, and all other applicable provisions of the Eastvale Municipal Code, as well as all future amendments and additions thereto.

Notice of abatement means a notice of public nuisance and intention to abate with city personnel, as described in section 8.18.070.

Order of abatement means an order issued by a hearing officer following an appeal of a notice of abatement.

Owner means and includes any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Riverside County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, or possession of such property.

Person means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. The term "person" also includes any public entity or agency that acts as an owner in the city.

Personal property means property that is not real property, and includes, without limitation, any appliance, furniture, chapter, device, equipment, item, material, product, substance or vehicle.

Public nuisance means anything which is, or is likely to become, injurious or detrimental to health, safety or welfare; or is offensive to the senses; or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property; or unlawfully obstructs the free passage or use, in the customary manner, of any sidewalk, public park, square, street or highway. All conditions hereafter enumerated in this chapter, or that otherwise violate or are contrary to any provision of the Eastvale Municipal Code, are public nuisances by definition and declaration, and said enumerated conditions, shall not, in any manner, be construed to be exclusive or exhaustive. A public nuisance shall also exist when a person fails to comply with any condition of a city approval, entitlement, license or permit or when an activity on, or use of, real property violates, or is contrary to, any provision or requirement of the Eastvale Municipal Code.

Real property or premises means any real property owned by any person and/or any building, structure, or other improvement thereon, or portions thereof. The term "real property" or "premises" includes any adjacent sidewalk, parkway, street, alley, or other unimproved public easement, whether or not owned by the City of Eastvale.

Responsible person means any person, whether as an owner as defined in this section, or otherwise, that allows, causes, creates, maintains, suffers, or permits a public nuisance, or any violation of the Eastvale Municipal Code or county or state law, or regulation thereof, to exist or continue, by any act or the omission of any act or duty. The term "responsible person" shall also include employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

Structure means that which is built or constructed, an edifice, wall, fence, or building of any kind, or any piece of work artificially built-up or composed of parts joined together in some definite manner. For purposes of this chapter, this definition shall supersede any other definition of this term in the Eastvale Municipal Code.

Vacant means real property or any building or structure thereon that is not legally occupied. Factors that may be used, either alone or in combination, to determine whether real property, or buildings or structures thereon, is vacant include, but shall not be limited to overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers, and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or other debris; the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential and/or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

Vehicle means any device, by which any person or property may be propelled, moved, or drawn upon a highway or other public right-of-way, and includes all vehicles as defined by the California Vehicle Code, and all future amendments thereto. The term "vehicle" does not include devices that are propelled exclusively by human power such as bicycles and wheelchairs, or those that are used exclusively upon stationary rails or tracks.

Violation means and includes any prohibited activity, condition, or use on land or in connection with a building or a structure that is caused, allowed to exist, or maintained (whether due to an affirmative act, inaction, or omission) by a responsible person in disregard of, or in nonconformity with, any other provision, regulation, prohibition, or requirement of the Eastvale Municipal Code, or any applicable county, state, or federal laws or regulations. Any such violation shall also constitute an unlawful public nuisance for each and every day or part thereof, during which it is allowed, committed, continued, maintained or permitted by a responsible person

Weeds includes, but shall not be limited to, any of the following:

- (1) Any plant, brush, growth, or other vegetation that bears seeds of a downy or wingy nature;
- (2) Any plant, brush, growth, or other vegetation that attains such large growth as to become, when dry, a fire hazard;
- (3) Any plant, brush, growth, or other vegetation that is noxious or dangerous;
- (4) Poison oak and poison ivy when the conditions of growth are such as to constitute a threat to the public health; or
- (5) Dry grass, rubble, brush, or other flammable plant, growth, or other vegetation that endangers the public safety by creating or tending to create a fire hazard.

Sec. 8.18.030 - Prohibited public nuisance conditions.

The city council finds and declares that, notwithstanding any other provision of the Municipal Code, it is a public nuisance and unlawful for any person to allow, cause, create, maintain, or suffer, or permit others to cause, create, or maintain the following:

- (a) Any real property or premises in the city in such a manner that any one or more of the following conditions are found to exist thereon:
 - (1) Land, the topography, geology or configuration of which, whether in natural state or as a result of the grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare, or to adjacent properties.
 - (2) Buildings or other structures, or portions thereof, that are partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time. As used in this section, the term "unreasonable period" means any portion of time exceeding the period given to a responsible person by the city for the complete abatement of this nuisance condition with all required city approvals, permits and inspections. One or more of the following factors may be used by the city to establish a reasonable period for the complete abatement of this nuisance:
 - a. The degree of partial construction or destruction and the cause therefor.
 - b. Whether or not this condition constitutes an attractive nuisance or if it otherwise poses or promotes a hazard to the health, safety, or welfare of the occupants or the general public.
 - c. The degree of visibility, if any, of this condition from public or adjoining private real property.
 - d. The scope and type of work that is needed to abate this nuisance.

- e. The existence of any current and valid approvals, permits, or other entitlements for the partially constructed or destroyed building or structure.
 - f. The promptness with which a responsible person has applied for and obtained all required city approvals and permits in order to lawfully commence the nuisance abatement actions.
 - g. Whether or not a responsible person has complied with other required technical code requirements, including requesting and passing required inspections in a timely manner, while completing nuisance abatement actions.
 - h. Whether or not a responsible person has applied for extensions to a technical code permit or renewed an expired permit, as well as the number of extensions and renewals that a responsible person has previously sought or obtained from the city.
 - i. Whether or not a responsible person has made substantial progress, as determined by the city, in performing nuisance abatement actions under a technical code permit that has expired, or is about to expire.
 - j. Whether delays in completing nuisance abatement actions under a technical code permit have occurred, and the reasons for such delays.
- (3) Abandoned structures.
- (4) Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures) and any detached or freestanding structure (including, but not limited to, fences and walls) that have become defective, cracked, broken, unsightly, or no longer viable; or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values; or where such condition creates a hazard to persons using said building, structure, or way; or where such condition interferes with the peaceful use, possession and/or enjoyment of adjacent properties; or where such condition otherwise violates, or is contrary to, the Eastvale Municipal Code, or other applicable law.
- (5) Sidewalks, walkways, pedestrian ways, driveways, and parking areas that have become defective, cracked, broken, unsightly, or no longer viable; or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values; or where such condition creates a hazard to persons using said building, structure, or way; or where such condition interferes with the peaceful use, possession and/or enjoyment of adjacent properties; or where such condition otherwise violates, or is contrary to, the Eastvale Municipal Code, or other applicable law.
- (6) Failure to provide and maintain adequate weather protection to buildings or structures (including but not limited to, fences, walls, and retaining walls) in such a manner that results in or tends to result in the existence of cracked, peeling, warped, rotted, deteriorated, or severely damaged paint, stucco or other exterior covering or that otherwise results in or tends to result in the decay, deterioration, or dilapidation of the building or structure.
- (7) Broken, defective, damaged, dilapidated, or missing windows, doors, or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.
- (8) Windows or doors that remain boarded up or sealed after 15 calendar days of written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional or operable windows or doors. City actions to board up or seal windows or doors in order to deter unauthorized entry into structures shall not relieve responsible persons from installing fully functional or operational windows or doors.
- (9) Obstructions of any kind, cause or form that interfere with required light or ventilation for a building or structure, or that interfere with, hinder, delay, or impede ingress therein and/or egress therefrom.

- (10) Abandoned, broken, or neglected personal property that is visible from public or private property.
- (11) Any form of an attractive nuisance.
- (12) Interior portions of buildings or structures (including, but not limited to, attics, ceilings, walls floors, basements, mezzanines, and common areas) that have become defective, unsightly, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values; or where such condition interferes with the peaceful use, possession and/or enjoyment of properties in the vicinity; or where such condition otherwise violates, or is contrary to, the Eastvale Municipal Code or other applicable law.
- (13) Items of junk, trash, debris, waste, or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of the Eastvale Municipal Code; or items of junk, trash, debris, waste, or other personal property that are visible from public or private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution in property values. Notwithstanding the foregoing, the existence of a junkyard is not a nuisance when such use and the premises on which such use occurs are in full compliance with all provisions of the Eastvale Zoning Code (including all approvals and permits required thereby), and all other applicable provisions of the Eastvale Municipal Code and any future amendments and additions thereto, as well as applicable county, state, and/or federal laws and regulations.
- (14) The keeping or disposing of, or the scattering or accumulating of flammable, combustible or other materials including, but not limited to, composting, firewood, lumber, junk, trash, debris, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, discarded items, or other personal property on exterior portions of real property, or within any building or structure thereon, when such items or accumulations:
 - a. Render premises unsanitary or substandard as defined by the Eastvale Housing Code, the state housing law, the Eastvale Building Code, or other applicable local, state, or federal law, rule, or regulation;
 - b. Violate any health code adopted by and/or applicable in the City of Eastvale;
 - c. Cause, create, or tend to contribute to, a fire or safety hazard;
 - d. Harbor, promote, or tend to contribute to, the presence of rats, vermin and/or insects;
 - e. Cause, create, or tend to contribute to, an offensive odor; or
 - f. Cause the premises to be out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution of property values; provided, however, that this use of land or condition shall not constitute a nuisance when expressly permitted under the applicable zone classification and the premises are in full compliance with all provisions of the Eastvale Zoning Code, and all other applicable provisions of the Eastvale Municipal Code and any future amendments and additions thereto, as well as applicable county, state, and/or federal laws and regulations.
- (15) Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water that constitutes an attractive nuisance or that is otherwise likely to attract or harbor mosquitoes, insects or other vectors. The likelihood of insect harborage is evidenced by any of the following conditions: water which is unclear, murky, clouded or green; water containing bacterial growth, algae, insect larvae, insect remains, or animal remains; or, bodies of water which are abandoned, neglected, unfiltered or otherwise improperly maintained.

- (16) The hanging, drying, or airing of clothing or household fabrics on fences, trees, or shrubberies, or the existence of clotheslines, in front yard areas of any real property.
- (17) Canopies, tents, tarps, or other similar membrane structures located in the front yard of any real property or in any yard area that is visible from a public vantage in excess of 72 hours, unless otherwise authorized pursuant to a permit or other entitlement from the city;
- (18) Overgrown vegetation, including, but not limited to, any one of the following:
 - a. Vegetation likely to harbor, or promote the presence of, rats, vermin and/or insects.
 - b. Vegetation causing detriment to neighboring properties, or that is out of conformity with neighboring community standards to such an extent as to result in, or contribute to, a diminution of property values, including, but not limited to:
 1. Lawns with grass in excess of six inches in height.
 2. Hedges, trees, lawns, plants, or other vegetation that are not maintained in a neat, orderly, and healthy manner as a result of lack of adequate mowing, grooming, trimming, pruning, fertilizing, watering, and/or replacement.
 - c. Vegetation that creates, or tends to create, the existence of a fire hazard.
 - d. Vegetation that overhangs or grows onto or into any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, so as to cause an obstruction to any person or vehicle using such public property.
- (19) Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of healthful vegetation, that causes, contributes to, or tends to cause or contribute to, any one of the following conditions or consequences:
 - a. An attractive nuisance;
 - b. A fire hazard;
 - c. The creation or promotion of dust or soil erosion;
 - d. A diminution in property values; or
 - e. A detriment to public health, safety or welfare.
- (20) Lack of landscaping or other approved ground cover in any yard area as otherwise required by the Eastvale Zoning Code or other provisions of the City Municipal Code, or so as to otherwise cause or promote the existence of excessive dust or to allow the accumulation of debris. Visible front and side yards shall be mowed, landscaped and otherwise maintained to the satisfaction of the community development director or his or her designee. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock, bark, artificial turf, and sod. Weeds, dirt, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch, indoor-outdoor carpet or any similar materials are not acceptable landscaping or ground cover. Maintenance of landscaping includes, but is not limited to, regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings.
- (21) Waste containers, yard waste containers, and recycling containers that are kept, placed or stored in driveways or parking areas, or in front or side yards, such that said containers are visible from public streets, except when located in places of collection at times permitted and in full compliance with this Code.
- (22) Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment placed, parked or stored in in violation of any provision of the Eastvale Municipal Code.
- (23) Parking spaces required by the Eastvale Municipal Code, including the Eastvale Zoning Code, that are not maintained in such a manner that said spaces are continuously free and accessible for vehicle parking without the movement of real or personal property.

- (24) Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.
- (25) Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the city.
- (26) Any equipment, machinery, storage bin, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the city and is otherwise in compliance with all conditions of said permit and all applicable laws, rules, and regulations.
- (27) Construction activity and/or the construction sites that are not conducted or maintained in accordance with accepted and approved best management practices, as determined by the directors of building and safety, engineering, and/or public works divisions.
- (28) Maintenance of signs, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to, the Eastvale Municipal Code, including the Eastvale Zoning Code.
- (29) Specialty structures that have been constructed for a specific single use only, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are permitted to remain in a state of partial destruction or disrepair. Such specialty structures include, but are not limited to, the following: tanks for gas or liquids, lateral support structures and bulkheads, utility high-voltage towers and poles, utility high-rise support structures, electronic transmitting antennas and towers, structures which support or house mechanical and utility equipment and are located above the roof lines of existing buildings, high-rise freestanding chimneys and smokestacks, and recreational structures such as tennis courts and cabanas.
- (30) Any personal property or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, unless a valid encroachment permit or other city approval has been issued authorizing said encroachment or obstruction.
- (31) The presence of graffiti or other defacement of real or personal property on a building, structure or vehicle, or portion thereof, or the presence of graffiti on a building, structure, or vehicle that has been painted over with a color that does not match the exterior of the remaining portion of the building or structure, in such instances where the paint, graffiti, or defacement is visible from a public right-of-way or from private real property.
- (32) Storage of hazardous or toxic materials or substances, as so classified by any local, state or federal laws or regulations, on real property in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations.
- (33) Accumulations of grease, oil, or other hazardous material on paved or unpaved surfaces, driveways, buildings, walls, or fences that are not stored in accordance with applicable laws.

- (34) The disposing of, depositing of, or discharge of any substance or material other than stormwater which enters, or could possibly enter, the city's storm sewer system in violation of the Eastvale Municipal Code.
- (35) Maintenance of any tarpaulin (plastic, vinyl, canvas, or other similar material) or similar covering on or over any graded surface or hillside, except in the following circumstances:
 - a. A state of emergency has been declared by local, county, state, or federal officials directly impacting the area to be covered; and/or
 - b. Covering with a tarp performed pursuant to an active building or grading permit.
- (36) Maintenance of any tarpaulin (plastic, vinyl, canvas, or other similar material) or similar covering on or over any roof of any structure visible from a public place, except during periods of active rainfall, or when specifically permitted under an active roofing or building permit.
- (37) Maintenance of any tarpaulin (plastic, vinyl, canvas, or other similar non-durable material) or similar covering attached to, affixed to, or located on a fence for purposes of screening or for providing shade, except as otherwise approved pursuant to a current and valid city approval or permit.
- (38) The keeping, maintaining, or suffering of any animal, reptile, or insect in a manner that poses a threat, disturbance, or menace to persons or property, or in such a manner or quantity that otherwise violates any provision of the Eastvale Municipal Code.
- (39) Any noise that is made, generated, produced, or continued (whether from a human, animal, or device) in such a manner that it unreasonably disturbs the peace and quiet of any neighborhood of which causes any discomfort or annoyance to any reasonable person of normal sensitivities, or that otherwise violates any provision of the Eastvale Municipal Code, including the noise limits set forth in the Eastvale Zoning Code, or that violates the general plan (public safety element). Factors which shall be considered in determining whether the noise is a nuisance shall include, but not be limited to the following:
 - a. The volume of the noise;
 - b. The intensity of the noise;
 - c. Whether the nature of the noise is usual or unusual;
 - d. Whether the origin of the noise is natural or unnatural;
 - e. The volume and intensity of the background noise, if any;
 - f. The proximity of the noise to residential sleeping facilities;
 - g. The nature of the zoning of the area from which the noise emanates;
 - h. The density of inhabitation of the area from which the noise emanates;
 - i. The time of day or night the noise occurs;
 - j. The duration of the noise;
 - k. Whether the noise is recurrent, intermittent, or constant;
 - l. Whether the noise is produced by commercial or noncommercial activity; and
 - m. Whether the noise is a consequence or expected result of an otherwise lawful use.
- (40) Construction activities that occur outside of the approved hours of construction as set forth in Chapter 8.52 of the Code or on a permit or other city entitlement as issued the building official, planning commission, or city council, or as otherwise prohibited by the Eastvale Building Code.

- (41) Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.
- (42) Any condition recognized in local or state law or in equity as constituting a public nuisance, or any condition existing on real property that constitutes, or tends to constitute, blight, or that is a health or safety hazard to the community or neighboring properties.
- (b) Any dangerous building, unsafe building, unsafe structure, substandard building, or substandard property as defined by the Uniform Code for the Abatement of Dangerous Buildings, Uniform Housing Code, California Building Code, or California Residential Code, as adopted and amended by the Eastvale Municipal Code.
- (c) Any building or structure, or portion thereof, or the premises on which the same is located, in which there exists any of the conditions listed in Health and Safety Code § 17920.3, and any future amendments thereto.
- (d) Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of the Eastvale Municipal Code, or any other ordinance of the city, including, but not limited to, the following acts:
 - (1) Unlawful possession, use, and/or sale of controlled substances;
 - (2) Prostitution; and/or
 - (3) Unlawful gambling.
- (e) Any condition, use, or activity that constitutes a public nuisance as defined by Civil Code § 3479 or 3480, and any future amendments thereto.
- (f) Any building, structure, or use of real property that violates or fails to comply with:
 - (i) Any applicable approval, permit, license, or entitlement or condition relating thereto;
 - (ii) Any ordinance of the city, including, but not limited to, any provision of this Code; or
 - (iii) Any applicable county, state, or federal law or regulation.

Sec. 8.18.040 - Penalty.

- (a) Notwithstanding any other provision of the Eastvale Municipal Code to the contrary, any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is guilty of a misdemeanor offense punishable in accordance with section 1.01.220. A criminal prosecution and/or civil litigation may be initiated without the commencement of the nuisance abatement procedures outlined in article II of this chapter.
- (b) Any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, shall alternatively be subject to an administrative penalty/fine imposed in accordance with the provisions of chapter 8.17 of this Code.
- (c) Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

Article II. - Administrative Procedures for Abatement of Nuisances

Sec. 8.18.050 - Abatement of public nuisances.

All conditions or uses that constitute a public nuisance as defined in article I of this chapter, or that are contrary to, or in violation of, any other provision or requirement of the Eastvale Municipal Code or any license, permit, or entitlement issued pursuant thereto, or of any applicable county or state law, or regulation thereof, which shall also constitute a public nuisance, shall be abated by repair, rehabilitation, demolition, removal or termination. The procedures for abatement in this article shall not be exclusive and shall not, in any manner, limit or restrict the city from pursuing any other remedies available at law, whether civil, equitable or criminal, or from enforcing city codes and adopted ordinances, or from abating or causing abatement of public nuisances, in any other manner provided by law.

Sec. 8.18.060 - Continuing obligation of responsible persons to abatement a public nuisance.

- (a) No person shall allow, cause, create, permit, suffer or maintain a public nuisance to exist on his premises. If public nuisances do arise or occur, responsible persons shall promptly abate them by repair, rehabilitation, demolition, repair, removal or termination with all required city approvals, permits and inspections, when applicable.
- (b) The city may exercise its administrative, civil/injunctive and criminal remedies, or any one or combination of these remedies, to compel responsible persons to abate a public nuisance when, in its judgment, such persons have not completed nuisance abatement actions in a timely or proper manner, or when responsible persons have failed to prevent an occurrence or recurrence of a public nuisance.

Sec. 8.18.070. - Notice of public nuisance and intention to abate with city personnel.

- (a) Whenever a code enforcement officer or other public official determines that city personnel may need to abate a public nuisance, he or she shall serve a written notice of public nuisance and intention to abate with city personnel (hereafter in this section and in subsequent sections of this chapter, the "notice of abatement") on the responsible persons that contains the following provisions:
 - (1) The address of the real property on which the nuisance condition exists.
 - (2) A description of the nuisance condition.
 - (3) A reference to the law describing or prohibiting the nuisance condition.
 - (4) A brief description of the required corrective actions; and
 - (5) A compliance period in which to complete the nuisance abatement actions (with all required city approvals, permits and inspections, when applicable).
 - (6) The period and manner in which a responsible person may contest the notice of abatement as set forth in section 8.18.120. No such right shall exist when the city is not seeking to establish the right to abate a public nuisance with city forces or contract agents.
 - (7) A statement that the city may record a declaration of substandard property with the Riverside County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the city, with the compliance period specified in the notice of abatement, provided that a timely appeal therefrom has not been made.
- (b) The procedure in subsection (a) of this section shall not apply to public nuisances constituting an imminent hazard. In such instances, the provisions in section 8.18.180, pertaining to emergency action to abate an imminent hazard, shall be followed.
- (c) The city's election to issue a notice of abatement pursuant to this section shall not excuse responsible persons from their continuing obligation to abate a public nuisance in accordance with all applicable laws, regulations and legal requirements. Furthermore, the issuance of a notice of abatement shall not obligate the city to abate a public nuisance.

Sec. 8.18.080 - Additional requirements for demolition of buildings or structures.

- (a) The city shall provide responsible persons with a reasonable period of time, as determined by the city, to elect between options of repair, rehabilitation, or demolition, as well as a reasonable period of time, as determined by the city, to complete any of these options before city personnel abate a public nuisance by demolishing a building or structure pursuant to article 2 of this chapter.
- (b) The city shall serve a notice of abatement by first class mail on all secured lienholders of record with the Riverside County Recorder's Office in the event abatement actions include demolition of a building or structure.
- (c) Notwithstanding the provisions of section 8.18.130, entry onto any real property to abate a public nuisance by demolition of a building or structure, excepting in cases involving an imminent hazard, shall be pursuant to a warrant or other order issued by a court of competent jurisdiction.
- (d) The provisions of this section shall not apply if demolition is required to address an imminent hazard. In such situation, the provisions of section 8.18.180, pertaining to emergency action to abate an imminent hazard, shall apply.

Sec. 8.18.090 - Notice and order to vacate buildings, structures, or premises.

- (a) If the building official, fire chief, health official, or their designees determine that a public nuisance exists at real property (or any buildings or structures thereon) to such an extent that said property (or any building or structure thereon) is immediately dangerous to the life, limb, property, or safety of the occupants of the property or the general public (including emergency service personnel), the building, structure, or premises shall be ordered to be vacated.
- (b) If any building, structure, or premises is ordered vacated pursuant to subsection (a) of this section, the notice of abatement issued pursuant to section 8.18.070, in addition to the information required pursuant to section 8.18.070, shall include:
 - (1) A determination that the building official, fire chief, and/or health official (or designees thereof) has determined that the property (and/or any building or structure thereon) constitutes an immediate danger to the life, limb, property, or safety of the occupants of the property or the general public;
 - (2) A reference to the specific premises, buildings and/or structures, or portions thereof, which is/are being ordered vacated;
 - (3) The date and/or time when the order to vacate (and/or to not enter) becomes effective;
 - (4) An appeal of a Notice of Abatement does not stay an order to vacate; and
 - (5) Language that substantially states that:

"No person shall remain in or enter any building or structure that has been ordered vacated until authorized to do so by the building official, fire chief, and/or health official. No person shall remove, alter, or deface this notice after it has been posted at the property referenced herein until all required repairs, demolition, or removal have been completed in accordance with this notice and until such time as the removal of this notice has been authorized by the building official, fire chief, and/or health official. Any person violating this order to vacate shall be guilty of a misdemeanor."

Sec. 8.18.100. - Sample notice of abatement.

- (a) The notice of abatement shall be written in a form that is substantially consistent with the following:

Notice of Public Nuisance(s) and Intention to Abate with City Personnel
 ("Notice of Abatement")
 [Date]

_____	[Responsible Person(s)]
-------	----------------------------

_____	[Mailing Address]
_____	[City, State and Zip Code]

Re:	Real Property at
	_____, Eastvale, CA
	Riverside County A.P.N.:

	Legal description [Optional]:

Notice is hereby given that the following public nuisance conditions or activities exist on the premises described above:

- (1) _____ [Describe condition or activities] _____
in violation of Eastvale Municipal Code [as well as County and State laws, if applicable] Section(s) _____.
- (a) _____ Required Corrective Action(s):

(with all required permits, approvals and inspections).
- (b) _____ Required Completion Date:

[Repeat (1 a-b) for each additional public nuisance to be included in this notice.]

The foregoing public nuisance conditions are subject to abatement by repair, rehabilitation, demolition, removal or termination.

Please take further notice that you may appeal this notice of abatement by filing an appeal on a city-approved form with the city clerk's office (located at [insert street address], Eastvale, CA) within ten calendar days of service of this notice. No fee shall be due for the filing of an appeal. Failure of the city clerk to receive a timely appeal constitutes a waiver of your right to any further administrative appeal and renders the notice of abatement final and binding. A written request for an appeal shall contain the following information, as well as any other information deemed necessary for the processing of the appeal by the city manager or designee:

- (1) Name, address, and telephone number of each responsible party who is appealing the notice of abatement (hereinafter, "appellant"), as well as relationship of appellant to the public nuisance described in the notice of abatement.

- (2) Address and description of real property upon which the city intends to enter and abate a public nuisance.
- (3) Date of notice of abatement being appealed.
- (4) Specific action or decision being appealed.
- (5) Grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy.
- (6) The signature of at least one appellant.

Following appeal, in the case of a final decision by the city, judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure §§ 1094.6 et seq.

Please take further notice that, if the public nuisance violations are not abated within the time specified in this notice and a timely appeal is not made, such nuisance may be abated by city employees, representatives or contract agents (hereafter "city personnel") in the manner stated in this notice of abatement. On such occasions, all costs of the abatement, including, but not limited to, those stated in Chapter 8.18 of the Eastvale Municipal Code shall be assessed against the responsible persons and/or the subject property as a lien or as a special assessment or as otherwise allowed by law.

Please take further notice that the city may record a declaration of substandard property with the Riverside County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the city, in the manner and time set forth in this notice of abatement and provided that a timely appeal therefrom has not been made.

Please take further notice that, in the event of abatement by city personnel, all buildings, structures, and/or personal property constituting a public nuisance may be removed from the subject premises or from public property and destroyed or disposed of, without regard to its actual or salvage value.

Dated: This ___ day of _____, 20___. ;sigl; _____
Public Official [Name and Title]

[End of Form]

- (b) A notice of abatement shall be deemed in substantial compliance with this section regardless of form if all substantive information is contained in such notice of abatement.

Sec. 8.18.110 - Service of notice.

- (a) Except as otherwise expressly required by a provision of this chapter, any notice required by this chapter may be served by personal delivery to any responsible person or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle. Failure of any responsible person to receive a properly addressed notice of abatement by mail shall not invalidate any action or proceeding pursuant to this chapter.
 - (1) In addition to being served upon a responsible party in accordance with subsection (a) of this section, any notice of abatement that includes an order to vacate shall also be posted at or upon the main exit of the building or structure being ordered vacated or at another prominent location if the entire property is being ordered vacated.
- (b) Except as otherwise expressly required by a provision of this chapter, any notice issued to an owner of real property shall be sent to the mailing address on the last equalized assessment roll of the Riverside County Assessor's Office. Failure of any owner to receive a properly addressed notice by mail shall not invalidate any action or proceeding pursuant to this chapter.

Sec. 8.18.120. - Right of appeal from a notice of abatement.

- (a) A responsible person may contest a notice of abatement by filing a written request for an appeal on a city-approved form with the city clerk's office within ten calendar days of service of the notice of abatement. No fee shall be due for the filing of an appeal.
 - (1) The filing of a request for an appeal shall not stay an order to vacate any building, structure, or premises issued by the building official, fire chief, and/or health official in accordance with the provisions of this chapter.
- (b) A written request for an appeal shall contain the following information:
 - (1) Name, address, and telephone number of each responsible party who is appealing the notice of abatement (hereinafter, "appellant").
 - (2) Address and description of real property upon which the city intends to enter and abate a public nuisance.
 - (3) Date of notice of abatement being appealed.
 - (4) Specific action or decision being appealed.
 - (5) Grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy.
 - (6) The signature of at least one appellant.
- (c) Failure of the city clerk to receive a timely appeal constitutes a waiver of the right to contest a notice of abatement and a failure to exhaust all administrative remedies. In this event, the notice of abatement is final and binding.
- (d) The provisions of this section only apply to instances where the city has elected to establish the right, but not the obligation, to abate public nuisances with city personnel. In no event does this chapter limit the right of city officials to issue alternative written or oral notices of Code violations to responsible persons or to cause the abatement of public nuisances in a different manner, including, without limitation, by court orders arising from the city's exercise of its criminal or civil remedies. In such instances, a responsible person shall receive a right to hearing and other due process rights through the court process.

Sec. 8.18.130. - Consequence of an untimely appeal.

- (a) If a timely appeal is not received by the city clerk, the right to appeal is waived and the notice of abatement is final and binding. In such instances, the city may, without any administrative hearing, cause the abatement with city personnel of any or all of the nuisance conditions or activities stated in the notice of abatement. Entry onto private real property that is both improved and occupied shall, excepting instances of an imminent hazard, be pursuant to a warrant or other order from a court of competent jurisdiction. The city shall follow the administrative procedures stated in this chapter for recovery of all abatement costs, fees and expenses (incidental or otherwise).
 - (1) Nothing in this chapter shall prevent the city from seeking an order of restitution for abatement costs from a court of competent jurisdiction in connection with a civil or criminal judicial proceeding.
- (b) Nothing contained in this chapter shall obligate the city to undertake abatement actions pursuant to a notice of abatement, whether or not there is a timely appeal.

Sec.8.18.140 - Abatement by responsible person prior to hearing.

- (a) Any responsible person shall have the right to abate a nuisance in accordance with the notice of abatement at his or her own expense, provided all corrective actions are completed with all required city permits, approvals and inspections, prior to the date the matter is set for a hearing.
- (b) A hearing shall be cancelled if all nuisance conditions or activities are, as determined by the city, fully and lawfully abated prior thereto.

Sec. 8.18.150 - Review by hearing officer.

- (a) Any responsible person who contests a notice of abatement shall, subject to filing a timely appeal, obtain review thereof before a hearing officer. The administrative appeal shall be scheduled no later than 60 calendar days, and no sooner than ten calendar days, after receipt of a timely filed request for appeal. The appellants listed on the written request for an appeal shall be notified in writing of the date, time, and location of the hearing at least ten calendar days prior to the date of the hearing.
- (b) Any request by an appellant to continue a hearing must be submitted to the city clerk in writing no later than two business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than 30 calendar days without stipulation by all parties.
- (c) At the place and time set forth in the notification of appeal hearing, the hearing officer shall hear and consider the testimony of the appealing person, the issuing officer, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the alleged public nuisances.
- (d) Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The issuance of a notice of abatement shall constitute prima facie evidence of the violation and the code enforcement officer who issued the notice of abatement is not required to participate in the appeal hearing. The appellant, and the enforcement officer issuing the notice, if present, as well as all other responsible persons, shall have the opportunity to present evidence and to present and cross-examine witnesses. The appellant and the enforcement officer issuing the notice of abatement, or other responsible persons, may represent themselves or be represented by anyone of their choice. The appellant, or other interested persons, may bring an interpreter to the hearing at his sole expense. The city may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. The hearing officer may question any person who presents evidence or who testifies at any hearing.
- (e) If the appellant fails, or other responsible persons fail, to appear at the appeal hearing and to submit any admissible evidence demonstrating the non-existence of the alleged nuisances, the hearing officer shall cancel the hearing and send a notice thereof to the responsible persons by first class mail to the addresses stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal and a failure to exhaust all administrative remedies. In such instances, the notice of abatement is final and binding.

Sec. 8.18.160 - Decision of hearing officer; order of abatement.

- (a) Not later than 15 calendar days following conclusion of the hearing, the hearing officer shall determine if any nuisance condition exists at the subject property. If the hearing officer determines that each nuisance condition described in the notice of abatement is non-existent, the notice of abatement shall be deemed cancelled. If the hearing officer determines that one or more of the nuisance conditions described in the notice of abatement exists, he/she shall issue a written order of abatement which shall contain the following:
 - (1) A finding and description of each nuisance condition existing at the subject property.
 - (2) The name of each person responsible for a nuisance condition or conditions at the subject property, as well as the name of any person who is not responsible therefor.
 - (3) The required corrective action and a compliance period for each unabated nuisance condition.
 - (4) Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.
 - (5) The following statement:

"The decision of the hearing officer is final, conclusive, and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure sections 1094.6 et seq."
- (b) Notwithstanding any provision of the Code to the contrary, the decision of the hearing officer is final, conclusive, and binding.

- (c) A copy of the decision shall be served by first class mail on each responsible person to whom the notice of abatement was issued. If the owner is not an appellant, a copy of the order of abatement shall also be served on the owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed decision shall not invalidate any action or proceeding by the city pursuant to this chapter.

Sec. 8.18.170 - Abatement of nuisance by responsible persons prior to city abatement actions.

- (a) Any responsible person shall have the right to fully abate a nuisance in accordance with the hearing officer's decision prior to the date of entry of city personnel upon the subject real property, provided that all corrective actions are completed with all required city permits, approvals and inspections, prior to said entry date. In such instances, all administrative proceedings shall be cancelled, with the exception of the city's right to seek recovery of its incurred incidental expenses, code enforcement fees, and attorney's fees as provided by and pursuant to the provisions of this chapter.
- (b) Once the city enters a subject real property to abate a public nuisance, it shall have the right to complete this action.
- (c) It is unlawful and a misdemeanor for any person to obstruct, impede, or interfere with city personnel in the performance of any act that is carried out to abate a public nuisance.
- (d) All buildings, structures, and/or personal property that are removed by city personnel from premises in the abatement of a nuisance shall be lawfully disposed of or destroyed without regard to its actual or salvage value, if any.

Sec. 8.18.180 - Emergency action to abate an imminent hazard.

- (a) Notwithstanding any provision of the Eastvale Municipal Code to the contrary, the police chief, the fire chief, health official, and/or the building official, or any of their designees, may cause a public nuisance to be summarily abated if it is determined that the nuisance creates an imminent hazard to a person or persons, or to other real or personal property.
- (b) Prior to abating a nuisance that creates an imminent hazard, the city manager shall attempt to notify a responsible person by telephone or in writing of the imminent hazard and request its abatement by said person; provided, however, that the city manager may dispense with any attempt at prior notification of a responsible person if, in the sole discretion of the city manager, the nature or severity of the hazard does not reasonably allow for such prior notification. If notice has been so given, but, in the sole discretion of the city manager, the responsible person fails to take immediate and meaningful steps to abate the imminent hazard, the city may abate the nuisance with city personnel without further notice, and charge the costs and fees thereof to the responsible person.
- (c) Within ten business days following the conclusion of emergency action by city personnel to abate an imminent hazard, the city shall serve any responsible person with a notice of emergency abatement by city personnel of an imminent hazard by first class mail. Notice to a property owner shall be mailed to the mailing address set forth in the last equalized assessment roll of the Riverside County Assessor's Office. Failure of any responsible person to receive a properly addressed notice of emergency abatement by city personnel of an imminent hazard by mail shall not invalidate any action or proceeding pursuant to this chapter.
- (d) A notice of emergency abatement by city personnel of an imminent hazard shall contain the following provisions:
 - (1) The name of all known responsible persons who are being served with the notice of emergency abatement by city personnel of an imminent hazard and the address of the real property on which the imminent hazard was present.
 - (2) A brief description of the condition(s) and reasons why it constituted an imminent hazard.
 - (3) A brief description of the law prohibiting or pertaining to the imminent hazard.
 - (4) A brief description of the actions city personnel took to abate the imminent hazard.

- (e) Omission of any of the foregoing provisions in a notice of emergency abatement by city personnel of an imminent hazard, whether in whole or in part, or the failure of a responsible person to receive said notice, or the failure of the city to issue said notice in a timely fashion, shall not render it defective or render any proceeding or action pursuant to this chapter invalid.
- (f) Emergency abatement of an imminent hazard by city personnel shall not preclude the city from recording a declaration of substandard property in accordance with the provisions of section 8.18.260, if conditions thereafter remain at the premises that constitute a violation of law or a public nuisance.
- (g) The city shall be entitled to recover its fees and costs (incidental or otherwise) for the abatement of an imminent hazard. In such instances, the city shall follow the procedures set forth in this chapter.

Sec. 8.18.190 - Combination of notices.

The notices that are authorized by this chapter may be combined in the discretion of the city.

Sec. 8.18.200 - Establishment of costs of abatement.

- (a) The city shall keep an accounting of the abatement costs.
- (b) The city shall serve a statement of abatement costs on the responsible persons within 90 calendar days of the city's completion of nuisance abatement actions. Service of this statement may be made in the manner provided for in section 8.18.110.
- (c) Unless a timely contest of the statement of abatement costs is filed, a responsible person shall tender the abatement costs in U.S. currency to the city within 30 calendar days of the date of service of the statement of abatement costs.
- (d) A responsible person has the right to contest a statement of abatement costs by filing a written request for contest with the city clerk's Office within ten calendar days of service of the statement of abatement costs.
 - (1) A written request for contest shall contain the following information:
 - a. Name, address, telephone number, and signature of each responsible person who is contesting the statement of abatement costs.
 - b. Address and description of the real property upon which the city abated a public nuisance.
 - c. Date of the statement of abatement costs being appealed.
 - d. Description of the specific abatement costs being contested, and a statement of the grounds for contest in sufficient detail to enable the city council to understand the nature of the controversy.
 - (2) No fee shall be due for the filing of a request for contest of the statement of abatement costs.
- (e) Failure of the city clerk to receive a timely appeal request for contest constitutes a waiver of the right to contest a statement of abatement costs. In this event, the statement of abatement costs is final and binding, and the city may proceed to collect its abatement costs as contained in a final statement of abatement costs in any manner allowed by law.
- (f) If a timely request for contest is received by the city clerk, a hearing shall be set before the city manager or designee thereof no later than 60 calendar days, and no sooner than ten calendar days of receipt of the request for contest. A notice of the date, time and location of the hearing shall be served on all responsible persons who contested the statement of abatement costs by first class mail to the addresses stated on the request form at least ten calendar days prior to the hearing. Failure of a person requesting a contest to receive a properly addressed notice shall not invalidate any action or proceeding by the city pursuant to this chapter.
- (g) Any request by an appellant to continue a hearing must be submitted to the city clerk in writing no later than five business days before the date scheduled for the hearing. The city manager may

continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more 60 calendar days without stipulation by all parties.

- (h) At the time and place fixed for receiving and considering the request to contest the statement of abatement costs, the city manager shall hear and pass upon the evidence submitted by city personnel, together with any objections or protests raised by responsible persons liable for said costs. Testimony and evidence shall be limited to issues related to the abatement costs, and no person shall be permitted to present evidence or testimony challenging the existence of a public nuisance or the manner of abatement as described in the notice of abatement. Thereupon, the city manager may make such revision, correction or modification to the statement as he or she may deem just, after which the statement, as it is submitted, or as revised, corrected or modified, shall be confirmed. The hearing may be continued from time to time.
- (i) Notwithstanding any provisions of the Code to the contrary, the decision of the city manager is final, conclusive, and binding.
- (j) The city clerk shall cause a confirmed statement of abatement costs to be served upon all persons who contested the original statement by first class mail to the addresses stated on the request form. The city clerk shall cause a confirmed statement of abatement costs to be served on the owner of the property on which city personnel abated a public nuisance by first class mail to the address shown on the last equalized assessment roll (irrespective of whether the owner contested the statement of abatement costs). This document shall also contain the following statement:

"The determination of the city manager is final and binding. Judicial review of the this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure sections 1094.6 et seq."
- (k) Failure of a person to receive a properly addressed confirmed statement shall not invalidate any action or proceeding by the city pursuant to this chapter.
- (l) A responsible person shall tender the abatement costs in U.S. currency to the city within 45 calendar days of the date of service of the confirmed statement of abatement costs. The city may thereafter proceed to collect its abatement costs as contained in the confirmed statement of abatement costs in any manner allowed by law.

Sec. 8.18.210 - Collection of abatement costs by special assessment.

- (a) The city may cause a special assessment to be made upon real property upon which a public nuisance was abated pursuant to Government Code § 38773.5, and future amendments thereto, in the event a statement of abatement costs or a confirmed statement of abatement costs is not paid in a timely manner.
- (b) A notice of special assessment shall be sent to the owners of the subject real property by certified mail at the time the assessment is the imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.
- (c) The city attorney or city prosecutor shall establish the notice of special assessment form for use, or consideration by, the tax collector in collecting a special assessment.

- (d) The notice of special assessment shall be entitled to recordation with the Riverside County Recorder's Office.
- (e) The amount of a special assessment shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

Sec. 8.18.220 - Collection of costs of abatement by nuisance abatement lien.

- (a) As an alternative to the procedure contained in section 8.18.210, the city may cause a nuisance abatement lien to be recorded upon real property upon which a public nuisance was abated pursuant to Government Code § 38773.1, and future amendments thereto, in the event a statement of abatement costs or a confirmed statement of abatement costs is not paid in a timely manner.
- (b) A lien shall not be recorded prior to serving the owner of record of the parcel of land on which the public nuisance is maintained, with a notice. This document shall be served in the same manner as a summons in a civil action in accordance with chapter 3 (commencing with section 415.10) of chapter 4 of Title 5 of part 2 of the Code of Civil Procedure. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in a newspaper of general circulation published in Riverside County pursuant to Government Code § 6062.
- (c) The nuisance abatement lien shall be recorded in the county recorder's office in the county in which the parcel of land is located and from the date of recording shall have the force, effect, and priority of a judgment lien.
- (d) A nuisance abatement lien authorized by this section shall specify the amount of the lien for the City of Eastvale, the name of the city department or chapter on whose behalf the lien is imposed, the date of the abatement actions, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.
- (e) In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (d) of this section shall be recorded by the city. A nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.
- (f) A nuisance abatement lien may be foreclosed by an action brought by the city for a money judgment.
- (g) The city may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.
- (h) The amount of a nuisance abatement lien shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

Sec. 8.18.230 - Restitution of abatement costs in judicial proceedings.

Nothing in this chapter shall prevent the city from seeking an order of restitution for abatement costs from a court of competent jurisdiction in connection with a civil or criminal judicial proceeding seeking the abatement of a public nuisance.

Sec. 8.18.240 - Treble the costs of abatement.

Pursuant to Government Code § 38773.7 (or any subsequent amendment thereto), upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a public nuisance except for public nuisance conditions abated pursuant to Health and Safety Code § 17980 ("State Housing Law"), the court may order that person to pay treble the costs of the abatement.

Sec. 8.18.250 - Violations and penalties.

- (a) Any person who remains in or enters any building or structure that has been ordered to be vacated pursuant to the provisions of this chapter is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (b) Any responsible person who fails to comply with an order of abatement by completing each of the requisite corrective actions in the manner and time set forth in the order of abatement is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (c) Any person who obstructs, impedes, or interferes with any representative of the city engaged in vacating, repairing, rehabilitating, or demolishing and removing any property pursuant to the provisions of this chapter is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (d) Any person who defaces, alters, or removes any notice or order posted as required in this chapter is guilty of a misdemeanor offense punishable in accordance with section 1.01.220.
- (e) Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

Article III. - Recordation

Sec. 8.18.260. - Declaration of substandard property.

- (a) Notwithstanding any provision of the Eastvale Municipal Code to the contrary, if the city determines that any property, building or structure, or any part thereof, is in violation of any provision of the Eastvale Municipal Code and said violation has not been fully abated or corrected, as determined by the city, in the manner and time provided in any written notice to a responsible person, then the city, in its sole discretion, may record a declaration of substandard property with the Riverside County Recorder's Office against said premises. As used herein, the term "fully abated or corrected" includes the procurement of all required city approvals, permits, licenses and the passage of all city-required inspections.
- (b) A declaration of substandard property shall not be recorded unless the city has first issued a written notice (in any form) to the owner of real property (i) identifying and requiring correction of a public nuisance condition, and (ii) disclosing that a declaration of substandard property may be recorded against the real property if the public nuisance conditions are not fully abated or corrected in the manner and time delineated in said notice, as determined by the city.
 1. If the notice required pursuant to this paragraph (b) was comprised of a notice of abatement as defined in this chapter or of an administrative citation issued pursuant to chapter 8.17 of this Code, a declaration of substandard property shall not be recorded unless the notice of abatement and/or administrative citation is deemed a final and binding city decision.
- (c) The form that constitutes a declaration of substandard property shall be approved by the city attorney or the city prosecutor.
- (d) The city shall record a notice of rescission of declaration of substandard property with the Riverside County Recorder's Office within ten business days of its determination that a violation or a public nuisance has been fully abated or corrected.
- (e) The city shall cause copies of recorded declarations of substandard property and notices of rescission of declaration of substandard property to be served on all persons having an ownership interest in the subject real property as shown in the last equalized assessment roll of the Riverside County Assessor's Office. Service thereof shall be by first class mail. Failure of any person to receive such notices shall not invalidate any action or proceeding pursuant to this chapter.

Sec. 8.18.270. - Code enforcement fees.

- (a) Pursuant to Government Code § 54988 and Health and Safety Code § 17951 (and any successor statute thereto), the Eastvale Building Code, and any other applicable local, state, or federal law, as well as by the city's police powers as authorized by the California Constitution, the city may charge

and collect code enforcement fees from responsible persons who cause, allow, permit, suffer, or maintain a violation in or upon any real property located within the city to defray the city's costs of code enforcement actions. Such fees shall not exceed the amount reasonably required to achieve this objective and are chargeable whether the city's code enforcement actions occur in the absence of formal administrative or judicial proceedings, as well as prior to, during, or subsequent to, the initiation of such proceedings.

The fees imposed pursuant to this section shall be in addition to any other fees or charges that responsible persons may owe in accordance with any other provision of the this Code, or which are imposed pursuant to County, State or Federal laws or regulations.

- (b) The city shall keep an accounting of the code enforcement fees and shall serve a statement of code enforcement fees upon the responsible persons. The issuance, service, and contest of a statement of code enforcement fees and the payment and collection of code enforcement fees shall be made in the same manner and in the same time frames as for the issuance, service, and contest of a statement of abatement costs and for the payment and collection of abatement costs as set forth in sections 8.18.200 through 8.18.230.
- (c) The city manager, or a designee thereof, is authorized to establish regulations for the uniform imposition of code enforcement fees and for related administrative actions pertaining to such fees.
- (d) Code enforcement fees shall also be recoverable in conjunction with any action, administrative proceeding, judicial proceeding, or special proceeding to cause the abatement or cessation of, or otherwise to remove a violation or a public nuisance, and is not limited to those proceedings wherein city personnel perform the necessary abatement actions.
- (f) Failure to pay code enforcement fees shall constitute a debt that is collectible in any manner allowed by law, including, but not limited to, the recordation of a lien with the county recorder's office and/or with the California Franchise Tax Board Inter-Agency Offset Program (pursuant to Government Code § 12419.10). The city may also withhold or deny the issuance or renewal of any city license, permit, or other entitlement for any property or business, or condition the final approval of any license, permit, or other entitlement upon payment of code enforcement fees, when code enforcement fees imposed upon the applicant pursuant to this section as a result of a code violation at said property or business remain unpaid.
 - (1) In every instance where an owner or other responsible person is required to obtain a permit, approval, license or entitlement under any provision of the Eastvale Municipal Code in connection with the abatement of a violation, the city may condition the issuance of said permit, approval, license or entitlement on the prior payment of all outstanding code enforcement fees.
- (g) The city shall be entitled to recover its attorney fees and costs pursuant to section 8.18.280 of this chapter arising from an action to collect code enforcement fees imposed in accordance with this chapter.

Sec. 8.18.280 - Recovery of attorneys' fees.

- (a) The prevailing party of any action, administrative proceeding, or special proceeding to abate a nuisance or to cause the abatement of a public nuisance or other violation of this Code, or in any appeal or other judicial action arising therefrom, shall be entitled to recover reasonable attorneys' fees. Attorneys' fees shall not be recoverable unless the city manager (or a designee thereof) or an attorney for and on behalf of the city elects in writing at the initiation of that individual action or proceeding to seek recovery of its own attorneys' fees.
- (b) Provided that the city has made an election to seek attorneys' fees, an award of attorneys' fees to a person shall not exceed the amount of reasonable attorney's fees incurred by the city in that action or proceeding.
- (c) Unpaid attorneys' fees shall be collectible in any manner allowed by law.



AGENDA STAFF REPORT

City Council Meeting

City Council Business

Agenda Item No. 12.6

February 12, 2020

Approve the Purchase of Additional Driver Feedback Trailers

Prepared By: Gina Gibson-Williams, Community Development Director

Recommended Action(s)

1. Approve purchase of five Fortel 32"x42" display driver feedback signs at a cost of approximately \$24,698.99; or
2. Approve purchase of ten Fortel 32"x42" display driver feedback signs at a cost of approximately \$46,359.44; and,
3. Approve Resolution 20-XX for a budget amendment for allocation of Measure A funds; and,
4. Authorize the City Manager to execute the required documents.

Summary

The City currently has five driver speed feedback signs, twelve stationary driver feedback signs and two trailer mounted driver speed feedback signs for the use throughout the City. Five of the signs were recently purchased, and were instrumental in assessing the traffic conditions on various neighborhoods and collecting traffic data. The City continuously uses the speed trailers to create public awareness, record speeding data and to encourage drivers to slow down in the residential neighborhoods. However, one is getting old and is not reliable in terms of accurate radar data. The current mobile feedback signs get relocated once the presence of the sign has been in the neighborhood for some time, and some traffic data has been collected. With the demand for driver feedback signs to assist with neighborhood traffic calming and awareness, staff is requesting the City Council to consider purchasing additional units. With additional feedback signs in the City's inventory, some of the signs may be placed permanently.

Background

On January 22, 2020, the Mayor requested that the City bring for Council consideration the purchase of additional speed feedback signs so they can be mounted on streetlights more permanently. Fortel Traffic, Inc. (Fortel) is at the forefront of the industry when considering speed trailers and electronic information boards. The previous five speed feedback signs have been purchased from Fortel, and the existing twelve (12)

stationary driver feedback signs were also purchased from Fortel. Under the purchasing ordinance, competitive bidding is not required when “the purchase of a specific brand name, make or model is necessary to match existing city equipment or facilitate effective maintenance and support”.

Below is a screen shot from the driver feedback sign on Peach Blossom Street:

General Statistics

Speed Limit: 25
Total Samples : 26165
Peak 50th: 24
Peak 85th: 29
Peak 95th: 33
Low 50th: 22
Low 85th: 27
Low 95th: 31

Incremental Statistics

Of Vehicles Travelling Between 25 And 35 (9972)

53% Slowed (5268)

Of Vehicles Travelling Between 35 And 45 (492)

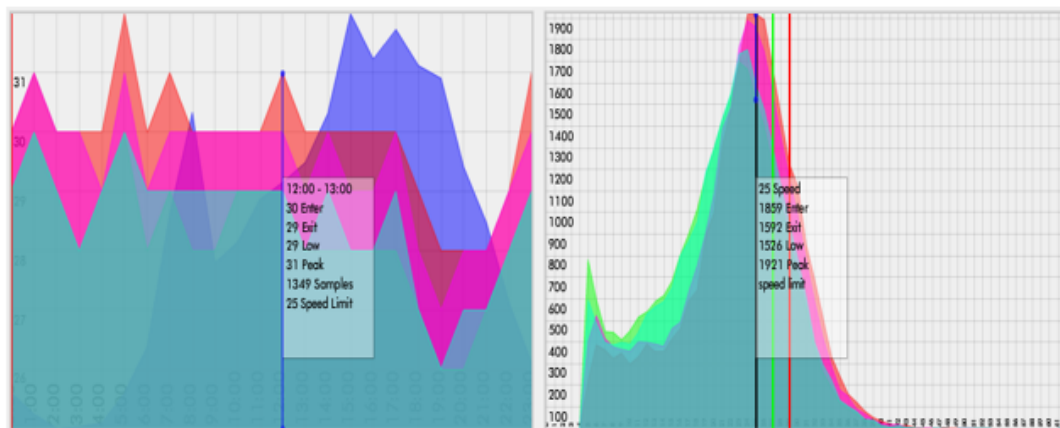
57% Slowed (281)

Of Vehicles Travelling Between 45 And 55 (4)

A vehicle Travelled a constant 52 at 17:47:26 on 2019-10-13
A vehicle Decelerated from 50 to 47 in 2 Seconds at 20:19:27 on 2019-10-18
A vehicle Accelerated from 22 to 48 in 0 Seconds at 17:07:23 on 2019-10-14
A vehicle Travelled a constant 47 at 08:28:29 on 2019-10-18

Of Vehicles Travelling Between 55 And 65 (1)

A vehicle Travelled a constant 62 at 08:35:36 on 2019-10-18



The data shows a significant percentage of vehicles that slowed down as a result of the speed feedback sign.

The price for one feedback trailer sign is approximately \$4,940 if the Council chooses to purchase 5 or more, and \$4,636 per sign if the Council chooses to purchase 10 or more signs.

Strategic Plan Action

Priority Level: 1A | Target #: 2 | Goal #: 4

Enhance traffic safety enforcement education

Priority Level: 2 | Target #: 2 | Goal #: 1

Enhance community quality of life

Priority Level: 3 | Target #: 2 | Goal #: 2

Implement public safety technology to enhance safety

Fiscal Impact

The use of Measure A funds (210-510-6695) will be utilized for this project.

Prior City Council Action

On July 24, 2019, City Council authorized the purchase of 5 Fortel 32"x42" display driver feedback signs and one message board sign.

Attachment(s)

1. Driver Feedback Trailer Quotes
2. Resolution 20-XX
3. Budget Amendment



5310 E. Hunter Avenue, Anaheim, CA 92807
 +1 (714) 701-9800 +1 (714) 693-8627 (Fax)
www.forteltraffic.com sales@forteltraffic.com

Quote

Date	Quote #
1/28/2020	10119

Customer Name
12363 Limonite Ave. Suite 910 Eastvale, CA 91752

Ship To	
Project	10119-Eastvale, VCalmSM16(5)1-28-20

Terms	Rep	FOB	Contact	Phone	Fax	Freight
1% 20 Net 30	LJC	Destination	Craig Bradshaw	951-703-4472		

Item	Description	Qty	U/M	Price Each	Total
1000-6002	VCalm®SM-16, 32x42, "YOUR SPEED" can show messages SLOW DOWN, TOO FAST, 120V power includes GPS units	5	ea	3,335.00	16,675.00T
4077-0000	Bluetooth	5	ea	427.50	2,137.50T
3000-0000	VCalm® Standard, Mounting, Adjustable/Tilttable/Rotational System	5	ea	300.00	1,500.00T
4242-0000	Strobe, White	5	ea	250.00	1,250.00T
4340-0000	Photodiodes, Automatic Dimming	5	ea	272.00	1,360.00T
Thank you for the opportunity to quote, Laurie					

Thanks for the opportunity to Quote!	Subtotal	\$22,922.50
This quote is good for 30 days, from the date listed above. State sales tax will be added to this quote if a California Resale Certificate is not provided.	Sales Tax (7.75%)	\$1,776.49
	Total	\$24,698.99



5310 E. Hunter Avenue, Anaheim, CA 92807
 +1 (714) 701-9800 +1 (714) 693-8627 (Fax)
www.forteltraffic.com sales@forteltraffic.com

Quote

Date	Quote #
1/28/2020	10120

Customer Name
12363 Limonite Ave. Suite 910 Eastvale, CA 91752

Ship To	
Project	10120-Eastvale 10VCalms Sm16 1-28-20

Terms	Rep	FOB	Contact	Phone	Fax	Freight
1% 20 Net 30	LJC	Destination	Craig Bradshaw	951-703-4472		

Item	Description	Qty	U/M	Price Each	Total
1000-6002	VCalm®SM-16, 32x42, "YOUR SPEED" can show messages SLOW DOWN, TOO FAST, 120 V power includes GPS units	10	ea	3,100.00	31,000.00T
4077-0000	Bluetooth	10	ea	427.50	4,275.00T
3000-0000	VCalm® Standard, Mounting, Adjustable/Tilttable/Rotational System	10	ea	300.00	3,000.00T
4242-0000	Strobe, White	10	ea	250.00	2,500.00T
4340-0000	Photodiodes, Automatic Dimming	10	ea	225.00	2,250.00T
The Price break for 10 saves a few thousand, thank you for the opportunity to quote, Laurie					

Thanks for the opportunity to Quote!	Subtotal	\$43,025.00
This quote is good for 30 days, from the date listed above. State sales tax will be added to this quote if a California Resale Certificate is not provided.	Sales Tax (7.75%)	\$3,334.44
	Total	\$46,359.44

RESOLUTION NO. 20-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, AMENDING ITS 2019-2020 FISCAL BUDGET FOR THE
PURCHASE OF FORTEL DRIVER FEEDBACK TRAILERS**

WHEREAS, the budget for fiscal year 2019-2020 of the City of Eastvale has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Manager; and

WHEREAS, the City Administrator may transfer appropriations, between accounts, departments, programs, and funds, as long as those appropriations do not exceed the grand total budget approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. AUTHORIZE AN APPROPRIATION IN THE MEASURE A FUND, ACCOUNT NO. 210-510-6695 IN THE AMOUNT OF \$XXX TO PURCHASE FORTEL DRIVER FEEDBACK TRAILERS.

PASSED, APPROVED AND ADOPTED this 12th day of February 2020.

Brandon Plott
Mayor

APPROVED AS TO FORM:

ATTEST:

Erica Vega
City Attorney

Marc A. Donohue, MMC
City Clerk