

*For further information on an agenda item, please contact the City at 12363 Limonite Ave.
Suite 910, Eastvale, CA 91752*

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EASTVALE
Wednesday May 22, 2013
6:30 P.M.

Rosa Parks Elementary School, 13830 Whispering Hills Drive

1. CALL TO ORDER: 6:30 p.m.

2. ROLL CALL/INVOCATION /PLEDGE OF ALLEGIANCE:

Council Members – Ric Welch, Kelly Howell, Jeff DeGrandpre
Mayor Pro Tem – Adam Rush
Mayor – Ike Bootsma

Invocation led by Pastor Sam Tanner with Life Church.

3. PRESENTATIONS/ANNOUNCEMENTS:

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

There are no presentations.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Although voluntary, we ask that you fill out a "Speaker Request Form", available at the side table. The completed form is to be submitted to the City Clerk prior to being heard. **Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.***

5. 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. **Public comment is limited to two (2) minutes each with a maximum of (6) minutes.***

5.1 Minutes – April 24, 2013 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held April 24, 2013.

5.2 **Minutes – May 8, 2013 Regular Meeting.**

Recommendation: Approve the minutes from the Regular Meeting held May 8, 2013.

5.3 **Palms Residential Tract.**

Recommendation: Hold second reading and adopt Ordinance No. 2013-06, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA APPROVING CHANGE OF ZONE NO. 12-0275 TO AMEND THE OFFICIAL ZONING MAP FROM R-1 (ONE-FAMILY DWELLINGS) FOR TWO RESIDENTIAL TRACTS (TRACTS 36382 AND 36373) AND W-1 (WATERCOURSE, WATERSHED, AND CONSERVATION AREAS) FOR 39.8 ACRES OF THE DUCK POND AREA TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE FOR THE PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF CITRUS AVENUE AND SCHOLAR WAY (ASSESSOR'S PARCEL NUMBERS 152-040-040 AND 035, AND 130-060-032 AND -033).

5.4 **Amendment to Specific Plan 300.**

Recommendation: Hold second reading and adopt Ordinance No. 2013-08, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE AMENDING EASTVALE SPECIFIC PLAN 300 TO ALLOW HOME OCCUPATIONS SUBJECT TO THE REGULATIONS OF THE EASTVALE ZONING CODE;

5.5 **Updates to Zoning Code.**

Recommendation: Hold second reading and adopt Ordinance No. 2013-09, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE MAKING FINDINGS AND ADOPTING UPDATES TO THE EASTVALE ZONING CODE.

5.6 **The Trails at Eastvale Residential Tract.**

Recommendation: Hold second reading and adopt Ordinance No. 2013-07, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 11-0558 TO AMEND THE OFFICIAL ZONING MAP FROM HEAVY AGRICULTURE (A-2-10) TO

PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE FOR THE REAL PROPERTY LOCATED AT 6313 ARCHIBLAD AVENUE (NORTHWEST OF ARCHIBALD AVENUE AND 65TH STREET)(ASSESSOR'S PARCEL NUMBERS 144-010-034 AND -035).

5.7 Landscape and Lighting Maintenance District 89-1 Consolidated.

Recommendation: Adopt Resolution 13-15, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE ANNUAL REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2013/14;

And adopt Resolution 13-16, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2013/14.

5.8 Approve Resolution to Submit a Grant Proposal to Southern California Association of Governments.

Recommendation: Approve Resolution No. 13-17, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT PROPOSAL TO SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – SUSTAINABILITY PROGRAM FOR ASSISTANCE ON THE DEVELOPMENT OF A BIKEWAY MASTER PLAN.

5.9 Amendment No. 1 to Cooperative Agreement with the City of Ontario for Milliken Avenue Grade Separation.

Recommendation: Approve Amendment No. 1 to Cooperative Agreement between the City of Eastvale and the City of Ontario for the design and construction of the South Milliken Avenue Grade Separation Project.

5.10 Treasurer's Report – Quarter ended March 31, 2013.

Recommendation: Receive and file.

5.11 Warrant Register.

Recommendation: Approve the payment of Warrants (check numbers 11423 through 11459 and wire numbers W000140 to W000147) in the amount of \$1,054,560.05 and payroll in the amount of \$60,107.63.

5.12 **Warrant Register for Council related items.**

Recommendation: Approve the payment of Warrants (Wire No. 000142) in the amount of \$1,244.70.

6. **PUBLIC HEARINGS:**

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.***

There are no Public Hearing Items.

7. **OLD BUSINESS ITEMS:**

*Public comment will be called for each item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed you may not further speak on the matter unless the City Council requests further clarification of your statement. **Public comment is limited to two (2) minutes with a maximum of six (6) minutes.***

7.1 **Proposed revisions to Personnel Policies and Procedures.**

Recommendation: Approve recommended changes to Personnel Policies and Procedures by adopting Resolution No. 13-14, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE RELATING TO THE DUTIES, COMPENSATION AND TERMS OF EMPLOYMENT OF CITY EMPLOYEES.

7.2 **Administrative Policy regarding Use of City Vehicles.**

Recommendation: Approve Administrative Policy regarding Use of City Vehicles.

8. **NEW BUSINESS ITEMS:**

*Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to two (2) minutes with a maximum of six (6) minutes.***

8.1 Contract Extension for Nationwide Cost Recovery Services.

Recommendation: Approve contract extension for Nationwide Cost Recovery for implementation of the City's Foreclosure Program for one year with a possible two year extension.

8.2 Recycling Development Zone Redesignation.

Recommendation: Adopt Resolution No. 13-18, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, SUPPORTING THE REDESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES AND ADOPTION OF INITIAL STUDY AND NEGATIVE DECLARATION.

8.3 Agreement for Public Works Professional Services between the County of Riverside and the City of Eastvale.

Recommendation: Approve an agreement for Public Works Professional Services between the County of Riverside and the City of Eastvale.

8.4 Designation of Voting Delegate and Alternate for League Annual Conference.

Recommendation: Determine attendance and select the Voting Delegate and Alternate for the League of California Cities Annual Conference.

8.5 AB 5 (Ammiano) Homelessness.

Recommendation: Issue Letter of Opposition to AB 5 (Ammiano) Homelessness.

9. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

This is an opportunity for the Mayor and City Council Members to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

10. CITY MANAGER'S REPORT:

11. CLOSED SESSION:

11.1 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION:

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:
Number of Cases: Two (2)

12. ADJOURNMENT:

The next regular meeting of the Eastvale City Council will be held on June 12, 2013 at 6:30 p.m. at Rosa Parks Elementary School.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City of Eastvale. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

POSTING STATEMENT:

I, Ariel M. Hall, Assistant City Clerk or my designee hereby certify that a true and correct, accurate copy of the foregoing agenda was posted May 16, 2013, seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

Eastvale City Hall 12363 Limonite Ave. Suite 910

Rosa Parks Elementary School 13830 Whispering Hills Drive

Eastvale Library 7447 Scholar Way

City of Eastvale Website, www.eastvaleca.gov



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

1. CALL TO ORDER



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

2. *ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE*



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

3. *PRESENTATIONS/ANNOUNCEMENTS*



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

4. *PUBLIC COMMENT/CITIZEN PARTICIPATION*

MINUTES
REGULAR MEETING OF THE CITY COUNCIL,
OF THE CITY OF EASTVALE
Wednesday, April 24, 2013
6:30 P.M.

Rosa Parks Elementary School 13830 Whispering Hills Drive

1. CALL TO ORDER: 6:30 p.m.

2. ROLL CALL/PLEDGE OF ALLEGIANCE/INVOCATION:

Council Members present: Council Members Welch, Howell, DeGrandpre, Mayor Pro Tem Rush and Mayor Bootsma.

Staff Members present: City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, City Engineer Alvarez, Planning Director Norris and Assistant City Clerk Hall.

Invocation was presented by Pastor Tim Eaton with Edgewater Lutheran Church.

The Pledge of Allegiance was led by Boy Scout Troop 433.

3. PRESENTATIONS/ANNOUNCEMENTS:

3.1 Presentation by the City of Perris, regarding the Governor's commitment to Lake Perris and the Lake Perris State Recreation Area.

This item was moved to the end of the agenda to allow the presenter to arrive at the meeting.

Motion: Moved by Bootsma, seconded by Rush to move the item.

Motion carried 5-0.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

Laura McNair, with the Muscular Dystrophy Association, announced that her organization and CalFire would be holding a "Fill The Boot" fundraiser in Eastvale. She went on to introduce Michael, a six year old resident of Eastvale, who acted as the ambassador for the Muscular Dystrophy Association. Michael presented the City Council with a plaque and thanked them for their support.

Darrin Acevedo, President of the Eastvale PopWarner League, came to introduce himself to the City Council. He went on to speak about how the league was formed and his background.

Jeremie Sulit, with the American Cancer Society, announced the first Relay for Life event to be held at Ramirez Intermediate School on June 8, 2013.

Yvonne Benitez-Ontiveros, with the Eastvale Community Foundation, provided a status update on the Recreational Scholarship program that the Foundation was running.

Patty Zamora, Vice-President of the Eastvale PopWarner League, introduced herself and provided her background. She also added that the local Target store assists non-profit causes and suggested that interested people contact the store.

5. CONSENT CALENDAR:

5.1 Minutes – April 10, 2013 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held April 10, 2013.

5.2 Ordinance adopting Official City Seal, Logo and Name.

Recommendation: Hold second reading and adopt Ordinance No. 2013-04, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 1.02 ADOPTING AN OFFICIAL CITY SEAL, LOGO AND NAME.

5.3 Warrant Register.

Recommendation: Approve the payment of warrants (check numbers 11371-11422 and wire numbers W000126 to W000139) in the amount of \$910,081.36 and payroll in the amount of \$64,729.08.

5.4 Warrant Register for Council Related Items.

Recommendation: Approve the payment of the warrant (wire number W000129) in the amount of \$75.00.

Motion: Moved by Rush, seconded by Howell to approve the consent calendar as presented.

Motion carried 5-0.

6. PUBLIC HEARINGS:

6.1 Project No. 12-0275 The Palms Residential Development by Lennar – Request for a Change of Zone from One-Family Dwellings (R-1) to Planned Residential Development (PRD), and a revised Tentative Tract Map to

slightly modify two previously approved tracts (TR 36382 & TR 36373) to become one tract (TR 36382) that would result in subdivision of a 53.2-acre site into 197 single-family residential lots and creation of a 39.8-acre open space area.

Recommendation: The Planning Commission recommended that the City Council take the following actions:

1. Adopt Resolution No. 13-09, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA DETERMINING THAT THE PREVIOUSLY APPROVED ENVIRONMENTAL DOCUMENTS (MITIGATED NEGATIVE DECLARATION FOR PROJECT NO. 11-0363 AND PROJECT NO. 10-0117 AND NOTICES OF DETERMINATION FILED ON FEBRUARY 23, 2012) ADDRESSED THE IMPACTS OF THIS PROJECT (PROJECT NO. 12-0275) AND ADOPTING THE CONSOLIDATED MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR PROJECT NO. 12-0275; AND APPROVING A TENTATIVE TRACT MAP NO. 36382 AMENDMENT AND PLANNED RESIDENTIAL DEVELOPMENT FOR THE PROJECT SITE LOCATED GENERALLY AT THE SOUTHWEST CORNER OF CITRUS AVENUE AND SCHOLAR WAY (ASSESSOR'S PARCEL NUMBERS 152-040-040 AND 035, AND 130-060-032 AND -033)

2. Introduce and give first reading to Ordinance No. 2013-06, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA APPROVING CHANGE OF ZONE NO. 12-0275 TO AMEND THE OFFICIAL ZONING MAP FROM R-1 (ONE-FAMILY DWELLINGS) FOR TWO RESIDENTIAL TRACTS (TRACTS 36382 AND 36373) AND W-1 (WATERCOURSE, WATERSHED, AND CONSERVATION AREAS) FOR 39.8 ACRES OF THE DUCK POND AREA TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE FOR THE PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF CITRUS AVENUE AND SCHOLAR WAY (ASSESSOR'S PARCEL NUMBERS 152-040-040 AND 035, AND 130-060-032 AND -033).

Planning Director Norris presented the Staff report for this item.

There was discussion regarding the price points for the homes to be sold, and the trails connections in the open space.

There was discussion regarding the responsibility of the Home Owners Association and the maintenance of the community mailboxes.

The Public Hearing was opened at 7:00 p.m.

Cesar Morales, a resident, spoke regarding the traffic impact that the proposed homes would have on the surrounding streets.

City Engineer Alvarez discussed the traffic mitigation plans for the tract.

There was discussion regarding the plan for bike lanes throughout the City.

There being no further comments, the Public Hearing was closed at 7:05 p.m.

Motion: Moved by Rush, seconded by DeGrandpre to approve the item as presented.

Motion carried 4-0-1 with Welch abstaining.

7. OLD BUSINESS:

There were no Old Business Items.

8. NEW BUSINESS ITEMS:

8.1 Review of City's draft Strategic Plan.

Recommendation: Provide direction.

City Manager Jacobs provided the staff report for the item.

Doug Svensson with Applied Development Economics and Bill Carney with Carney Associates, presented a PowerPoint presentation on the draft Strategic Plan.

Council Member DeGrandpre thanked everyone for their work on the plan, and asked that public safety be mentioned in the mission statement. He also asked that an All-American City designation be added to the list of opportunities.

There was discussion on how press releases were sent out to the media, and to which agencies they were sent to.

There was discussion regarding Jurupa Community Services District, the services provided and the current financing opportunities.

There was additional discussion regarding various goals listed, including: looking at contract staff becoming full-time employees and vice-versa, filling the

management analyst position, economic development, fire inspections, and the timelines for the accomplishments of the various goals.

There was discussion regarding the partnerships that the strategic plan called for in order to accomplish various goals.

The comments made in the discussion would be integrated into the plan, and a final draft would be presented at the following City Council meeting for approval.

8.2 Contract with Advanced Towing Inc. to provide on-call towing services to the City of Eastvale.

Recommendation: Approve contract with Advanced Towing Inc. to provide on-call towing services to the City of Eastvale.

City Manager Jacobs provided the staff report for the item. She asked that the contract be approved subject to the review of the City Attorney.

There was discussion regarding the request for proposal's process and the requirements of the contract.

Motion: Moved by Howell, seconded by Bootsma to approve the contract subject to the review of the City Manager.

Motion carried 3-2 with Rush and Welch voting no.

8.3 Proposed contract extension for Interwest Consulting Group to provide Engineering and Building Safety services for Fiscal Year 2013-14.

Recommendation: Approve contract extension with Interwest Consulting Group to provide contract Engineering and Building Safety Services for Fiscal Year 2013-14.

City Manager Jacobs provided the staff report for the item.

There was discussion on when it would be appropriate to rebid this type of contract.

It was stated that the item included a scope of work and fee schedule, and would extend the term of the contract already in place. This was not a new contract.

Motion: Moved by Howell, seconded by Rush to approve the item as presented.

Motion carried 5-0.

8.4 Proposed contract extension for PMC to provide Planning services for Fiscal Year 2013-14.

Recommendation: Approve contract extension with PMC to provide contract Planning Services for Fiscal Year 2013-14.

City Manager Jacobs provided the staff report for this item.

Motion: Moved by Rush, seconded by Howell to approve the item as presented.

Motion carried 5-0.

8.5 Ordinance relating to excavations in the Public Right of Way.

Recommendation: Introduce and give first reading to Ordinance 2013-05, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 12.08 OF THE EASTVALE MUNICIPAL CODE RELATING TO EXCAVATIONS IN THE PUBLIC RIGHT OF WAY.

City Engineer Alvarez provided the staff report for this item. He announced that he had received some comments on the ordinance from Southern California Edison prior to the meeting.

There was discussion on the comments that had been submitted. Staff was instructed to work with Southern California Edison to resolve their concerns.

Motion: Moved by Howell, seconded by Rush to approve the first reading of the ordinance.

Motion carried 5-0.

At this point, Item 3.1 was addressed.

3.1 Presentation by the City of Perris, regarding the Governor's commitment to Lake Perris and the Lake Perris State Recreation Area.

Mark Yarbrough, Mayor Pro Tem of the City of Perris, made a presentation regarding the Lake Perris State Recreation Area to garner support for State funding to make necessary repairs to the dam that supports the lake.

It was the consensus of the City Council that they would support the project.

9. COUNCIL COMMUNICATIONS:

Council Member Howell asked that staff agendize an economic development program, the transfer of property from the County to the City, and a formal policy for the use of the City vehicle.

Mayor Pro Tem Rush brought a road condition on Harrison to Staff's attention. He went on to ask that Staff put together a debriefing on the challenges and successes of the Community Development Block Grant that was awarded to the Eastvale Community Foundation. He announced that Metrolink offered train service to Angel's Stadium from Corona for \$7 round trip.

Council Member Welch asked that staff report back to the Council regarding rental density legislation.

Council Member DeGrandpre provided an update on the WRCOG HERO program, and asked that the Council start getting updates regarding the Jurupa Community Services liaison activities.

10. CITY MANAGER'S REPORT:

None

11. CLOSED SESSION:

The City Council went into Closed Session at 8:44 p.m.

11.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO SUBDIVISION (B) OF SECTION 54656.8:

Property: Potential Fire Station Sites

Negotiating Parties: City of Eastvale

Under Negotiation: Site Location and Viability

11.2 CONFERENCE WITH LEGAL COUNSEL—SIGNIFICANT EXPOSURE TO LITIGATION

Subdivision (b)(1) of Section 54956.9

No. of Case(s): 1

The City Council exited Closed Session 9:00 p.m. with no action taken.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:00 p.m.

Prepared by: Ariel M. Hall, Assistant City Clerk

MINUTES
REGULAR MEETING OF THE CITY COUNCIL,
OF THE CITY OF EASTVALE
Wednesday, May 8, 2013
6:30 P.M.

Rosa Parks Elementary School 13830 Whispering Hills Drive

1. CALL TO ORDER: 6:30 p.m.

2. ROLL CALL/PLEDGE OF ALLEGIANCE/INVOCATION:

Council Members present: Council Members Welch, Howell, DeGrandpre, Mayor Pro Tem Rush and Mayor Bootsma.

Staff Members present: City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, City Engineer Alvarez, Planning Director Norris, Planner Guarracino and Assistant City Clerk Hall.

Invocation was presented by Pastor Rick Morris with the Crossings Church.

The Pledge of Allegiance was led by Mayor Pro Tem Rush.

3. PRESENTATIONS/ANNOUNCEMENTS:

3.1 Presentation of Proclamation for May is Mental Health Month.

Not present.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

Al Nassar, with the Eastvale Community Foundation, announced the upcoming Quakes Game and Golf Tournament Fundraisers.

Mayor Bootsma stated that he would like to add an item to address the Mayor appointments to outside boards and commissions.

Motion: Moved by Howell, seconded by Bootsma to add the item as Item 7.4.

Motion carried 5-0.

5. CONSENT CALENDAR:

5.1 **Memorandum of Understanding with Riverside Transit Agency for Bus Shelter.**

Recommendation: Approve memorandum of understanding with Riverside Transit Agency and authorize City Manager to execute on behalf of the City.

5.2 Ordinance relating to excavations in the Public Right of Way.

Recommendation: Hold second reading and adopt Ordinance No. 2013-05, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 12.08 OF THE EASTVALE MUNICIPAL CODE RELATING TO EXCAVATIONS IN THE PUBLIC RIGHT OF WAY.

5.3 Resolution of Support for Lake Perris.

Recommendation: Approve Resolution No. 13-11, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SUPPORTING THE GOVERNOR'S COMMITMENT TO LAKE PERRIS AND THE LAKE PERRIS STATE RECREATION AREA, AND URGING OTHER CITIES IN SOUTHERN CALIFORNIA TO DO THE SAME.

Motion: Moved by Rush, seconded by Bootsma to approve the Consent Calendar as presented.

Motion carried 5-0.

6. OLD BUSINESS:

6.1 Eastvale Community Foundation CDBG Grant Process.

Recommendation: Receive and file.

City Manager Jacobs provided the staff report for this item.

Mayor Pro Tem Rush thanked the City Manager for the detailed report. He added that in the future he would prefer to see the application structured to include recreation other than sports.

Council Member Welch offered assistance in creating future grant guidelines.

6.2 Administrative Policy regarding use of City Vehicles.

Recommendation: Approve Administrative Policy regarding Use of City Vehicles.

City Manager Jacobs asked that this item be pulled from the agenda and addressed at the next City Council Meeting.

Motion: Moved by Bootsma, seconded by Rush to pull the item to the May 22, 2013 meeting.

Motion carried 5-0.

6.3 **Approve City's Strategic Plan.**

Recommendation: 1) Approve City's Strategic Plan; and 2) Provide direction on items to be included in FY2013-14 Budget.

Doug Svensson with Applied Development Economics presented a PowerPoint presentation highlighting the changes that had been made to the Strategic Plan.

Council Member Howell discussed using less concrete language on Item 2.1.6 and asked that the language on Item 3.1.2 be clarified.

Motion: Moved by Howell, seconded by Rush to approve the Strategic Plan with the changes to Items 2.1.6 and 3.1.2.

Motion carried 5-0.

6.4 **Economic Development Program.**

Recommendation: Provide direction on level of Economic Development for Fiscal Year 2013-14.

City Manager Jacobs provided the staff report for this item.

Mayor Pro Tem Rush stated that he met with the Small Business Development Center and discussed the various opportunities that the group offered.

Council Member Welch stated that the list of options in the staff report should be investigated further with local partnering agencies.

Council Member Howell stated that she felt it was important to look at marketing opportunities and to develop marketing materials. She stated that it may be possible to revamp the materials that the City current has in order to keep costs down.

Mayor Bootsma stated that he felt a good plan had been presented and that the City should work on keeping existing businesses.

There was discussion regarding a dedicated website for economic development.

Motion: Moved by Howell, seconded by Bootsma to explore the cost of creating updated marketing materials.

Motion carried 5-0.

7. NEW BUSINESS ITEMS:

7.1 Proposed revisions to Personnel Policies and Procedures.

Recommendation: Approve recommended changes to Personnel Policies and Procedures by adopting Resolution No. 13-14, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE RELATING TO THE DUTIES, COMPENSATION AND TERMS OF EMPLOYMENT OF CITY EMPLOYEES.

City Manager Jacobs provided the staff report and a PowerPoint presentation for this item.

There was discussion regarding the provision that would not allow an employee to be reclassified and then return to their prior position. Language would be added to clarify the differences between reclassification and promotion.

There was discussion regarding the amount of Administrative Leave that future department heads would be given.

There was discussion regarding part-time employees and the benefits that they would receive under the proposed revised policy.

There was discussion and it was decided that the proposed personnel policy would be brought back to the City Council to review point by point.

Motion: Moved by Rush, seconded by Bootsma to continue the item to the May 22, 2013 City Council Meeting for additional review.

Motion carried 5-0.

7.2 Proposed revised salary and benefit schedule.

Recommendation: Approve revised salary and benefit schedule effective July 1, 2013.

City Manager Jacobs provided the staff report for this item.

Council Member Welch inquired whether or not the increase in benefit allowance was required to apply to the City Council as well.

City Attorney Cavanaugh confirmed that the increase in benefits would be required to apply to the City Council as well.

Council Member Howell discussed the reasoning for the original amounts that had been set for cafeteria benefits and felt that the City was now stable and able to increase the amount.

Council Member Welch stated that he liked the idea of the increase, but disagreed with the City Council using the funds.

Motion: Moved by Howell, seconded by Rush to approve the changes to the salary schedule and to increase the cafeteria benefits.

Motion carried 4-1 with DeGrandpre voting no.

7.3 Alternative Tax Apportionment (TEETER).

Recommendation: Adoption of Resolution No. 13-10, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, MADE PURSUANT TO SECTION 4715 OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AGREEING TO PARTICIPATE IN THE ALTERNATE METHOD FOR DISTRIBUTION OF TAX LEVIES AND COLLECTIONS AND OF TAX SALE PROCEEDS ADOPTED BY THE COUNTY OF RIVERSIDE.

Finance Director Shea provided the staff report for this item.

Motion: Moved by Rush, seconded by Welch to approve the item.

Motion carried 5-0.

7.4 Mayor Appointments to Outside Boards and Commissions.

Recommendation: None

Mayor Bootsma announced that he would like to appoint Council Member Welch as the Southern California Association of Governments delegate with Mayor Pro Tem Rush as the alternate, and himself as the Western Riverside Council of Governments delegate with Mayor Pro Tem Rush as the alternate.

Motion: Moved by Howell, seconded by Bootsma to approve the appointments.

There was discussion regarding the implications of changing the delegates of the boards.

Motion carried 3-2 with Rush and DeGrandpre voting no.

8. PUBLIC HEARINGS:

8.1 Introduction and Public Hearing for the Annual Operations and Capital Improvement Budget Fiscal Year 2013-2014.

Recommendation: Consideration and discussion of Fiscal Year 2013-2014 Annual Operations and Capital Improvement Budget and set date for continuation of Public Hearing and adopting of Budget resolution for June 12, 2013.

Deputy Finance Director Montoya provided the staff report and PowerPoint presentation for this item.

There was discussion real property taxes projected in the budget.

There was discussion regarding the service level at the current fire station and what would happen with service levels when the new station was built.

There was discussion regarding the Revenue Neutrality negotiations with the County and the effect on the City's budget if an agreement was not reached.

The Public Hearing was opened at 7:55 p.m.

Kevin Tarley, a resident, inquired about the operating deficit of four-million dollars.

Deputy Finance Director Montoya stated that the City's operating budget was balance, however, there was an approximately four-million dollar deficit showing in the Fire Fund, which would be covered by the reserves of that fund from previous years.

There was discussion regarding the current reserves in the General Fund, and basic fund accounting principles.

Dickie Simmons, a resident, stated that the budget looked good. He went on to discuss the importance of Public Safety in the community and that he hoped the budget would be approved with the increases to Public Safety.

There was discussion regarding Measure A funds and the potential uses for improvements around the permanent City Hall when it was built in the future.

Motion: Moved by Rush, seconded by Howell to continue the public hearing to June 12, 2013.

Motion carried 5-0.

8.2 Amendment to Eastvale Specific Plan 300 to allow Home Occupations subject to the regulations of the Eastvale Zoning Code.

Recommendation: On April 17, 2013, the Planning Commission recommended that the City Council take the following actions:

1. Adopt a Notice of Exemption in compliance with the review requirements contained in the California Environmental Quality Act (CEQA);
2. Hold first reading of Ordinance No. 2013-08, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE AMENDING EASTVALE SPECIFIC PLAN 300 TO ALLOW HOME OCCUPATIONS SUBJECT TO THE REGULATIONS OF THE EASTVALE ZONING CODE;

3. Direct Staff to revisit the Home Occupation regulations of the Eastvale Zoning Code to consider prohibiting signage for home occupations.

Mayor Pro Tem Rush recused himself from the dais at 8:03 pm. due to living within the Zone being considered.

Planning Director Norris provided the staff report and PowerPoint presentation for the item.

Council Member Welch stepped away from the dais at 8:04 p.m.

There was discussion regarding the number of Home Occupation businesses in the City.

The Public Hearing was opened at 8:07 p.m.

There being no comments the Public Hearing was closed at 8:07+ p.m.

Motion: Moved by Howell, seconded by Bootsma to approve the Notice of Exemption and hold the first reading of Ordinance No. 2013-08.

Motion carried 3-0-1-1 with Rush abstaining and Welch absent.

There was discussion regarding Home Occupation signs. Staff was directed to research the signs issue and return to the City Council with additional information.

Mayor Pro Tem Rush and Council Member Welch returned to the dais at 8:10 p.m.

8.3 **Proposed updates to the Eastvale Zoning Code.**

Recommendation: The Planning Commission recommended approval of the proposed changes to the Zoning Code. To achieve these changes, the following actions should be taken:

1. Adopt the proposed Notice of Exemption; and
2. Introduce and hold first reading of Ordinance No. 2013-09, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE MAKING FINDINGS AND ADOPTING UPDATES TO THE EASTVALE ZONING CODE.

Planning Director Norris provided the staff report and PowerPoint presentation for the item.

There was discussion regarding footnote number 8 on page 5-63. Staff would remove the footnote from the update, the Building Official would not be allowed to approve set-backs outside of the established limit.

There was discussion regarding the permanent basketball hoops being allowed 10 feet from the back of the sidewalk. Staff was instructed to add language requiring the maintenance of the basketball hoops. Hoops that had been previously installed would be allowed to remain in place, as long as they were not within the Public Right-Of-Way.

The Public Hearing was opened at 8:20 p.m.

There being no comments, the Public Hearing was closed at 8:20+ p.m.

Motion: Moved by Rush, seconded by Howell to approve the first reading of the ordinance, to include the recommended changes.

Motion carried 5-0.

8.4 **Project No. 11-0558 – The Trails at Eastvale Residential Development by Richland Communities – Request for a General Plan Amendment from Light Industrial to Medium Density Residential, a Change of Zone from A-2-10 to**

PRD, a Tentative Tract Map to subdivide a 50.5-acre site into 224 Single-Family Residential Lots and 13.7 acres of parkland, trails and open space, and a mitigation monitoring and reporting program – APN: 144-010-034 and -035.

Recommendation: On April 17, 2013, the Planning Commission considered the proposed project and recommended that the City Council approve the project by taking the following actions:

1. Adopt Resolution No. 13-12, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR PROJECT NO. 11-0558 THAT CONSISTS OF A GENERAL PLAN AMENDMENT, CHANGE OF ZONE, TENTATIVE TRACT MAP NO.36423, AND PLANNED RESIDENTIAL DEVELOPMENT NO. 11-0558; AND APPROVING GERNERAL PLAN AMENDMENT NO. 11-0558, TENTATIVE TRACT MAP NO. 11-0558, AND PLANNED RESIDENTIAL DEVELOPMENT NO. 11-0558, SUBJECT TO CONDITIONS OF APPROVAL FOR THE REAL PROPERTY LOCATED AT 6313 ARCHIBALD AVENUE (NORTHWEST OF ARCHIBALD AVENUE AND 65TH STREET)(ASSESSOR'S PARCEL NUMBERS 144-010-034 AND -035)

2. Introduce and hold first reading of Ordinance No. 2013-07, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 11-0558 TO AMEND THE OFFICIAL ZONING MAP FROM HEAVY AGRICULTURE (A-2-10) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE FOR THE REAL PROPERTY LOCATED AT 6313 ARCHIBALD AVENUE (NORTHWEST OF ARCHIBALD AVENUE AND 65TH STREET)(ASSESSOR'S PARCEL NUMBERS 144-010-034 AND -035).

Council Member Welch recused himself from the dais at 8:21 p.m.

Planning Director Norris provided the staff report and PowerPoint presentation on the item.

There was discussion regarding the Chino Airport Influence Zone and the restrictions on building in the zone.

There was discussion regarding the approval of, and maintenance of, the Southern California Edison easement bordering the project.

There was discussion regarding the funding for the maintenance of the trails and park facilities in the project.

John Schaffer, the applicant, was present for questions.

There was discussion regarding the various rear set-backs and architecture of the homes that would back up to 65th Street, as well as the flood control greenbelt along 65th Street.

The Public Hearing was opened at 8:36 p.m.

There being no comments, the Public Hearing was closed at 8:36+ p.m.

Motion: Moved by Rush, seconded by Howell to approve the item as presented.

Motion carried 4-0-1 with Welch abstaining.

Council Member Welch returned to the dais at 8:38 p.m.

9. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Rush stated that he provided the Small Business Expo information to the Public Information Officer, and he thanked staff for solving the truck parking issue on Whispering Hills. He inquired about whether or not there was an update on the potential library.

City Manager indicated that there was no update at that time.

Council Member Welch thanked everyone for attending the town hall meeting and their work on the agenda.

Mayor Bootsma reminded everyone about the dedication ceremony for Officer Gilbert Cortez, and the Eastvale Night Quakes game.

10. CITY MANAGER'S REPORT:

City Manager Jacobs announced that Police Captain Feltenberger had filled the open Traffic Officer position. The new Officer would start work on May 18, 2013.

11. CLOSED SESSION:

The City Council went into Closed Session at 8:41 p.m. Mayor Pro Tem Rush and Council Member DeGrandpre excused themselves from the meeting at 8:41 p.m.

11.1 CONFERENCE WITH LEGAL COUNSEL—SIGNIFICANT EXPOSURE TO LITIGATION

Subdivision (b)(1) of Section 54956.9

No. of Case(s): 1

The City Council exited Closed Session at 9:20 p.m. with no action taken.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:20 p.m.

Prepared by: Ariel M. Hall, Assistant City Clerk

ORDINANCE NO. 2013-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA APPROVING CHANGE OF ZONE NO. 12-0275 TO AMEND THE OFFICIAL ZONING MAP FROM R-1 (ONE-FAMILY DWELLINGS) FOR TWO RESIDENTIAL TRACTS (TRACTS 36382 AND 36373) AND W-1 (WATERCOURSE, WATERSHED, AND CONSERVATION AREAS) FOR 39.8 ACRES OF THE DUCK POND AREA TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE FOR THE PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF CITRUS AVENUE AND SCHOLAR WAY (ASSESSOR'S PARCEL NUMBERS 152-040-040 AND -035, AND 130-060-032 AND -033).

SECTION 1. The environmental impacts of the proposed project were addressed through two previously approved Mitigated Negative Declarations and Mitigation Monitoring and Reporting Programs that were adopted pursuant to Section 15074 (Article 6) of the California Environmental Quality Act (CEQA) Guidelines.

Evidence: The City Council, in light of the whole record before it, including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the Mitigated Negative Declarations that were adopted for the two approved projects (Project No. 11-0363 and Project No. 10-0117) and documents incorporated therein by reference, any written comments received and responses provided, the proposed consolidated Mitigation Monitoring and Reporting Program, and other substantial evidence (within the meaning of Public Resources Code Sections 21080(e) and 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

Review Period: In accordance with the CEQA Guidelines, the consolidated Mitigation Monitoring and Reporting Program does not require circulation for public review. The determination that the previous environmental documents were adequate for the proposed project was included in the public hearing notice for the Planning Commission meeting of March 20, 2013.

Mitigation Monitoring Program: That the consolidated Mitigation Monitoring and Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

No Significant Effect: Revisions made to the project plans agreed to by the applicant, and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study/Mitigated Negative Declaration to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the Planning Commission is

recommending to the City Council that the project will not have a significant effect on the environment.

SECTION 2. The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. Pursuant to Section 1.7 of the City of Eastvale Zoning Code, the City Council makes the finding below pertaining to Change of Zone No. 12-0275:

Finding 1: The proposed Change of Zone is in conformance with the adopted General Plan for the City.

Evidence: The current zoning designation for the project site is One-Family Dwellings (R-1) and the proposed zoning designation is PRD, which is consistent with the current Medium Density Residential (MDR) land use designation for the project site. The current MDR land use designation allows for the development of single-family residential subdivisions on parcels with a minimum lot size of 7,200 square feet. The proposed PRD zoning designation provides for the development of residential products that cannot be accommodated by standard residential zoning. The PRD zoning designation is consistent with the current MDR land use designation as it allows the development of a single-family subdivision on property designated by the General Plan for residential uses. The proposed PRD zone is compatible with other residential neighborhoods throughout the city, as it provides development standards that vary from the standard requirements of Eastvale's residential zoning districts to address site-specific conditions to accommodate residential developments that would be compatible with the area in which the development is located. Given this, the proposed Change of Zone is consistent with the City's General Plan.

SECTION 4. The Official Zoning Map for the City of Eastvale is hereby amended to change the zoning of Assessor's Parcel Numbers 152-040-040 and -035, and 130-060-032 and -033 from R-1 (One-Family Dwellings) for two residential tracts (Tracts 36382 and 36373) and W-1 (Watercourse, Watershed, and Conservation Areas) for 39.8 acres of the duck pond area to Planned Residential Development (PRD) zone as described and illustrated in Exhibit A attached hereto.

SECTION 5. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 6. If any section, subsection, subdivision, sentence, clause, 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 the 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, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The city clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

PASSED, APPROVED, AND ORDAINED this 22th day of May 2013.

Ike Bootsma, Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2013-06 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall

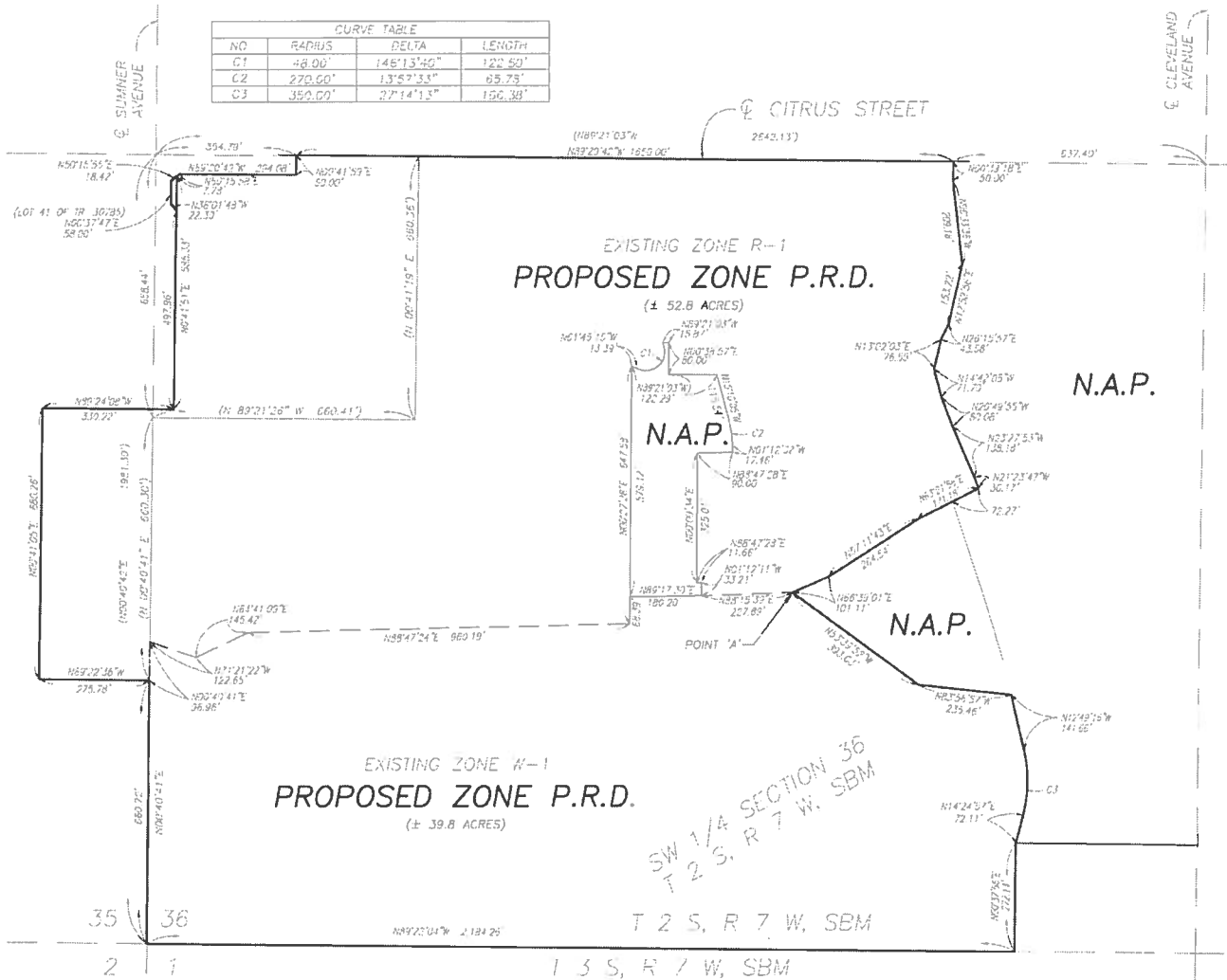
EXHIBIT A

Legal Description and Exhibit of Change of Zone No. 12-0275

PRADO-MIRA LOMA DISTRICT

PORTION OF SECTION 35 & 36, TOWNSHIP 2 SOUTH, RANGE 7 WEST, S.B.M.

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	48.00'	146°13'40"	122.50'
C2	270.00'	13°52'33"	65.75'
C3	350.00'	2°14'13"	156.38'



LEGAL DESCRIPTION

LOT 41 OF AMENDED TRACT NO. 30785, FILED IN BOOK 415, PAGES 9-13 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERRIAM, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 121, PAGES 62-71 INCLUSIVE OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PORTIONS OF SECTIONS 35 AND 36, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERRIAM, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 121, PAGES 62-71 INCLUSIVE OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36, THENCE, SOUTH 67°22'04" EAST, ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 2184.26 FEET;

THENCE, LEAVING SAID SOUTH LINE, NORTH 00°37'06" EAST, 272.14 FEET;

THENCE, NORTH 14°54'57" EAST, 76.11 FEET TO THE BEGINNING OF A CURVE, CONVEX WESTERLY AND HAVING A RADIUS OF 350.00 FEET;

THENCE, NORTHERLY 166.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'13"

THENCE, NORTH 12°49'16" WEST, 141.66 FEET;

THENCE, NORTH 83°56'57" WEST, 235.46 FEET;

THENCE, NORTH 0°34'52" WEST, 393.03 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE, NORTH 66°39'01" EAST, 101.11 FEET;

THENCE, NORTH 5°11'42" EAST, 254.54 FEET;

THENCE, NORTH 67°21'58" EAST, 171.79 FEET;

THENCE, NORTH 21°23'47" WEST, 30.12 FEET;

THENCE, NORTH 27°27'51" WEST, 138.19 FEET;

THENCE, NORTH 29°49'55" WEST, 80.42 FEET;

THENCE, NORTH 14°42'05" WEST, 71.70 FEET;

THENCE, NORTH 13°02'11" EAST, 76.55 FEET;

THENCE, NORTH 28°19'57" EAST, 43.59 FEET;

THENCE, NORTH 12°52'56" EAST, 151.22 FEET;

THENCE, NORTH 69°13'36" WEST, 269.18 FEET;

THENCE, NORTH 07°15'18" EAST, 50.00 FEET TO THE NORTHEAST CORNER OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 12-0330, RECORDED UNDER 14, 2012 AS INSTRUMENT NO. 2012-0272591 OF OFFICIAL RECORDS, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALSO BEING A POINT ON THE CENTERLINE OF CITRUS STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID CENTERLINE, NORTH 87°20'42" WEST, 1650.00 FEET;

THENCE, LEAVING SAID CENTERLINE, SOUTH 00°41'39" WEST, 30.00 FEET;

THENCE, NORTH 85°20'42" WEST, 294.38 FEET;

THENCE, NORTH 50°15'08" WEST, 7.78 FEET TO A POINT ON THE EASTERLY LINE OF AMENDED TRACT NO. 30785, RECORDED IN BOOK 415, PAGES 9-13 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE, ALONG SAID EASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°41'51" WEST, 180.32 FEET;

SOUTH 89°24'08" EAST, 330.22 FEET;

SOUTH 00°44'55" WEST, 163.26 FEET;

THENCE, LEAVING SAID EASTERLY LINE, SOUTH 89°22'36" EAST, 275.78 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 36;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°40'41" WEST, 660.72 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 36, DESCRIBED AS FOLLOWS;

COMMENCING AT HEREINAFTER DESCRIBED POINT 'A'; THENCE, SOUTH 88°15'33" WEST, 227.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE, SOUTH 89°17'30" WEST, 180.20 FEET;

THENCE, NORTH 00°07'28" EAST, 279.12 FEET;

THENCE, SOUTH 81°45'15" EAST, 113.39 FEET, TO THE BEGINNING OF A CURVE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 48.00 FEET;

THENCE, EASTERLY 122.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 146°13'40";

THENCE, SOUTH 89°21'03" EAST, 18.87 FEET;

THENCE, SOUTH 00°28'57" WEST, 80.00 FEET;

THENCE, SOUTH 89°21'03" EAST, 122.29 FEET;

THENCE, SOUTH 15°10'25" EAST, 115.54 FEET, TO THE BEGINNING OF A CURVE, CONVEX WESTERLY AND HAVING A RADIUS OF 270.00 FEET;

THENCE, SOUTHERLY 45.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 115°27'31";

THENCE, SOUTH 01°12'31" EAST, 17.46 FEET;

THENCE, SOUTH 86°47'29" WEST, 80.00 FEET;

THENCE, SOUTH 00°00'34" WEST, 126.01 FEET;

THENCE, NORTH 88°47'20" EAST, 111.61 FEET;

THENCE, SOUTH 01°12'11" EAST, 33.21 FEET, TO THE POINT OF BEGINNING

MAP NO. _____

CHANGE OF OFFICIAL ZONING PLAN

CHANGE OF ZONE CASE NO. _____

AMENDING ORDINANCE NO. _____

ADOPTED BY ORDINANCE NO. _____

DATE: _____, 2012

CITY OF EASTVALE CITY COUNCIL



SCALE: 1" = 200'



APN'S:
152-040-026, 152-040-040, 152-030-006
AND 152-040-036

ORDINANCE NO. 2013-08

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE
AMENDING EASTVALE SPECIFIC PLAN 300 TO ALLOW HOME OCCUPATIONS
SUBJECT TO THE REGULATIONS OF THE EASTVALE ZONING CODE**

The City Council of the City of Eastvale does hereby ordain as follows:

SECTION 1. Pursuant to CEQA, and in light of the whole record before it, including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Categorical Exemption incorporated therein by reference, any written comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code Sections 21080(e) and 21082.2) within the record and/or provided at the public hearing, the City Council hereby finds and determines as follows:

Finding: The project qualifies for a Categorical Exemption pursuant to Section 15301, Existing Facilities, and is determined to be exempt from further environmental review requirements contained in CEQA.

Evidence: The proposed amendment will allow home occupations in existing residential neighborhoods in Eastvale Specific Plan 300 and will not change the main residential use of the properties within this Specific Plan. The proposed amendment will not lead to any significant impacts to local traffic, noise, air quality, or water quality.

SECTION 2. Pursuant to Section 2.5 of the City of Eastvale Zoning Code, the City Council makes the finding below pertaining to the amendment to Eastvale Specific Plan 300 to allow home occupations subject to the regulations of the Eastvale Zoning Code:

Finding 1: The proposed Specific Plan amendment is consistent with the goals, policies, and objectives of the General Plan.

Evidence: The proposed amendment to Eastvale Specific Plan 300 will allow home occupations in the residential neighborhoods of the Specific Plan subject to the regulations of the Eastvale Zoning Code. This proposal will not change the primary residential use and will remain consistent with the current land use designations of the properties as designated by the General Plan.

Finding 2: The proposed amendment to Eastvale Specific Plan 300 meets the requirements set forth in the Zoning Code.

Evidence: The proposed amendment to Eastvale Specific Plan 300 will allow home occupations in the residential neighborhoods of the Specific Plan subject to compliance with the regulations of the Eastvale Zoning Code.

Finding 3: If the specific plan site, or any portion thereof, is located within the Chino Airport Influence Area, the City Council must find that (a) the Specific Plan and amendment have been reviewed by the Airport Land Use Commission, and (b) the Specific Plan is consistent with the most recently adopted version of the Chino Airport Land Use Compatibility Plan.

Evidence: The Airport Land Use Compatibility Plan shows that a large portion of Eastvale Specific Plan 300 is located in Zone D, which prohibits high noise-sensitive outdoor nonresidential uses, discourages schools, hospitals, and nursing homes, and requires airspace review for structures taller than 70 feet. The proposed amendment allows home occupations to be permitted in existing residential developments in Eastvale and does not involve development of prohibited or discouraged uses in Zone D. For these reasons, the proposed amendment does not require review by the Airport Land Use Commission and is consistent with the policies of the City of Eastvale General Plan and the Airport Land Use Compatibility Plan.

Finding 4: The language and contents of the Specific Plan shall be acceptable and must meet all applicable City standards.

Evidence: The language and contents of Eastvale Specific Plan 300 will remain as existing with a minor change to allow home occupations in the residential planning areas of the Specific Plan.

SECTION 4. Eastvale Specific Plan 300 is hereby amended to allow home occupations subject to the Eastvale Zoning Code in all residential planning areas (Planning Areas 2-4, 7-8, 11-12, and 14-16).

SECTION 5. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 6. If any section, subsection, subdivision, sentence, clause, 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 the 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, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The city clerk shall certify the adoption of this Ordinance and shall cause the same to be published in accordance with law.

PASSED, APPROVED, AND ORDAINED this 22nd day of May 2013.

Ike Bootsma, Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2013-08 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May 2013, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel Berry, Assistant City Clerk

ORDINANCE NO. 2013-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE MAKING FINDINGS AND ADOPTING UPDATES TO THE EASTVALE ZONING CODE

WHEREAS, upon its incorporation in 2010, the City of Eastvale (“City”) adopted the Riverside County Zoning Code; and

WHEREAS, subsequently in May 2012, the City adopted a comprehensive update to its Zoning Code to (i) reflect the goals, policies, and implementation measures of the City’s first General Plan; (ii) ensure compliance with applicable federal and state legislation; (iii) address the City’s key zoning issues; (iv) create development standards reflective of community desires; and (v) improve organization of usability of the Zoning Code; and

WHEREAS, in April 2013, the City has been working on several updates to the Zoning Code to address patio covers, compact parking, recreational equipment in front yard areas, and miscellaneous typographical and other issues; and

WHEREAS, draft updates for several sections of the Zoning Code have been completed to address patio covers, compact parking, and miscellaneous typographical and other issues that are attached to this Ordinance and incorporated herein by reference in Exhibit A (collectively, “Zoning Code Updates”); and

WHEREAS, once adopted, the Zoning Code Updates will replace the existing sections of the Zoning Code or included with the existing Zoning Code; and

WHEREAS, pursuant to state law, the Planning Commission on April 17, 2013, held a lawfully noticed public hearing on the Zoning Code Updates at which the Planning Commission received testimony on the proposed updates.

WHEREAS, after considering all public testimony, the Planning Commission recommended approval of the proposed Zoning Code Updates to the City Council; and

WHEREAS, upon receiving the Planning Commission’s recommendation of approval of the Zoning Code Updates, the City Council held a lawfully noticed public hearing on May 8, 2013, to consider adoption of the Zoning Code Updates; and

WHEREAS, the City Council finds that the Zoning Code Updates are consistent with the City’s General Plan because the Zoning Code Updates are compatible with applicable General Plan goals and policies, and do not impede achievement of the goals, policies, and actions; and

WHEREAS, the City is authorized to adopt the Zoning Code Updates pursuant to its “police power” granted by the California Constitution, in that, by establishing appropriate land uses and development standards for the efficient, orderly, and compatible development of real property, adoption of the Zoning Code Updates is reasonably related to the protection of the public health, safety, and welfare.

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

SECTION 1. Environmental Findings

Pursuant to CEQA, and in light of the whole record before it, including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Categorical Exemption incorporated therein by reference, any written comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code Sections 21080(e) and 21082.2) within the record and/or provided at the public hearing, the City Council hereby finds and determines as follows:

Finding: The project qualifies for a Categorical Exemption pursuant to CEQA Guidelines Section 15305, Minor Alterations in Land Use Limitations. This section "consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density, including but not limited to (a) Minor lot line adjustments, side yard, and setback variances not resulting in the creation of any new parcel."

Evidence: The proposed Zoning Code Updates affect the placement of an accessory structure (patio covers), the number and placement of compact parking spaces, and various typographical issues in the document. There are no properties affected by the changes that exceed 20 percent slope, and none of the changes will create a new parcel.

SECTION 2. Zoning Code Amendment

Pursuant to Section 1.7 of the City of Eastvale Zoning Code, the City Council makes the finding below pertaining to the Zoning Code Updates:

Finding 1: The City Council finds that the changes are consistent with the General Plan goals, policies, and implementation programs.

Evidence: The proposed Zoning Code Updates provide flexibility to property owners to construct patio covers within the rear yard setback, allow compact parking spaces, allow recreational equipment in front yard and other portions of residential lots, correct miscellaneous typographical errors, and address other issues that are minor in nature and will not change or impact the primary uses. The proposed updates are consistent with the General Plan because they do not change the zoning or land use designations or permitted uses of any properties.

Finding 2: If the amendment affects land within the Chino Airport Influence Area, the City Council must make an additional finding that the amendment is consistent with the most recent adopted version of the Chino Airport Land Use Compatibility Plan.

Evidence: The Airport Land Use Compatibility Plan shows that the northwestern portion of the city is located in Zones C, D, and E. These zones prohibit high noise-sensitive

outdoor nonresidential uses, discourage schools, hospitals, and nursing homes, and require airspace review for structures taller than 70 feet. The proposed updates provide flexibility to property owners to construct patio covers within the rear yard setback, allow compact parking spaces, correct miscellaneous typographical errors, and address other issues that are minor in nature and do not involve development of prohibited or discouraged uses in Zones C, D, and E. For these reasons, the proposed updates do not require review by the Airport Land Use Commission and are consistent with the policies of the City of Eastvale General Plan and the Airport Land Use Compatibility Plan.

SECTION 3. Adoption of Zoning Code Updates

(a) The City Council hereby adopts the Zoning Code Updates, attached to this Ordinance and incorporated herein by reference as Exhibit A.

(b) The City Council hereby repeals the following Zoning Code sections, which are superseded by the Zoning Code Updates:

1. Chapter 3, Table 3.2-2 “Development Standards for Residential and Agricultural Zones”
2. Chapter 3, Table 3.3-1 “Use Matrix for Commercial, Business Park, Industrial, and Special Purpose Zones”
3. Chapter 5, Section 5.2.B “Yard Encroachments”
4. Chapter 5, Section 5.6.D “Development Standards for Off-Street Parking Facilities”
5. Chapter 5, Section 5.12 “Accessory Structures”
6. Chapter 6 “Glossary”

SECTION 4. Severability

If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

SECTION 5. Publication and Effective Date

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the *Riverside Press Enterprise*, a newspaper of general circulation printed and published in Riverside County and circulated in the City of Eastvale, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED, APPROVED, AND ORDAINED this 22nd day of May 2013.

Ike Bootsma, Mayor

Attest:

Ariel Berry, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2013-09 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May, 2013, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel M. Hall, Assistant City Clerk

Exhibit A – Zoning Code Updates

ORDINANCE NO. 2013-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA APPROVING CHANGE OF ZONE NO. 11-0558 TO AMEND THE OFFICIAL ZONING MAP FROM HEAVY AGRICULTURE (A-2-10) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE FOR THE REAL PROPERTY LOCATED AT 6313 ARCHIBALD AVENUE (NORTHWEST OF ARCHIBALD AVENUE AND 65TH STREET (ASSESSOR'S PARCEL NUMBERS 144-010-034 AND -035)

The City Council of the City of Eastvale does hereby ordain as follows:

SECTION 1. The proposed project requires the adoption of a Mitigated Negative Declaration pursuant to Section 15074 (Article 6) of the California Environmental Quality Act (CEQA) Guidelines.

Evidence: The City Council, in light of the whole record before it, including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration, and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring and Reporting Program, and other substantial evidence (within the meaning of Public Resources Code Sections 21080(e) and 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105.

Compliance with Law: That the Mitigated Negative Declaration was prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Eastvale.

Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Eastvale.

Mitigation Monitoring Program: A Mitigation Monitoring and Reporting Program was prepared for adoption along with the project to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project

and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the Planning Commission is recommending to the City Council that the project will not have a significant effect on the environment.

SECTION 2. The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. Pursuant to Section 1.7 of the City of Eastvale Zoning Code, the City Council makes the finding below pertaining to Change of Zone No. 11-0558:

Finding 1: The proposed Change of Zone is in conformance with the adopted General Plan for the City.

Evidence: The current zoning designation for the project site is Heavy Agriculture (A-2-10) and the proposed zoning designation is PRD, which is consistent with the proposed MDR land use designation for the project site. The proposed MDR land use designation allows for the development of single-family residential subdivisions on parcels with a minimum lot size of 7,200 square feet. The proposed PRD zoning designation provides for the development of residential products that cannot be accommodated by standard residential zoning. The PRD zoning designation is consistent with the proposed Medium Density Residential (MDR) land use designation, as it allows the development of single-family subdivisions on property designated by the General Plan for residential uses. The proposed PRD zone is compatible with other residential neighborhoods throughout the city. It provides development standards that vary from the standard requirements of Eastvale's residential zoning districts to address site-specific conditions to accommodate residential developments that would be compatible with the area in which the development is located. Given this, the proposed Change of Zone is consistent with the City's General Plan.

Finding 2: The proposed Change of Zone is consistent with the most recent adopted version of the Chino Airport Land Use Compatibility Plan.

Evidence: On September 13, 2012, the Riverside County Airport Land Use Commission (ALUC) reviewed the project design for The Trails at Eastvale and found that the proposed General Plan Amendment to MDR, Change of Zone to PRD, and Tentative Tract Map No. 36423 are consistent with the 2008 Chino Airport Land Use Compatibility Plan. The ALUC recommended that several conditions be placed on the project to ensure consistency with the airport. Those conditions have been added to the conditions of approval for the project and are identified in the project's Mitigation Monitoring and Reporting Program. Given this, the proposed Change of Zone is consistent with the most recent adopted version of the Chino Airport Land Use Compatibility Plan.

SECTION 4. The Official Zoning Map for the City of Eastvale is hereby amended to change the zoning of Assessor's Parcel Numbers 144-010-034 and -035 from Heavy Agriculture (A-2-10) to Planned Residential Development (PRD) zone as described and illustrated in Exhibit A

attached hereto.

SECTION 5. The Official Development Standards for Assessor's Parcel Numbers 144-010-034 and -035 are hereby adopted as described and illustrated in PRD No. 11-0558 – Neighborhood Design Standards. The Neighborhood Design Standards incorporated therein and forming the record of decision therefore, shall be filed with the Eastvale Planning Department at the Eastvale City Hall, and shall be made available for public review upon request.

SECTION 6. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 7. If any section, subsection, subdivision, sentence, clause, 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 the 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, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. The city clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

PASSED, APPROVED, AND ORDAINED this 22ND day of May 2013.

Ike Bootsma, Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2013-07 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22th day of May, 2013, by the following called vote:

AYES:

NOES:

ABSENT:

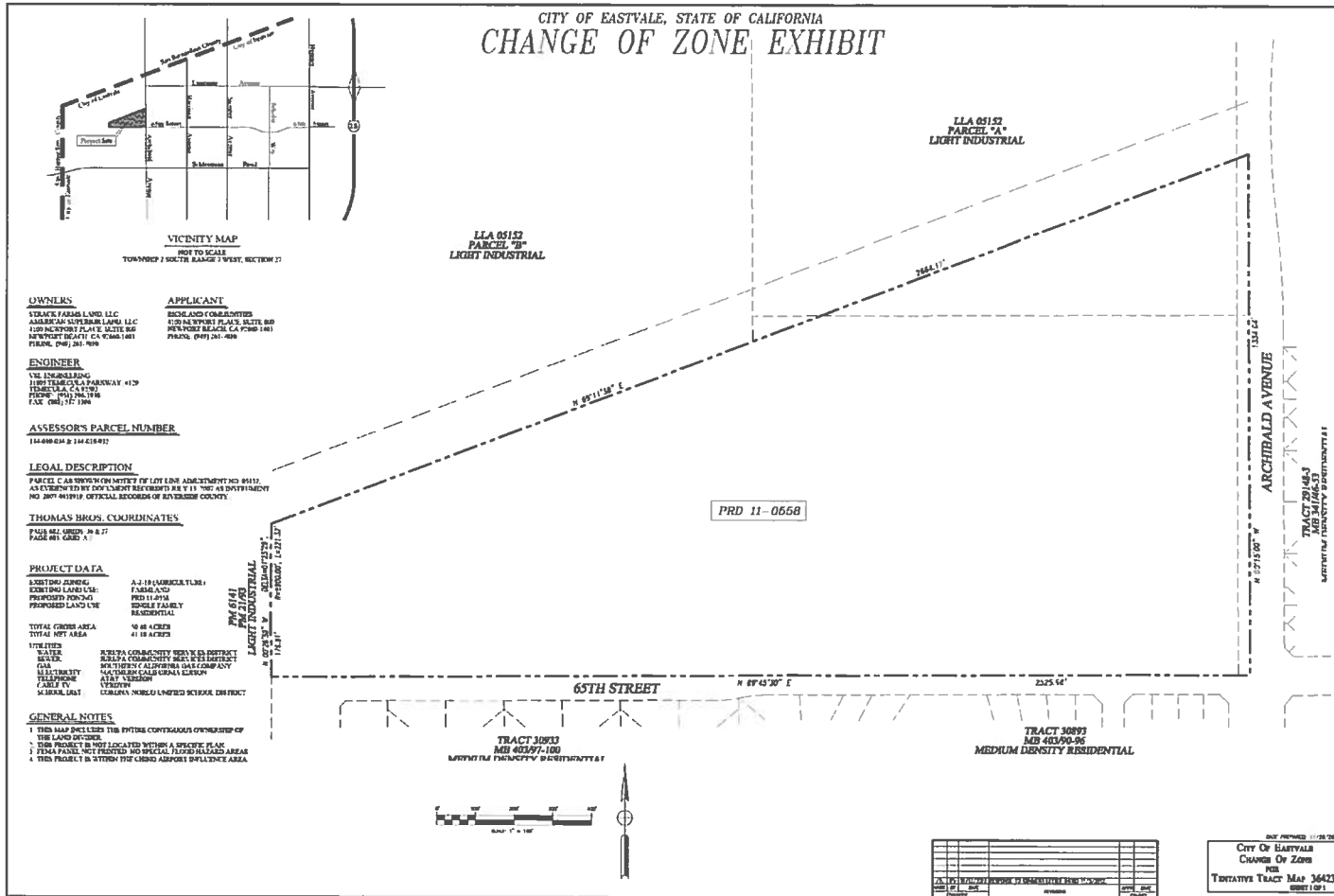
ABSTAIN:

Assistant City Clerk, Ariel M. Hall

EXHIBIT A

Legal Description and Exhibit of Change of Zone No. 11-0558

CHANGE OF ZONE NO. 11-0558





City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

**SUBJECT: LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT 89-1
CONSOLIDATED**

RECOMMENDATION: ADOPT THE FOLLOWING RESOLUTIONS

1. RESOLUTION NO. 13-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE ANNUAL REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2013/14, AND

2. RESOLUTION NO. 13-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2013/14

BACKGROUND:

Landscaping and Lighting Maintenance District No. 89-1 Consolidated (the "District") is a special financing district established to fund specific maintenance activities. Properties within the District receive special benefit from the maintenance activities and are assessed annually to fund those maintenance activities. The annual budget and assessment calculation are prepared and presented in the form of an annual engineer's report. These resolutions approve the annual engineer's report, declare the City's intention to levy and collect assessments and set the time and place of a Public Hearing. The next step in the process is to hold a Public Hearing on June 12th and order the levy and collection of assessments. The assessments are submitted to the County Auditor for collection the Agreement is required by the County prior to that data submittal.

DISCUSSION:

The District funds annual maintenance activity at various sites including maintenance, servicing and operation of traffic signals, streetlights, maintenance and servicing of catch basin filtration system improvements. The District contains 11 zones of benefit.

FISCAL IMPACT:

Costs associated with the preparation of the annual engineer's report and the annual levy and collection of assessments is charged to the District. Failure to approve the accompanying resolutions and agreement would result in an inability to collect the annual assessment which totals approximately \$220,000.

ATTACHMENTS:

1. Resolution 13-15
2. Resolution 13-16
3. Engineer's Report

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs, City Manager

John Cavanaugh, City Attorney

RESOLUTION NO. 13-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
APPROVING THE ANNUAL REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE
DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2013/14**

WHEREAS, the City Council (the "Council") of the City of Eastvale (the "City") previously completed the proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 89-1 Consolidated (the "District"); and

WHEREAS, the City has retained NBS Government Finance Group, DBA NBS ("NBS") for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

WHEREAS, the Council has, by previous Resolution, directed NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE the City Council of the City of Eastvale does Hereby Resolve, Determine, Find and Order as follows:

RECITALS

1. The above recitals are true and correct.

ENGINEER'S REPORT

2. The Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2013 and ending June 30, 2014.

PASSED, APPROVED, AND ADOPTED this 22nd day of May 2013.

Ike Bootsma
Mayor

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh
City Attorney

Ariel M. Hall
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Resolution Number 13-15 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall

RESOLUTION NO. 13-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2013/14

WHEREAS, the City Council (the "Council") of the City of Eastvale (the "City") previously completed the proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 89-1 Consolidated (the "District"); and

WHEREAS, the City has retained NBS Government Finance Group, DBA NBS ("NBS") for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

WHEREAS, the Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

WHEREAS, the assessments proposed by this resolution will be for the purpose of meeting operating expenses and purchasing supplies, equipment, or materials necessary to maintain improvements within the District.

NOW, THEREFORE the City Council of the City of Eastvale does Hereby Resolve, Determine, Find and Order as follows:

RECITALS

1. The above recitals are true and correct.

INTENTION

2. The Council hereby declares its intention to levy and collect assessments within the District to pay the costs of the maintenance and servicing of the improvements for the fiscal year commencing July 1, 2013 and ending June 30, 2014. The Council finds that the public's best interest requires such action.

IMPROVEMENTS

3. The improvements that are being maintained are various streetlights, traffic signals, fossil filters and associated appurtenant facilities. Operating, maintaining and servicing include, but are not limited to, personnel, materials, electrical energy and water. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a satisfactory condition. There are no substantial changes proposed to be made to existing improvements.

ASSESSMENT DISTRICT NAME AND LOCATION

4. Landscape and Lighting Maintenance District No. 89-1 Consolidated has eleven zones located in the City of Eastvale. For detailed information regarding the location of each zone, please refer to the Annual Report on file with the City Clerk.

ANNUAL REPORT

5. Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the Assessment District Diagrams, and the proposed assessments upon assessable lots and parcels of land in the District.

NOTICE OF PUBLIC HEARING

6. The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on June 12, 2013 at 6:30 pm or as soon thereafter as is feasible in the Council Chambers located at Rosa Parks Elementary, 13830 Whispering Hills Drive, Eastvale, CA 92880. The Council further orders the Clerk to publish notice of this Resolution in accordance with Section 22626 of the Act.

INCREASE OF ASSESSMENT

7. The maximum assessment is not proposed to increase from the previous year above that amount previously approved by the property owners.

PASSED, APPROVED, AND ADOPTED this 22nd day of May 2013.

Ike Bootsma
Mayor

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh
City Attorney

Ariel Berry
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Resolution Number 13-16 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May, 2013, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall



City of Eastvale

Annual Report

**Landscaping and Lighting Maintenance District No. 89-1 Consolidated
Zones 10, 33, 41, 79, 85, 111, 115, 116, 147, 151 & 156**

Fiscal Year 2013/14

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

CITY OF EASTVALE
12363 Limonite Ave, Suite 910
Eastvale, CA 91752
Phone: 951-361-0900

CITY COUNCIL

Ike Bootsma, Mayor

Adam Rush, Mayor Pro Tem

Jeff DeGrandpre, Council Member

Kelly Howell, Council Member

Ric Welch, Council Member

CITY STAFF

Carol Jacobs, City Manager

John Cavanaugh, City Attorney

Terry Shea, Finance Director

Joann Gitmed, Deputy Finance Director

George Alvarez, City Engineer

NBS

Danielle Wood, Client Services Director

Sara Mares, Senior Consultant

TABLE OF CONTENTS

ASSESSMENT SUMMARY 1

INTRODUCTION 4

Reason for Assessment..... 4

Process for Annual Assessment..... 4

Same or Lesser Assessment..... 5

Increased Assessment or Annexation to District..... 5

Fiscal Year 2013/14 Assessment..... 6

PLANS AND SPECIFICATIONS 7

Description of Improvements 7

Map of Improvements 8

ESTIMATE OF COSTS 9

Zone 10..... 9

Zone 33..... 11

Zone 41..... 13

Zone 79..... 15

Zone 85..... 17

Zone 111..... 19

Zone 115..... 21

Zone 116..... 23

Zone 147..... 25

Zone 151..... 27

Zone 156..... 29

Definitions of Budget Items 31

METHOD OF ASSESSMENT 33

Legal Considerations 33

Special Benefit..... 34

General Benefit..... 35

Method of Assessment Spread 35

Fiscal Year 2013/14 Assessment..... 36

APPENDIX A - MAPS OF IMPROVEMENTS 39

APPENDIX B - ASSESSMENT DIAGRAMS 77

APPENDIX C - ASSESSMENT ROLL 115

ASSESSMENT SUMMARY

On March 27, 2013, the City Council of the City of Eastvale (the "City"), under the Landscape and Lighting Act of 1972 (the "1972 Act") adopted its Resolution No. 13-08, a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of an Annual Report for Landscaping and Lighting Maintenance District No. 89-1 Consolidated (the "District") for Fiscal Year 2013/14.

The Resolution Initiating Proceedings directed NBS to prepare and file an Annual Report for Fiscal Year 2013/14 pursuant to the requirements of the 1972 Act. The Annual Report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the District for the referenced fiscal year, a diagram for the District, showing the area and properties proposed to be assessed, and an assessment of the estimated costs of the maintenance, operations and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels in the District in proportion to the special benefit received.

The following assessment is proposed to be authorized in order to pay the estimated costs of administration, maintenance, operation and servicing of the improvements to be paid by the assessable real property in the District in proportion to the special benefit received. The following table summarizes the proposed assessment for each Zone within the District.

Zone 10

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$1,386.00
Incidental Expenses	148.74
Other Costs/Contributions	196.74
Total Net Amount to be Assessed	\$1,731.48
Total Number of Acres to be Assessed	26.05
Actual Assessment per Acre	\$66.47
<i>Maximum Allowable Assessment per Acre</i>	<i>\$102.35</i>

Zone 33

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$792.00
Incidental Expenses	122.88
Other Costs/Contributions	215.78
Total Net Amount to be Assessed	\$1,130.66
Total Number of Acres to be Assessed	12.25
Actual Assessment per Acre	\$92.30
<i>Maximum Allowable Assessment per Acre</i>	<i>\$92.30</i>

Zone 41

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$151,184.94
Incidental Expenses	11,487.38
Other Costs/Contributions	0.00
Total Net Amount to be Assessed	\$162,672.32
Total Number of Parcels to be Assessed	3,518
Actual Assessment per Parcel	\$46.24
<i>Maximum Allowable Assessment per Parcel</i>	\$53.58

Zone 79

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$1,276.86
Incidental Expenses	1,128.38
Other Costs/Contributions	0.00
Total Net Amount to be Assessed	\$2,405.24
Total Number of Parcels to be Assessed	314
Actual Assessment per Parcel	\$7.66
<i>Maximum Allowable Assessment per Parcel</i>	\$8.59

Zone 85

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$2,710.89
Incidental Expenses	116.41
Other Costs/Contributions	0.00
Total Net Amount to be Assessed	\$2,827.30
Total Number of Acres to be Assessed	1.03
Actual Assessment per Acre	\$2,744.95
<i>Maximum Allowable Assessment per Acre</i>	\$3,522.28

Zone 111

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$18,967.63
Incidental Expenses	1,251.25
Other Costs/Contributions	0.00
Total Net Amount to be Assessed	\$20,218.88
Total Number of Parcels to be Assessed	352
Actual Assessment per Parcel	\$57.44
<i>Maximum Allowable Assessment per Parcel</i>	\$75.80

Zone 115

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$1,800.15
Incidental Expenses	837.40
Other Costs/Contributions	0.01
Total Net Amount to be Assessed	\$2,637.56
Total Number of Parcels to be Assessed	224
Actual Assessment per Parcel	\$11.76
<i>Maximum Allowable Assessment per Parcel</i>	\$13.49

Zone 116

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$5,233.00
Incidental Expenses	1,235.08
Other Costs/Contributions	0.00
Total Net Amount to be Assessed	\$6,468.08
Total Number of Parcels to be Assessed	347
Actual Assessment per Parcel	\$18.64
<i>Maximum Allowable Assessment per Parcel</i>	<i>\$21.09</i>

Zone 147

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$616.51
Incidental Expenses	675.75
Other Costs/Contributions	(32.50)
Total Net Amount to be Assessed	\$1,259.76
Total Number of Parcels to be Assessed	174
Actual Assessment per Parcel	\$7.24
<i>Maximum Allowable Assessment per Parcel</i>	<i>\$7.25</i>

Zone 151

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$4,056.48
Incidental Expenses	145.06
Other Costs/Contributions	317.44
Total Net Amount to be Assessed	\$4,518.98
Total Number of Acres to be Assessed	14.1
Actual Assessment per Acre	\$320.53
<i>Maximum Allowable Assessment per Acre</i>	<i>\$379.50</i>

Zone 156

	Fiscal Year 2013/14
Maintenance, Operation and Servicing Costs	\$2,186.56
Incidental Expenses	142.28
Other Costs/Contributions	1,087.48
Total Net Amount to be Assessed	\$3,416.32
Total Number of Acres to be Assessed	10.88
Actual Assessment per Acre	\$313.71
<i>Maximum Allowable Assessment per Acre</i>	<i>\$368.54</i>

INTRODUCTION

Reason for Assessment

Approval of the assessment covered by this Annual Report will generate the revenue necessary to provide for the maintenance and servicing of the improvements described in this Annual Report.

Maintenance may include but is not limited to, all of the following: the repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury; the removal of trimming, rubbish, debris and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of: electric current or energy, gas or other illuminating agent for any lighting facilities or for the lighting or operation of any other improvements; water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses includes all of the following: the costs of preparation of the report, including plans, specifications, estimates, diagram and assessment; the costs of printing, advertising and the giving of published, posted and mailed notices; compensation payable to the County for collection of assessments; compensation of any engineer or attorney employed to render services in proceedings pursuant to the 1972 Act; any other expenses incidental to the maintenance and servicing of the improvements; costs associated with any proceedings held for the approval of a new or increased assessment. Incidental expenses also includes costs related to project management as well as costs of the City related to the administration of the District including legal fees, accounting, finance and insurance costs.

Process for Annual Assessment

The City cannot levy and collect annual assessments in the District without complying with the procedures specified in the 1972 Act. On an annual basis, a Report must be prepared which contains plans and specifications for the improvements, an estimate of the costs of maintenance and servicing the improvements, a diagram for the assessment district, the proposed assessments upon assessable lots and parcels of land within the district, and an assessment of the estimated costs of improvements.

The City Council must also adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicate the general location of the district.
- Refers to the Annual Report, on file with the clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

Same or Lesser Assessment

If the assessments are to be levied in the same or lesser amounts than the maximum assessment amount approved, the City Clerk shall give notice by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.

Increased Assessment or Annexation to District

If the assessment to be levied exceeds the maximum assessment amount previously approved, or additional land is to be annexed to the District, the City must comply with the procedures specified in Article XIII D and Proposition 218. The voters in the State of California in November 1996 added Article XIII D to the California Constitution imposing, among other requirements, the necessity for the City to conduct an assessment ballot procedure to enable the owners of each property on which assessments are proposed to be enacted or increased, the opportunity to express their support for, or opposition to the proposed assessment or increase in such assessment. The basic steps of the assessment ballot procedure are outlined below.

The City must prepare a Notice of Public Hearing ("Notice"), which describes, along with other mandated information, the reason for the proposed assessments, and to provide a date and time of a public hearing to be held on the matter. The City must also prepare an assessment ballot, which clearly gives the property owner the ability to sign and mark their assessment ballot either in favor of, or in opposition to the proposed assessment. The Notice and assessment ballot are mailed to each affected property owner within the District a minimum of 45 days prior to the public hearing date as shown in the Notice. The City may also hold community meetings with the property owners to discuss the issues facing the District and to answer property owner questions directly.

After the Notice and assessment ballot are mailed, property owners are given until the close of the public hearing, stated in the Notice, to return their signed and marked assessment ballot. During the public hearing, property owners are given the opportunity to address the City Council and ask questions or voice their concerns. At the public hearing, the returned assessment ballots received prior to the close of the public hearing are tabulated, weighted by the proposed assessment amount on each property and the results are announced by the City Council.

Article XIII D provides that if, as a result of the assessment ballot proceeding, a majority protest is found to exist, the City Council shall not have the authority to levy and collect the assessments as proposed. A majority protest exists if the assessments represented by ballots submitted in opposition exceed those submitted in favor of the assessment. All returned ballots are tabulated and weighted according to the financial obligation of each particular parcel.

If there is no majority protest as described above, the City Council may approve the proposed assessments. If there is a majority protest, as described above, the City will not levy and collect any assessments.

Fiscal Year 2013/14 Assessment

The 2013/14 assessments described in this Annual Report for the District are not proposed to exceed the previously approved maximum assessment range formula that was approved at the time the District was formed. No land is proposed to be annexed to the District. There are no proposed new improvements or any substantial changes in existing improvements.

PLANS AND SPECIFICATIONS

The District provides for the administration, maintenance, operations, and servicing of various improvements located in the District.

Description of Improvements

Zone 10 –	Provision of electricity to all streetlights within the public right-of-way: Hamner Ave, Limonite Ave.		
Zone 33 –	Provision of electricity to all streetlights within the public right-of-way: Milliken Ave, Riverside Dr.		
Zone 41 –	Maintenance and servicing of fossil filters within public right-of-way:		
	58 th St	Emmerdale St	Old Peak Ln
	65 th St	Emmerglan Way	Oosten Farms Rd
	68 th St	Estonian Dr	Orange St
	A Rd	Everglades St	Painted Canyon Dr
	Amberview Pl	Fabiola Ln	Pebble Creek Dr
	Archibald Ave	Fern Creek Ct	Pheasant Knoll Rd
	Ashford Mill Ct	Fieldmaster St	Prairie Smoke Rd
	Ashwell Ct	Fiske Dr	Quarter Horse Dr
	Bashkir St	Florence St	Rick Ln
	Becker Dr	French Trotter Dr	Rolling Stream Pl
	Berry Creek Dr	Gale Ln	Rosebay Ct
	Bittersweet Ln	Gamebird St	Saline Dr
	Black Horse St	Golden Club Dr	Sand Dunes St
	Blazing Star Dr	Dybsum Creek Dr	Schleisman Rd
	Brass Ring Ln	Hall Ave	Settlers Ridge Ct
	Bridge St	Hamner Ave	Shadyside Way
	Calina Ln	Harrison Ave	Shinkle Dr
	Caliterra Ct	Harrow St	Snow Bunting Ct
	Campfire Pl	Hunterville Dr	Stonegate Dr
	Campolina Dr	Iron Horse Ln	Sumner Ave
	Canopy Ln	Ithica Dr	Sunny Brook Ln
	Cari Ct	Kendra Ln	Thornbury Ln
	Caxton St	Kenton Pl	Vienna Dr
	Cherry Creek Cir	Lancelot Dr	Wells Spring St
	Citrus St	Lost Horse Rd	Whispering Hills Dr
	Cleveland Ave	Lynnais St	Whitewell Rd
	Cottage Grove Dr	Meadowvale St	Wild Lupine Rd
	Criolla Cir	Midnight Rose Cir	Wind River Rd
	Dalebrook Dr	Milliken Ave	Wood Canyon Ct
	Dock Dr	Moonriver St	Woodside St
	Dusty Trail Rd	Nordland Dr	Yuma Terrace Ct
Zone 79 –	Maintenance and servicing of fossil filters within public right-of-way: Private St.		
Zone 85 –	Maintenance and servicing of fossil filters within public right-of-way: Hamner Ave.		
Zone 111 –	Maintenance and servicing of fossil filters and traffic signals within public right-of way:		
	Archibald Ave	Healy Lake St	Selby Ave
	Berry Creek St	Hooper Bay Rd	Serenade Dr
	Coyote Valley St	Lower Creek St	Smith River Rd
	Eastvale Pkwy	Redwood Valley Rd	Swan Creek Dr
	Fairchild Dr	Rolling Stream Pl	Wind River Dr
	Fiske Dr	Schleisman Rd	
Zone 115 –	Maintenance and servicing of fossil filters and traffic signals within public right-of-way: A St, Cleveland Ave, Flower St, Hamner Ave, Schleisman Rd.		

- Zone 116** – Maintenance and servicing of fossil filters and traffic signals within public right-of-way: Aldergate Dr, Tiburon Dr, Schleisman Rd, Whimbrel Dr.
- Zone 147** – Maintenance and servicing of traffic signals within public right-of-way: Hellman Ave, Schleisman Rd, Whitewell Rd.
- Zone 151** – Maintenance and servicing of, and provision of electricity for, traffic signals within the public right of way at the intersections of: Limonite Ave & Eastvale Gateway, Limonite Ave & Hamner Ave, Hamner Ave & Eastvale Gateway, Hamner Ave & Oakdale St.
- Zone 156** – Maintenance and servicing of, and provision of electricity for, traffic signals within the public right of way at the intersections of: Archibald Ave & Schleisman Rd, Archibald Ave & Soleil Dr, Schleisman Rd & Enclave Dr.

Map of Improvements

Please refer to Appendix A for the maps of improvements for each Zone of the District.

ESTIMATE OF COSTS

The estimated costs of administration, maintenance, operations, and servicing the improvements, as described in the Plans and Specifications for each Zone, are summarized below.

Zone 10

Annual Budget

The estimated costs associated with Zone 10 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Energy Costs for 7 Streetlights	\$1,386.00
Subtotal Maintenance, Operation and Servicing Costs	\$1,386.00
Incidental Expenses	
Annual Administration (City)	\$1.77
Annual Administration (Consultant)	28.29
County Collection Fees	118.68
Subtotal Incidental Expenses	\$148.74
Total District Costs	\$1,534.74
Operating Reserve Contribution	0.00
Operating Reserve Collection	196.80
Contribution From Other Sources	0.00
Rounding Adjustment	(0.06)
Total Costs to be Assessed	\$1,731.48
Total Net District Assessment	\$1,731.48
Total District Acres to be Assessed	26.05
Actual Assessment per Acre – Fiscal Year 2013/14	\$66.47
Maximum Allowable Assessment per Acre – Fiscal Year 2013/14	\$102.35

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 10 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$478.66
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	196.80
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$675.46

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per acre listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for "electricity" for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2004."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 33

Annual Budget

The estimated costs associated with Zone 33 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Energy Costs for 4 Streetlights	\$792.00
Subtotal Maintenance, Operation and Servicing Costs	\$792.00
Incidental Expenses	
Annual Administration (City)	\$0.48
Annual Administration (Consultant)	7.72
County Collection Fees	114.68
Subtotal Incidental Expenses	\$122.88
Total District Costs	\$914.88
Operating Reserve Contribution	0.00
Operating Reserve Collection	215.80
Contribution From Other Sources	0.00
Rounding Adjustment	(0.02)
Total Costs to be Assessed	\$1,130.66
Total Net District Assessment	\$995.92
Total District Acres to be Assessed	12.25
Actual Assessment per Acre – Fiscal Year 2013/14	\$92.30
Maximum Allowable Assessment per Acre – Fiscal Year 2013/14	\$92.30

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 33 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$134.01
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	215.80
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$349.81

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per acre listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for "electricity" for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2006."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 41

Annual Budget

The estimated costs associated with Zone 41 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Fossil Filters	\$51,000.00
Field Inspection/Management	4,080.00
Repair/Replacement	96,104.94
Subtotal Maintenance, Operation and Servicing Costs	\$151,184.94
Incidental Expenses	
Annual Administration (City)	\$567.08
Annual Administration (Consultant)	9,048.12
County Collection Fees	1,872.18
Subtotal Incidental Expenses	\$11,487.38
Total District Costs	\$162,672.32
Operating Reserve Contribution	0.00
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$162,672.32
Total Net District Assessment	\$162,672.32
Total District Parcels to be Assessed	3,518
Actual Assessment per Parcel – Fiscal Year 2013/14	\$46.24
Maximum Allowable Assessment per Parcel – Fiscal Year 2013/14	\$53.58

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 41 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$462,817.37
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$462,817.37

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget above, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2005."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 79

Annual Budget

The estimated costs associated with Zone 79 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Fossil Filters	\$300.00
Field Inspection/Management	24.00
Repair/Replacement	952.86
Subtotal Maintenance, Operation and Servicing Costs	\$1,276.86
Incidental Expenses	
Annual Administration (City)	\$50.61
Annual Administration (Consultant)	807.59
County Collection Fees	270.18
Subtotal Incidental Expenses	\$1,128.38
Total District Costs	\$2,405.24
Operating Reserve Contribution	0.00
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$2,405.24
Total Net District Assessment	\$2,405.24
Total District Parcels to be Assessed	314
Actual Assessment per Parcel – Fiscal Year 2013/14	\$7.66
Maximum Allowable Assessment per Parcel – Fiscal Year 2013/14	\$8.59

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 79 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$7,865.55
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$7,865.55

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2007."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 85

Annual Budget

The estimated costs associated with Zone 85 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Fossil Filters	\$300.00
Field Inspection/Management	24.00
Repair/Replacement	2,386.89
Subtotal Maintenance, Operation and Servicing Costs	\$2,710.89
Incidental Expenses	
Annual Administration (City)	\$0.16
Annual Administration (Consultant)	2.57
County Collection Fees	113.68
Subtotal Incidental Expenses	\$116.41
Total District Costs	\$2,827.30
Operating Reserve Contribution	0.00
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$2,827.30
Total Net District Assessment	\$2,827.30
Total District Acres to be Assessed	1.03
Actual Assessment per Acre – Fiscal Year 2013/14	\$2,744.95
Maximum Allowable Assessment per Acre – Fiscal Year 2013/14	\$3,522.28

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 85 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$7,031.96
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$7,031.96

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2007."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 111

Annual Budget

The estimated costs associated with Zone 111 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Traffic Signals	\$1,919.65
Fossil Filters	5,500.00
Field Inspection/Management	440.00
Repair/Replacement	11,107.98
Subtotal Maintenance, Operation and Servicing Costs	\$18,967.63
Incidental Expenses	
Annual Administration (City)	\$56.74
Annual Administration (Consultant)	905.33
County Collection Fees	289.18
Subtotal Incidental Expenses	\$1,251.25
Total District Costs	\$20,218.88
Operating Reserve Contribution	0.00
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$20,218.88
Total Net District Assessment	\$20,218.88
Total District Parcels to be Assessed	352
Actual Assessment per Parcel – Fiscal Year 2013/14	\$57.44
Maximum Allowable Assessment per Parcel – Fiscal Year 2013/14	\$75.80

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 111 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$7,031.96
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$7,031.96

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2007."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 115

Annual Budget

The estimated costs associated with Zone 115 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Traffic Signals	\$306.02
Fossil Filters	0.00
Field Inspection/Management	0.00
Repair/Replacement	1,494.13
Subtotal Maintenance, Operation and Servicing Costs	\$1,800.15
Incidental Expenses	
Annual Administration (City)	\$36.10
Annual Administration (Consultant)	576.12
County Collection Fees	225.18
Subtotal Incidental Expenses	\$837.40
Total District Costs	\$2,637.55
Operating Reserve Contribution	0.00
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.01
Total Costs to be Assessed	\$2,637.56
Total Net District Assessment	\$2,637.56
Total District Parcels to be Assessed	224
Actual Assessment per Parcel – Fiscal Year 2013/14	\$11.76
Maximum Allowable Assessment per Parcel – Fiscal Year 2013/14	\$13.49

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 115 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$0.00
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$0.00

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2008."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 116

Annual Budget

The estimated costs associated with Zone 116 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Traffic Signals	\$411.01
Fossil Filters	900.00
Field Inspection/Management	72.00
Repair/Replacement	3,849.99
Subtotal Maintenance, Operation and Servicing Costs	\$5,233.00
Incidental Expenses	
Annual Administration (City)	\$55.93
Annual Administration (Consultant)	892.47
County Collection Fees	286.68
Subtotal Incidental Expenses	\$1,235.08
Total District Costs	\$6,468.08
Operating Reserve Contribution	0.00
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$6,468.08
Total Net District Assessment	\$6,468.08
Total District Parcels to be Assessed	347
Actual Assessment per Parcel – Fiscal Year 2013/14	\$18.64
Maximum Allowable Assessment per Parcel – Fiscal Year 2013/14	\$21.09

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 116 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$19,957.59
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$19,957.59

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2008."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 147

Annual Budget

The estimated costs associated with Zone 147 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Traffic Signals	\$616.51
Subtotal Maintenance, Operation and Servicing Costs	\$616.51
Incidental Expenses	
Annual Administration (City)	\$28.05
Annual Administration (Consultant)	447.52
County Collection Fees	200.18
Subtotal Incidental Expenses	\$675.75
Total District Costs	\$1,292.26
Operating Reserve Contribution	(32.50)
Operating Reserve Collection	0.00
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$1,259.76
Total Net District Assessment	\$1,259.76
Total District Parcels to be Assessed	174
Actual Assessment per Parcel – Fiscal Year 2013/14	\$7.24
Maximum Allowable Assessment per Parcel – Fiscal Year 2013/14	\$7.25

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 147 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$663.03
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$663.03

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per parcel listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers for "electricity" ("CPI-U" "electricity") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual "CPI-U" "electricity" adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2009."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 151

Annual Budget

The estimated costs associated with Zone 151 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Traffic Signals	\$4,056.48
Subtotal Maintenance, Operation and Servicing Costs	\$4,056.48
Incidental Expenses	
Annual Administration (City)	\$1.61
Annual Administration (Consultant)	25.27
County Collection Fees	118.18
Subtotal Incidental Expenses	\$145.06
Total District Costs	\$4,201.54
Operating Reserve Contribution	0.00
Operating Reserve Collection	317.44
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$4,518.98
Total Net District Assessment	\$4,519.36
Total District Acres to be Assessed	14.1
Actual Assessment per Acre – Fiscal Year 2013/14	\$320.53
Maximum Allowable Assessment per Acre – Fiscal Year 2013/14	\$379.50

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 151 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$633.95
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	317.44
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$951.39

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per acre listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers for "electricity" ("CPI-U" "electricity") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual "CPI-U" "electricity" adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2008."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Zone 156

Annual Budget

The estimated costs associated with Zone 156 are shown below:

District Costs	Estimated 2013/14 Costs
Maintenance, Operation and Servicing Costs	
Traffic Signals	\$2,186.56
Subtotal Maintenance, Operation and Servicing Costs	\$2,186.56
Incidental Expenses	
Annual Administration (City)	\$1.45
Annual Administration (Consultant)	23.15
County Collection Fees	117.68
Subtotal Incidental Expenses	\$142.28
Total District Costs	\$2,328.84
Operating Reserve Contribution	0.00
Operating Reserve Collection	1,087.48
Contribution From Other Sources	0.00
Rounding Adjustment	0.00
Total Costs to be Assessed	\$3,416.32
Total Net District Assessment	\$3,416.32
Total District Acres to be Assessed	10.88
Actual Assessment per Acre – Fiscal Year 2013/14	\$313.71
Maximum Allowable Assessment per Acre – Fiscal Year 2013/14	\$368.54

Operating Reserve

It is the intent of the City to maintain an Operating Reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The reserve balance information for Zone 151 is as follows:

Estimated Fiscal Year Ending 6/30/13 Operating Reserve Cash Balance	\$405.41
Operating Reserve Contribution – Fiscal Year 2013/14	0.00
Operating Reserve Collection – Fiscal Year 2013/14	0.00
Estimated Fiscal Year Ending 6/30/14 Operating Reserve Cash Balance	\$405.41

The estimated Fiscal Year ending 6/30/13 Operating Reserve cash balance is estimated based on the available cash balance less actual expenses to date and less estimated expenses through the end of the Fiscal Year.

Annual Assessment Increase

The maximum allowable assessment per acre listed in the annual budget, is the amount which was approved at the time of formation of the District, with the allowable annual increase over the maximum assessment for the previous year. The allowable annual increase is defined as: "the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers for "electricity" ("CPI-U" "electricity") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual "CPI-U" "electricity" adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2008."

Each year, prior to the assessments being placed on the tax roll, the City will review the cost estimate and determine the amount needed to maintain the improvements for the upcoming fiscal year. The actual assessment per parcel will be based on the estimated costs, available fund balance and maximum allowable assessment with the goal of maintaining the improvements in a satisfactory and operational condition. The actual assessment amount may be equal to or lower than the maximum allowable assessment; however it may not exceed the maximum unless the increase is approved by the property owners in accordance with Proposition 218.

Definitions of Budget Items

The following definitions describe the costs and expenses included in the District Costs:

Maintenance, Operation and Servicing Costs

Energy Costs for Streetlights: This item includes the cost of energy provided by the electric utility provider.

Fossil Filters: This item includes the cost of cleaning and furnishing services and materials for the ordinary and usual maintenance, operation and servicing of the fossil filters and appurtenances, including repair, replacement, removal of trimmings, rubbish, debris and other solid waste.

Field Inspection/Management: This item includes the cost of inspecting fossil filters, reporting and compliance with applicable regulations.

Repair/Replacement: This item includes the cost of furnishing services and materials for the ordinary and usual maintenance, operation and servicing of the fossil filters and appurtenances, including repair and replacement.

Traffic Signals: This item includes the cost of furnishing services and materials for the ordinary and usual maintenance, operation and servicing of traffic signals and appurtenances, including repair and replacement.

Incidental Expenses

Annual Administration (City): This item includes the cost to departments and staff of the City for providing the administration, coordination and management of District services, operations and expenses. This item also includes management of the annual process including reports, resolutions and public inquiries.

Annual Administration (Consultant): This item includes the contract fees and allowable expenses for annual administration of the District including preparation of the Annual Report, preparation of resolutions, submittal of the levy to the County, responding to public inquiries, attendance at various meetings and delinquency management. The contract fee is subject to a cost of living increase annually.

County Collection Fees: This item includes the fees charged by the County of Riverside to process the levy submittal and collect and distribute funds on behalf of the City.

Operating Reserve and Other Sources

Operating Reserve Contribution: This item includes the amount to be credited to the annual assessment. When the Operating Reserve balance is greater than approximately one half of the annual costs, an Operating Reserve Contribution may be credited to the total costs.

Operating Reserve Collection: This item includes the amount to be collected to maintain reserves to enable the City to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The Operating Reserve collection may continue until such a time the Reserve Fund balance is approximately one half of the annual costs.

Contribution From Other Sources: This item includes any amount contributed to the District from any source of funds other than the annual assessments.

Rounding Adjustment: This item includes any amount necessary to round the actual assessment amount for each parcel to an even cent as the County requires that the total levy amount submitted be even so that the amount can be divided into two equal installments on the tax roll.

METHOD OF ASSESSMENT

Legal Considerations

Proposition 218

Proposition 218, the "Right to Vote on Taxes Act" was approved by California voters in 1996, which added Articles XIII C and XIII D to the California State Constitution. The primary results of Proposition 218 were stricter definitions of assessments, special taxes, fees, and charges, and a general mandate for some type of voter approval for any new or increased tax, assessment, or property-related fee. The Proposition 218 Omnibus Implementation Act (the "Implementation Act") was approved July 1, 1997. The Implementation Act provided for procedures throughout the notice, protest and hearing process. It should be noted that this report has been prepared to be consistent with current practices and the California State Constitution.

Article XIII D, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIII D also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

The net amount to be assessed may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels. Proposition 218 requires the Engineer to separate general benefit from special benefit, where only special benefit is assessed.

1972 Act

Pursuant to the 1972 Act and Article XIII D, all parcels that have a special benefit conferred upon them as a result of the maintenance and operation of improvements and services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance and operation of improvements. The 1972 Act, permits the establishment of assessment districts for the purpose of providing certain improvements which include the operation, maintenance and servicing of landscaping improvements.

Section 22573 of the 1972 Act requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California])."

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22547).

Special Benefit

Pursuant to Article XIII D of the California Constitution, Section 2(i) "Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute special benefit."

All parcels that have special benefit conferred upon them as a result of the services and activities provided shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the services and activities.

In accordance with Article XIII D §4(a) "No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."

The maintenance and servicing of the District improvements (which are described in the Plans and Specifications Section of this report) are for the benefit of the properties in the District, and as such confer a special and direct benefit to parcels in the District. A description of the special benefit conferred to property in each Zone has been excerpted from the formation or annexation Engineer's Report and provided below:

- Zone 10 – The funding of energized streetlights enhances properties in the Zone, improves neighborhood property protection, increases traffic safety by improving visibility, provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 33 – The funding of energized streetlights enhances properties in the Zone, improves neighborhood property protection, increases traffic safety by improving visibility, provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 41 – The maintenance of catch basin filtration systems enhances the properties in the Zone, improves water quality control, increases public safety, improves neighborhood aesthetics and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 79 – The maintenance of catch basin filtration systems enhances the properties in the Zone, improves water quality control, increases public safety, improves neighborhood aesthetics and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 85 – The maintenance of catch basin filtration systems enhances the properties in the Zone, improves water quality control, increases public safety, improves neighborhood aesthetics and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 111 – The maintenance fossil filters and traffic signals enhances the properties within the Zone, improves water quality control, increases public safety, improves neighborhood aesthetics, allows traffic into and out of the development, and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 115 – The maintenance fossil filters and traffic signals enhances the properties within the Zone, improves water quality control, increases public safety, improves neighborhood aesthetics, allows traffic into and out of the development, and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 116 – The maintenance fossil filters and traffic signals enhances the properties within the Zone, improves water quality control, increases public safety, improves neighborhood aesthetics, allows traffic into and out of the development, and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 147 – The maintenance of traffic signals enhances the properties within the Zone, allows traffic into and out of the development, increases traffic safety, and provides an enhanced quality of life and sense of well being for properties in the Zone.
- Zone 151 – The maintenance of traffic signals enhances the properties within the Zone, allows traffic into and out of the development, increases traffic safety, and provides an enhanced quality of life and sense of well being for properties in the Zone.

- Zone 156 – The maintenance of traffic signals enhances the properties within the Zone, allows traffic into and out of the development, increases traffic safety, and provides an enhanced quality of life and sense of well being for properties in the Zone.

The above mentioned items affect the assessed property in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share. They contribute to a specific enhancement of the properties in each Zone of the District. Since these improvements were installed and are maintained specifically for the properties in each Zone of the District; only properties in the District receive a special benefit and are assessed for said maintenance.

General Benefit

Article XIII D of the California Constitution requires any local agency proposing to increase or impose a special assessment to "separate the general benefits from the special benefits conferred on a parcel." General benefits are defined as those services or improvements which provide a general increase in property values to all property or provides benefits to the health, safety or education of the public. The rationale for separating special and general benefits is to ensure that the property owners are not charged with an assessment that pays for general benefits. Thus, a local agency carrying out projects or services that provide both special and general benefits may levy an assessment to pay for the special benefits but must acquire separate funding to pay for those general benefits.

Method of Assessment Spread

Each of the parcels in the District is deemed to receive special benefit from the improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of improvements are identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entire costs of the maintenance and operation of the improvements.

A description of the method of assessment spread for each Zone has been excerpted from the formation or annexation Engineer's Report and provided below:

- Zone 10 – The costs and expenses are apportioned on a per acre basis.
- Zone 33 – The costs and expenses are apportioned on a per acre basis.
- Zone 41 – The costs and expenses are apportioned on a per parcel basis.
- Zone 79 – The costs and expenses are apportioned on a per parcel basis.
- Zone 85 – The costs and expenses are apportioned on a per acre basis.
- Zone 111 – The costs and expenses are apportioned on a per parcel basis.
- Zone 115 – The costs and expenses are apportioned on a per parcel basis.
- Zone 116 – The costs and expenses are apportioned on a per parcel basis.
- Zone 147 – The costs and expenses are apportioned on a per parcel basis.
- Zone 151 – The costs and expenses are apportioned on a per acre basis.
- Zone 156 – The costs and expenses are apportioned on a per acre basis.

The maximum allowable assessment per parcel is the amount which was approved at the time of formation of the District or annexation of the Zone, with the allowable annual increase also approved at the time of formation or annexation. A description of the allowable annual increase for each Zone has been excerpted from the formation or annexation Engineer's Report and provided below:

- Zone 10 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U for "electricity", if any, as it stands as of March of each year over the base index for March of 2004.
- Zone 33 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U for "electricity", if any, as it stands as of March of each year over the base index for March of 2006.

- Zone 41 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2005.
- Zone 79 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2007.
- Zone 85 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2007.
- Zone 111 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2007.
- Zone 115 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2008.
- Zone 116 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2008.
- Zone 147 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U if any, as it stands as of March of each year over the base index for March of 2009.
- Zone 151 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U for "electricity", if any, as it stands as of March of each year over the base index for March of 2008.
- Zone 156 – The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U for "electricity", if any, as it stands as of March of each year over the base index for March of 2008.

The total amount of maintenance, servicing and incidental costs for maintaining and operating the Improvements is assessed to the individual parcels of real property in each Zone of the District in proportion to the special benefit received by such parcels of real property. The proposed individual assessments are shown on the assessment roll in this report.

Fiscal Year 2013/14 Assessment

The net amount to be assessed in each Zone upon all assessable lots or parcels, as shown on the latest equalized roll at the Riverside County Assessor's Office, is shown on the Assessment Roll in this report. The assessment has been levied in accordance with the assessment methodology adopted and approved by the legislative body at the time of annexation of each Zone.

Assessments for Fiscal Year 2013/14 are to be levied upon the parcels in each Zone as follows:

ZONE 10	AMOUNT
Net Amount to be Assessed	\$1,731.48
Acres	26.05
Assessment per Acre	\$66.47
<i>Maximum Assessment Per Acre</i>	<i>\$102.35</i>

ZONE 33	AMOUNT
Net Amount to be Assessed	\$1,130.66
Acres	12.25
Assessment per Acre	\$92.30
<i>Maximum Assessment Per Acre</i>	<i>\$92.30</i>

ZONE 41	AMOUNT
Net Amount to be Assessed	\$162,672.32
Parcels	3,518
Assessment per Parcel	\$46.24
<i>Maximum Assessment Per Parcel</i>	<i>\$54.65</i>

ZONE 79	AMOUNT
Net Amount to be Assessed	\$2,405.24
Parcels	314
Assessment per Parcel	\$7.66
<i>Maximum Assessment Per Parcel</i>	<i>\$8.59</i>

ZONE 85	AMOUNT
Net Amount to be Assessed	\$2,827.30
Acres	1.03
Assessment per Acre	\$2,744.95
<i>Maximum Assessment Per Acre</i>	<i>\$3,522.28</i>

ZONE 111	AMOUNT
Net Amount to be Assessed	\$20,188.88
Parcels	352
Assessment per Parcel	\$57.44
<i>Maximum Assessment Per Parcel</i>	<i>\$75.80</i>

ZONE 115	AMOUNT
Net Amount to be Assessed	\$2,637.56
Parcels	224
Assessment per Parcel	\$11.77
<i>Maximum Assessment Per Parcel</i>	<i>\$13.49</i>

ZONE 116	AMOUNT
Net Amount to be Assessed	\$6,468.08
Parcels	347
Assessment per Parcel	\$18.64
<i>Maximum Assessment Per Parcel</i>	<i>\$21.09</i>

ZONE 147	AMOUNT
Net Amount to be Assessed	\$1,259.76
Parcels	174
Assessment per Parcel	\$7.24
<i>Maximum Assessment Per Parcel</i>	<i>\$7.25</i>

ZONE 151	AMOUNT
Net Amount to be Assessed	\$4,518.98
Acres	14.1
Assessment per Acre	\$320.53
<i>Maximum Assessment Per Acre</i>	<i>\$379.50</i>

ZONE 156	AMOUNT
Net Amount to be Assessed	\$3,416.32
Acres	10.88
Assessment per Acre	\$313.71
<i>Maximum Assessment Per Acre</i>	<i>\$368.54</i>

APPENDIX A - MAPS OF IMPROVEMENTS

Maps of the improvements for each Zone in the District are shown on the following pages.

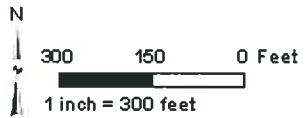
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

CITY OF EASTVALE

STREET LIGHTING ZONE 10

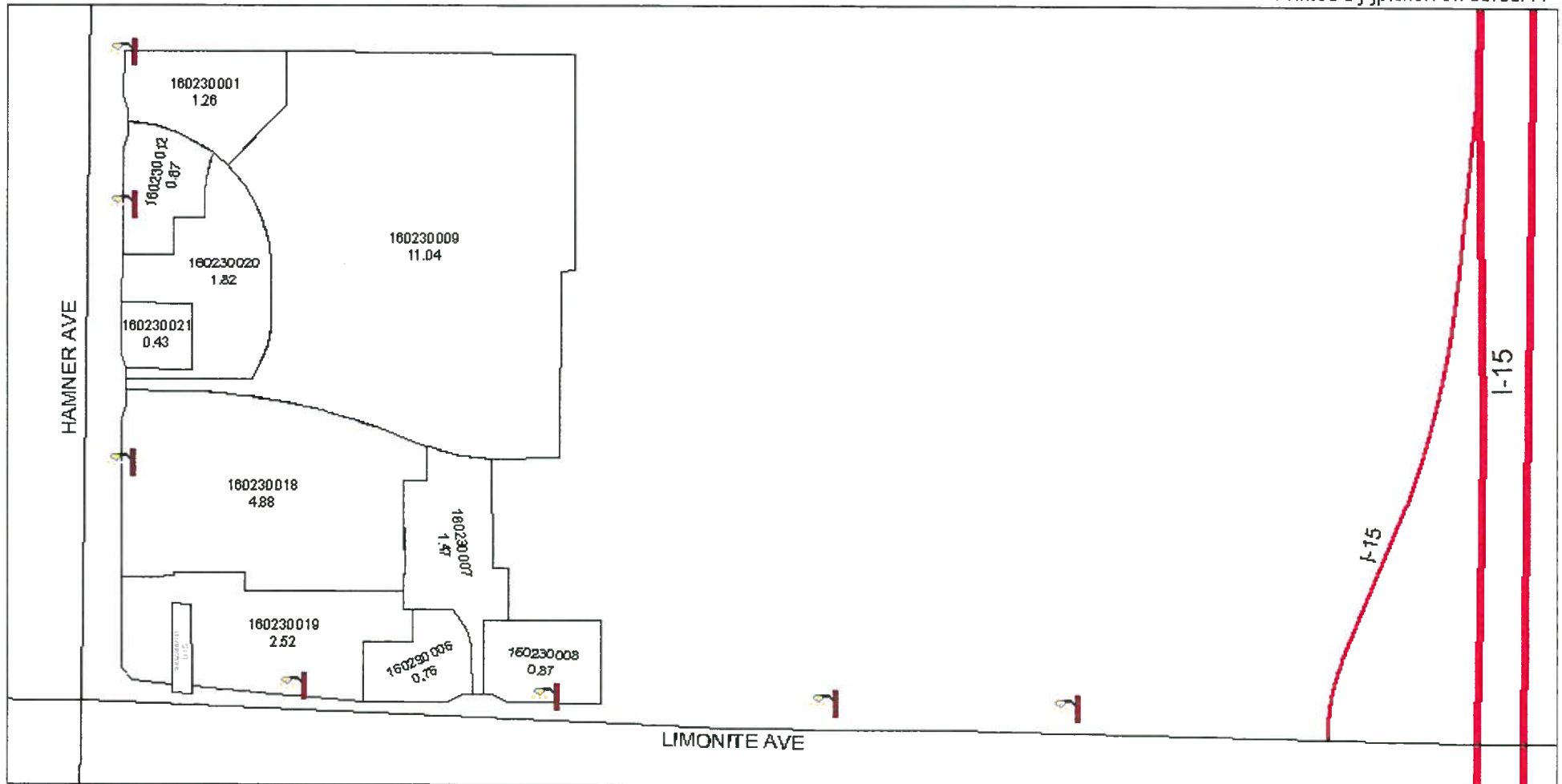
PORTION OF SECTION 19, T.2S., R.6W.

PLOT PLAN NO. 18045 - 11 PARCELS



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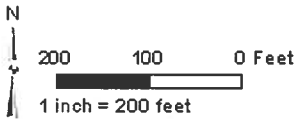
Printed by jpickeri on 06/06/11



 DENOTES MAINTAINED STREET LIGHT

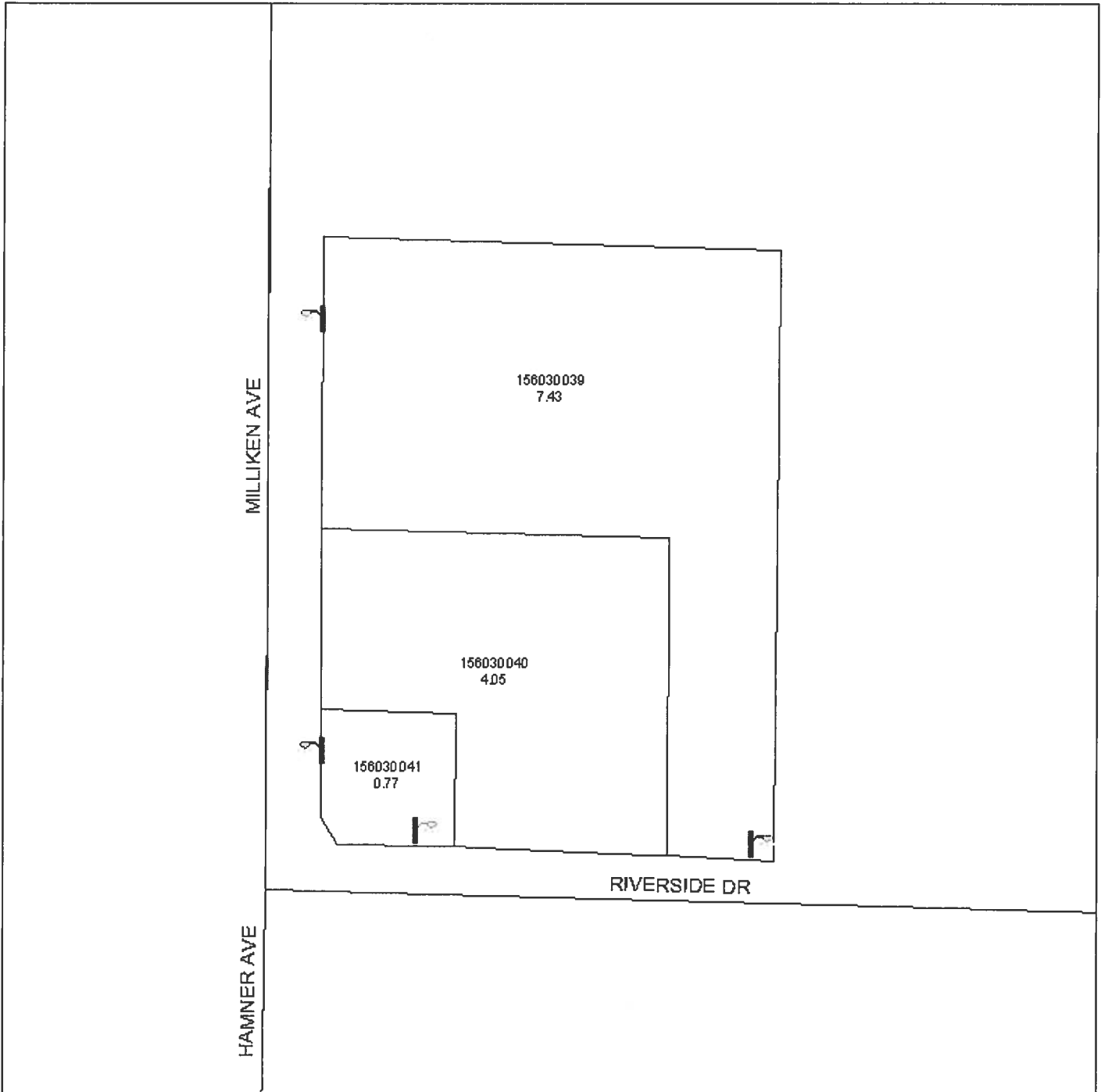
CITY OF EASTVALE STREET LIGHTING ZONE 33

PORTION OF SECTION 6, T.2S., R.6W.
PLOT PLAN 18440 - 3 PARCELS



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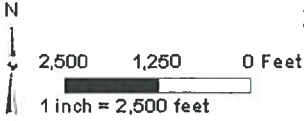
 DENOTES MAINTAINED STREETLIGHT

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

CITY OF EASTVALE, ZONE 41 INDEX MAP

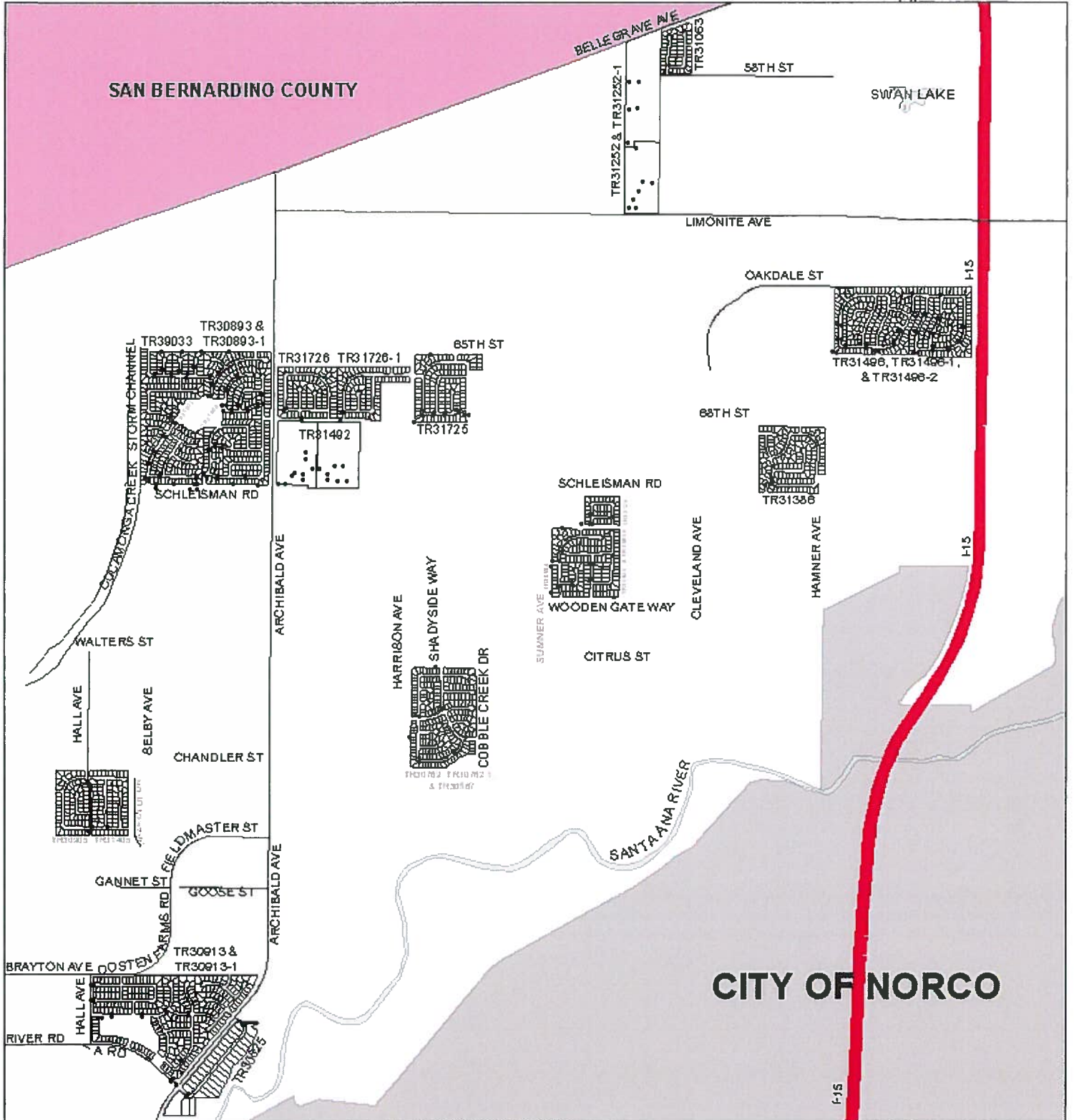
PORTION OF SECTION 30, T.2S., R.6W., SECTIONS 24, 25, 26, 27, 35, & 36, T.2S., R.7W., & SECTIONS 3 & 10, T.3S., R.7W.,

TR NOS. 30567, 30762, 30762-1, 30820, 30825, 30893, 30893-1, 30895, 30896, 30904, 30905, 30913, 30913-1, 31063, 31252, 31252-1, 31386, 31405, 31492, 31496, 31496-1, 31496-2, 31622, 31725, 31726, 31726-1, 31803, 31931, 32125, & 39033 - 3,518 PARCELS



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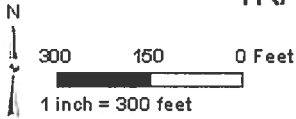


• DENOTES MAINTAINED FOSSIL FILTER

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION A

PORTION OF SECTION 35, T.2S., R.7W.

TRACT MAP NOS. 30762, 30762-1, & 30567 - 219 PARCELS



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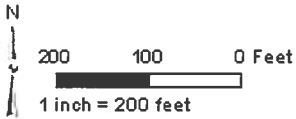
Printed by jpickeri on 06/06/11



● DENOTES MAINTAINED FOSSIL FILTER

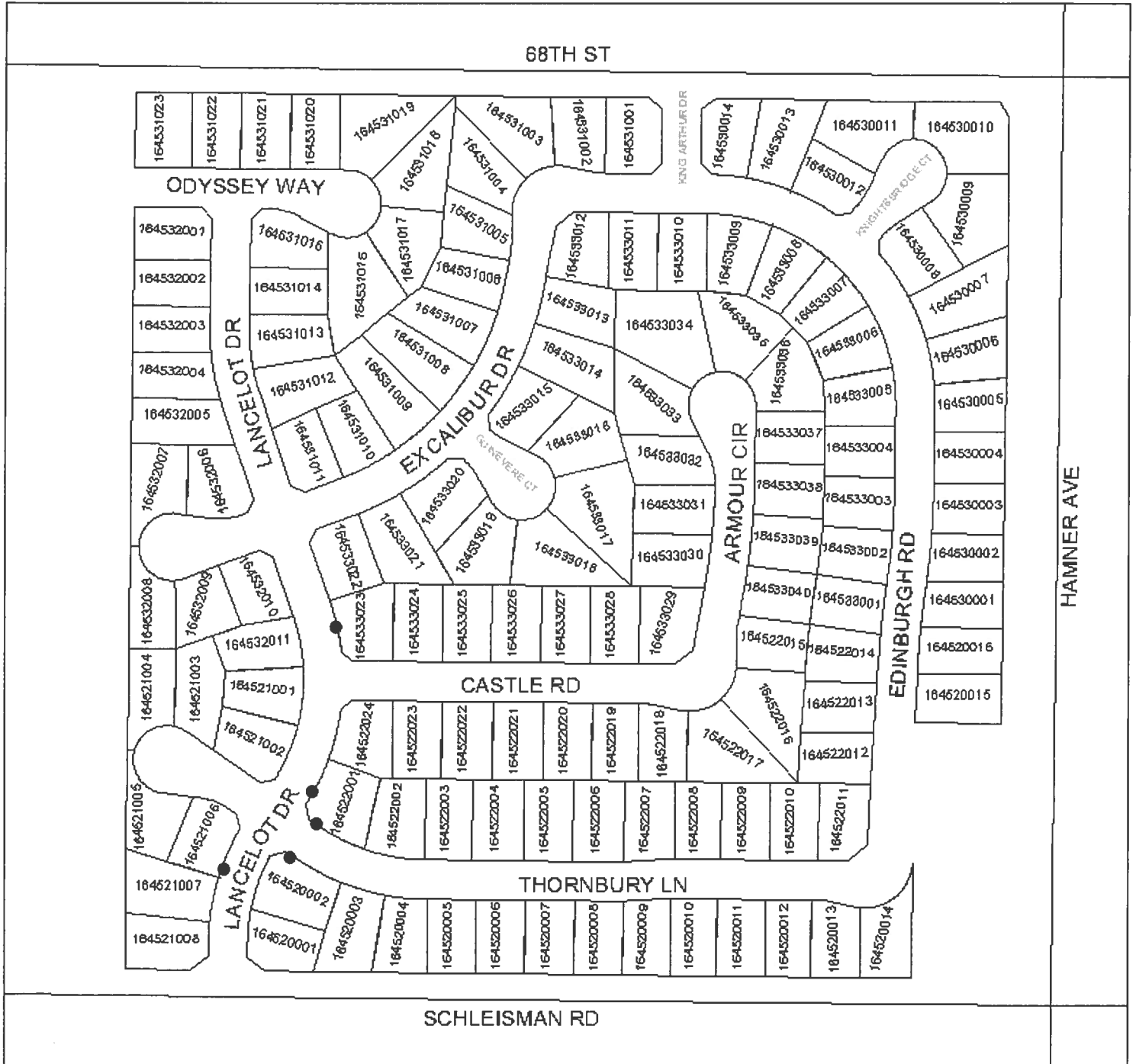
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION B

PORTION OF SECTION 25, T.2S., R.7W.
 TRACT MAP NO. 31386 - 136 PARCELS



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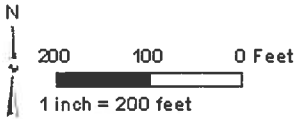
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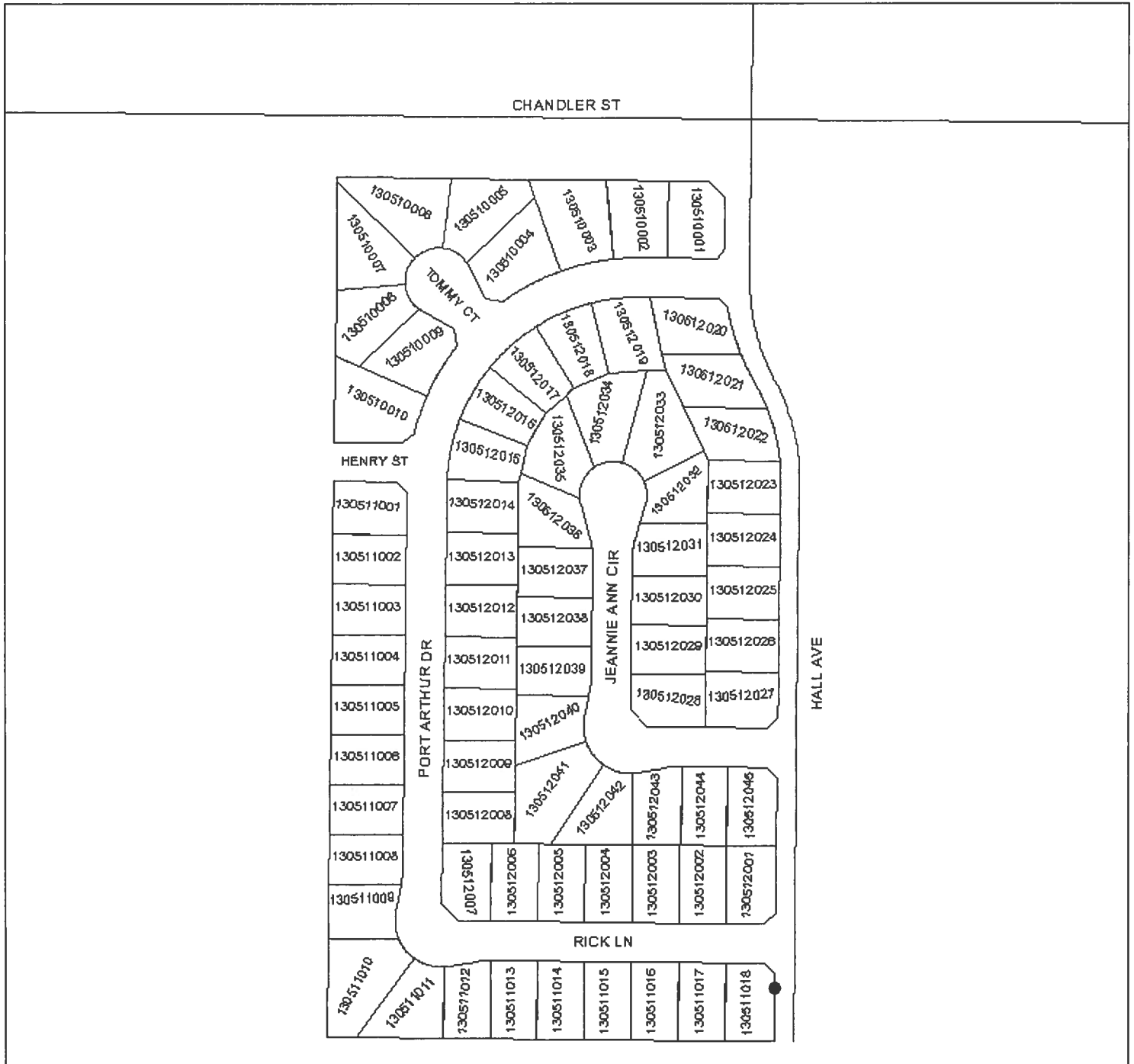
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION C

PORTION OF SECTION 3, T.3S., R.7W.
 TRACT MAP NO. 30905 - 73 PARCELS



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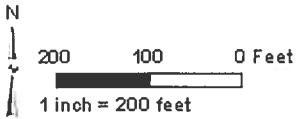


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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION D

PORTION OF SECTION 27, T.2S., R.7W.

TRACT MAP NOS. 30893 & 30893-1 - 125 PARCELS



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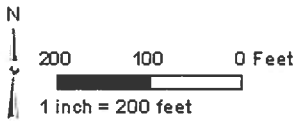
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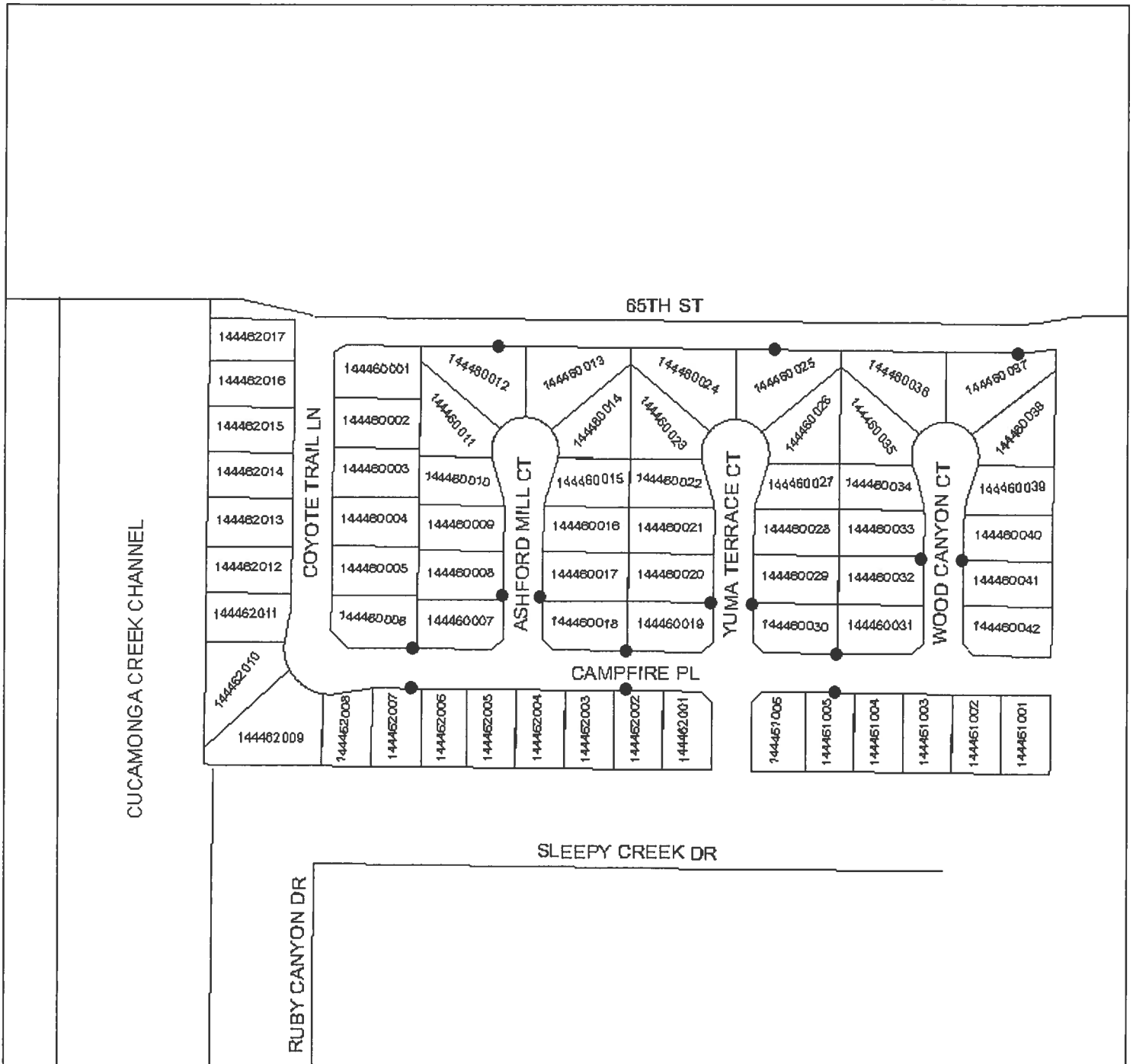
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION E

PORTION OF SECTION 27, T.2S., R.7W.
 TRACT MAP NO. 30933 - 65 PARCELS



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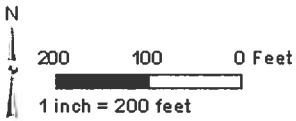
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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION F

PORTION OF SECTION 3, T.3S., R.7W.
 TRACT MAP NO. 31405 - 79 PARCELS



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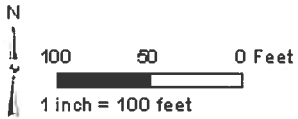
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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 1

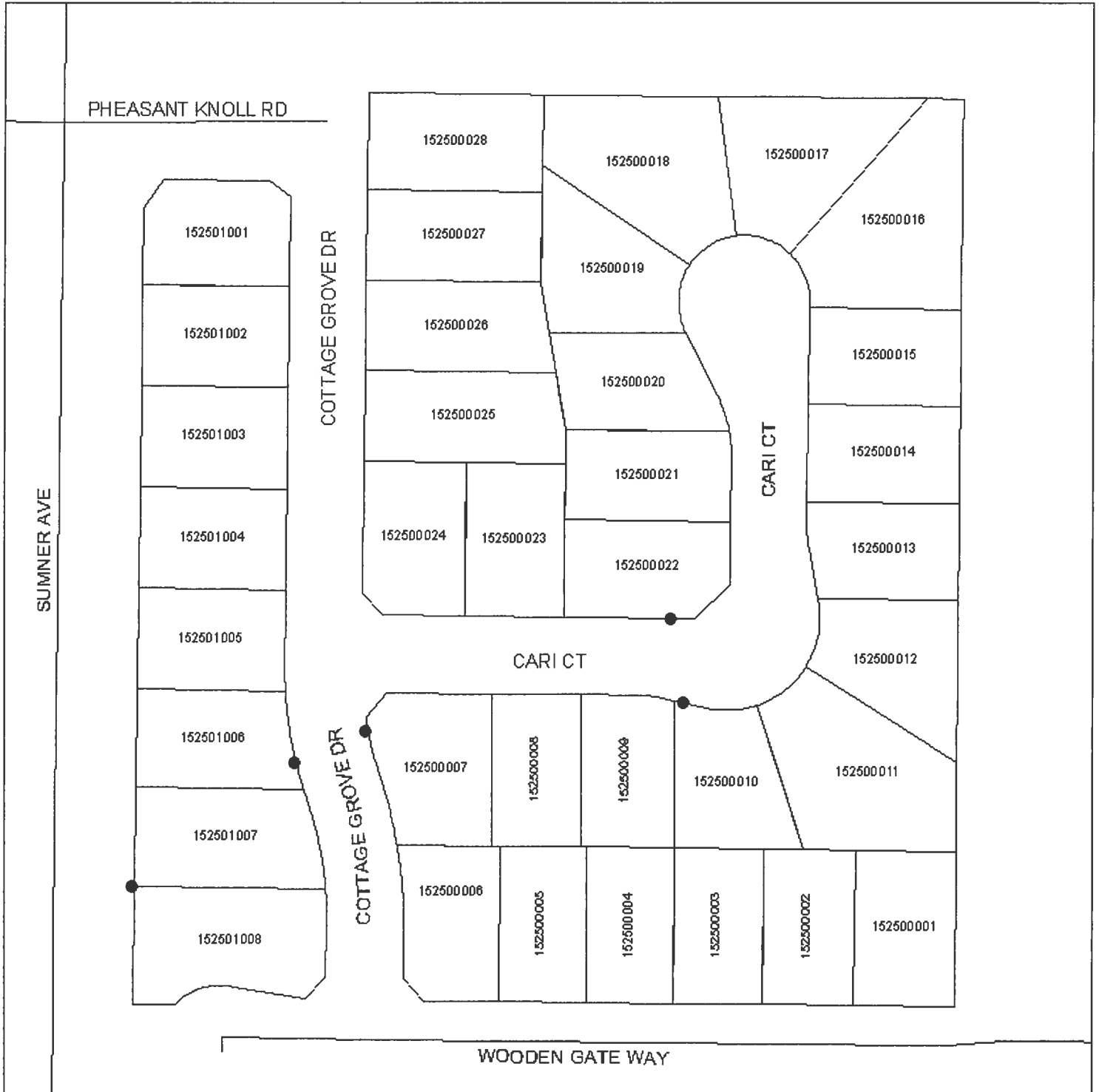
PORTION OF SECTION 36, T.2S., R.7W.
 TRACT MAP NO. 30904 - 36 PARCELS



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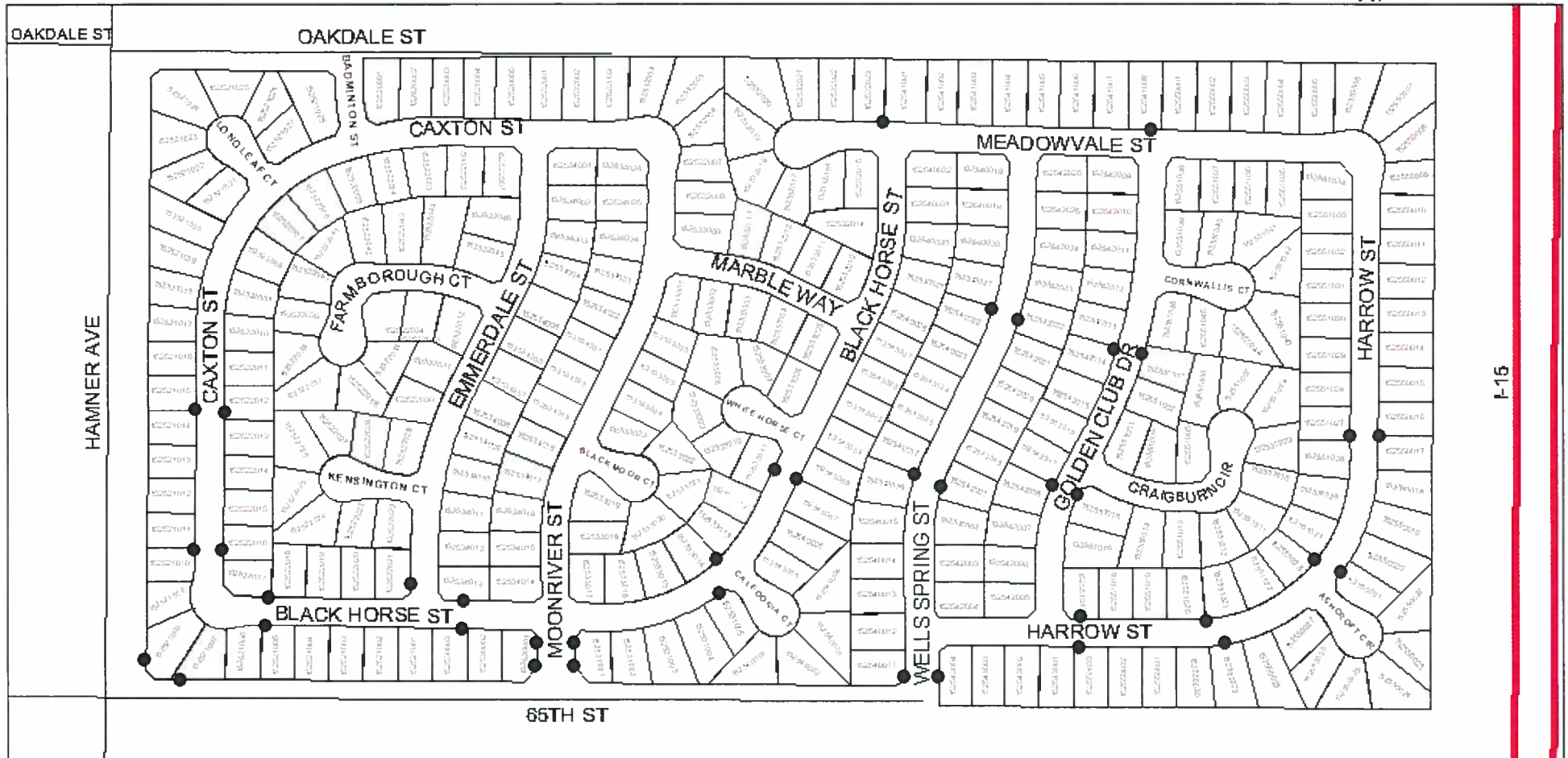
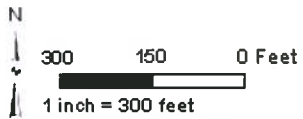
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 2

PORTION OF SECTION 30, T.2S., R.6W.
 TRACT MAP NOS. 31496, 31496-1, & 31496-2
 311 PARCELS



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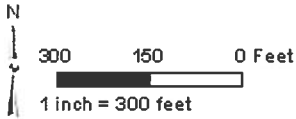
I-15

CITY OF EASTVALE

ZONE 41, LOCATION 3A

PORTION OF SECTION 27, T.2S., R.7W.

TRACT MAP NO. 31803 - 183 PARCELS



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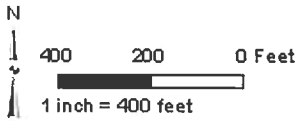
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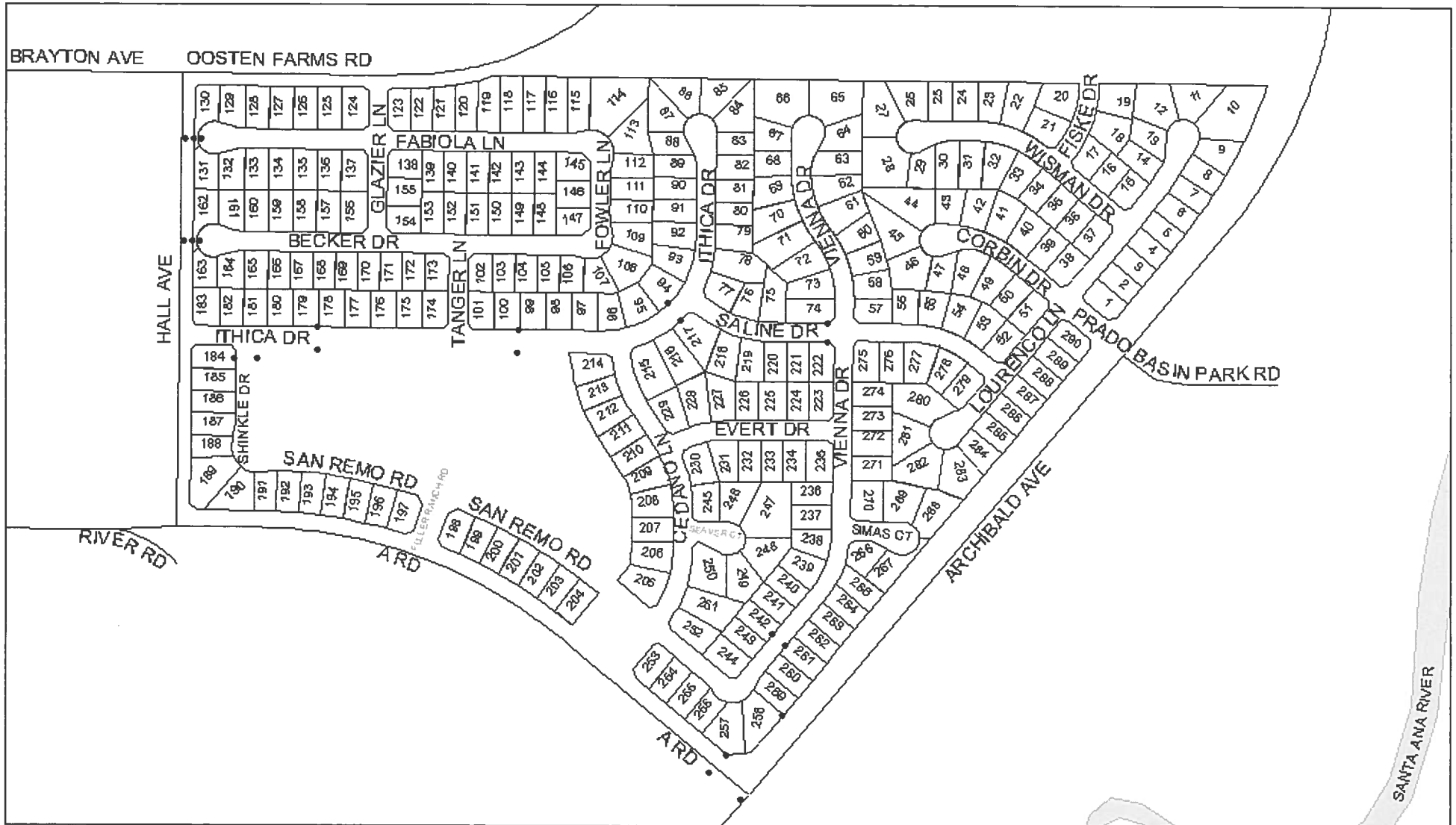
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 3B

PORTION OF SECTIONS 3 & 10, T.3S., R.7W.
 TRACT MAP NOS. 30913 & 30913-1 - 290 PARCELS



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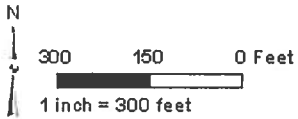


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CITY OF EASTVALE ZONE 41, LOCATION 3C

PORTION OF SECTIONS 3 & 10, T.3S., R.7W.

TRACT MAP NO. 30825 - 35 PARCELS



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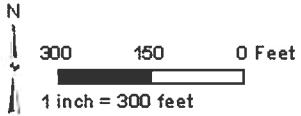


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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 3D

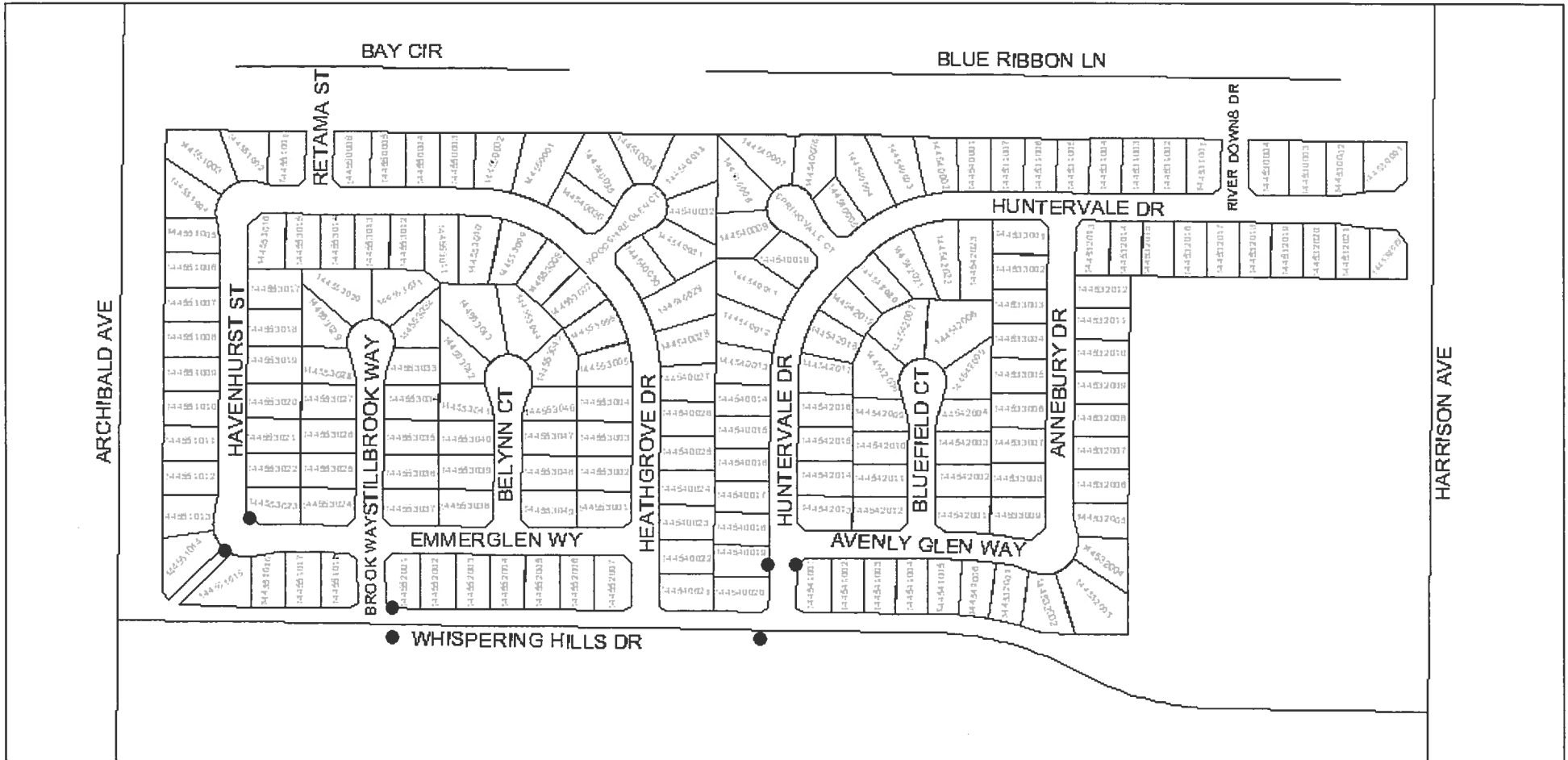
PORTION OF SECTION 26, T.2S., R.7W.

TRACT MAP NOS. 31726 & 31726-1 - 187 PARCELS



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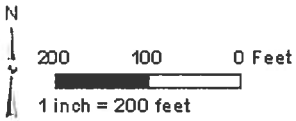
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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE

ZONE 41, LOCATION 3E

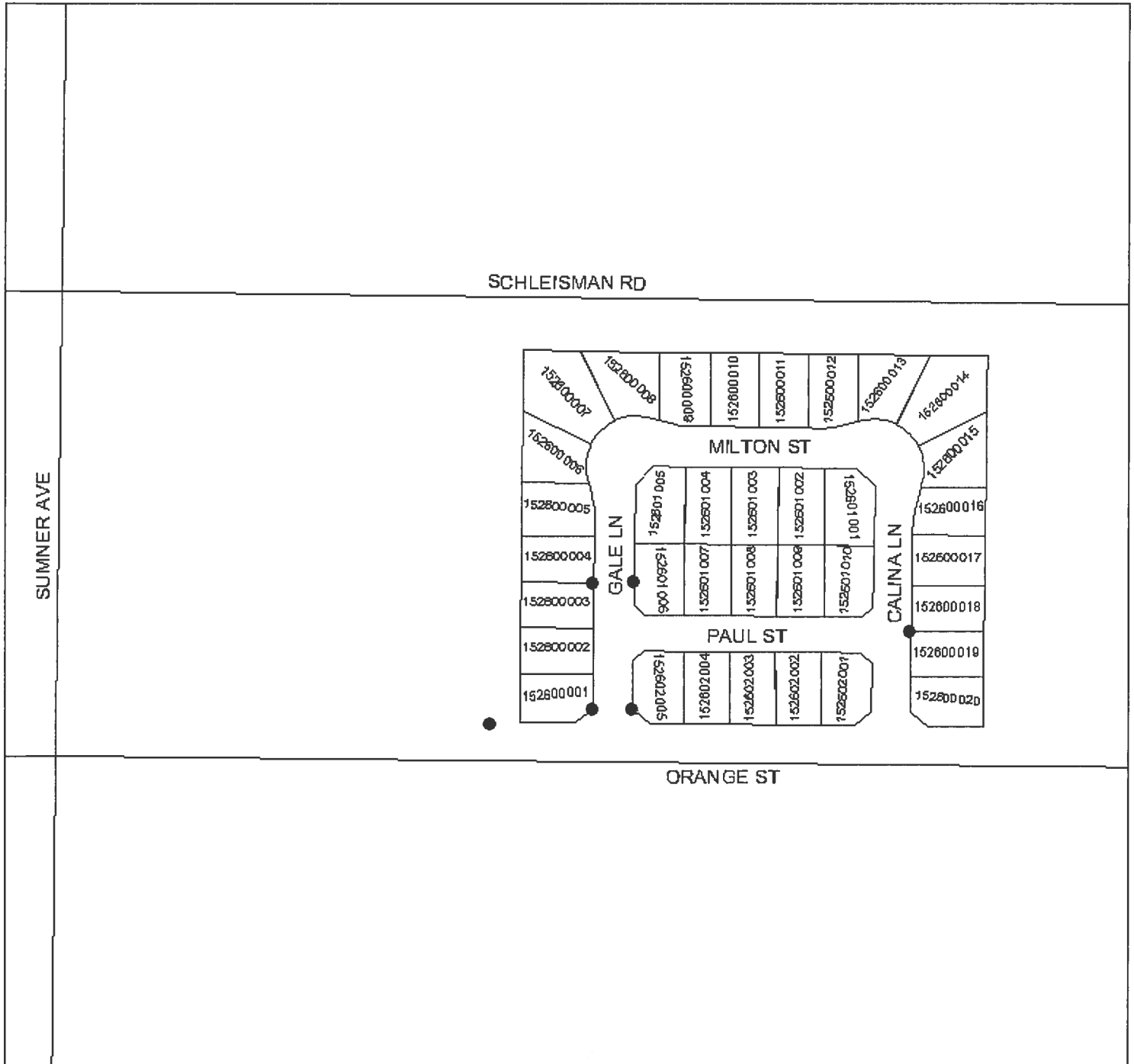
PORTION OF SECTION 36, T.2S., R.7W.

TRACT MAP NO. 32125 - 35 PARCELS



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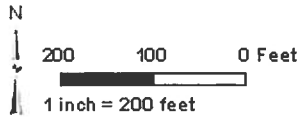


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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 3F

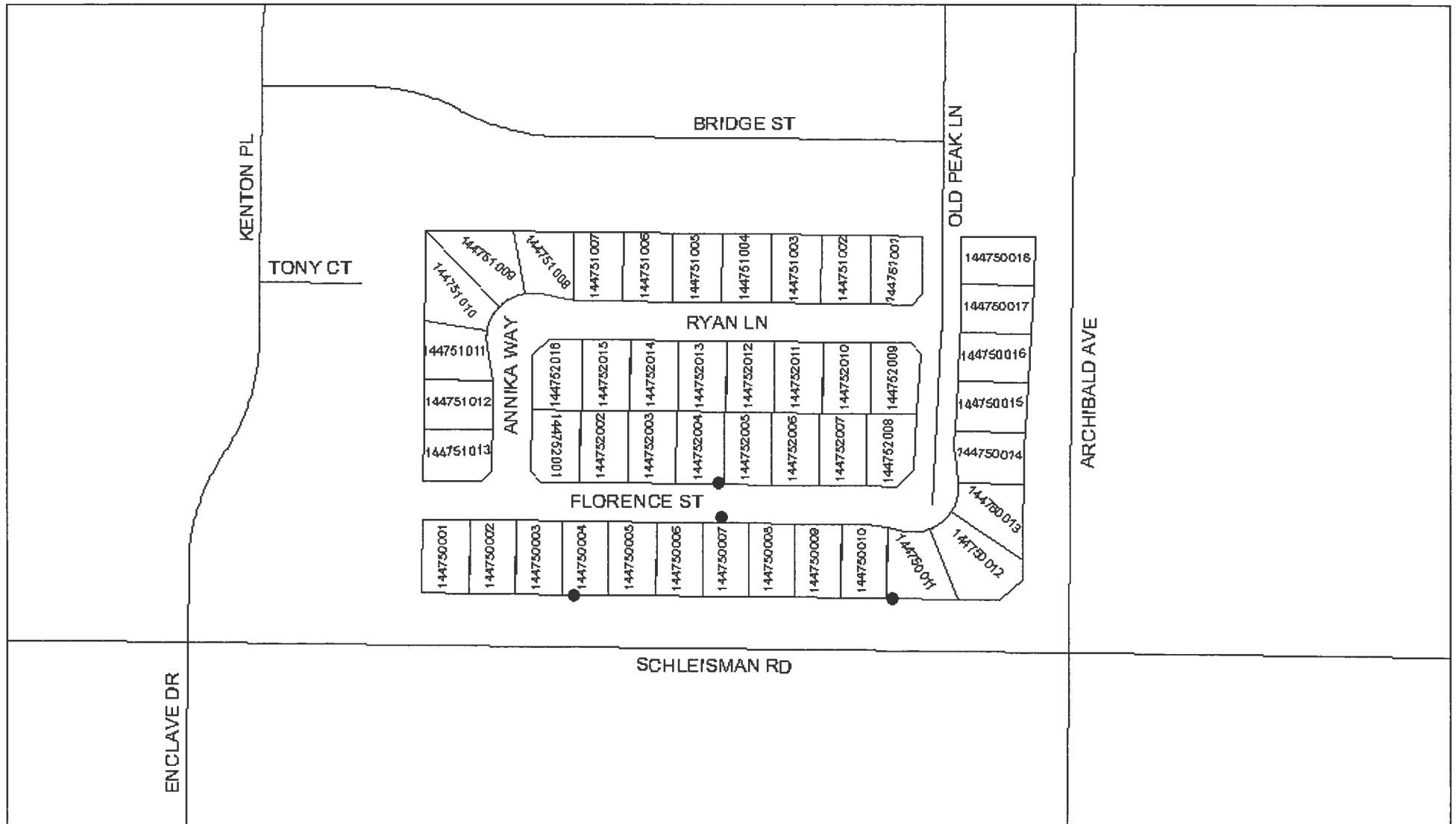
PORTION OF SECTION 27, T.2S., R.7W.

TRACT MAP NO. 31931 - 47 PARCELS



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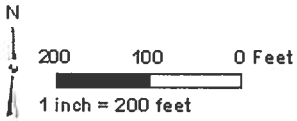
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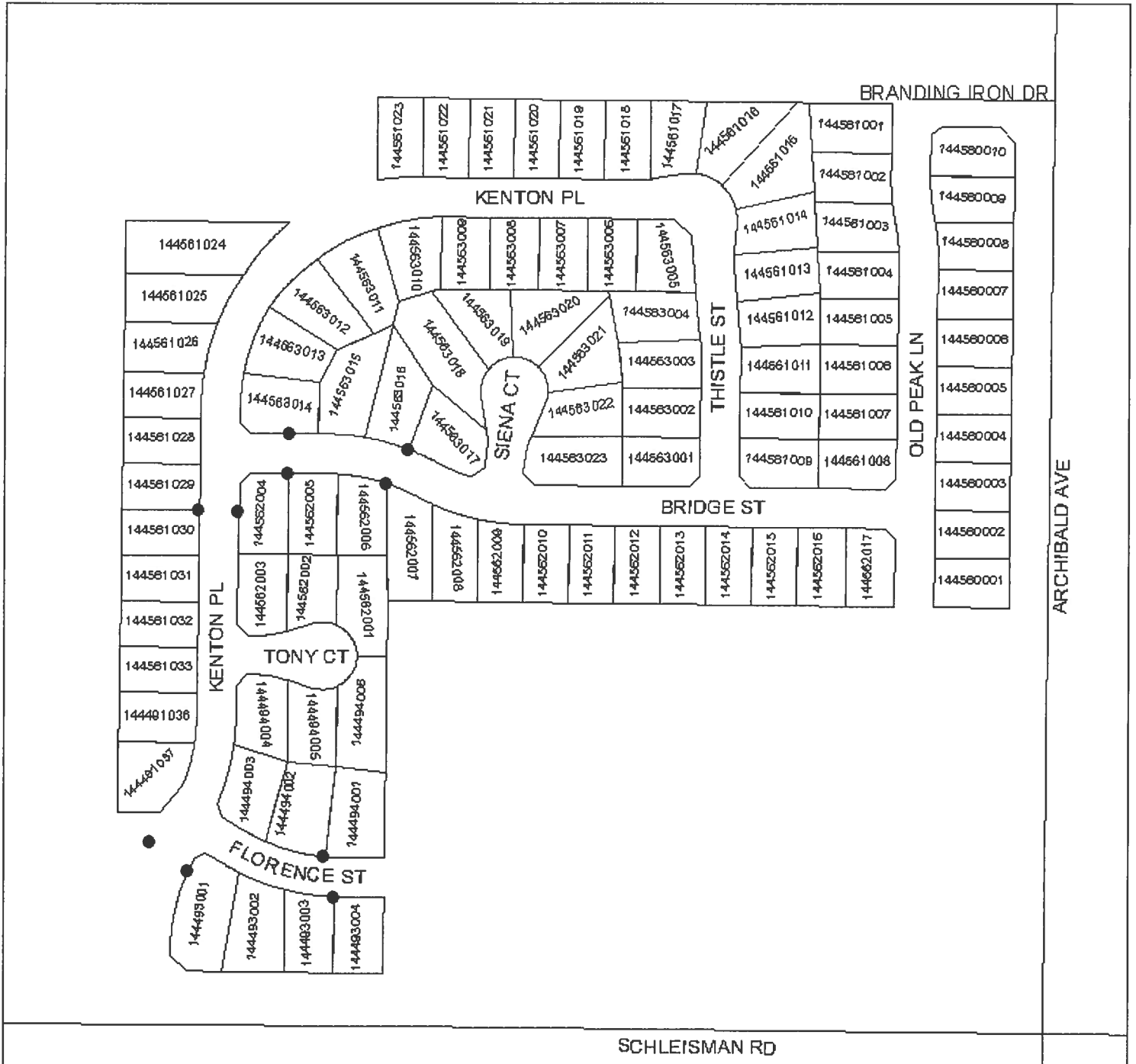
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 3G

PORTION OF SECTION 27, T.2S., R.7W.
 TRACT MAP NO. 31622 - 95 PARCELS



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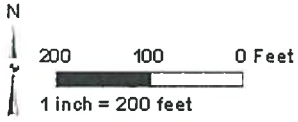


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CITY OF EASTVALE ZONE 41, LOCATION 3H

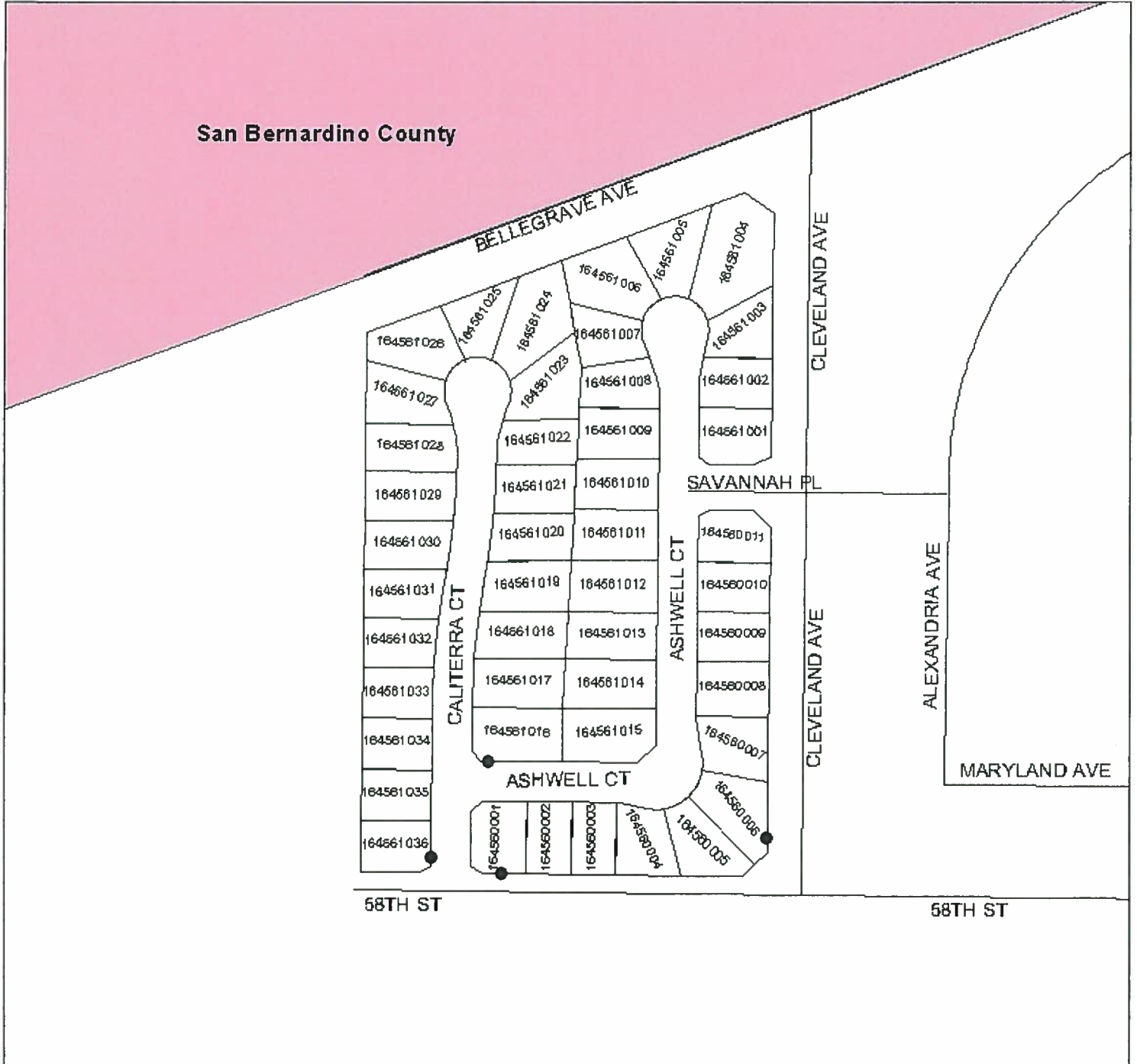
PORTION OF SECTION 24, T.2S., R.7W.

TRACT MAP NO. 31063 - 47 PARCELS



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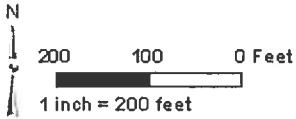
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CITY OF EASTVALE ZONE 41 LOCATION 31

PORTION OF SECTION 26, T.2S., R.7W.
TRACT MPA NO. 31725 - 122 PARCELS



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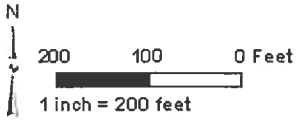


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CITY OF EASTVALE ZONE 41, LOCATION 3J

PORTION OF SECTION 36, T.2S., R.7W.

TRACT MAP NOS. 30820 & 30895 - 109 PARCELS



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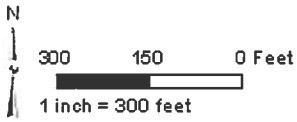
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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE

ZONE 41, LOCATION 3K

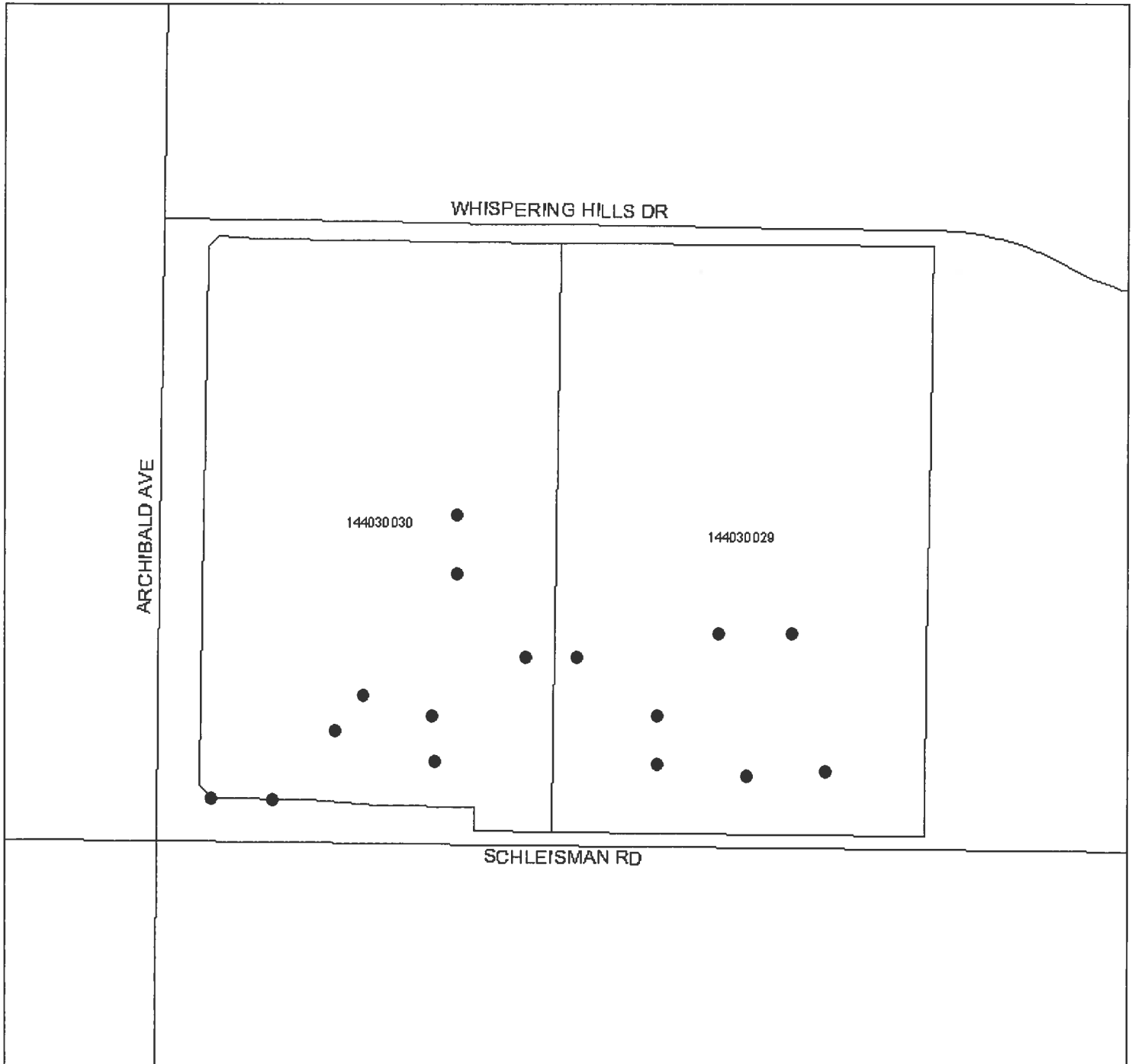
PORTION OF SECTION 26, T.2S., R.7W.

TRACT MAP NO. 31492 - 173 PARCELS



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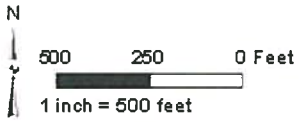


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CITY OF EASTVALE ZONE 41, LOCATION 4

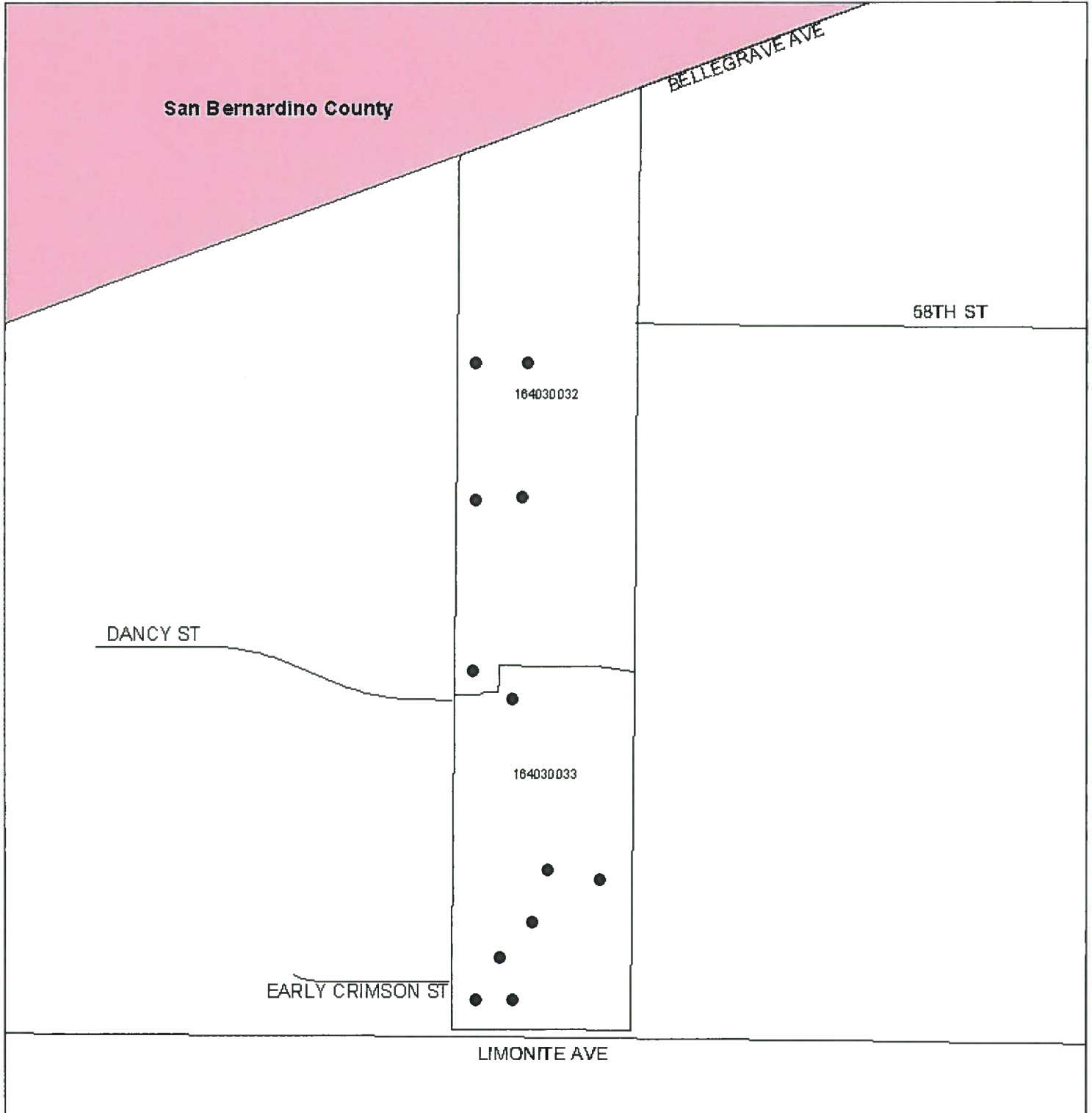
PORTION OF SECTION 24, T.2S., R.7W.

TRACT MAP NOS. 31252 & 31252-1 - 204 PARCELS



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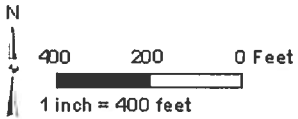
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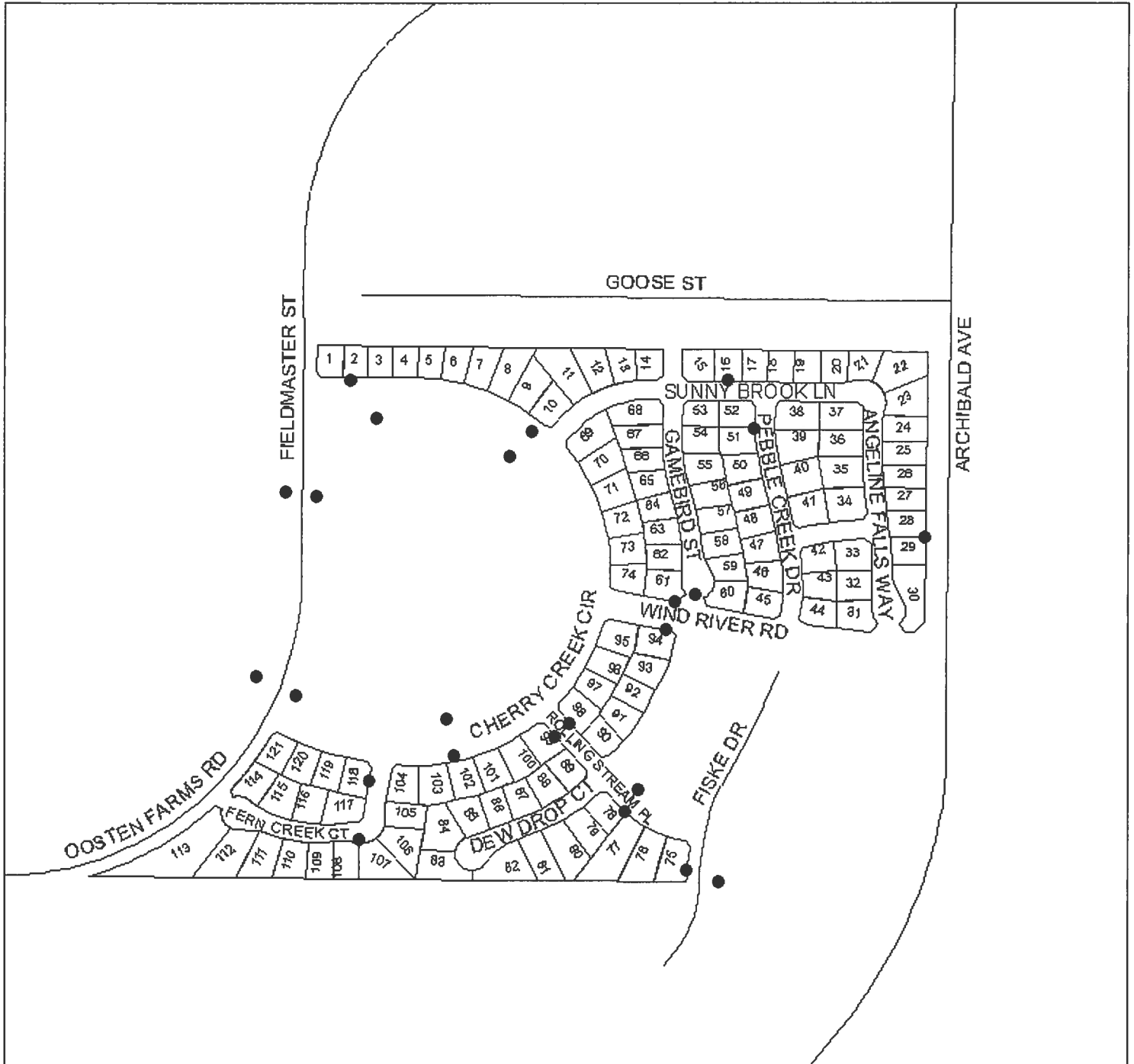
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 5A

PORTION OF SECTION 3, T.3S., R.7W.
 TRACT MAP NO. 31643-1 - 121 PARCELS



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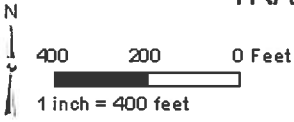


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CITY OF EASTVALE
ZONE 41, LOCATION 5B

PORTION OF SECTION 27, T.2S., R.7W

TRACT MAP NO. 31309, 31309-1, & 31309-2 - 334 PARCELS



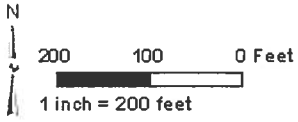
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CITY OF EASTVALE
ZONE 41, LOCATION 5C
 PORTION OF SECTION 34, T.2S., R.7W
 TRACT MAP NO. 30896 - 73 PARCELS



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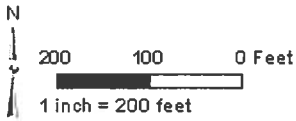
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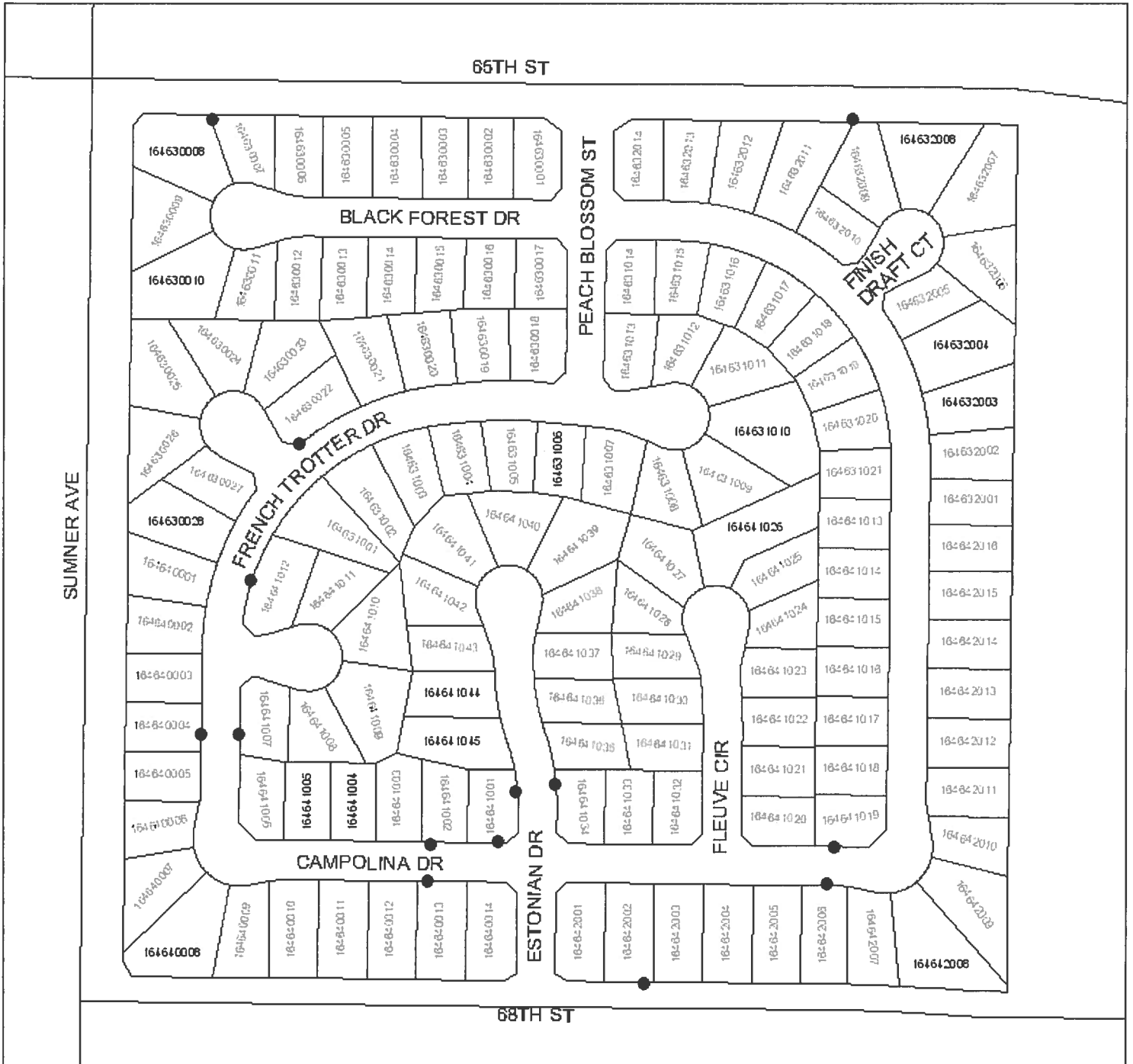
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 5D

PORTION OF SECTION 25, T.2S., R.7W
 TRACT MAP NO. 30931 - 138 PARCELS



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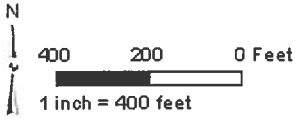
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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 41, LOCATION 5E

PORTION OF SECTION 25, T.2S., R.7W
 TRACT MAP NO. 30931-1 - 281 PARCELS



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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 79

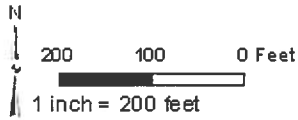
PORTION OF SECTION 30, T.2S., R.6W.

TRACT MAP NO. 31606
 14 LOTS/314 CONDOMINIUM PARCELS



The Controller will issue a notice of proposed assessment to the affected property owner. The notice will include information on the proposed assessment, the amount of the assessment, and the date by which the assessment must be paid. The notice will also include information on how to appeal the assessment. The notice will be mailed to the property owner.

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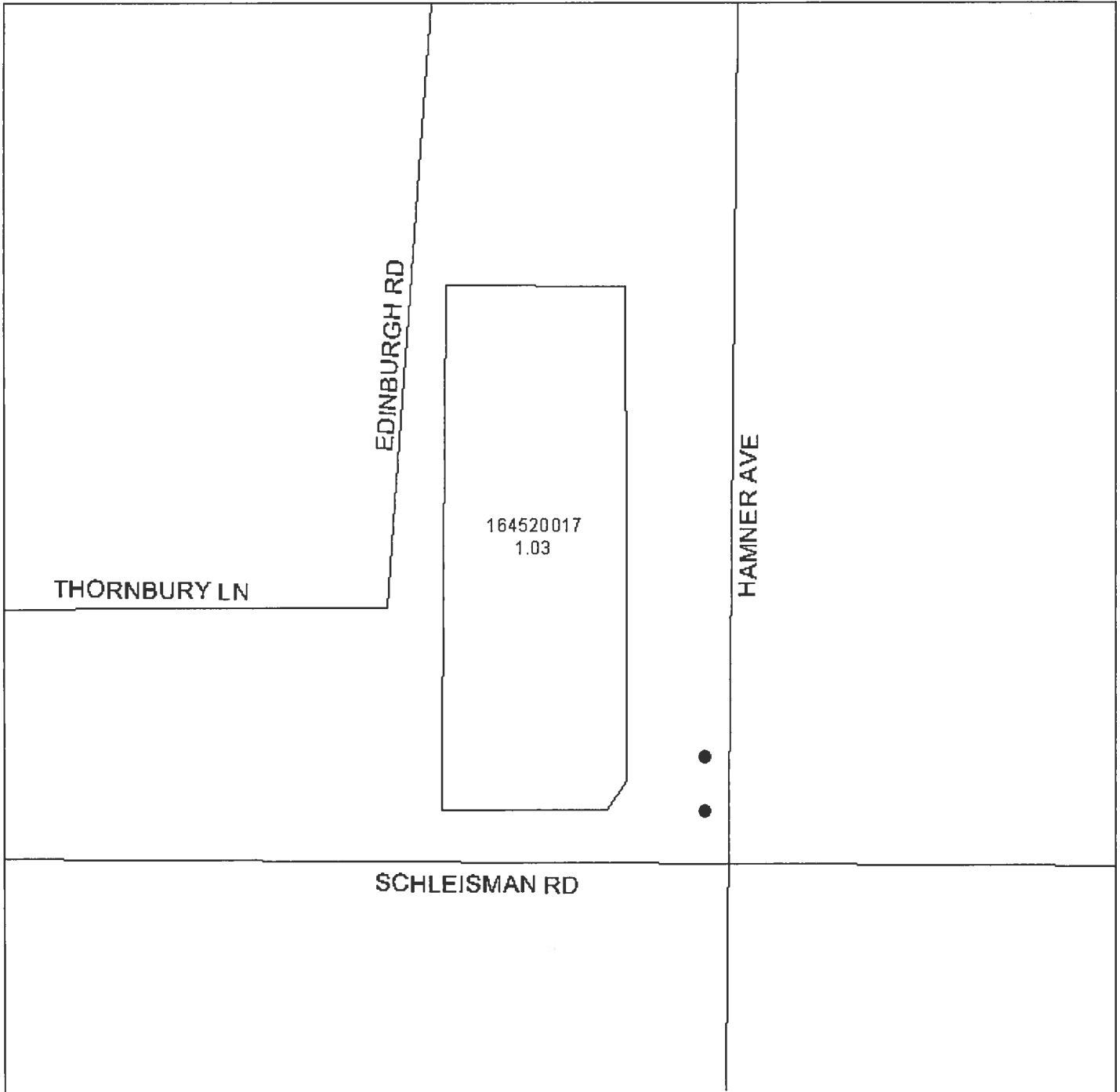
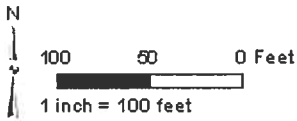
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASTVALE
ZONE 85

PORTION OF SECTION 25, T.2S., R.7W.
PLOT PLAN NO. 19515 - 1 PARCEL



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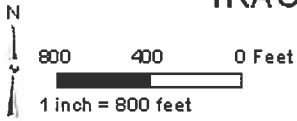
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LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

**CITY OF EASVALE
ZONE 111, LOCATION 1**

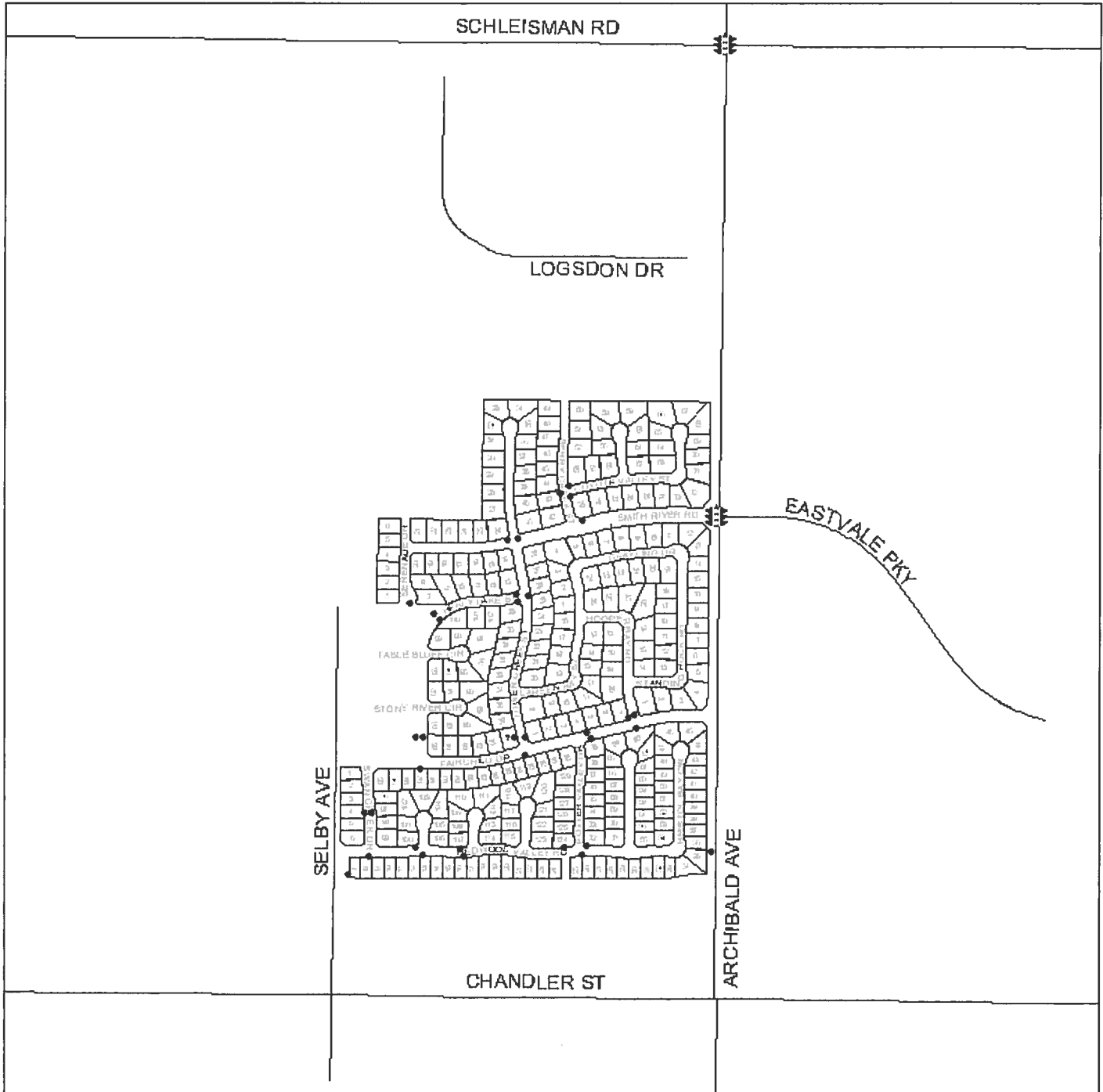
PORTION OF SECTION 34, T.2S., R.7W.

TRACT MAP NO. 30480, 30480-1, 30480-2, 30480-3, & 30480-4
315 PARCELS



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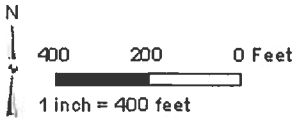
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- DENOTES MAINTAINED FOSSIL FILTER
- ⚡ DENOTES MAINTAINED TRAFFIC SIGNAL

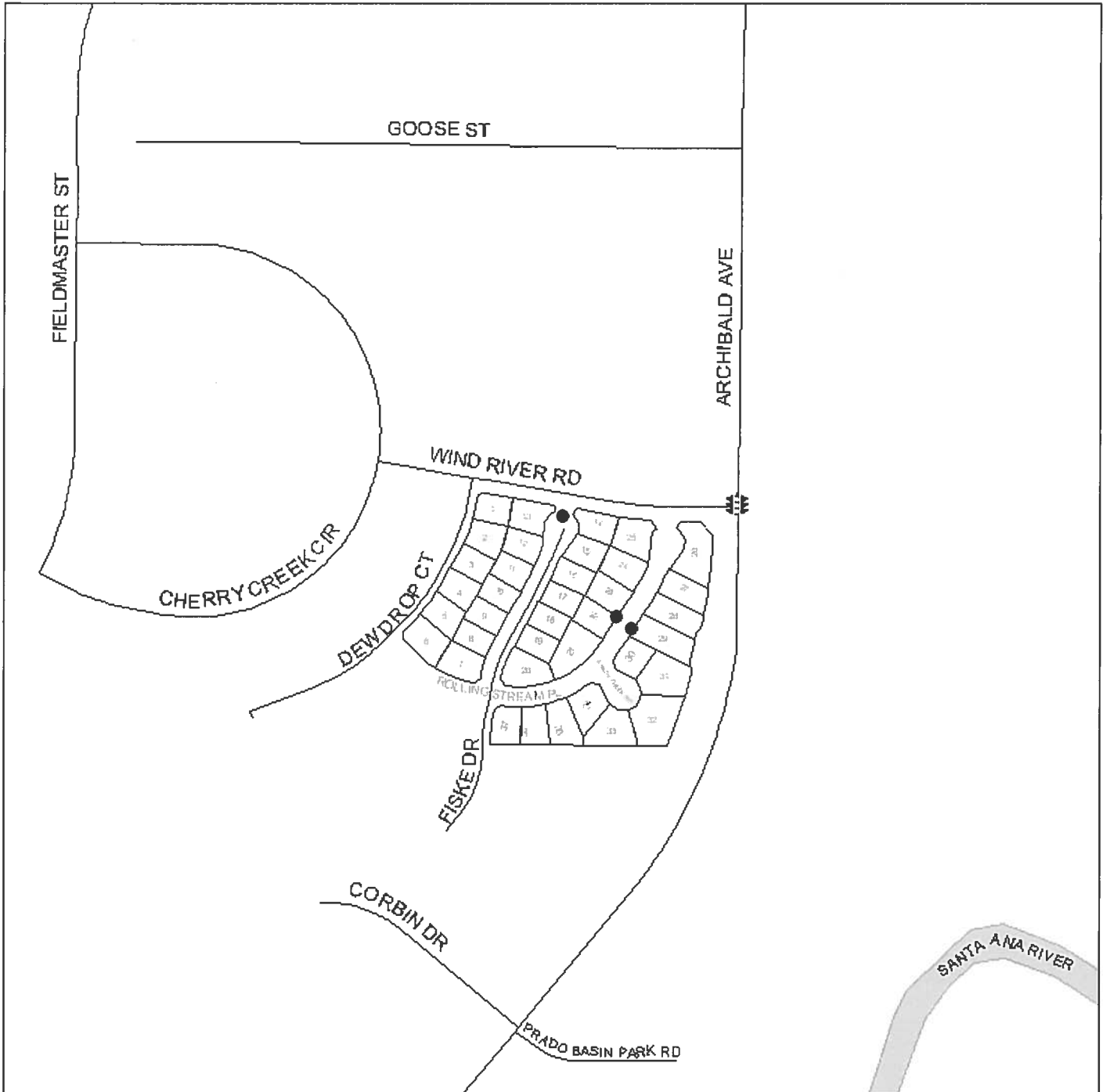
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASVALE
ZONE 111, LOCATION 2

PORTION OF SECTION 3, T.3S., R.7W.
 TRACT MAP NO. 31643 - 37 PARCELS



The City of Easvale is not responsible for any errors or omissions in this map. The City of Easvale does not warrant the accuracy of any data or information. The City of Easvale is not responsible for any errors or omissions in this map. The City of Easvale does not warrant the accuracy of any data or information.

Printed by jpickeri on 06/06/11

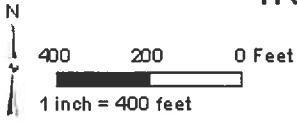


- DENOTES MAINTAINED FOSSIL FILTER
- ⚡ DENOTES MAINTAINED TRAFFIC SIGNAL

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
CITY OF EASVALE
ZONE 115

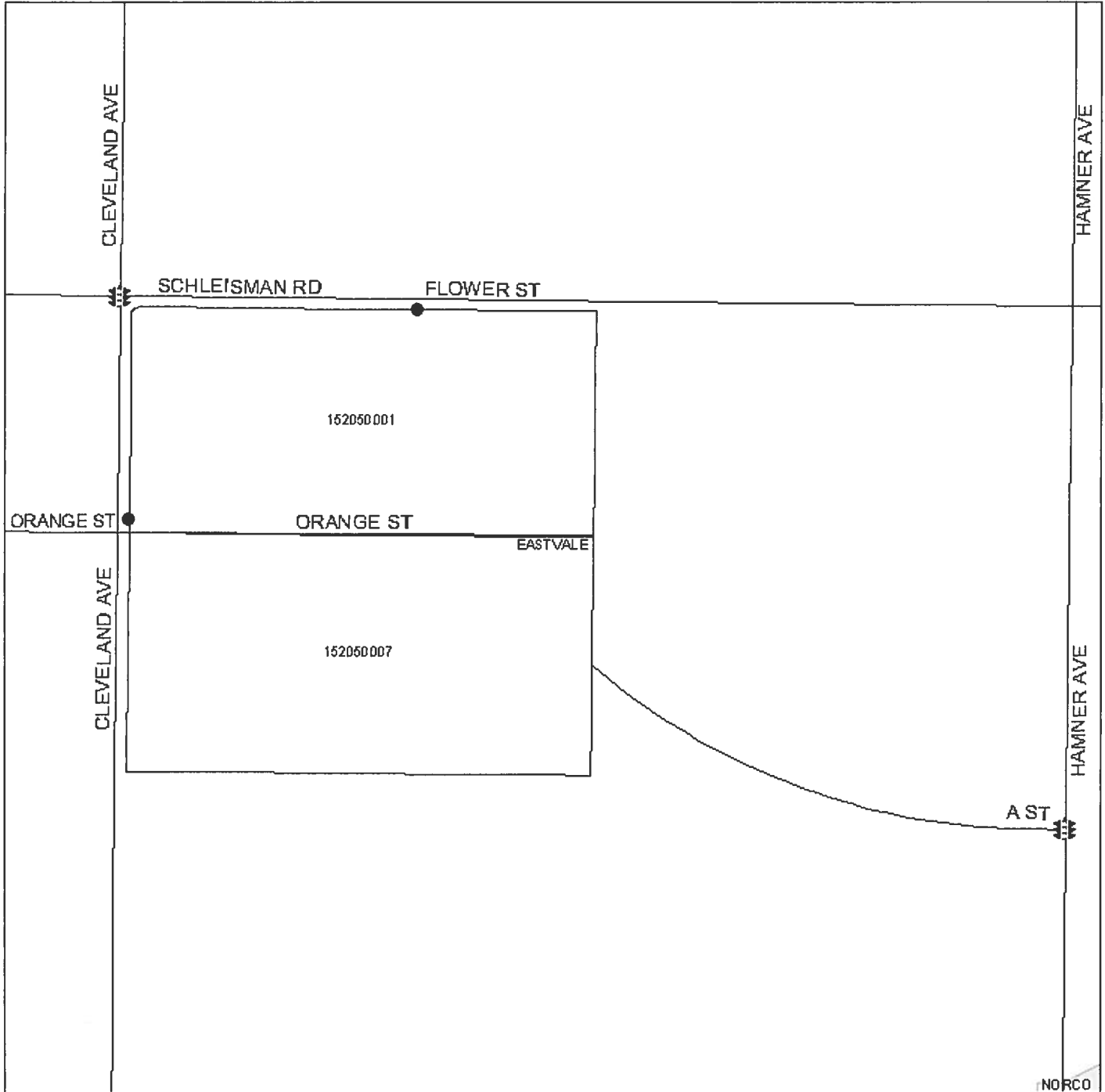
PORTION OF SECTION 36, T.2S., R.7W.

TRACT MAP NO. 30414 - 224 CONDOMINIUM PARCELS



The City of Easvale is not responsible for the accuracy of the information shown on this map. The City of Easvale is not responsible for the accuracy of the information shown on this map. The City of Easvale is not responsible for the accuracy of the information shown on this map.

Printed by jpickeri on 06/06/11



- DENOTES MAINTAINED FOSSIL FILTER
- ⚡ DENOTES MAINTAINED TRAFFIC SIGNAL

NORCO

PCL XL error

Subsystem: TEXT

Error: InternalError 0x50

Operator: Text

Position: 85123



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: APPROVE RESOLUTION TO SUBMIT A GRANT PROPOSAL TO SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

RECOMMENDATION: APPROVE RESOLUTION NO.13-17, ENTITLED: A RESOLUTION OF THE CITY COUNCIL TO SUBMIT A GRANT PROPOSAL TO SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS - SUSTAINABILITY PROGRAM FOR ASSISTANCE ON THE DEVELOPMENT OF A BIKEWAY MASTER PLAN

BACKGROUND:

The Southern California Association of Governments (SCAG) has released a call for proposals on the Sustainability Program for FY13/14. The Sustainability Program supports and implements the recent adoption of the regions first Sustainable Communities Strategy (SCS) and aims at assisting local agencies in integrated land use and transportation planning, local sustainability and bicycle and pedestrian planning.

SCAG will be accepting proposals that are consistent with SCS with an emphasis on:

- Projects that make measurable progress toward implementation;
- Assistance to communities for updating General Plans;
- Inter-jurisdictional and multi-stakeholder partnerships;
- Outreach and education to the community and stakeholders on sustainable development.

The awarded grant funds will be administered and allocated to SCAG who will secure consultant services through SCAG's procurement process. Successful grantees would receive consultant services and technical assistance from SCAG staff.

The awards of grants are made on a competitive basis and are subject to available funds. Generally, awards will range from \$20,000 to \$200,000 in value of planning services from consultants. The competitive proposals are due by May 31, 2013.

DISCUSSION:

Staff has proposed the Development of the Bikeway Master Plan as an added element to the City's General Plan. As part of the FY2013-2014 Capital Improvement Budget, \$100,000 of Gas Tax has been programmed for the development of the Bikeway Master Plan. Under the grant proposal, \$80,000 would be requested with the remaining local contribution of \$20,000 to be funded by Gas Tax. Should the City be awarded the grant, \$80,000 of Gas Tax funds could be directed to fund another transportation project.

As an element of the General Plan, the Bikeway Master Plan will serve as a comprehensive scope and jurisdictional authority to require, coordinate and guide the provision of all bicycle-related plans, programs and projects within the City. Its purpose is to recommend bicycle facility, program, and policy-oriented improvements that will best serve the community based on an assessment of existing conditions and the desires of City residents, thereby making the City more bicycle-friendly, strengthening the range of transportation choices in order to balance automobile use, reduce its impact on the environment, and improve the livability of the City.

The proposed Development of a Bikeway Master Plan will also include a process to educate and gather input from the public and stakeholder groups, develop a strategic planning framework for effective implementation such as funding of improvements, bicycle education, enforcement, and encouragement programs.

The SCAG Sustainability Program represents a viable funding source to develop regional and local transportation planning. It will enable the City to leverage its Gas Tax funding for other transportation projects.

FISCAL IMPACT:

There are no immediate fiscal impacts to the City for submitting an application to Southern California Association of Governments - Sustainability Program. If the City is awarded the requested amount of \$80,000, the City's local match would be \$20,000 in Gas Tax.

ATTACHMENTS:

1. Resolution No. 13-17

Prepared by: George Alvarez
Reviewed by: Carol Jacob, City Manager
John Cavanaugh, City Attorney

RESOLUTION NO. 13-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CA, AUTHORIZING SUBMITTAL OF A GRANT PROPOSAL TO SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS - SUSTAINABILITY PROGRAM FOR ASSISTANCE ON THE DEVELOPMENT OF A BIKEWAY MASTER PLAN

WHEREAS, the City Council of Eastvale recognizes the vital need of a Bikeway Master Plan as part of the City's General Plan; and

WHEREAS, Southern California Association of Governments (SCAG) have provided funds for a competitive program called the Sustainability Program FY2013-14; and

WHEREAS, SCAG has been delegated the responsibility for the administration of the grant program; and

WHEREAS, the City of Eastvale ("City") will submit a grant proposal for the Development of A Bikeway Master Plan for an amount of \$80,000; and

WHEREAS, the City Manager or her designee is authorized to execute and carry out grant related documents or agreements on behalf of the City; and

WHEREAS, if selected, the City will enter into an agreement with SCAG to carry out the development of the grant proposal.

NOW, THEREFORE, the City Council of Eastvale does resolve as follows:

1. Authorize the submittal of a Sustainability Program for Development of a Bikeway Master Plan for up to \$80,000.
2. Authorize the City Manager or her designee to execute and carry out grants related documents or agreements on behalf of the City of Eastvale.

PASSED, APPROVED, AND ADOPTED this 22nd day of May 2013.

Ike Bootsma, Mayor
Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Resolution Number 13-17 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May, 2013, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALAREZ, CITY ENGINEER

**SUBJECT: AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT WITH
THE CITY OF ONTARIO FOR MILLIKEN AVENUE GRADE
SEPARATION**

**RECOMMENDATION: APPROVE AMENDMENT NO. 1 TO COOPERATIVE
AGREEMENT BETWEEN THE CITY OF EASTVALE AND THE CITY OF ONTARIO
FOR THE DESIGN AND CONSTRUCTION OF THE SOUTH MILLIKEN AVENUE
GRADE SEPARATION PROJECT**

BACKGROUND:

In April 2012, the City Council approved a cooperative agreement with the City of Ontario for the design and construction of the South Milliken Avenue Grade Separation project. The City of Ontario is the lead agency to construct and design this project. The project will improve safety and reduce delay where the Union Pacific crosses Hamner/Milliken Avenue. The City of Eastvale has no funding obligation, although a portion of the project lies within our jurisdiction.

DISCUSSION:

The Agreement broadly defines the responsibilities of each city, allows the cities to jointly exercise powers related to constructing improvements with the City of Eastvale and grants consent to the City of Ontario to act as the lead agency in the acquisition of property and particularly their driveways. This project will also require the relocation of Southern California Edison overhead lines which will now require additional easements on certain properties within the City of Eastvale. The City of Ontario already has the authority to acquire property for utility services. To ensure acquisitions for Edison facilities fall within that authority, an amendment to the Agreement is required.

FISCAL IMPACT:

There is no fiscal impact to the City of Eastvale as all costs associated with this project will be funded by the City of Ontario.

ATTACHMENTS:

1. Amendment No. 1 to the Cooperative Agreement for Milliken Grade Separation with the City of Ontario

Prepared by: George Alvarez

Reviewed by: Carol Jacobs, City Manager

John Cavanaugh, City Attorney

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT BETWEEN THE CITY OF EASTVALE AND THE CITY OF ONTARIO FOR DESIGN AND CONSTRUCTION OF THE SOUTH MILLIKEN AVENUE GRADE SEPARATION PROJECT AT THE UNION PACIFIC RAILROAD LOS ANGELES SUBDIVISION

This amendment no. 1 to Cooperative Agreement Between The City Of Eastvale And The City Of Ontario For Design And Construction Of The South Milliken Avenue Grade Separation Project At The Union Pacific Railroad Los Angeles Subdivision (this “**Amendment**”), is entered into this __ day of April 2013.

1. The Parties desire to amend and restate paragraph 5 in its entirety as follows:

“Pursuant to that certain letter from Eastvale to Ontario, dated February 6, 2012 and attached hereto as Exhibit “C” and the additional depiction attached hereto as Exhibit “D”, Eastvale hereby consents to Ontario’s recommended placement and construction of a new driveway for certain real property upon which a portion of the Improvements shall be constructed, known as the “J.W. Mitchell Property” and Eastvale further consents to the acquisition and location of certain additional easements, wherever necessary along the Project alignment in the City of Eastvale, as shown on Exhibit “D” for the relocation of Southern California Edison utility facilities.”

2. Other than as otherwise expressly provided herein, this Amendment shall not be deemed to operate as an amendment or waiver of, or to prejudice, any right, power, privilege or remedy of any Party under the Agreement, nor shall the entering into of this Amendment preclude any Party from refusing to enter into any further amendments with respect to the Agreement. Other than as otherwise expressly provided herein, this Amendment shall not constitute a waiver of compliance with any covenant or other provision in the Agreement of the occurrence or continuance of any present or future default.

3. Except as expressly set forth in this Amendment, the terms, provisions and conditions of the Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect without interruption or impairment of any kind.

4. This Amendment will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles.

5. This Amendment may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Amendment may be delivered by exchange of copies of the signature page by facsimile transmission.

6. The provisions of this Amendment will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Amendment, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the parties agree that the court judicially making such determination may modify the provision in

a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

7. This Amendment may not be amended or modified except in the manner specified Section 20 of the Agreement.

8. The Agreement as amended by this Amendment, together with the Exhibits and Schedules thereto and the certificates, documents, instruments and writings that are delivered pursuant thereto constitutes the entire agreement and understanding of the parties in respect of the subject matter of the Agreement as amended by this Amendment and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

EASTVALE
City of Eastvale

ONTARIO
City of Ontario

By: _____
Carol Jacobs, City Manager

By: _____
Chris Hughes, City Manager

Attest:

Attest:

By: _____
Ariel M. Hall, Assistant City Clerk

By: _____
City Clerk, City of Ontario

Approved as to Form:

Approved as to Form:

By: _____
John Cavanaugh, City Attorney

By: _____
John E. Brown, City Attorney

EXHIBIT "C"

City of Eastvale

12363 Limonite Ave., Suite 910
Eastvale, CA 91752
(951) 361-0900
www.ci.eastvale.ca.us



City of Ontario
303 East "B" Street
Ontario, California 91764

Attention: Louis Abi-younes, City Engineer

**SUBJECT: SOUTH MILLIKEN AVENUE GRADE SEPARATION – MISSION BOULEVARD DRIVEWAY
FOR J.W. MITCHELL PROPERTY**

Thank you for the opportunity to meet with your staff on January 9, 2012 to discuss the South Milliken Grade Separation Project and its impact on the City of Eastvale and surrounding properties. The plans call for an overcrossing, which will span the Union Pacific Railroad Los Angeles line and the adjacent Mission Boulevard. This requires the existing driveway to the J.W. Mitchell property currently located on Milliken Avenue to be relocated to a "right in-right out" driveway on Mission Boulevard.

We understand that the City of Ontario has proposed that the new driveway be located approximately 285 feet from the centerline of Milliken Avenue, which is the approximate midpoint along the J.W. Mitchell frontage on Mission Boulevard. This decision was based on overall public safety and consideration of the parking requirements for the property. This location will provide a clear view of the proposed driveway and the traffic entering and leaving the site, providing adequate site distance to ensure appropriate public safety for the motoring public. It also provides the same number of parking stalls that currently exist on the site. The estimated cost of this proposal is \$385,000.

The property owners would prefer that the driveway be located on Mission Boulevard on the westerly side of their frontage, about 150 feet from the centerline of Milliken Avenue. The City of Ontario is concerned that this location is too close to the proposed bridge structure. The bridge structure would create a phenomenon in which the eastbound drivers may be exposed to direct light, immediately followed by shadows under the bridge and then followed by direct sunlight again. The extreme shift in lighting can potentially cause challenges in visibility and reaction time for drivers. Drivers' vision may need additional time to get accustomed to the light and may not be able to react to a vehicle exiting the proposed "westernmost" driveway. However, it would provide 2 additional parking stalls. The estimated cost of this option is \$747,000 or approximately \$418,000 more than the City's design.

The City of Eastvale supports Ontario's decision to provide the highest level of public safety possible, with the "midpoint" driveway. We also appreciate their concern for fiscal responsibility.

Sincerely,


George Alvarez
City Engineer

cc: Jay Bautista, Principal Engineer (Ontario)

EXHIBIT "D"
UTILITY RELOCATION EASEMENTS

EXHIBIT "A"
LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET WIDE OVER THAT PORTION OF PARCEL 1 OF CERTIFICATE OF PARCEL MERGER NO. 705, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED SEPTEMBER 18, 1990 AS INSTRUMENT NO. 346566 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

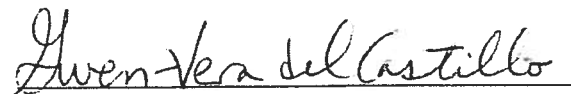
COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON SAID PARCEL MERGER NO. 705, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF MILLIKEN AVENUE (130 FEET WIDE) AND PHILADELPHIA STREET (100 FEET WIDE), SAID POINT ALSO BEING A FOUND 2" BRASS DISK STAMPED "LS 4430" AS SHOWN ON PARCEL MAP NO. 17414 RECORDED IN BOOK 216, PAGES 99 AND 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; THENCE ALONG SAID CENTERLINE OF PHILADELPHIA STREET NORTH 89°39'52" EAST 112.87 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 00°20'08" EAST 50.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 OF PARCEL MERGER NO. 705 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°45'02" EAST 100.04 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 62.50 FEET; THENCE SOUTHEASTERLY 68.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°27'46"; THENCE SOUTH 63°12'48" EAST 108.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 62.50 FEET; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY 127.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°55'05"; THENCE NORTH 00°07'53" WEST 149.18 FEET TO SAID NORTHERLY LINE OF SAID PARCEL 1.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE NORTHERLY IN SAID NORTHERLY LINE OF SAID PARCEL 1.

CONTAINING 13,829 SQUARE FEET, MORE OR LESS.

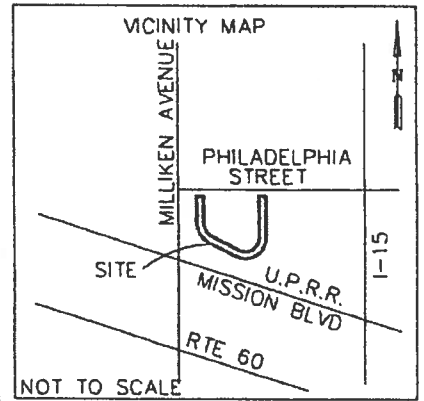
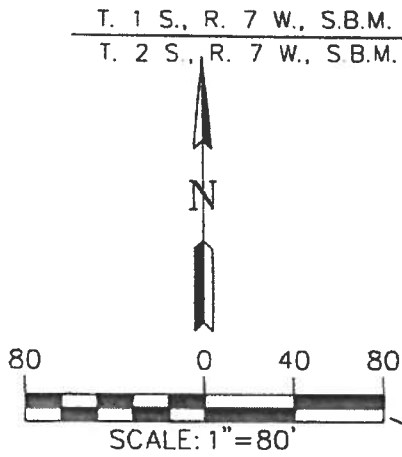
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 8TH DAY OF APRIL, 2013.



GWEN-VERA DEL CASTILLO, PLS 5108



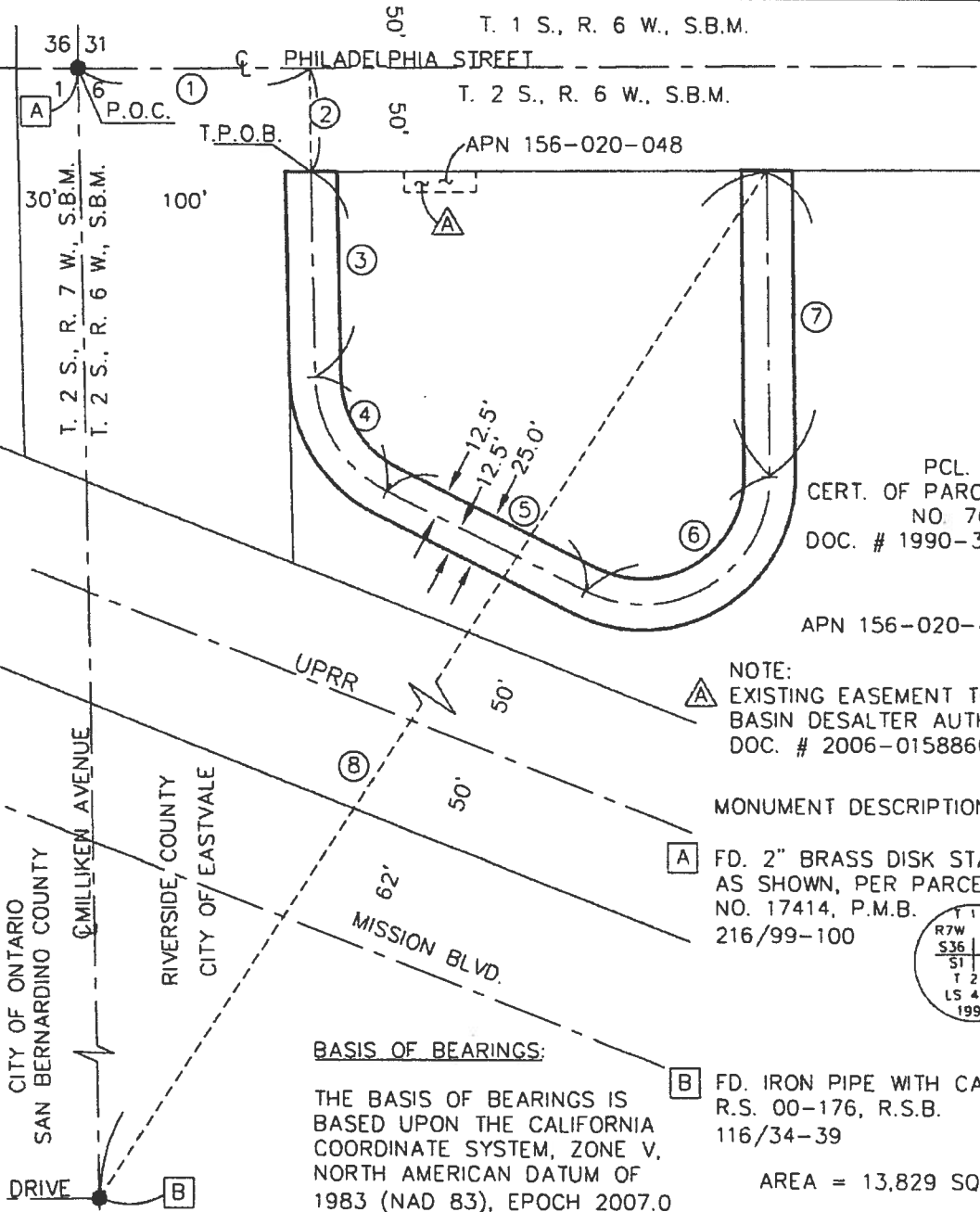


	BEARING	DISTANCE
1	N89° 39' 52" E	112.87'
2	S00° 20' 08" E	50.00'
3	S00° 45' 02" E	100.04'
5	S63° 12' 48" E	108.28'
7	N00° 07' 53" W	149.18'
8	S08° 31' 17" E	2079.92'

	DELTA	RADIUS	LENGTH
4	62° 27' 46"	62.50'	68.14'
6	116° 55' 05"	62.50'	127.54'

R.S. 109/58

GREYSTONE DRIVE



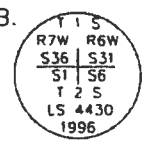
PCL 1
CERT. OF PARCEL MERGER
NO. 705
DOC. # 1990-346566 O.R.

APN 156-020-49

NOTE:
EXISTING EASEMENT TO CHINO
BASIN DESALTER AUTHORITY PER
DOC. # 2006-0158860 O.R.

MONUMENT DESCRIPTIONS

A FD. 2" BRASS DISK STAMPED
AS SHOWN, PER PARCEL MAP
NO. 17414, P.M.B.
216/99-100



BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS
BASED UPON THE CALIFORNIA
COORDINATE SYSTEM, ZONE V,
NORTH AMERICAN DATUM OF
1983 (NAD 83), EPOCH 2007.0

B FD. IRON PIPE WITH CAP, PER
R.S. 00-176, R.S.B.
116/34-39

AREA = 13,829 SQ. FT.

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "B"
APN 156-020-049
EASEMENT

JOB #: 108-038
DATE: 4/3/13
SCALE: 1"=80'
SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1 OF CERTIFICATE OF PARCEL MERGER NO. 705, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED SEPTEMBER 18, 1990 AS INSTRUMENT NO. 346566 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON PARCEL MERGER NO. 705, ALSO BEING THE CENTERLINE INTERSECTION OF MILLIKEN AVENUE (130 FEET WIDE) AND PHILADELPHIA STREET (100 FEET WIDE), SAID POINT ALSO BEING A FOUND 2' BRASS DISK STAMPED "LS 4430" AS SHOWN ON PARCEL MAP NO. 17414 RECORDED IN BOOK 216, PAGES 99 AND 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; THENCE NORTH 89°39'52" EAST 100.36 FEET ALONG SAID CENTERLINE OF PHILADELPHIA STREET; THENCE LEAVING SAID CENTERLINE SOUTH 00°20'08" EAST 50.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1 OF PARCEL MERGER NO. 705 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF PHILADELPHIA STREET, NORTH 89°39'52" EAST 63.00 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°20'08" EAST 189.46 FEET; THENCE NORTH 68°47'59" WEST 17.77 FEET; THENCE SOUTH 22°02'54" WEST 23.75 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1, ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (100 FEET WIDE) AS SHOWN ON SAID PARCEL MERGER; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 68°24'25" WEST 38.85 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1, ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF MILLIKEN AVENUE (130 FEET WIDE); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 00°45'02" WEST 190.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,087 SQUARE FEET, MORE OR LESS.

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

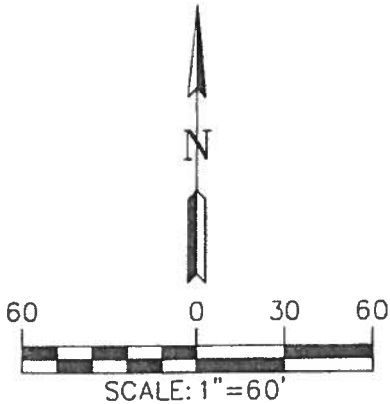
DATED THIS 8TH DAY OF APRIL, 2013.



GWEN-VERA DEL CASTILLO, PLS 5108

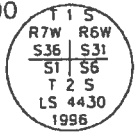


T. 1 S., R. 7 W., S.B.M.
T. 2 S., R. 7 W., S.B.M.



MONUMENT DESCRIPTIONS

A FD. 2" BRASS DISK STAMPED AS SHOWN, PER PARCEL MAP NO. 17414, P.M.B. 216/99-100

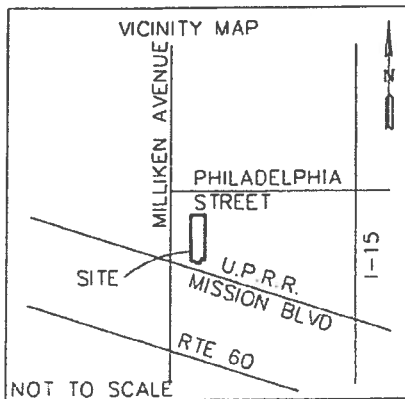


B FD. IRON PIPE WITH CAP, PER R.S. 00-176, R.S.B. 116/34-39

	BEARING	DISTANCE
1	N89° 39' 52" E	100.36'
2	S00° 20' 08" E	50.00'
3	N89° 39' 52" E	63.00'
4	S00° 20' 08" E	189.46'
5	N68° 47' 59" W	17.77'
6	S22° 02' 54" W	23.75'
7	N68° 24' 25" W	38.85'
8	N00° 45' 02" W	190.39'
9	S02° 19' 13" W	1866.74'

AREA = 12,087 SQ. FT.

R.S. 109/58



NOT TO SCALE

36 31 P.O.C.

T. 1 S., R. 6 W., S.B.M.

PHILADELPHIA STREET

T. 2 S., R. 6 W., S.B.M.

T.P.O.B.

APN 156-020-048

APN 156-020-049
PCL. 1
CERT. OF PARCEL MERGER NO. 705
DOC. # 1990-346566 O.R.

UPRR

MISSION BLVD.

CITY OF ONTARIO
SAN BERNARDINO COUNTY
MILLIKEN AVENUE
RIVERSIDE COUNTY
CITY OF EASTVALE

NOTE:
EXISTING EASEMENT TO CHINO BASIN DESALTER AUTHORITY PER DOC. # 2006-0158860 O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE V, NORTH AMERICAN DATUM OF 1983 (NAD 83), EPOCH 2007.0

GREYSTONE DRIVE

JOB #: 108-038
DATE: 4/8/13
SCALE: 1"=60'
SHEET 1 OF 1

EXHIBIT "B"
APN 156-020-049
EASEMENT

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "A"
LEGAL DESCRIPTION

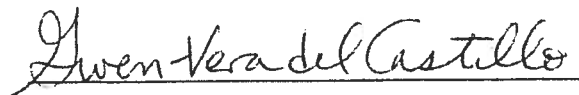
THAT PORTION OF PARCEL 1 OF CERTIFICATE OF PARCEL MERGER NO. 705, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED SEPTEMBER 18, 1990 AS INSTRUMENT NO. 346566 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON SAID PARCEL MERGER NO. 705, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF MILLIKEN AVENUE (130 FEET WIDE) AND PHILADELPHIA STREET (100 FEET WIDE), SAID POINT ALSO BEING A FOUND 2' BRASS DISK STAMPED "LS 4430" AS SHOWN ON PARCEL MAP NO. 17414 RECORDED IN BOOK 216, PAGES 99 AND 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; THENCE NORTH 89°39'52" EAST 100.36 FEET ALONG SAID CENTERLINE OF PHILADELPHIA STREET; THENCE LEAVING SAID CENTERLINE SOUTH 00°20'08" EAST 50.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1 OF PARCEL MERGER NO. 705 AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF PHILADELPHIA STREET, NORTH 89°39'32" EAST 18.10 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 01°20'01" WEST 175.02 FEET; THENCE SOUTH 00°12'32" WEST 20.05 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1, ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (100 FEET WIDE) AS SHOWN ON SAID PARCEL MERGER; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 68°24'25" WEST 12.32 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1, ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF MILLIKEN AVENUE (130 FEET WIDE); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 00°45'02" WEST 190.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,814 SQUARE FEET, MORE OR LESS.

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

DATED THIS 8TH DAY OF APRIL, 2013.



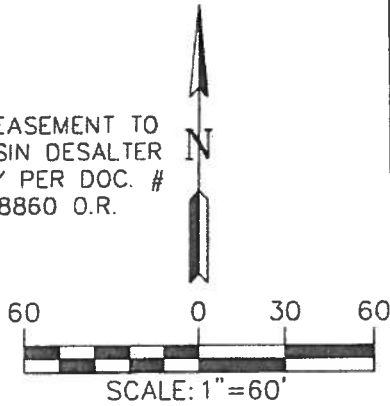
GWEN-VERA DEL CASTILLO, PLS 5108



T. 1 S., R. 7 W., S.B.M.
T. 2 S., R. 7 W., S.B.M.

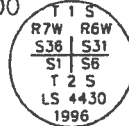
T. 1 S., R. 6 W., S.B.M.
T. 2 S., R. 6 W., S.B.M.

NOTE:
EXISTING EASEMENT TO
CHINO BASIN DESALTER
AUTHORITY PER DOC. #
2006-0158860 O.R.



MONUMENT DESCRIPTIONS

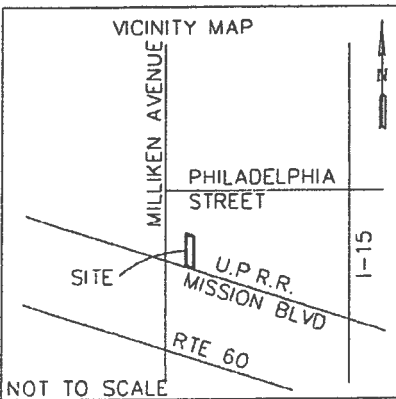
A FD. 2" BRASS DISK STAMPED AS SHOWN, PER PARCEL MAP NO. 17414, P.M.B. 216/99-100



B FD. IRON PIPE WITH CAP, PER R.S. 00-176, R.S.B. 116/34-39

	BEARING	DISTANCE
1	N89° 39' 52" E	100.36'
2	S00° 20' 08" E	50.00'
3	N89° 39' 32" E	18.10'
4	S01° 20' 01" W	175.02'
5	S00° 12' 32" W	20.05'
6	N68° 24' 25" W	12.32'
7	N00° 45' 02" W	190.39'
8	S02° 19' 13" W	1866.74'

R.S. 109/58



CITY OF ONTARIO
SAN BERNARDINO COUNTY

MILLIKEN AVENUE
RIVERSIDE COUNTY

CITY OF EASTVALE

MISSION BLVD.

AREA = 2,814 SQ. FT.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE V, NORTH AMERICAN DATUM OF 1983 (NAD 83), EPOCH 2007.0

GREYSTONE DRIVE

JOB #: 108-038
DATE: 4/3/13
SCALE: 1"=60'
SHEET 1 OF 1

EXHIBIT "B"
APN 156-020-049
EASEMENT

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

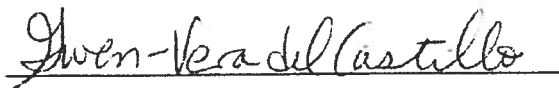
COMMENCING AT THE CENTERLINE INTERSECTION OF GREYSTONE DRIVE AND MILLIKEN AVENUE AS SHOWN ON RECORD OF SURVEY 00-176, AS SHOWN ON A MAP RECORDED IN BOOK 116, PAGES 34 THROUGH 39, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID POINT BEING A FOUND 1" IRON PIPE WITH CAP AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH $76^{\circ}05'55''$ EAST 89.60 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MILLIKEN AVENUE AS DESCRIBED IN THE EASEMENT DEED TO THE COUNTY OF RIVERSIDE, RECORDED SEPTEMBER 22, 1998 AS INSTRUMENT NO. 1998-402636 OFFICIAL RECORDS AND RE-RECORDED OCTOBER 18, 1999 AS INSTRUMENT NO. 99-459100 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH $01^{\circ}23'03''$ WEST 58.99 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY, SAID POINT ALSO BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH $34^{\circ}49'02''$ EAST; THENCE LEAVING SAID RIGHT OF WAY NORTHEASTERLY 24.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $55^{\circ}54'42''$; THENCE NORTH $00^{\circ}43'44''$ WEST 827.10 FEET; THENCE NORTH $06^{\circ}26'37''$ WEST 44.28 FEET; THENCE NORTH $00^{\circ}13'57''$ WEST 268.61 FEET; THENCE NORTH $89^{\circ}07'06''$ EAST 35.77 FEET; THENCE NORTH $00^{\circ}29'48''$ WEST 85.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 38.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ}28'14''$; THENCE NORTH $88^{\circ}58'03''$ WEST 8.56 FEET; THENCE NORTH $00^{\circ}13'59''$ WEST 279.80 FEET; THENCE SOUTH $69^{\circ}43'41''$ EAST 26.69 FEET TO A LINE PARALLEL WITH AND 25.00 FEET EASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH $00^{\circ}13'59''$ WEST 279.80 FEET"; THENCE ALONG SAID PARALLEL LINE SOUTH $00^{\circ}13'59''$ EAST 154.42 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH $30^{\circ}09'11''$ WEST; THENCE NORTHEASTERLY 5.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $05^{\circ}45'11''$; THENCE NORTH $65^{\circ}35'59''$ EAST 13.46 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY 38.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}13'27''$; THENCE NORTH $21^{\circ}22'32''$ EAST 50.20 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY AND NORTHWESTERLY 78.35 FEET ALONG

SAID CURVE THROUGH A CENTRAL ANGLE OF 89°46'58" TO A POINT OF CUSP WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF MISSION BOULEVARD (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 68°24'25" EAST 124.97 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTHWESTERLY 78.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°19'47"; THENCE SOUTH 21°15'47" WEST 58.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 34.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°55'26"; THENCE SOUTH 61°11'13" WEST 16.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 95.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109°29'21" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 41°41'52" WEST; THENCE SOUTHEASTERLY 41.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°48'20" TO A LINE PARALLEL WITH AND 25.00 FEET EASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 00°29'48" WEST 85.10 FEET"; THENCE ALONG SAID PARALLEL LINE SOUTH 00°29'48" EAST 104.82 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 37.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°26'21"; THENCE SOUTH 41°56'33" WEST 14.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 36.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°10'30" TO A LINE PARALLEL WITH AND 25.00 FEET EASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 00°13'57" WEST 268.61 FEET"; THENCE ALONG SAID PARALLEL LINE SOUTH 00°13'57" EAST 176.96 FEET; THENCE SOUTH 06°26'37" EAST 44.17 FEET TO A LINE PARALLEL WITH AND 25.00 FEET EASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 00°43'44" WEST 827.10 FEET"; THENCE ALONG SAID PARALLEL LINE SOUTH 00°43'44" EAST 908.49 FEET; THENCE NORTH 90°00'00" WEST 35.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 49,039 SQUARE FEET, MORE OR LESS.

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

DATED THIS 9TH DAY OF APRIL, 2013.

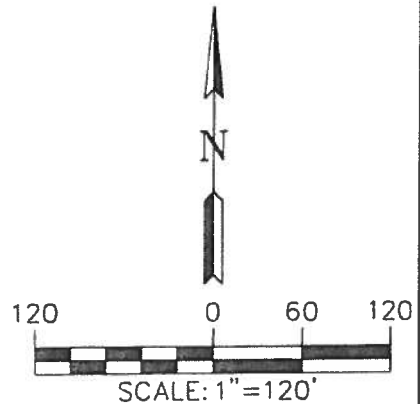


GWEN-VERA DEL CASTILLO, PLS 5108

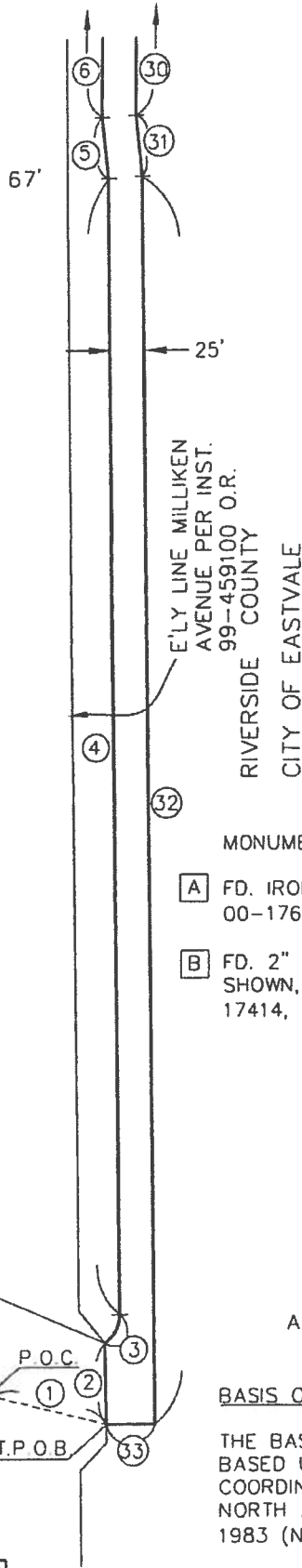


SEE SHEET 2

W 1/2, NW 1/4
SECTION 6
T. 2 S., R. 6 W.
S. B. B. M.



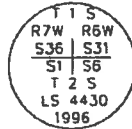
CITY OF ONTARIO
SAN BERNARDINO COUNTY
G. MILLIKEN AVENUE



DOC. NO. 2002-017019 O. R.
REC. 1/10/2002

MONUMENT DESCRIPTIONS

- [A] FD. IRON PIPE WITH CAP, PER R.S. 00-176, R.S.B. 116/34-39
- [B] FD. 2" BRASS DISK STAMPED AS SHOWN, PER PARCEL MAP NO. 17414, P.M.B. 216/99-100



	BEARING	DISTANCE
1	S76° 05' 55" E	89. 60'
2	N01° 23' 03" W	58. 99'
4	N00° 43' 44" W	827. 10'
5	N06° 26' 37" W	44. 28'
6	N00° 13' 57" W	268. 61'
7	N89° 07' 06" E	35. 77'
8	N00° 29' 48" W	85. 10'
10	N88° 58' 03" W	8. 56'
11	N00° 13' 59" W	279. 80'
12	S69° 43' 41" E	26. 69'
13	S00° 13' 59" E	154. 42'
15	N65° 35' 59" E	13. 46'
17	N21° 22' 32" E	50. 20'
19	S68° 24' 25" E	124. 97'
21	S21° 15' 47" W	58. 21'
23	S61° 11' 13" W	16. 44'
26	S00° 29' 48" E	104. 82'
28	S41° 56' 33" W	14. 80'
30	S00° 13' 57" E	176. 96'
31	S06° 26' 37" E	44. 17'
32	S00° 43' 44" E	908. 49'
33	N90° 00' 00" W	35. 32'
34	N11° 48' 41" W	527. 86'

AREA = 49,039 SQ. FT.

BASIS OF BEARINGS:

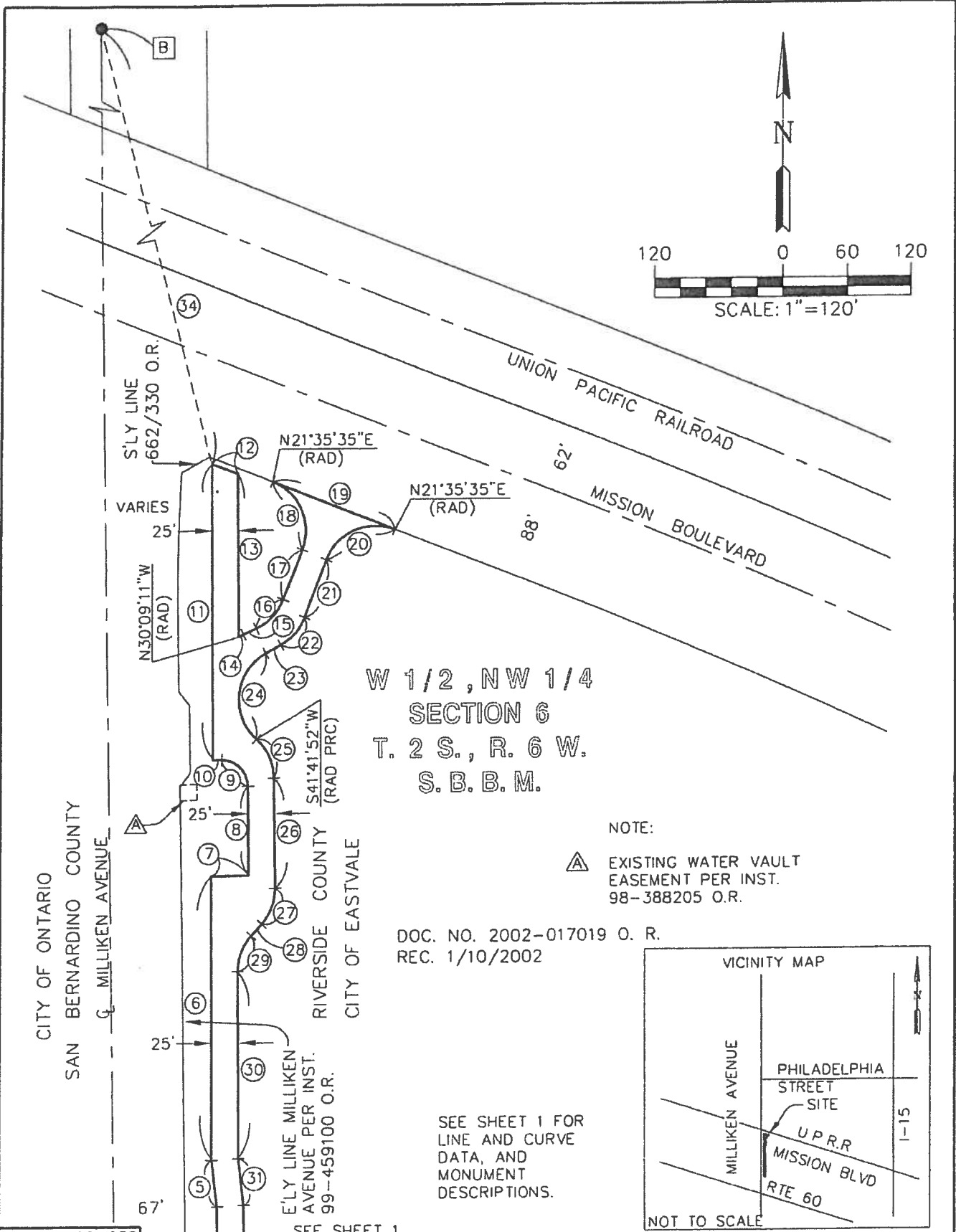
THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE V, NORTH AMERICAN DATUM OF 1983 (NAD 83), EPOCH 2007.0

	DELTA	RADIUS	LENGTH
3	55° 54' 42"	25. 00'	24. 40'
9	88° 28' 14"	25. 00'	38. 60'
14	5° 45' 11"	50. 00'	5. 02'
16	44° 13' 27"	50. 00'	38. 59'
18	89° 46' 58"	50. 00'	78. 35'
20	90° 19' 47"	50. 00'	78. 83'
22	39° 55' 26"	50. 00'	34. 84'
24	109° 29' 21"	50. 00'	95. 55'
25	47° 48' 20"	50. 00'	41. 72'
27	42° 26' 21"	50. 00'	37. 04'
29	42° 10' 30"	50. 00'	36. 80'

JOB #: 108-038
DATE: 4/9/13
SCALE: 1"=120'
SHEET 1 OF 2

EXHIBIT "B"
APN 156-020-044
EASEMENT

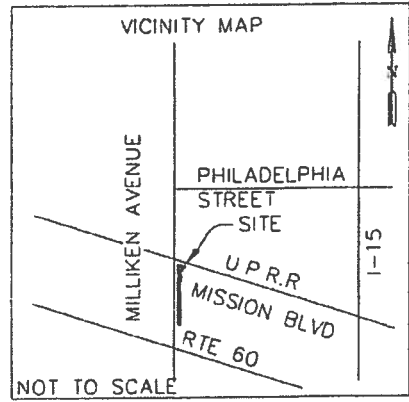
COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266



W 1/2, NW 1/4
SECTION 6
T. 2 S., R. 6 W.
S. B. B. M.

NOTE:
▲ EXISTING WATER VAULT
EASEMENT PER INST.
98-388205 O.R.

DOC. NO. 2002-017019 O. R.
REC. 1/10/2002



SEE SHEET 1 FOR
LINE AND CURVE
DATA, AND
MONUMENT
DESCRIPTIONS.

SEE SHEET 1

JOB #: 108-038
DATE: 4/9/13
SCALE: 1" = 120'
SHEET 2 OF 2

EXHIBIT "B"
APN 156-020-044
EASEMENT

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GREYSTONE DRIVE AND MILLIKEN AVENUE AS SHOWN ON RECORD OF SURVEY 00-176, AS SHOWN ON A MAP RECORDED IN BOOK 116, PAGES 34 THROUGH 39, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID POINT BEING A FOUND 1" IRON PIPE WITH CAP AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 00°45'02" WEST 822.00 FEET ALONG THE CENTERLINE OF MILLIKEN AVENUE; THENCE LEAVING SAID CENTERLINE NORTH 89°14'58" EAST 67.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MILLIKEN AVENUE AS DESCRIBED IN THE EASEMENT DEED TO THE COUNTY OF RIVERSIDE, RECORDED SEPTEMBER 22, 1998 AS INSTRUMENT NO. 1998-402636 OFFICIAL RECORDS AND RE-RECORDED OCTOBER 18, 1999 AS INSTRUMENT NO. 99-459100 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 00°45'02" WEST 460.38 FEET;
2. NORTH 36°49'05" EAST 16.39 FEET;
3. NORTH 00°45'02" WEST 64.00 FEET;
4. NORTH 38°19'09" WEST 16.39 FEET;
5. NORTH 00°45'02" WEST 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,433.00 FEET;
6. NORTHEASTERLY 84.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'28";
7. NORTH 02°37'26" EAST 42.98 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MISSION BOULEVARD AS DESCRIBED IN A DEED RECORDED FEBRUARY 27, 1945 IN BOOK 662, PAGE 330, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

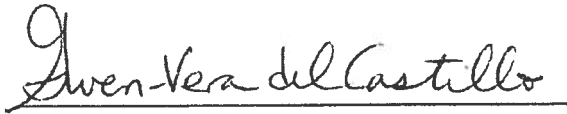
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 61°30'45" EAST 30.93 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 68°24'25" EAST 174.37 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 21°35'35" WEST 5.35 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 34.79 FEET, A RADIAL TO SAID POINT BEARS NORTH 22°23'31" EAST; THENCE SOUTHWESTERLY 55.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°49'20"; THENCE SOUTH 21°34'11" WEST 120.55 FEET TO A LINE

PARALLEL WITH AND 167.00 FEET EASTERLY OF THE SAID CENTERLINE OF MILLIKEN AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 00°45'02" EAST 570.49 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 89°14'58" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 80,743 SQUARE FEET, MORE OR LESS.

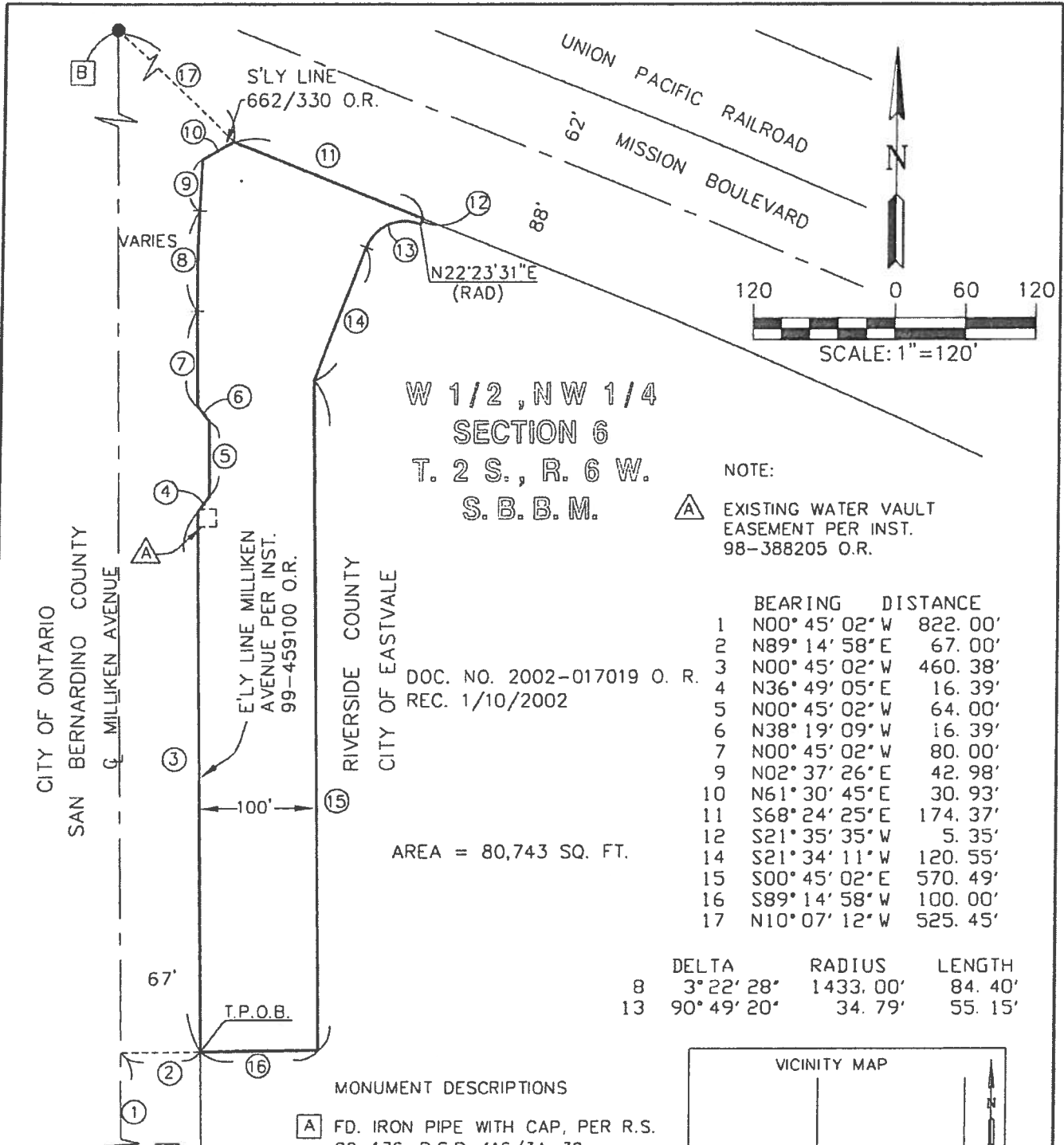
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 8TH DAY OF APRIL, 2013.

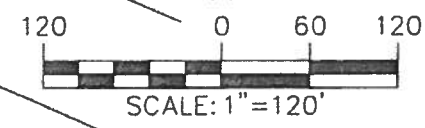


GWEN-VERA DEL CASTILLO, PLS 5108





W 1/2, NW 1/4
SECTION 6
T. 2 S., R. 6 W.
S. B. B. M.



NOTE:
 A EXISTING WATER VAULT
 EASEMENT PER INST.
 98-388205 O.R.

DOC. NO. 2002-017019 O. R.
 REC. 1/10/2002

AREA = 80,743 SQ. FT.

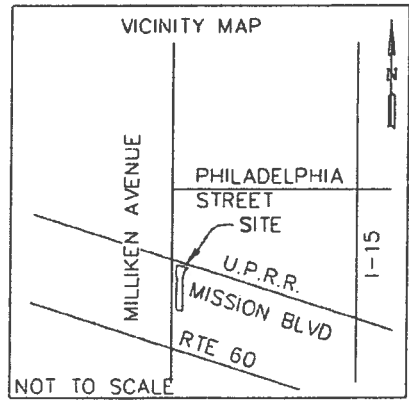
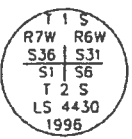
	BEARING	DISTANCE
1	N00° 45' 02" W	822.00'
2	N89° 14' 58" E	67.00'
3	N00° 45' 02" W	460.38'
4	N36° 49' 05" E	16.39'
5	N00° 45' 02" W	64.00'
6	N38° 19' 09" W	16.39'
7	N00° 45' 02" W	80.00'
8	N02° 37' 26" E	42.98'
9	N61° 30' 45" E	30.93'
10	S68° 24' 25" E	174.37'
11	S21° 35' 35" W	5.35'
12	S21° 34' 11" W	120.55'
13	S00° 45' 02" E	570.49'
14	S89° 14' 58" W	100.00'
15	N10° 07' 12" W	525.45'

	DELTA	RADIUS	LENGTH
8	3° 22' 28"	1433.00'	84.40'
13	90° 49' 20"	34.79'	55.15'

MONUMENT DESCRIPTIONS

- A FD. IRON PIPE WITH CAP, PER R.S. 00-176, R.S.B. 116/34-39
- B FD. 2" BRASS DISK STAMPED AS SHOWN, PER PARCEL MAP NO. 17414, P.M.B. 216/99-100

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE V, NORTH AMERICAN DATUM OF 1983 (NAD 83), EPOCH 2007.0



JOB #: 108-038
 DATE: 4/3/13
 SCALE: 1"=120'
 SHEET 1 OF 1

EXHIBIT "B"
 APN 156-020-044
 EASEMENT

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GREYSTONE DRIVE AND MILLIKEN AVENUE AS SHOWN ON RECORD OF SURVEY 00-176, AS SHOWN ON A MAP RECORDED IN BOOK 116, PAGES 34-39, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID POINT BEING A FOUND 1" IRON PIPE WITH CAP AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 00°45'02" WEST 822.00 FEET ALONG THE CENTERLINE OF MILLIKEN AVENUE; THENCE LEAVING SAID CENTERLINE NORTH 89°14'58" EAST 67.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MILLIKEN AVENUE AS DESCRIBED IN THE EASEMENT DEED TO THE COUNTY OF RIVERSIDE, RECORDED SEPTEMBER 22, 1998 AS INSTRUMENT NO. 1998-402636 OFFICIAL RECORDS AND RE-RECORDED OCTOBER 18, 1999 AS INSTRUMENT NO. 99-459100 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 00°45'02" WEST 181.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 07°05'00" EAST 68.11 FEET; THENCE NORTH 00°15'01" WEST 512.05 FEET; THENCE NORTH 00°12'32" EAST 1.56 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MISSION BOULEVARD AS DESCRIBED IN A DEED RECORDED FEBRUARY 27, 1945 IN BOOK 662, PAGE 330, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 61°30'45" EAST 21.03 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 68°24'25" EAST 202.26 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 21°35'53" WEST 17.50 FEET; THENCE NORTH 68°23'29" WEST 187.22 FEET TO A LINE PARALLEL WITH AND 26.00 FEET EASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 00°15'01" WEST 512.05 FEET"; THENCE ALONG SAID PARALLEL LINE SOUTH 00°15'01" EAST 503.43 FEET TO A LINE PARALLEL WITH AND 26.00 FEET EASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 07°05'00" EAST 68.11 FEET"; THENCE ALONG SAID PARALLEL LINE SOUTH 07°05'00" WEST 249.07 FEET; THENCE SOUTH 89°14'58" WEST 1.32 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF MILLIKEN AVENUE AND THE TRUE POINT OF BEGINNING.

CONTAINING 21,106 SQUARE FEET, MORE OR LESS.

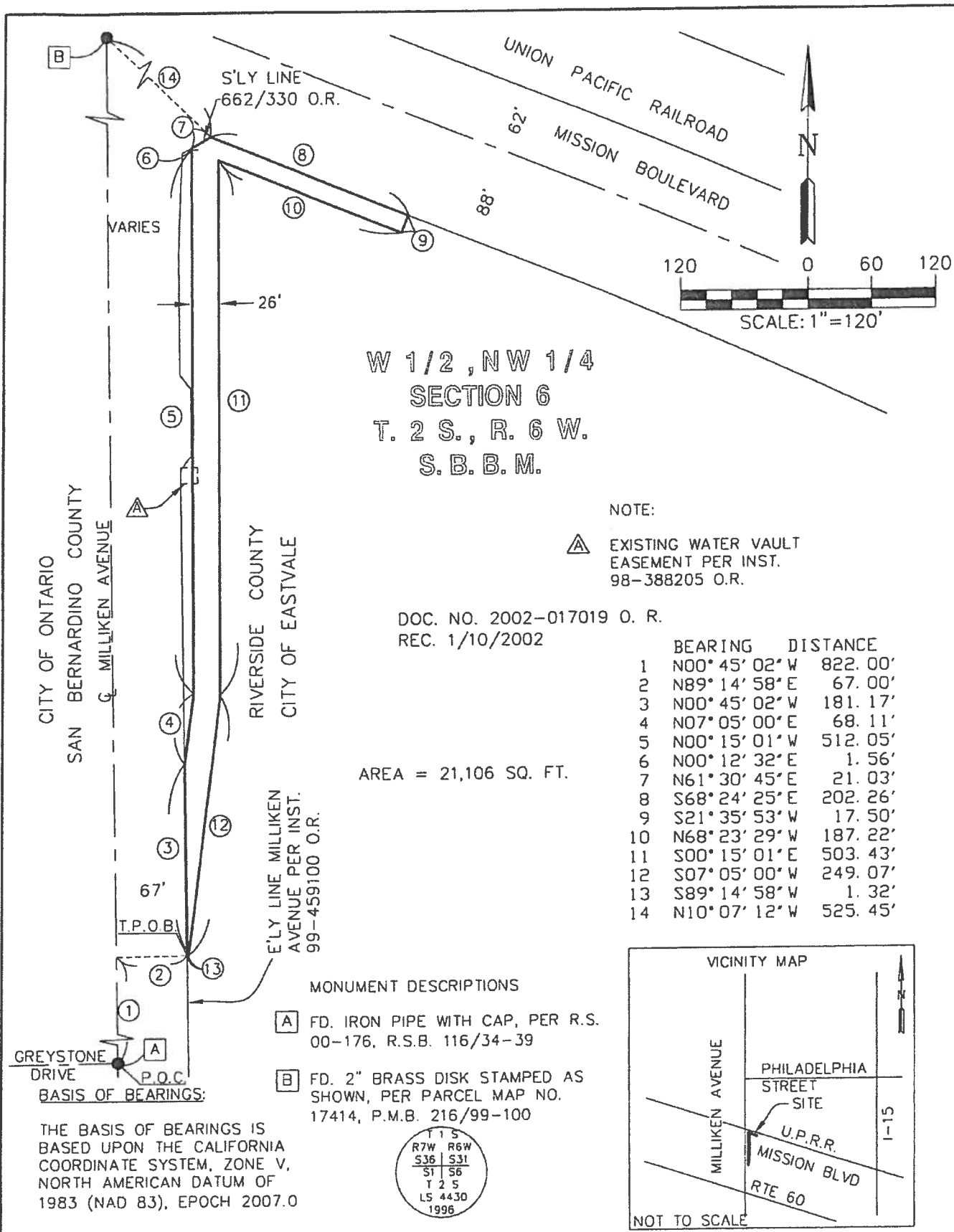
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND
MADE A PART HEREOF.

DATED THIS 8TH DAY OF APRIL, 2013.

Gwen-Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108





W 1/2, NW 1/4
SECTION 6
T. 2 S., R. 6 W.
S. B. B. M.

NOTE:

▲ EXISTING WATER VAULT
EASEMENT PER INST.
98-388205 O.R.

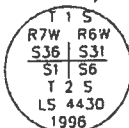
DOC. NO. 2002-017019 O. R.
REC. 1/10/2002

AREA = 21,106 SQ. FT.

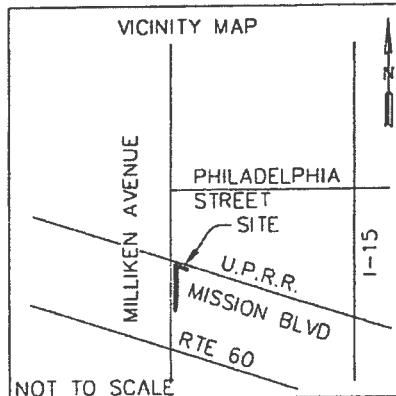
	BEARING	DISTANCE
1	N00° 45' 02" W	822.00'
2	N89° 14' 58" E	67.00'
3	N00° 45' 02" W	181.17'
4	N07° 05' 00" E	68.11'
5	N00° 15' 01" W	512.05'
6	N00° 12' 32" E	1.56'
7	N61° 30' 45" E	21.03'
8	S68° 24' 25" E	202.26'
9	S21° 35' 53" W	17.50'
10	N68° 23' 29" W	187.22'
11	S00° 15' 01" E	503.43'
12	S07° 05' 00" W	249.07'
13	S89° 14' 58" W	1.32'
14	N10° 07' 12" W	525.45'

MONUMENT DESCRIPTIONS

- ▲ FD. IRON PIPE WITH CAP, PER R.S. 00-176, R.S.B. 116/34-39
- ▲ FD. 2" BRASS DISK STAMPED AS SHOWN, PER PARCEL MAP NO. 17414, P.M.B. 216/99-100



THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE V, NORTH AMERICAN DATUM OF 1983 (NAD 83), EPOCH 2007.0



JOB #: 108-038
DATE: 4/3/13
SCALE: 1"=120'
SHEET 1 OF 1

EXHIBIT "B"
APN 156-020-044
EASEMENT

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "A"
LEGAL DESCRIPTION

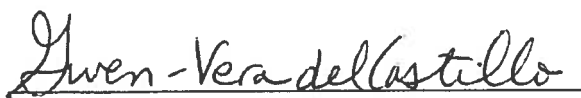
THAT PORTION OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 109, PAGE 58 IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF MILLIKEN AVENUE (130 FEET WIDE) AND PHILADELPHIA STREET (100 FEET WIDE), SAID POINT ALSO BEING A FOUND 2" BRASS DISK STAMPED "LS 4430" AS SHOWN ON PARCEL MAP NO. 17414 RECORDED IN BOOK 216, PAGES 99 AND 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; THENCE SOUTH 00°45'02" EAST 200.02 FEET ALONG SAID CENTERLINE OF MILLIKEN AVENUE TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PROPERTY CONVEYED TO SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY (100 FEET WIDE), NOW U.P.R.R. RIGHT OF WAY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 68°24'25" EAST 92.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 68°24'25" EAST 27.92 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 00°12'32" WEST 107.39 FEET TO THE SOUTHWESTERLY RAILROAD RIGHT OF WAY LINE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 68°24'25" WEST 27.92 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 00°12'32" EAST 107.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,792 SQUARE FEET, MORE OR LESS.

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

DATED THIS 4TH DAY OF APRIL, 2012.

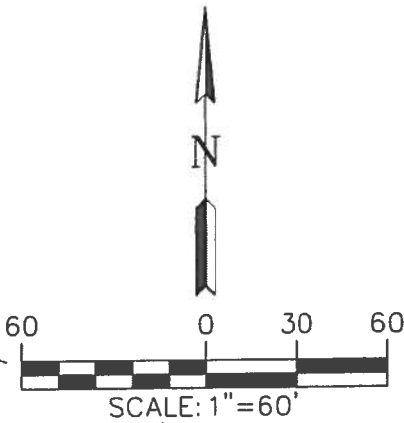


GWEN-VERA DEL CASTILLO, PLS 5108



T. 1 S., R. 7 W., S.B.M.
 T. 2 S., R. 7 W., S.B.M.

T. 1 S., R. 6 W., S.B.M.
 PHILADELPHIA STREET
 T. 2 S., R. 6 W., S.B.M.



36 31
 A 1 6
 P.O.C.
 30'
 T. 2 S., R. 7 W., S.B.M.
 T. 2 S., R. 6 W., S.B.M.

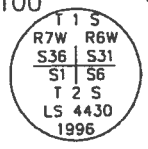
	BEARING	DISTANCE
1	S00° 45' 02" E	200.02'
2	S68° 24' 25" E	92.51'
3	S68° 24' 25" E	27.92'
4	S00° 12' 32" W	107.39'
5	N68° 24' 25" W	27.92'
6	N00° 12' 32" E	107.39'
7	S62° 38' 49" E	1172.84'

AREA = 2,792 SQ. FT.

PARCEL 1
PARCEL MAP
NO. 22281
P.M. 153/29-33

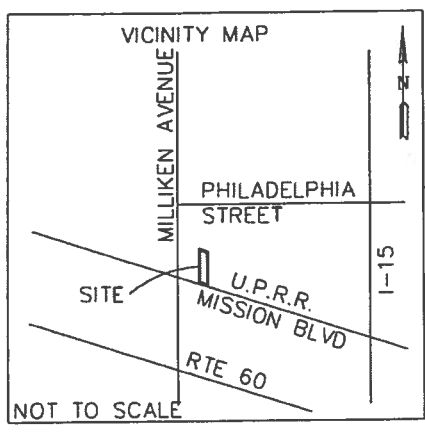
MONUMENT DESCRIPTIONS

A FD. 2" BRASS DISK STAMPED AS SHOWN, PER PARCEL MAP NO. 17414, P.M.B. 216/99-100

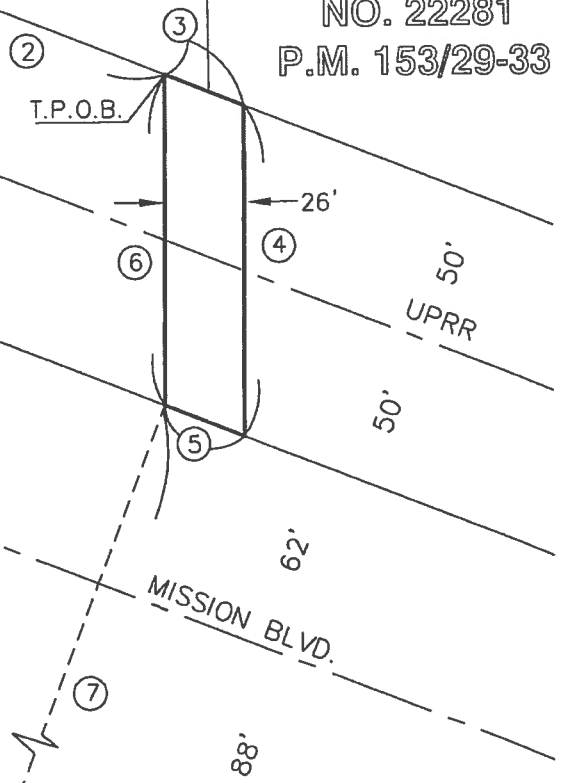


B FD. IRON PIPE WITH CAP, PER R.S. 00-176, R.S.B. 116 / 34-39.

R.S. 109 / 58



CITY OF ONTARIO
 SAN BERNARDINO COUNTY
 RIVERSIDE COUNTY
 CITY OF EASTVALE



BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE V, NORTH AMERICAN DATUM OF 1983 (NAD 83), EPOCH 2007.0

GREYSTONE DRIVE

JOB #: 108-038
 DATE: 4/3/13
 SCALE: 1"=60'
 SHEET 1 OF 1

EXHIBIT "B"

UPRR

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: TREASURER'S REPORT – QUARTER ENDED MARCH 31, 2013

RECOMMENDATION: RECEIVE AND FILE THE CITY TREASURER'S REPORT

BACKGROUND:

In accordance with Resolution 11-02, City of Eastvale's Investment Policy, adopted January 12, 2011, the City Treasurer is required to submit a quarterly treasurer's report to the City Council. The report shall include types of investments, investment ratings, institutions involved, dates of purchases, dates of maturity, amount of deposits or cost of the security, current market value of the securities, interest rates, investment fund balances and a statement that there are sufficient funds to meet the City's cash obligations.

DISCUSSION:

This schedule of investments is in compliance with the City's Investment Policy and the City has sufficient funds to meet its expenditure requirements for the next six months. Total cash and investments At March 31, 2013 is \$20,359,732.

FISCAL IMPACT:

No budget or fiscal impact.

ATTACHMENTS:

1. Treasurer's Report – Quarter Ending March 31, 2013

Prepared by: Joann Gitmed

Reviewed by: Terry Shea, Finance Director
Carol Jacobs, City Manager
City Attorney



Treasurer's Report
Quarter Ending March 31, 2013

Type	CUSIP No.	Rating	Coupon Rate	Yield	Purchase Date	Maturity Date	Month End Accrued Interest	Face Value	Cost Basis	Estimated Market Value
Pooled Cash & Investments										
Cash-Citizen's Business Bank (Operating)			n/a	n/a	n/a	n/a	\$ -	\$ 5,339,052	\$ 5,339,052	\$ 5,339,052
Money Market-Citizen's Business Bank			n/a	0.25%	n/a	n/a	\$ 397	\$ 2,000,827	\$ 2,000,827	\$ 2,000,827
Local Agency Investment Fund			n/a	0.285%	n/a	n/a	\$ 8,388	\$ 13,019,853	\$ 13,019,853	\$ 13,033,115
Total Pooled Cash & Investments							\$ 8,785	\$ 20,359,732	\$ 20,359,732	\$ 20,372,994

Earnings Quarter End March 31, 2013 \$ 9,749
 FY 12/13 Earnings - Year to Date \$ 25,806

This schedule of investments is in compliance with the City's Investment policy. The City has sufficient funds to meet its expenditure requirements for the next six months.

Prepared by:


 Joann Gitmed, Deputy Finance Director

Reviewed by:


 Terry Shea, Finance Director



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER

RECOMMENDATION: APPROVE THE PAYMENT OF WARRANTS AS SUBMITTED BY THE FINANCE DEPARTMENT

BACKGROUND:

The attached list of invoices for services performed was reviewed by the Finance Committee on May 22, 2013 and has been recommended for payment.

DISCUSSION:

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

FISCAL IMPACT:

Funds are available for the payment of the warrants (check numbers 11423 through 11459 and wire numbers W000140 to W000147) in the amount of \$1,054,560.05 and payroll in the amount of \$60,107.63.

The warrants have been reviewed and approved by the Finance Committee on May 15, 2013.

Ric Welch, Council Member

Kelly Howell, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
W000140	4/8/2013	CBIZ PAYROLL	1595226	4/8/2013	PAYROLL PROCESSING PAY DATE 4/12/13	111.05
		CBIZ PAYROLL				111.05
W000141	4/24/2013	CBIZ PAYROLL	1600086	4/24/2013	PAYROLL PROCESSING PAY DATE 4/26/13	76.28
		CBIZ PAYROLL				76.28
W000142	5/7/2013	ATIRA CREDIT MASTERCARD	MAR/APR13	3/24/2013	CMTA CONF 4/17-4/19 GITMED	305.00
		ATIRA CREDIT MASTERCARD	MAR/APR13	3/29/2013	GODADDY-APR2013	2.99
		ATIRA CREDIT MASTERCARD	MAR/APR13	3/31/2013	LODGE ICSC 5/19-5/21 JACOBS (WILL REIMB 1 NIGHT)	295.60
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/2/2013	COMPUTER SPEAKERS	28.07
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/3/2013	MEMBERSHIP ICSC JACOBS	50.00
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/4/2013	AIRFARE ICSC 5/19-5/21 JACOBS	158.80
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/4/2013	REGISTRATION ICSC 5/19-5/22 JACOBS	530.00
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/7/2013	CMC APPLICATION FEES	100.00
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/8/2013	POSTAGE	15.99
		ATIRA CREDIT MASTERCARD				1,486.45
W000143	5/1/2013	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	13991101	5/1/2013	HEALTH INS PREMS-MAY 2013	2,447.55
		CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	13991101	5/1/2013	HEALTH INS PREMS-MAY 2013	1,163.77
		CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	13991101	5/1/2013	HEALTH INS PREMS-MAY 2013	1,309.51
		CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	13991101	5/1/2013	HEALTH INS PREMS-MAY 2013	645.54
		CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM				5,566.37
W000144	5/6/2013	PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	May-13	5/1/2013	DENTAL INS PREMS MAY 2013	81.28
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	May-13	5/1/2013	DENTAL INS PREMS MAY 2013	142.25
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	May-13	5/1/2013	DENTAL INS PREMS MAY 2013	142.25
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	May-13	5/1/2013	DENTAL INS PREMS MAY 2013	182.63
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND				548.41
W000145	5/16/2031	SOUTHERN CALIFORNIA EDISON	Apr-13	4/30/2013	ELEC SVC CITY HALL APR 2013	362.83
		SOUTHERN CALIFORNIA EDISON				362.83
W000146	5/6/2013	STATE COMPENSATION INSURANCE FUND	5012013	5/1/2013	WORK COMP PREM DEP MAY 2013	1,518.83
		STATE COMPENSATION INSURANCE FUND				1,518.83

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
W000147	5/8/2013	STATE COMPENSATION INSURANCE FUND	2011-2012	5/10/2013	WORK COMP PREM ADJ 2011/12 RESULT OF AUDIT	20.70
		STATE COMPENSATION INSURANCE FUND	2011-2012	5/10/2013	WORK COMP PREM ADJ 2011/12 RESULT OF AUDIT	126.40
		STATE COMPENSATION INSURANCE FUND	2011-2012	5/10/2013	WORK COMP PREM ADJ 2011/12 RESULT OF AUDIT	415.60
		STATE COMPENSATION INSURANCE FUND	2011-2012	5/10/2013	WORK COMP PREM ADJ 2011/12 RESULT OF AUDIT	47.36
		STATE COMPENSATION INSURANCE FUND	2011-2012	5/10/2013	WORK COMP PREM ADJ 2011/12 RESULT OF AUDIT	2,674.38
		STATE COMPENSATION INSURANCE FUND				3,284.44
W000148	5/10/2013	VERIZON WIRELESS	9703392453	4/22/2013	WIRELESS PHONE SVC 4/19-5/18/13	126.95
		VERIZON WIRELESS				126.95
11423	5/8/2013	MET LIFE	X00691	5/6/2013	DEFERRED COMP PR PD 4/20	1,330.00
		MET LIFE				1,330.00
11424	5/8/2013	STAPLES	8025309282	4/13/2013	OFFICE SUPPLIES	8.09
		STAPLES	8025309282	4/13/2013	OFFICE SUPPLIES	27.82
		STAPLES	8025309282	4/13/2013	OFFICE SUPPLIES	275.75
		STAPLES	8025309282	4/13/2013	OFFICE SUPPLIES	159.06
		STAPLES				470.72
11425	5/8/2013	WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	X00690	5/7/2013	TUMF APR 2013	234,979.25
		WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS				234,979.25
11426	5/8/2013	WESTERN RIVERSIDE REGIONAL CONSERVATION AGENCY	X00689	5/7/2013	MSHCP APR 2013	75,950.85
		WESTERN RIVERSIDE REGIONAL CONSERVATION AGENCY				75,950.85
11427	5/22/2013	ALBERT A. WEBB ASSOCIATES	130566	4/1/2013	EIR SVCS EASTVALE COMM CTR FEB 2013	13,076.50
		ALBERT A. WEBB ASSOCIATES	131152	4/1/2013	PROJ TEAM MTG EAST COMM CTR 3/12/13	21.65
		ALBERT A. WEBB ASSOCIATES	131153	4/1/2013	PRJ TEAM MTG-EAST COMM CTR 3/27/13	1,025.00
		ALBERT A. WEBB ASSOCIATES				14,123.15
11428	5/22/2013	ALL STAR WATER HEATER	X00692	4/23/2013	REFUND CR649304 PN 13-0157	188.19
		ALL STAR WATER HEATER	X00692	4/23/2013	REFUND CR649304 PN 13-0157	1.00
		ALL STAR WATER HEATER				189.19

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11429	5/22/2013	ALLEGRA	48976	5/9/2013	BUSINESS CARDS	22.05
		ALLEGRA	48976	5/9/2013	BUSINESS CARDS	88.20
		ALLEGRA	48976	5/9/2013	BUSINESS CARDS	110.25
		ALLEGRA	48976	5/9/2013	BUSINESS CARDS	44.10
		ALLEGRA				264.60
11430	5/22/2013	AMERICAN FORENSIC NURSES	62968	3/15/2013	BLOOD DRAWS 3/15/13	82.16
		AMERICAN FORENSIC NURSES	63038	4/1/2013	BLOOD DRAW 4/1/13	82.16
		AMERICAN FORENSIC NURSES				164.32
11431	5/22/2013	APPLIED DEVELOPMENT ECONOMICS	413898	4/30/2013	STRATEGIC PLAN	9,889.05
		APPLIED DEVELOPMENT ECONOMICS				9,889.05
11432	5/22/2013	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SL130841	4/29/2013	SIGNALS/LIGHTING JAN-MAR 2013	1,573.67
		CALIFORNIA DEPARTMENT OF TRANSPORTATION				1,573.67
11433	5/22/2013	CAVANAUGH LAW GROUP	Apr-13	4/30/2013	LEGAL SERVICES APRIL 2013	14,861.90
		CAVANAUGH LAW GROUP	Apr-13	4/30/2013	LEGAL SERVICES DEVELOPMENT APRIL 2013	4,252.50
		CAVANAUGH LAW GROUP	Apr-13	4/30/2013	LEGAL SERVICES DEVELOPMENT APRIL 2013	337.50
		CAVANAUGH LAW GROUP	Apr-13	4/30/2013	LEGAL SERVICES DEVELOPMENT APRIL 2013	540.00
		CAVANAUGH LAW GROUP	Apr-13	4/30/2013	LEGAL SERVICES APRIL 2013	562.50
		CAVANAUGH LAW GROUP	Apr-13	4/30/2013	LEGAL SERVICES CFD#44 APRIL 2013	810.00
		CAVANAUGH LAW GROUP				21,364.40
11434	5/22/2013	CORONA-NORCO UNIFIED SCHOOL DISTRICT	13385	4/17/2013	FACILITY SECURITY STR PLAN MTG 2/23/13	175.00
		CORONA-NORCO UNIFIED SCHOOL DISTRICT				175.00
11435	5/22/2013	COVERALL	1260126953	5/1/2013	JANITORIAL SERVICES MAY 2013	210.00
		COVERALL				210.00
11436	5/22/2013	DEPARTMENT OF JUSTICE	967129	4/10/2013	BLOOD DRAWS MAR 2013	35.00
		DEPARTMENT OF JUSTICE				35.00
11437	5/22/2013	EASTVALE COMMUNITY FOUNDATION	X00694	5/8/2013	CDGB SCHOLARSHIPS	1,000.00
		EASTVALE COMMUNITY FOUNDATION				1,000.00

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11438	5/22/2013	EASTVALE PEST CONTROL	101310	4/19/2013	PEST CONTROL 4/19/13	70.00
		EASTVALE PEST CONTROL				70.00
11439	5/22/2013	ECONOMICS INC	2013-03	5/6/2013	CAL RECYCLE GRANT APR 2013	1,885.00
		ECONOMICS INC				1,885.00
11440	5/22/2013	HINDERLITER, DELLAMAS & ASSOCIATES	19123	5/1/2013	CONSULTING PROPERTY TAX MAR-JUN 2013	4,800.00
		HINDERLITER, DELLAMAS & ASSOCIATES	20701	4/30/2013	CONSULTING SVCS- SALES TAX 4TH QTR	44,192.68
		HINDERLITER, DELLAMAS & ASSOCIATES				48,992.68
11441	5/22/2013	INTERWEST CONSULTING GROUP	14455	4/16/2013	BUILDING & SAFETY MARCH 2013	20,551.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	GENERAL ADMIN MARCH 2013	2,458.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - PULTE HOMES	7,123.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - MBK HOMES	87.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - KB HOMES ENCLAVE	16,516.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - LEWIS RETAIL CENTERS	312.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - STANDARD PAC TR31961	237.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - SHEA HOMES (HELLMAN)	4,578.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - NEW HOPE CHRISTIAN CHURCH	105.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - STANDARD PACIFIC	2,215.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - EASTVALE SOUTH ZONE CHANGE	312.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - STANDARD PAC TR 31643-1	167.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - STANDARD PAC TR31931	1,202.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - STANDARD PAC TR 31961	150.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - LENNAR TR30913-1	142.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - DR HORTON TR 32491	1,017.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - STRATHAM HOMES TR 32821	405.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - JCSD COMMUNITY PARK	1,708.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - MERITAGE HOMES TR 31406	8,562.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - KB HOMES TR30893-1	17.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - VAN DAELE TR30931	550.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - EASTVALE COMMERCE CENTER	1,470.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - ARCO PLNG APP SUBMITTAL	390.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - SAN ANTONIO MEDICAL	287.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 12618 LIMONITE RALPHS CANOPY	551.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - SANHAMEL DEV	632.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CLOVERDALE MARKETPLACE	135.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - KB HOME DAVENPORT	770.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - DR HORTON LAUREL/NOBLE	9,175.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 24 HOUR FITNESS	300.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - WALMART	2,648.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - GINGER MASONRY	460.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 14068 SILENT STREAM	35.00

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - LEARNING EXPERIENCE	1,187.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 12782/12768 LIMONITE	948.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - LENNAR CITRUS/SCHOLAR WAY	3,788.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - MASSAGE ENVY	105.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - JACK IN THE BOX	735.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CAL MOLD EXPANSION	200.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CELL SITE 7325 WOODPIGEON	35.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - JEHOVAH'S WITNESS HALL	305.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CLOVERDALE MED BLDG	663.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CD FOODSERVICE	596.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - LENNAR TR30825	337.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CHIROPRACTIC PLACE	197.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CDC DEVELOPMENT	236.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 7253 CORONA VALLEY	562.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - ULTA	150.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - BEAZER TR31476	1,655.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 12346 WHITEHORSE CT	37.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - TMOBILE CELL SITE	35.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - LENNAR BOND EXONERATION	956.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - CDG FULFILLMENT	288.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - BIRCHER INDUSTRIAL BLDGS	221.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 14237 GRAYLING DR RV ACCESS	62.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - WATERLINE INSTALL	2,002.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - SCE VAULT ARCHIBALD	25.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6153 CRIPPLE CREEK	17.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - WABA GRILL	305.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6366 BODEGA	300.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 12389 KERN RIVER DR POOL	365.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 12389 KERN RIVER DR PATIO	215.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6009 BODEGA CT RENOVATION	75.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6366 BODEGA CT FIRE DAMAGE	300.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - ULTA INTERIOR	205.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - RIVERSIDE MED CLINIC	660.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - RICHLAND BOND EXONERATION	1,768.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 7653 BRISTOL BAY GARAGE	227.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - APPLEBEES	78.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6441 BLUEBELL	35.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 5819 BERRYHILL DR	153.75
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 7888 TISDALE REHAB	35.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 13820 SCHLEISMAN JCSD COMM CTR	52.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6544 PERIDOT SP INSPECTION	17.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6585 GLADIOLA SP INSPECTION	35.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 12435 LIMONITE TMOBILE	35.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - SCE REMOVE POWER POLE	175.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - 6824 SONG SPARROW RV APPROACH	125.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMNT - SCE POTHOLE ARCH/HELLMAN	100.00

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMT - LENNAR TEMP POWER	350.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMT - TRAFFIC CONTROL BARRELS HELLMAN	850.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PRIVATE DVLPMT - KB HOME TEMP POWER	75.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	STORM WATER MGMNT MARCH 2013	2,032.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	GAS TAX ADMIN MARCH 2013	30,478.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	CIP-LIMONITE AT I-15	577.50
		INTERWEST CONSULTING GROUP	14455	4/16/2013	MILLIKEN GRADE SEPARATION	95.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PVMT MGMT PROGRAM DESIGN MAPS	270.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	CIP-SIDEWALKS	756.25
		INTERWEST CONSULTING GROUP	14455	4/16/2013	DESIGN/ENGINEERING ORANGE ST SIDEWALK	2,560.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	PROJ MGMNT ORANGE ST SIDEWALK	300.00
		INTERWEST CONSULTING GROUP	14455	4/16/2013	HAMNER BRIDGE WIDENING	950.00
		INTERWEST CONSULTING GROUP				145,186.00
11442	5/22/2013	JOE A. GONSALVES & SON	23569	4/18/2013	LEGIS ADVOCACY SVCS MAY 2013	3,000.00
		JOE A. GONSALVES & SON				3,000.00
11443	5/22/2013	KOSMONT COMPANIES	1	4/12/2013	PROF SVC ECON DEVELOPMENT	234.00
		KOSMONT COMPANIES				234.00
11444	5/22/2013	LEWIS OPERATING CORP.	81988	5/1/2013	RENT CITY HALL MAY 2013	6,232.40
		LEWIS OPERATING CORP.				6,232.40
11445	5/22/2013	MICROSOFT CORPORATION	C10003EK60	5/1/2013	IT LICENSES CREDIT FM MAR 2013	(163.00)
		MICROSOFT CORPORATION	C10003EK60	5/1/2013	IT LICENSES MAY 2013	184.00
		MICROSOFT CORPORATION				21.00
11446	5/22/2013	PMC	37512	5/8/2013	PLANNING SERVICES BLDG PERMIT REVIEW	1,578.75
		PMC	37512	5/8/2013	PLANNING SERVICES BUSINESS REG REVIEW	260.00
		PMC	37512	5/8/2013	PLANNING SERVICES DEPT MANAGEMENT	2,565.00
		PMC	37512	5/8/2013	PLANNING SERVICES PUBLIC ASSISTANCE	5,426.25
		PMC	37512	5/8/2013	PLANNING SERVICES REIMBURSABLE EXP	1.17
		PMC	37513	5/8/2013	PRIVATE DVLPMT-LENNAR/PULTE	407.50
		PMC	37513	5/8/2013	PRIVATE DVLPMT-ENCLAVE	1,560.00
		PMC	37513	5/8/2013	PRIVATE DVLPMT-EASTVALE SOUTH-LEWIS DEV	292.50
		PMC	37513	5/8/2013	PRIVATE DVLPMT-STRATHAM HOMES	515.00
		PMC	37513	5/8/2013	PRIVATE DVLPMT-JCSD COMM PARK	841.25
		PMC	37513	5/8/2013	PRIVATE DVLPMT-MERITAGE HOMES	847.50
		PMC	37513	5/8/2013	PRIVATE DVLPMT- EASTVALE COMMERCE CENTER	10,029.49
		PMC	37513	5/8/2013	PRIVATE DVLPMT-ARCO GAS STATION	220.00
		PMC	37513	5/8/2013	PRIVATE DVLPMT-ACI CITRUS RES PROJECT	52.50

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-STRATEGIC PROP MEDICAL	1,435.89
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-RALPH'S GAS STATION	385.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-RICHLAND COMM PRD	5,447.73
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-CLOVERDALE MRKTPLCE PHASE II	230.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-WALMART SEC	666.78
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-LENNAR PAR TR36385/36373	2,838.66
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-ENCLAVE MRKTPLCE AMEND #1	2,464.64
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-ENCLAVE MRKTPLCE PHASE 3	20.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-MOBILE ANTENNA SERVICE	17.42
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-MOB AT CLOVERDALE MRKTPLCE	31.25
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-BORDERS STORE FACADE REMODEL	60.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-ENCLAVE MONUMENT SIGN MOD	327.50
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-BEAZER HOMES	40.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-PAR FOR BIRCHER IND PARK	365.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-GATEWAY SOUTH SIGN PROG UPDATE	60.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-STARBUCKS AT ENCLAVE BLDG MOD	40.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-CLOVERDALE MONUMENT SIGN	80.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-RALPH'S FUELING STATION SIGNAGE	425.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-1095 LEIGHTON DR PATIO COVER	20.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-8260 LOST RIVER POOL	20.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-BANFIELD PET HOSPITAL SIGN	40.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-13200 CITRUS MARYS WALL AND LANDSCAPE	120.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-ELLA DRIVE PATIO COVER	20.00
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-ALCOHOL CUP ON CHANDLER	62.50
		PMC	37513	5/8/2013	PRIVATE DVLPM-T-MRKTPLCE AT ENCLAVE MOD TO THE SOUTH	885.49
		PMC	37514	5/8/2013	PLANNING SERVICES HOUSING ELEMENT COMPLIANCE	470.84
		PMC	37514	5/8/2013	PLANNING SERVICES HOUSING ELEMENT UPDATE 2013	4,280.25
		PMC	37514	5/8/2013	PLANNING SERVICES 2013 ZONING CODE UPDATES	2,626.25
		PMC	37514	5/8/2013	PLANNING SERVICES CITY MGR REQUESTS	1,833.75
		PMC	37514	5/8/2013	PLANNING SERVICES DIF UPDATE	760.00
		PMC	37514	5/8/2013	PLANNING SERVICES EASTVALE SP300 AMENDMENT	688.75
		PMC				51,359.61
11447	5/22/2013	THE PRESS-ENTERPRISE	I01024271-04062013	4/6/2013	ADV ORD 2013-03 FLOOD HAZARD AREAS	80.30
		THE PRESS-ENTERPRISE	i01024423-04062013	4/6/2013	ADV PLNG COMM NOPH PLAN 300 HOME OCC	416.90
		THE PRESS-ENTERPRISE	I01027882-04122013	4/12/2013	ADV PROJ 12-0275	141.90
		THE PRESS-ENTERPRISE	I01031533-04182013	4/18/2013	ADV ORD 2013-04 CITY SEAL/LOGO	51.70
		THE PRESS-ENTERPRISE	I01032862-04192013	4/19/2013	ADV AMEND CH 12.08 MUNI CODE	49.50
		THE PRESS-ENTERPRISE	I010338355-04282013	4/28/2013	ADV PUB HRG PRJ NO. 11-0558	169.40
		THE PRESS-ENTERPRISE	I01037959-04282013	4/28/2013	ADV PUB HRG SP 300	415.80
		THE PRESS-ENTERPRISE	I01038036-04282013	4/28/2013	ADV PUB HRG 2013 ZONE CODE AMEND	74.80
		THE PRESS-ENTERPRISE	I01038357-04282013	4/22/2013	ADV NOTICE OF PUB HRG 13/14 BUDGET	51.70
		THE PRESS-ENTERPRISE	I01043939-05052013	5/5/2013	ADV PUB HRG PROJ 11-0366	180.40
		THE PRESS-ENTERPRISE				1,632.40

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11448	5/22/2013	RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT CSO SERVICE 3/7-4/3/13	12,976.60
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT INVESTIGATOR OT 3/7-4/3/13	207.27
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT MILEAGE 3/7-4/3/13	15,473.36
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT PATROL 3/7-4/3/13	247,168.35
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT PATROL OT 3/7-4/3/13	1,164.20
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT TRAFFIC 3/7-4/3/13	17,355.20
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT TRAFFIC OT 3/7-4/3/13	227.16
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT ZONE OFFICER 3/7-4/3/13	34,710.40
		RIVERSIDE COUNTY SHERIFF DEPART	SH0000021332	4/23/2013	LAW ENFORCEMENT ZONE OFFICER OT 3/7-4/3/13	482.72
		RIVERSIDE COUNTY SHERIFF DEPART				<u>329,765.26</u>
11449	5/22/2013	TLMA ADMINISTRATION	TL0000009245	4/30/2013	HAMNER AVE BRIDGE PROJ ZB70754	11,645.91
		TLMA ADMINISTRATION	TL0000009560	4/16/2013	ROAD MTCE MAR 2013	24,441.97
		TLMA ADMINISTRATION	TL0000009560	4/16/2013	SIGNAL MTCE MAR 2013	12,510.42
		TLMA ADMINISTRATION	TL0000009589	5/7/2013	ROAD MAINTENANCE APRIL 2013	18,103.81
		TLMA ADMINISTRATION	TL0000009589	5/7/2013	ROAD/SIGNAL MAINTENANCE APRIL 2013	16,126.95
		TLMA ADMINISTRATION				<u>82,829.06</u>
11450	5/22/2013	RIVERSIDE RUBBER STAMP & ENGRAVING	13-73155	4/25/2013	STAMP	40.67
		RIVERSIDE RUBBER STAMP & ENGRAVING				<u>40.67</u>
11451	5/22/2013	ROGERS, ANDERSON, MALODY & SCOTT, LLP	38251	3/31/2013	ACCOUNTING SERVICES MAR 2013	747.00
		ROGERS, ANDERSON, MALODY & SCOTT, LLP				<u>747.00</u>
11452	5/22/2013	STAPLES	8025454372	4/27/2013	OFFICE SUPPLIES	27.26
		STAPLES	8025531334	5/4/2013	OFFICE SUPPLIES	57.21
		STAPLES	8025531334	5/4/2013	OFFICE SUPPLIES	2.70
		STAPLES				<u>87.17</u>
11453	5/22/2013	SYNOPTEK	218805	5/1/2013	IT SERVICES-JUN 2013	2,505.00
		SYNOPTEK				<u>2,505.00</u>
11454	5/22/2013	TELE PACIFIC COMMUNICATIONS	46103155-0	4/30/2013	PHONE SVC CITY HALL APR2013	674.91
		TELE PACIFIC COMMUNICATIONS				<u>674.91</u>
11455	5/22/2013	VISION INTERNET PROVIDERS, INC.	24406	4/11/2013	INTERNET SVCS APR-JUN2013	1,260.00
		VISION INTERNET PROVIDERS, INC.				<u>1,260.00</u>

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11456	5/22/2013	VOYAGER FLEET SYSTEMS INC	869288209317	4/24/2013	FUEL 4/24/13	411.67
		VOYAGER FLEET SYSTEMS INC	869288209317	4/24/2013	FUEL CNG 4/24/13	30.08
		VOYAGER FLEET SYSTEMS INC				441.75
11457	5/22/2013	LARRY W. WARD ASSESSOR	11509	4/19/2013	ASSESSOR DATABASE QTRLY MAR 2013	42.50
		LARRY W. WARD ASSESSOR				42.50
11458	5/22/2013	WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	X00693	5/22/2013	WRCOG ANNUAL GENERAL ASSEMBLY 6/13/13	2,000.00
		WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS				2,000.00
11459	5/22/2013	XEROX CORPORATION	67852251	5/1/2013	COPIER LEASE APR2013	308.19
		XEROX CORPORATION	67852251	5/1/2013	COPIER USAGE APR2013	444.64
		XEROX CORPORATION				752.83
TOTAL WARRANTS 05/22/2013						1,054,560.05
PAYROLL PAY PERIOD ENDING 04/06/2013						27,391.83
PAYROLL PAY PERIOD ENDING 04/20/2013						32,715.80
TOTAL PAYROLL SERVICES						60,107.63
TOTAL PAYMENTS TO BE APPROVED						<u>1,114,667.68</u>
GENERAL FUND 10						665,006.67
GAS TAX FUND 20						103,812.82
MEASURE A FUND 21						365.00
AQMD FUND 22						30.08
MISCELLANEOUS GRANTS FUND 24						1,885.00
CDBG 25						1,756.25
CAPITAL IMPROVEMENT PROJECT FUND 60						15,455.91
AGENCY FUND 80						326,355.95
TOTAL						<u>1,114,667.68</u>



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER FOR COUNCIL RELATED ITEMS

RECOMMENDATION: APPROVE THE PAYMENT OF WARRANTS FOR COUNCIL RELATED ITEMS AS SUBMITTED BY THE FINANCE DEPARTMENT

BACKGROUND:

The attached list of invoices for council related expenditures was reviewed by the Finance Committee on May 15, 2013 and has been recommended for payment.

DISCUSSION:

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

FISCAL IMPACT:

Funds are available for the payment of the warrants (Wire No. W000142) in the amount of \$1,244.70.

The warrants have been reviewed and approved by the Finance Committee on May 15, 2013.

Ric Welch, Council Member

Kelly Howell, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

CITY OF EASTVALE
WARRANT REGISTER
INVOICES MAY 22, 2013

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
W000142	5/7/2013	ATIRA CREDIT MASTERCARD	MAR/APR13	3/27/2013	AIRFARE AB 56 HEARING DEGRANDPRE	197.30
		ATIRA CREDIT MASTERCARD	MAR/APR13	3/27/2013	AIRFARE AB56 HEARING RUSH	197.30
		ATIRA CREDIT MASTERCARD	MAR/APR13	3/31/2013	LODGE ICSC 5/19-5/20 DEGRANDPRE	147.80
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/4/2013	AIRFARE ICSC 5/20-5/21 DEGRANDPRE	172.30
		ATIRA CREDIT MASTERCARD	MAR/APR13	4/4/2013	REGISTRATION ICSC 5/19-5/22 DEGRANDPRE	530.00
						1,244.70

TOTAL WARRANTS 05/22/2013

1,244.70

TOTAL PAYMENTS TO BE APPROVED

1,244.70

GENERAL FUND 10 1,244.70

TOTAL 1,244.70



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

6. PUBLIC HEARINGS



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: PROPOSED REVISIONS TO PERSONNEL POLICIES AND PROCEDURES

RECOMMENDATION: APPROVE RECOMMENDED CHANGES TO PERSONNEL POLICIES AND PROCEDURES

BACKGROUND:

The City Adopted the Personnel Policies and Procedures in November of 2010. Since that time staff has had an opportunity to review the existing policies and procedures and proposes a number of clarifications to the procedures.

DISCUSSION:

The following are the recommended changes to the Personnel Policies and Procedures.
Chapter 1

- Section 1 – Authorized Positions: Added language to define the types of positions within the City’s salary resolution.
- Section 3 – Overtime Compensation: Refine the definition of overtime compensation to include both pay and compensatory time off. This allows the City and the employee the flexibility to receive pay or time off. It is also recommended that the compensatory time be limited to a maximum of 60 hours. Should an employee reach the 60 hour comp time maximum the employee would be required to take time off until such time as the hours are below 60 hours. Should the employee leave service of the City, this comp time is required to be paid to the employee.
- Section 10 – Probation: Removed the following language “A reclassified or promoted employee may, in the sole discretion of the City, be deemed to have failed probation at any time before the expiration of the probation period. In such an event, such employee shall have the right to return to his or her former position.” Added the following

language, “Employees reclassified to a position in accordance with a reevaluation of the minimum qualifications, duties and responsibilities of the position in question and where the employee has assumed those duties and responsibilities shall not be subject to a twelve-month probation period.”

- Added permanent part-time employees to serve a probationary period of 12 months.
- Section 11 – Holidays: Deleted reference that the floating holiday could be used for City Hall closures between Christmas and New Year’s. Added language that Floating Holiday not used will be forfeited. Added language that if a holiday falls on a “Friday” the prior workday will be taken in lieu of the holiday.
- Section 12 – Vacation: Added language that all permanent part-time employees working at least 30 hours per week will be afforded one-half of the benefits of regular full time employees. This is consistent with current practice. Added new language to limit vacation accrual to 300 hours and that any time above that will be paid out at the regular rate of pay. The City Manager reserves the right to allow overages in special circumstances.
- Section 14 – Travel Expense Allowance: Has been expanded to include permanent part-time and part-time employees
- Section 15 – Sick Leave: Has been expanded to include permanent part-time employees who would be eligible to accrue sick time at half the rate of regular full-time employees. Included language has been added to state that sick time is forfeited upon termination expect during retirement in compliance with PERS regulations. Expanded the definition of sick time that may be used for including parent, grandparent, spouse, child, brother, sister, father-in-law, brother-in-law or sister-in-law of the employee’s regardless of residence.
- Section 16 – Leave of Absence Without Pay: Included language to clarify that no active service benefits such as sick and vacation time will be accrued when on unpaid leave.
- Section 19- Jury Duty: Added “if the court records indicate that the employee advised the court of the 10 working day limit, and the employee is nonetheless selected for a jury where the jury duty exceed 10 working days, the excess days shall be paid by the City, if the witness fees or juror fees, except mileage reimbursement are submitted to the City.”
- Section 21 – Insurance Benefits: Added permanent part-time employees covered under PERS (1/2 benefit).
- Section 22 – Retirement Benefits: Defines the City’s membership in PERS and that employees working over 1,000 shall be in CALPERS and not eligible for the Federal Social Security Retirement System.
- Section 23 – Promotion: Added language that positions may be posted outside the organization simultaneously. The City Manager will determine the process for recruiting each position.

Chapter 2

- Section 1 Employee Conduct and Discipline: Added “For purposes of this Section, City Department Heads, and contract employees are considered at-will employees and may be subject to discipline without cause.”

Chapter 3

- Section 1 – Resignation: Language clarifying that in the event of a dismissal or voluntary resignation, the employee shall be paid in full on the last day of employment.
- Section 2 – Exit Interview: Removed section in its entirety.

Chapter 4

- Section 2 – Statement of Policy: Added volunteers.

Chapter 6

- Section 1 Definitions: Added: Exempt Employee, FLSA, Immediate Family, Non-Exempt Employee, clarified definition of part-time employee, full time employee, volunteer, supervisory employee, working hours

FISCAL IMPACT:

The financial impact on the City has been reduced by setting caps on leave banks and memorializes current practice.

ATTACHMENTS:

1. Resolution 13-14
2. Revised Personnel Policies and Procedures

Prepared by: Carol Jacobs, City Manager
Reviewed by: John Cavanaugh, City Attorney

RESOLUTION NO. 13-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE
RELATING TO THE DUTIES, COMPENSATION, AND TERMS OF
EMPLOYMENT OF CITY EMPLOYEES.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Eastvale as follows:

Whereas, it is the intent of the City Council to adopt rules and regulations relating to the duties, compensation and terms of employment for City of Eastvale employees; and,

Whereas, this Resolution contains the City of Eastvale's Personnel Policies and Procedures and consolidates all Human Resources Policies and Procedures into one reference document, hereinafter referred to for convenience as the "City of Eastvale Personnel Policies and Procedures."

NOW, THEREFORE, the City Council of the City of Eastvale resolves and orders as follows:

SECTION 1. The City Council hereby adopts the City of Eastvale Personnel Policies and Procedures attached hereto as Exhibit "A" and incorporated herein by referenced as if fully set forth herein.

SECTION 2. These policies and procedures, as adopted by the City Council, supersede any and all prior resolutions and actions that are inconsistent herewith, unless otherwise specified herein.

SECTION 3. The City Manager, or designee, is authorized to interpret, implement and administer these policies and procedures, in order to augment, clarify or otherwise provide for their proper application.

SECTION 4. These policies and procedures contain current policies and procedures and, except for its at-will policy, does not constitute a contract of employment between the City and its employees. Its provisions may be subject to change by the City after compliance with any applicable legal prerequisites.

SECTION 5. It is intended that these policies and procedures will be reviewed annually.

SECTION 3.The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 8th day of May, 2013.

Ike Bootsma, Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Resolution Number 13-14 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 8th day of May, 2013, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall

EXHIBIT A

City Of Eastvale Personnel Policies and Procedures

Resolution No. 13-14

Table of Contents - Personnel Policies and Procedures

CHAPTER 1	<u>Section</u>	<u>Item</u>	<u>Page</u>
Benefits And Practices	1	Authorized Positions	4
	2	Workweek	4
	3	Overtime	4
	4	Non-City Funded Employees	5
	5	Salary and Wage Schedule	5
	6	Recruitment	5
	7	Advancement within Schedule	7
	8	Health Screening	7
	9	Background Investigation.....	7
	10	Probation	7
	11	Holidays.....	8
	12	Vacation.....	8
	13	Travel Expenses	9
	14	Sick Leave	10
	15	Leave of Absence without Pay.....	11
	16	Pregnancy Leave	11
	17	Military Leave.....	11
	18	Jury Duty.....	11
	19	Performance Evaluation	11
	20	Insurance Benefits	12
	21	Retirement Benefits	12
	22	Promotion	12
	23	Dual Employment; Conflict of Interest	13
	24	Personnel Records	14
CHAPTER 2	1	Employee Conduct and Discipline	15
	2	Grounds for Discipline	16
	3	Procedures Governing Suspension, and Disciplinary Action	17
	4	Procedures Governing Name Clearing Hearings	18
	5	Types of Disciplinary Action.....	18
	6	Records	18
	7	Automatic Resignation.....	18

CHAPTER 3	<u>Section</u>	<u>Item</u>	<u>Page</u>
Resignation	1	Resignation.....	19
CHAPTER 4	1	Harassment	19
Harassment	2	Statement of Policy.....	19
	3	Sexual Harassment	20
	4	Procedure	21
	5	Enforcement of Laws against Harassment ...	21
CHAPTER 5	1	Drug and Alcohol Free-Workplace.....	22
Drug and	2	Policy.....	22
Alcohol-Free	3	Procedure	22
Work Place	4	Documentation.....	23
	5	Follow-up	24
CHAPTER 6	1	Other Definitions	24
Other			
Definitions			

CHAPTER 1

Section 1. Authorized Positions. Authorized full-time and part-time positions, with classification titles and pay ranges specified, shall be established from time to time upon adoption of a resolution by the City Council. Unless otherwise stated, the following definitions shall apply for purposes of Authorized Positions under these Personnel Rules and Regulations:

- a. **Regular Full-time Employee:** A full-time non-management employee who has successfully completed his or her probationary period in their position in the competitive service and is occupying a position established on a continuing basis, as distinguished from a part-time employee who is employed on a seasonal or intermittent basis.
- b. **Management or Exempt Employee:** An employee designated as such in the Salary and Benefits Resolution and is not covered under the provisions of the Fair Labor Standards Act (FLSA).
- c. **Non-Exempt Employee:** An employee who is covered by the overtime provisions of the Fair Labor Standards Act (FLSA).
- d. **Permanent Part-time Employee:** A position requiring the employee to work at least 30 hours per week but fewer than 40 hours per week, and is eligible for the City's retirement program and half the benefits of a regular full-time employee.
- e. **Part-time Employee:** An employee filling a position that requires a schedule of 20 hours per week or less. A Part-time Employee is excluded from receiving benefits and serves at the will of the City Manager.
- f. **At-Will Employee:** Any person who is not included in the competitive service. An At-Will Employee may be dismissed by the City Manager at any time for any reason and without prior notice or right of appeal. City Department Heads or contract employees working under the direct supervision of the City Manager are considered At-Will Employees.
- g. **Volunteer:** An individual who accepts an unpaid position with the City to perform specific tasks. A volunteer can be released at any time and for any reason without the right of appeal.

Section 2. Workweek. Regular, non-management employees work a 40-hour work week; however, the City may adjust work hours to meet changing needs and requirements.

Section 3. Overtime Compensation. Non-exempt employees who actually work

more than 40 hours in a workweek shall be compensated at the rate of one and one-half times the employee's regular rate of pay, either as paid time at one and one-half rate of pay or as compensatory time accrued at the rate of one and one-half rate of pay for all hours worked in excess of 40 in any workweek. Work classified as standby, emergency response and disaster response will also be paid at one and one-half times the straight time rate. For the purposes of this resolution, holidays and pre-scheduled time off are to be considered actual work time. The total amount of compensatory time an employee may accrue is 60 hours. When this maximum is reached the employee will either take time off work or receive payment for all or a portion of the time at the discretion of the City Manager.

Section 4. Non-City Funded Employees. Employees who are hired pursuant to Federal/State/County funding assisted programs are subject to termination when program funding terminates.

Section 5. Salary and Wage Schedules. The salary and wage schedule for authorized full-time and part-time positions shall be established from time to time upon adoption of a resolution by the City Council.

Section 6. Recruitment. These steps establish a procedure for all phases of the employment process for full-time employees. The City Manager, or designee, will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal and equal employment opportunity requirements. All such hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All full-time City appointments and promotions shall be based on merit and fitness and will be determined by the results of any or all of the following testing procedures: written test, practical skills examination and/or oral interview.

Closed-Promotional Recruitment

The City Manager, or designee, will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment and must be recommended by the Department Head and approved by the City Manager.

Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the City Manager, or designee, will seek outside candidates through open recruitment.

The City Manager will determine the best method for seeking outside candidates through open recruitment, including, but not limited to any of the following procedures: individual selection directly by the City Manager, or job announcements advertised in newspapers and other appropriate publications.

EXAMINATION PROCESS

Examinations shall be conducted to assist with the selection of qualified candidates and test selection techniques will examine the qualifications of the candidates. Tests may include, but are not limited to, achievement and aptitude tests, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, or any combination of these. Pre-employment physical, medical, psychological, drug and alcohol tests may be given as part of any examination if required for performing the essential job functions. All examinations given will be job related and designed to determine a candidate's knowledge, skills, and abilities to perform the essential job functions.

The City Manager, or designee, will ensure that all examination results remain confidential and that the examination process appropriately accommodates candidates with disabilities.

INTERVIEW PROCESS

The employment interview is a significant part of the selection process. The interviewer's function is to discover a candidate's knowledge, skills, and abilities to perform the essential job functions. Certain guidelines must be observed to ensure compliance with State and Federal laws and to maximize the reliability of the interview process, and include the following:

Interview questions must be job-related and designed to measure a candidate's job knowledge, experience and education necessary to perform the essential job functions.

All interview panel members, if utilized by the City Manager, will be informed of the position responsibilities and requirements and each panel member must independently rate candidates using an objective measurement scale developed by the City.

Only the most highly rated candidate (s) will be considered for final evaluation and review.

REFERENCE CHECK

Before an offer of employment is extended, the City shall conduct a reference check on any candidate. The purpose of the reference check is to verify employment duties, performance record, attendance record, and any other pertinent information. Results of the reference check and background will help determine a candidate's fitness for the position.

Certain positions may require a thorough background check by the Sheriff's Department or other designated agency. However, no background investigations will be conducted without first notifying the candidate.

CANDIDATE NOTIFICATION

After references are verified and a final decision is reached, the City will notify the selected candidate, in writing, and make an employment offer. When a candidate accepts an employment offer, all other candidates, if any, will be notified in writing that they were not selected for the position.

Section 7. Advancement within the Schedule. The City Manager shall effect such advances as the City Manager may deem advisable based upon the employee's ability, proficiency, and performance within the authorized salary range.

Section 8. Health Screening. All applicants being offered employment or employees returning to work may be required to undergo a health screening if in the discretion of the City Manager such screening is necessary. All applicants for employment are subject to and must successfully pass a drug screening test.

Section 9. Investigation. All applicants upon employment may be fingerprinted and shall successfully undergo any further investigation deemed necessary by the City Manager as a prerequisite for employment.

Section 10. Probation. The probationary period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During the initial probation period, the probationary employee will have no rights of tenure, and may be terminated without cause either during or at the end of the probation period.

DURATION

1. All newly hired, full-time regular employees and permanent part-time employees are subject to a twelve-month probation period.
2. All promoted employees are subject to a twelve-month probation period.
3. Employees reclassified to a position in accordance with a reevaluation of the minimum qualifications, duties and responsibilities of the position in question and where the employee has assumed those duties and responsibilities shall not be subject to any probationary period.
4. The twelve-month probation period for promoted and full-time regular employees will begin on the first day of the promotion or hiring date.
5. Management employees are exempt from any probationary period.

EXTENSIONS

1. Prior to the end of any probation period, the probation period may be extended another twelve months with the approval of the City Manager, or designee.
2. The employee will be notified in writing of such an extension.

Section 11. Holidays.

(a) All regular full-time employees and full-time employees who are in their probation period shall have the following holidays as vacation with pay:

1. January 1st, known as "New Year's Day"
2. The third Monday in January, known as "Martin Luther King Jr. Day"
3. The third Monday in February, known as "Presidents' Day"
4. The fourth Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. The first Monday in September, known as "Labor Day"
7. November 11th, known as "Veteran's Day"
8. "Thanksgiving Day"
9. The day after Thanksgiving Day
10. December 24th, known as "Christmas Eve Day"
11. December 25th, known as "Christmas Day"
12. One (1) floating holiday. Floating holidays not used will be forfeited.

(b) In the event a holiday falls upon a Friday or Saturday, the prior work day will be taken in lieu of the holiday; in the event a holiday falls upon a Sunday, the following workday will be taken in lieu of the holiday.

Section 12. Vacation. All regular full-time employees and full-time employees who are in their probation period will accrue vacation time as defined below. All permanent part-time employees will accrue vacation hours at one-half the rates below. Employees shall be eligible for and accrue vacation with pay according to the following conditions:

Amount of Vacation:

(a) Less than five (5) years of continuous service:

Each employee working in continuous service of less than five (5) years shall earn 80 hours of paid vacation per year.

Vacation shall be earned on a prorated basis for time worked.

(b) Five (5) or more years of continuous service:

Upon completion of the fifth year of continuous service, each employee shall receive immediate credit of forty (40) hours of paid vacation and then shall earn 120 hours of paid vacation per year.

Vacation shall be earned on a prorated basis for time worked.

(c) Eleven (11) or more years of continuous service:

Upon completion of the eleventh year of continuous service, each employee shall receive immediate credit of forty (40) hours of paid vacation and then shall earn 160 hours of paid vacation per year.

Vacation shall be earned on a prorated basis for time worked.

Use of Vacation:

- (a) Employees shall be eligible to use vacation as it is accrued.
- (b) Employees shall request use of vacation a reasonable time in advance of the proposed use of the vacation.
- (c) All requests for use of vacation must be approved by the employee's supervisor and the relevant department head.
- (d) Upon termination, employees shall be compensated for accrued unused vacation at their then current pay rate.
- (e) The City of Eastvale will not allow for accrual of vacation time in excess of 300 hours. Any and all time accrued beyond that will be paid out at the regular rate of pay. The City Manager reserves the right to allow overages in special circumstances.

Section 13. Travel Expense Allowance. All regular full-time employees, full-time employees who are in their probation period, and permanent part time employees, with prior approval by the City Manager, shall be eligible for a travel expense allowance as specified by the following:

- (a) Local Travel: Expense claims for use of private automobiles must be submitted to the City Manager. Such use will be reimbursed at the standard mileage rate for all business miles.
- (b) Out of Town Travel: If, in the judgement of the City Manager the estimated expense for contemplated travel out-of-city is too high to expect the employee to finance the trip and be reimbursed upon his return, the City Manager may

authorize advance payment of the estimated amount to the employee.

- (c) Use of personal cars for trips out of the metropolitan area may be approved by the City Manager when use of commercial transportation is not practical. Compensation is not to exceed air fare cost.
- (d) Expenses will be allowed for adequate lodging. Hotel accommodations shall be appropriate to the purpose of the trip. Expenses for meals will be reimbursed at actual cost.

Section 14. Sick Leave. All regular full-time employees and full-time employees who are in their probation period will accrue sick time as defined below. All permanent part-time employees will accrue sick hours at ½ the rates below:

- (a) Sick leave with pay shall accrue at the rate of 90 hours for each 12 months of the employee's active service, and any such leave accrued but unused in any year shall be accumulated for the employee to use in succeeding years up to a maximum accumulation of five (5) years or 450 hours. Upon termination for any cause other than retirement sick leave time is forfeited. If an employee retires from City service sick time may be converted to years of service as regulated by the PERS retirement system.
- (b) An employee eligible for sick leave with pay shall be granted such leave for the following reasons:
 - (1) Illness or physical incapacity of employee or immediate family. "Immediate family" is limited to any relative of blood or marriage who is a member of the employee's household, under the same roof; and any parent, grandparent, spouse, child, brother, sister, father-in-law, brother-in-law, mother-in-law, or sister-in-law of the employee's, regardless of residence.
 - (2) Enforced quarantine of the employee in accordance with community health regulations; or
 - (3) The death of a member of the employee's immediate family. "Immediate family" is limited to any relative of blood or marriage who is a member of the employee's household, under the same roof, and any parent, grandparent, spouse, child, brother, sister, father-in-law, brother-in-law, mother-in-law, or sister-in-law of the employee's, regardless of residence. Accrued vacation may also be used for bereavement purposes for members of the immediate family.
- (c) Any employee on sick leave shall inform their supervisor of the fact and the reasons thereof within one-half hour of the beginning of their work shift of each

sick day, unless otherwise agreed, and failure to do so may be cause for denial of sick leave with pay for the period of absence and may be cause for disciplinary action.

(d) Eligibility of sick leave shall commence when accrued.

(e) Observed holidays occurring during sick leave shall not be counted as days of sick leave.

Section 15. Leave of Absence Without Pay. The City Manager may grant leaves of absence up to one year without pay to any regular full-time employee if the circumstances of the particular case warrant such action. During all such leaves of absence the employee shall not be considered as being on active service and shall not accrue any service time calculated benefits or other benefits including vacation and sick time.

Section 16. Pregnancy.

(a) All regular full-time employees and full-time employees who are in their probation period may be granted all or any portion of accrued sick leave with pay, in accordance with the provisions of this rule, for illness or disability resulting from a pregnancy. In applying the policy regarding sick leave, any incapacity resulting from pregnancy or related complications shall be treated as a form of temporary disability.

(b) An employee may be granted a leave of absence without pay in accordance with the pertinent provisions of this section.

Section 17. Military Leave. Military leave shall be granted to any regular full-time employee or full-time employee who is in their probation period in accordance with the Military and Veteran's Code of the State of California and as amended.

Section 18. Jury Duty. Any regular full-time employee or full-time employee who is in their probation period who is required to serve as a juror or subpoenaed as a witness in any State or Federal court, or any administrative board or tribunal, shall be entitled to a leave of absence up to ten (10) working days with pay while performing services as a juror or a witness; provided that any such employee shall be required to pay over to the City any amount he receives for jury fees, exclusive of approved travel and subsistence. If court records indicate that the employee advised the court of this 10 working day limit, and the employee is nonetheless selected for a jury where the jury duty exceeds 10 working days, the excess days shall be paid by the City, if witness fees or juror fees, except mileage reimbursement are submitted to the City.

Section 19. Performance Evaluation. The purpose of the performance evaluation is to accurately assess the employee's overall job performance, and to set goals with the employee that further job knowledge and enhance skills and abilities.

All new full-time regular employees, permanent part-time employees and promoted employees will receive a comprehensive performance evaluation from their immediate supervisor approximately six months after their hire/promotion date. In conjunction with his/her evaluation, the employee may be eligible for a step increase. All new full-time regular employees, permanent part-time employees and promoted employees will again be evaluated at the end of the first year of employment/promotion. Thereafter, performance evaluations will be given annually. In the event more than one person supervises an employee, all supervisors are required to participate in the performance evaluation process.

Performance evaluations will be prepared on a City evaluation form, discussed with the employee, and placed in the employee's personnel file where it can be examined by the employee at reasonable times. An employee may receive additional performance appraisals from time to time whenever it is considered appropriate by the employee's supervisor(s).

Performance evaluations are required and necessary, and it is a supervisor's responsibility to give performance evaluations when they are due, even if a step or merit increase is not involved.

Section 20. Insurance Benefits. All regular full-time employees, permanent part-time employees covered under PERS (1/2 benefit) employees and full-time employees who are in their probation period and their dependents will be covered under the City's medical, dental, vision, life and long-term disability insurance policies, or, alternatively in a recognized cafeteria plan approved by the City Council. These benefits may be increased or decreased from time to time. The City reserves the right to change carriers and/or eliminate any type of coverage at its absolute discretion. No employee has any vested right to any type of insurance coverage or benefits.

Section 21. Retirement Benefits. All regular full-time employees, full-time employees who are in their probation period and permanent part-time employees shall be members of the Public Employees' Retirement System (PERS). "The City is a member of the California Public Employees' Retirement System (CalPERS). Eligible employees are required to participate in accordance with the rules of CalPERS. CalPERS Retirement benefits are available to all employees working at least 1,000 hours in a fiscal year. All part-time, temporary and seasonal employees, as well as any other employees not eligible for membership in CalPERS and shall be placed in the Federal Social Security Retirement System."

Section 22. Promotion. It is the policy of the City of Eastvale to promote from within the City organization whenever feasible and consistent with the City's interests. Job-flyers will be disseminated to employees informed of current openings and qualified employees are encouraged to apply. Positions may also be posted outside the organization simultaneously. The City Manager will determine the process for recruiting for each open

position.

Full-time employees interested in promotion opportunities shall follow the procedures below:

1. Employee(s) should provide a written statement of interest in the available position and submit it to the City Manager, or designee, by the position's stated closing date. The statement of interest should include appropriate documentation of related experience and qualifications.
2. The City Manager, or designee, will notify the employee(s) if he/she will be interviewed or tested for the position.
3. After successfully completing the selection process, and upon the City Manager's approval, employees will be notified of their appointment to the promoted position.

Section 23. Dual Employment; Conflict of Interest. As a public agency, the City must be particularly sensitive to real, potential, or perceived conflicts of interest. The City expects all employees to adhere to the highest ethical and professional standards. City employees are employed on the condition that employment with the City is their primary employment and that they shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible or in conflict with his/her duties, functions or responsibilities as a City employee. The purpose of this policy is to establish guidelines for City employees regarding dual employment or outside activities that may conflict with City employment.

No City employee shall lend his/her name as an employee of the City to any commercial or business enterprise. No employee shall approve or utilize the name, uniform or prestige of the City, or any City department, for any such purpose. Because of their knowledge and expertise, outside employment or other income opportunities may become available to City employees. If an employee is considering such an opportunity, he or she must fully disclose the employment opportunity to the City and to have it carefully reviewed to avoid conflict of interest. Failure to disclose potential business opportunities that create a conflict of interest is grounds for disciplinary action up to and including termination.

Employees shall notify the City Manager if they are considering the following:

1. Simultaneous employment by any other employer;
2. Participation in an outside business on their own or with others;
3. Involvement in any other outside activity where they receive compensation.

The City Manager or designee shall determine if a conflict exists. If a conflict of interest or scheduling problem exists, the City may require an employee to resign from the other

employment or outside activity.

An employee's outside employment, activity or enterprise may be prohibited if it:

1. Involves the use of City time, facilities, equipment and supplies, the badge, uniform prestige or influence of his/her City department or employment for private gain or advantage.
2. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her City employment or as a part of his/her duties as a City employee.
3. Involves the performance of an act in other than his/her capacity as a City employee which may later be subject directly or indirectly to the control, inspection, review or audit, or enforcement of any other employee to the department by which he/she is employed.
4. Involves such time demands as would render performance of his/her duties as a City employee less efficient.

Procedure for obtaining approval:

1. The employee shall request authorization of outside employment from the City Manager, or designee by completing the Authorization for Outside Employment Form prior to entering into the requested outside employment.
2. The City Manager shall authorize outside employment in accordance with this policy. In the event a request for outside employment is denied, written comments will be provided to the employee.
3. The City Manager or designee shall furnish the requesting employee a copy of the Authorization for Outside Employment indicating approval/denial and forward a copy to the employee's personnel file.

Section 24. Personnel Records.

ESTABLISHMENT

An employee's official personnel file will contain all records concerning personnel actions taken, including, but not limited to, performance evaluations, benefit enrollment forms, educational courses taken, and all employment related documents that give a complete employment history. The City Manager or designee shall keep personnel records confidential to the extent permitted by law. Personnel files may be viewed by the employee upon request. Employee medical information shall be kept in files separate from the official personnel file. Likewise, any grievances filed by an employee as well as documents

reflecting a review of such grievances shall be maintained in separate confidential files.

MAINTENANCE

Employees are required to inform the City Manager, or designee, of any changes in name, address, telephone number, marital status, family status, beneficiary, or other information on file. This ensures that Federal withholding statements, insurances and retirement records are correct. Employees may be liable for any costs incurred by the City as a result of inaccurate personnel information.

RELEASE OF INFORMATION CONCERNING CITY PERSONNEL

To ensure personnel information is appropriately and accurately disseminated, the City Manager, or designee will initially screen all personnel reference checks and employment verifications, and confidentially handle financial inquiries originating from banks, credit unions, etc. regarding current and past City employees. Responses to financial inquiries will be released only upon written employee authorization.

PROCEDURES FOR RELEASE OF INFORMATION

1. All outside inquiries and reference checks shall be in writing and shall be forwarded to the City Manager, or designee for response. The City Manager or designee may consult with the City Attorney as to the release of the requested information. All calls for reference checks should be referred to the City Manager, or designee by responding to a caller by saying "Under our policy, only the City Manager, or designee responds to calls concerning employees; I will transfer you to that office."
2. Financial information will be released only after an authorized written request has been submitted to the City Manager, or designee by the agency requesting the information, and the employee has executed a written approval to release the requested information.
3. The City Manager or designee shall comply with applicable Federal and State laws regarding release of public employee personnel and financial information and shall consult with the City Attorney whenever there are questions concerning the release of such information.

CHAPTER 2

Section 1. Employee Conduct and Discipline.

Employees in the competitive service of the City may not be suspended, demoted, dismissed, or reduced in pay for disciplinary reasons, without just cause. All other employees serve at the will of their appointing authority. For purposes of this Section, City Department Heads and contract employees are considered at – will

employees and may be subject to discipline without cause.

Discipline may be necessary when City policies are violated or City expectations are not met. The causes for disciplinary action against an employee may include, but are not limited to, the following:

Section 2. Grounds For Disciplinary Action.

1. Fraud. To secure employment by providing false documents or knowingly make false statements or significant omissions, either orally or in writing, on a City employment application or in any supporting documents.
2. Incompetence. Failure to perform some or all of the job duties.
3. Neglect of Duty. Failure to perform one or more essential duties required of the employee's position.
4. Insubordination. Willful failure to conform to a Supervisor's legitimate requests and directions.
5. Alcohol or Drug Use. Being under the influence of alcohol or controlled substances while at work, while driving a City vehicle, or consuming, selling, possessing, or manufacturing same while on City premises or while engaged in City business. "Being under the influence" is defined as having the presence of any detectable level of drugs in the body or blood alcohol greater than .02%.
6. Absence without leave.
7. Discourteous treatment of the public or City employees.
8. Improper or unauthorized use of city property.
9. Conflict of interest/employment. Outside employment not authorized by the City Manager.
10. Gifts. Acceptance of any reward, gift, or other form of remuneration, in addition to the employee's regular compensation, for the actions performed in the normal course of the employee's assigned duties.
11. Falsifying records. Falsifying City reports or records.
12. Dishonesty.
13. Violation of rules. Violation of the City's policies, ordinances, and resolutions, including the personnel policies and procedures and administrative orders.

Section 3. Procedures Governing Suspension, Disciplinary Reduction in Pay, Disciplinary Demotion AND Dismissal.

1. Notice. The City Manager, or designee, shall give the affected employee notice of the proposed disciplinary action. The notice shall include: (a) a statement of reasons for the proposed action; (b) a copy of the charges and materials upon which the proposed action is based; and (c) a description of the procedures and time frames for responding to the notice.
2. Documentation and the right to representation. The concerned employee may review the documents, materials, names of witnesses, and other evidence upon which the proposed action is based. Copies shall be provided.

The affected employee, at his/her own expense, can be represented by another person during the disciplinary procedures.

3. Right to respond. Within five working days, the affected employee has the right to respond orally, or in writing, to the City Manager, or designee, depending on the person proposing the disciplinary action.
4. Notice of disciplinary action to be taken. Upon completion of the above procedures, the City Manager, or designee, shall inform the affected employee, in writing, of the action and of the right to appeal the discipline imposed.
5. Appeal to the City Manager. An employee has the right to appeal the decision to the City Manager. The written appeal must be delivered to the City Manager within five (5) working days of the notice of disciplinary action to be taken. The appeal shall not stay the discipline.

If the employee fails to submit a timely written appeal, the disciplinary action will be final and binding. The City Manager may hear the appeal or may select an independent hearing officer. If the appeal is assigned to a hearing officer, the City Manager shall review the hearing officer's conclusions, findings, and facts prior to deciding whether or not to uphold the disciplinary action. Written notice of the City Manager's decision shall be given to the employee.

6. Appeal to the City Council or its Designee. When the City Manager is the person giving notice of final discipline pursuant to paragraph 4 above, appeal may be made to the City Council in accordance with the provisions of paragraph 5 above. The City Council may hear the appeal or designate a hearing officer to do so. In such event, the hearing officer shall make an advisory recommendation to the City Council whose decision shall be final.

Section 4. Procedures Governing Name Clearing Hearings for Employees not in the Competitive Service.

An employee not in the competitive service who is terminated under circumstances that might stigmatize his/her reputation, seriously impair his/her opportunity to earn a living, or that might seriously damage his/her standing or association in the community, may request a name clearing hearing to refute the charges and clear his/her name. If a hearing is requested, and the request is granted, the procedure for Appeal to the City Manager/City Council above shall be followed. The purpose of such a hearing is only to allow the employee an opportunity to clear his or her reputation.

Section 5. Types of Disciplinary Actions.

1. Verbal reprimand. An employee may be verbally reprimanded in private about his/her inappropriate behavior. The Supervisor shall make a brief notation regarding the date and substance of the verbal reprimand in the personnel file. If an employee's conduct does not improve, reference to the verbal reprimand will be made in a subsequent written reprimand or performance evaluation.
2. Written Reprimand. If the inappropriate behavior continues after a verbal reprimand, or if deemed warranted by the Supervisor, the employee will receive written notification indicating the City is dissatisfied with the employee's services or conduct and that further disciplinary measures may be taken if the behavior is not corrected.
3. Suspension. An employee may be suspended without pay for periods not to exceed thirty (30) working days in any one calendar year.
4. Disciplinary Reduction in Pay. An employee's pay rate within their pay range and class may be reduced for disciplinary reasons.
5. Disciplinary Demotion. An employee may be demoted from a position in one class to a position in another class having a lower maximum pay rate. The demotion may be permanent or temporary.
6. Dismissal. An employee may be dismissed from City service for disciplinary reasons.

Section 6. Records.

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's confidential personnel file.

Section 7. Automatic Resignation.

Being absent without leave, whether voluntary or involuntary, for a period longer

than four consecutive working days, is an automatic resignation from City service. The City Manager, or designee, will follow the procedures outlined in the Resignation Policy.

Chapter 3

Section 1. Resignation.

1. An employee wishing to resign is asked to submit a written notice ten working days prior to leaving. The notice should include the reasons for resignation and the effective date.
2. Prior to leaving, the City Manager, or designee, will arrange an exit interview to collect where the employee will be expected to return all City property, including keys to City facilities or work areas, and the City Employee Identification Card.
3. In the event of dismissal or layoff, the employee will be paid at the time of dismissal. For voluntary resignation, the employee's check will be issued at the last day of voluntary resignation.
4. Employees will be asked to review and sign a statement indicating receipt of their last paycheck which will include accrued comprehensive annual leave pay-off. Final payment of compensation may be withheld pending return of City property, completion of necessary paperwork and other requirements of termination.

Chapter 4

Section 1. Harassment

The City of Eastvale maintains a strict policy prohibiting discriminatory harassment in accordance with State and Federal law. This policy applies to all City employees including management personnel, applicants and persons providing services pursuant to a contract.

Section 2. Statement of Policy

It is the policy of the City of Eastvale to treat its employees and volunteers with respect and dignity, and to provide a work environment free of unlawful discrimination and harassment.

The City therefore prohibits all forms of unlawful harassment in the workplace including sexual, verbal, physical, and visual harassment based on participation in a protected group (i.e. race, color, religion, gender, sexual orientation, age, national origin, disability, veteran status or marital status). Sexually harassing conduct is that which can occur between people of the same or different genders. Conduct in violation of this policy is considered an illegal employment discrimination practice when:

1. Such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting an individual;
3. Such conduct is sufficiently severe or pervasive as to create a discriminatory, hostile or offensive work environment based on an employee's race, color, religion, gender, sexual orientation, age, national origin, disability, veteran status or marital status; **OR**
4. Such conduct is sufficiently severe or pervasive to alter the conditions of employment.

Management Employees, regular full-time City employees and contract employees or volunteers who permit or engage in such harassment or fail to take appropriate steps to report or investigate such conduct may be subject to prompt and appropriate disciplinary action up to and including dismissal or termination of services.

Section 3. Sexual Harassment.

Sexual harassment is the deliberate or repeated behavior of a sexual nature that is unwelcome. As defined by the Fair Employment and Housing Commission, sexual harassment is unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior, and includes gender-based harassment of a person of the same sex as the harasser.

It is also important to note that consensual relationships that end or change are not a bar to filing a claim of sexual harassment.

The following is a partial list of conduct that could be considered sexual harassment:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Visual conduct, such as leering, making sexual gestures, displaying of sexually suggesting objects or pictures, cartoons, or posters;
5. Verbal conduct, such as making or using derogatory comments, epithets, slurs, jokes and suggestions about another employee's gender or sexuality;
6. Verbal sexual advances or propositions;

7. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
8. Physical conduct, such as touching, assault, impeding, or blocking movements.

Section 4. Procedure.

1. Any acts of sexual discrimination or harassment shall be reported immediately to the employee's Department Head, City Manager, or other designated responsible party, who will then investigate complaints or cause an investigation to be conducted in a confidential and timely manner. Any individuals who have knowledge of conduct or information regarding the matter shall be interviewed.
2. In reaching a decision about the complaint, the investigator may take into account:
 - a. Statements made by complainant, witnesses or others who may provide information;
 - b. Details and consistency of each person's account;
 - c. Evidence of how the complainant reacted to the incident;
 - d. Evidence of past instances of harassment by the accused;
 - e. Evidence of past harassment complaints found to be untrue.
3. The City Manager, or designee, shall take prompt corrective action to eliminate any unlawful harassing behavior to address the effects on the person subjected to the harassment and to prevent any further instances of harassment. This may consist of disciplinary action up to, and including, dismissal or termination of employment services, training or other remedial actions. Notice of such corrective action shall be provided to the complainant. No retaliatory behavior of any kind shall be tolerated and this may result in separate disciplinary action. If no illegal harassment is found, no corrective action will be taken.
4. Each Department Head or designee is responsible for setting a positive example of appropriate behavior in the work place and for ensuring a work environment free of unlawful harassment.

Section 5. Enforcement of Laws Against Harassment.

Employees, or job applicants, who believe they have been unlawfully harassed may, within one year of the act of harassment, file a complaint of discrimination with the Department of Fair Employment and Housing (DFEH). The DFEH serves as a fact-finder and attempts to assist employers and employees to voluntarily resolve unlawful harassment disputes.

For more information regarding employee rights and remedies related to unlawful harassment:

Reference:

Government Code Section 12900-12940 et. Seq. Fair Employment and Housing Act

Chapter 5

Section 1. Drug and Alcohol-Free Workplace.

The purpose of this policy is to provide guidelines for all employees regarding alcohol and drug use at the workplace. The City of Eastvale intends to provide a working environment that is safe and free from drugs and alcohol. Therefore, the City prohibits the unauthorized or unlawful use or manufacture of alcohol or drugs on City premises.

Additionally, employees are expected to be in suitable mental and physical condition to perform their job satisfactorily and behave appropriately. Should the use of alcohol or other drugs interfere with job performance, employees may be offered rehabilitative assistance. However, prolonged failure to meet satisfactory levels of job performance could result in disciplinary action up to, and including, dismissal.

Section 2. Statement of Policy.

The possession, transfer, sale, manufacture, or use of alcohol or other drugs, legal or illegal, is prohibited while on City premises or during work hours or breaks. This includes all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, and all other controlled substances. Additionally, the unlawful manufacture of a controlled substance is prohibited in the workplace.

City employees are also prohibited from being under the influence, or having a detectable level, of alcohol or controlled substances in their systems during working hours (including lunch hours and breaks), while on City premises at any time, and/or while driving a City vehicle at any time. Employees taking prescription or over-the-counter drugs that may affect job performance or behavior are encouraged to inform their supervisor that they are taking medications.

Section 3. Procedure.

When an employee's supervisor and a second employee or supervisor have reasonable suspicion to believe an employee may be under the influence of alcohol or a controlled substance, that employee may be given a medical evaluation by a City-designated medical clinic on City time and at City expense. This medical evaluation will be conducted to determine if alcohol or drugs are in the employee's system.

Reasonable suspicion may be justified by one or a combination of the following indicators:

Bloodshot or watery eyes
Alcohol on the breath
Inability to walk a straight line
Possession of drugs or alcohol
Confusion/difficulty in concentration

Slurred speech
Physical and/or verbal altercation
An accident involving City property
Frequent absenteeism
Noticeable change in behavior

The following steps establish a procedure to facilitate the medical evaluation process:

Step 1 The Department Manager will meet with the City Manager, or designee, to discuss the employee's behavior. At that time, it will be determined if the employee should be tested for drugs. The City Manager, or designee, will arrange for an immediate appointment with a medical facility to conduct the test, unless the employee admits to being under the influence of alcohol or controlled substance.

An employee's refusal to submit immediately to an alcohol or drug analysis when requested by management may constitute insubordination, and may be grounds for disciplinary action up to, and including, dismissal. All employees are required to consent to controlled substance and alcohol testing and/or inspection pursuant to this policy as a condition of continued employment.

Step 2 The City will immediately provide transportation for the employee to the medical facility and wait for the tests to be completed. The type of testing required will be determined by the physician.

Step 3 After being tested, the employee will be transported home, or in appropriate situations, to the hospital. The employee will continue receiving pay during this time and disciplinary action will not be administered unless the test results show the presence of alcohol or drugs. Information obtained through this testing will be treated with strict confidentiality.

Step 4 If alcohol or drugs are found in the employee's body, the City Manager, or designee, shall meet with the employee and explain the proposed disciplinary action. The employee shall be encouraged to seek professional assistance.

If an employee is convicted of criminal drug activity, the employee must notify the City Manager, or designee, of the conviction in writing within five calendar days after the conviction.

Section 4. Documentation.

Records relating to job performance, attendance, and behavior shall be maintained in the

employee's personnel file. Only the behavior associated with alcohol or drugs should be documented and placed in the employee's personnel file. All tests shall be maintained, along with the employee's medical records, in a confidential medical file separate from the personnel records.

Section 5. Follow-Up.

If the employee's drug test results are confirmed positive, the following steps shall occur:

1. The City Manager, or designee, the Department Manager and the City Attorney will determine the most suitable disciplinary action.
2. The employee will also be assisted in locating an appropriate treatment or counseling program if the employee is not already enrolled in such a program. Although the employee will be offered a reasonable opportunity for rehabilitation, continued employment with the City will be dependent upon the nature and frequency of the alcohol or controlled substance usage and other factors deemed relevant by the City.

Should the results of the alcohol or drug test be negative, the employee may return to the workplace and perform regular job duties, and no further action will be taken on the incident that gave rise to the reasonable suspicion.

Chapter 6

Section 1. Other Definitions.

Appointing Authority	The City Manager, or designee, who has the final authority to appoint a person to a position of employment.
Business Related Gifts	Anything of value, whether tangible or intangible, for which equal or greater value is not provided in return.
Competitive Service	All employees hired through competitive procedures set forth in the Recruitment Policy. Exceptions are those positions excluded from the Competitive Service and those persons hired to meet immediate requirements of an emergency condition.

Drugs and Controlled Substances	All forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, and substances recognized as drugs in the official United States Pharmacopoeia and any supplement thereof.
Exempt Employee	An employee who is exempt from the overtime payment provisions of FLSA
Fair Labor Standards Act (FLSA)	The Federal Law which guarantees non-exempt employees time and one-half pay for working overtime.
Immediate Family	Any relative of blood or marriage who is a member of the employee's household, under the same roof, any parent, grandparent, spouse, domestic partner, child, brother, sister, father-in-law, brother-in-law, sister-in-law, mother-in-law or sister-in-law regardless of residence
Non-Exempt Employee	An employee who is covered by the overtime provisions of FLSA.
Probationary Employee	A regular full-time, permanent part-time or promoted non-management employee who is serving his or her probationary period.
Probation Period	A working test period in which an employee is required to demonstrate his or her fitness for the position assigned. The probationary period is considered to be an integral part of the examination, recruiting, testing, and selection process.

Volunteer	An individual who accepts an unpaid position with the City to perform specific tasks. A volunteer can be released at any time and for any reason without the right of appeal.
Supervisor	An individual who provides first line management work monitors and regulates employees in their performance or assigned or delegated tasks.
Working Hours	Normal working hours are from 7:30 a.m. to 5:30p.m., Monday through Thursday.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: ADMINISTRATIVE POLICY REGARDING USE OF CITY VEHICLES

RECOMMENDATION: APPROVE ADMINISTRATIVE POLICY REGARDING USE OF CITY VEHICLES

BACKGROUND:

At the City Council meeting of April 24, 2013 City Council requested staff to prepare for Council consideration a policy on the use of City vehicles.

DISCUSSION:

The City currently owns three vehicles. Two of the vehicles are used for code enforcement staff on a daily basis. The third vehicle is a Honda CNG vehicle that can be used by Council, Commissioners or staff to conduct City business. The proposed policy defines who is authorized to use City vehicles, for what purpose, insurance requirements, accident reporting, mileage reimbursements, and policies for use of private vehicles for City use.

This policy memorializes and strengthens the existing practice conducted within the City of Eastvale.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Use of City Vehicles Policy

CITY OF EASTVALE Administrative Policy	Policy No.:
Subject USE OF CITY VEHICLES	Effective Date: 5/22/13
	Page 1 of 5

Purpose.

To establish rules and regulations for the use of City vehicles for official City business.

Applicability.

This policy will be applied to all City Council Members, Commissioners, employees and City contractors ("City Officials") utilizing City vehicles.

Process and Procedures.

The following provisions shall apply to use of any motor vehicle for City business:

- a. The City shall maintain safe, reliable and economical transportation as required for City Officials to conduct City business.
- b. No City Official, under any circumstances will operate a City vehicle on a public roadway without being in possession of a valid California Driver's License. It shall be the Personnel Department's responsibility to verify the current status of the California Driver's License on each potential driver of a City vehicle.
- c. City vehicles shall only be used for City-related business unless otherwise authorized by the City Manager in writing.
- d. Each City Official who is assigned a City vehicle is responsible for that vehicle being maintained in a clean condition and ensures that routine maintenance and safety checks on that vehicle are conducted in a timely fashion.
- e. Costs of repairing damage to City vehicles resulting from willful misconduct or gross negligence by the Official having custody of the vehicle at the time of the damage may be recoverable from the Official at the option of the City.
- f. Damage sustained to a personal vehicle while being used for City business shall be the responsibility of the Official/owner.
- g. Any citation or arrests while operating a City vehicle or a personal vehicle on City business are the personal responsibility of the Official. The Official will not attend court appearances, traffic school or resulting DMV appointments on City time for such citations and arrests and must arrange such appearances by taking appropriate time off. Any judgment of acquittal or guilt sentence handed down by the court will be satisfied by the Official alone. All fines and court costs, to include subpoena of witnesses and/or attorney fees, if any, are also at the sole cost of the Official, unless it is the direct result of negligence by the City in furnishing a vehicle designed for, but not properly equipped or negligently maintained for, use of a public roadway.

CITY OF EASTVALE Administrative Policy	Policy No.:
Subject USE OF CITY VEHICLES	Effective Date: 5/22/13
	Page 2 of 5

- h. Any City Official who receives a citation while operating a City vehicle or a personal vehicle while on City business shall report same incident immediately to the City Manager.
- i. The operator of any vehicle used on City business shall ensure that seat belts are available for and used by all passengers in the vehicle.
- j. Officials shall not, under any circumstances, operate a City vehicle or a personal vehicle on City business when any physical or mental impairment causes the Official to be unable to drive safely.
- k. Officials shall not smoke cigars, cigarettes or use any other tobacco product while operating a City vehicle.

City Pool Vehicles

The City maintains a small motor pool of City vehicles for temporary use. Use of pool vehicles shall be subject to the following provisions:

- a. A request for extended use of a pool car (five working days or longer) must be approved by the City Manager.
- b. Use of a pool vehicle may be granted to a City Official with approval of the City Manager or his or her designee, to attend a business-related activity during regular business hours or after regular working hours.
- c. Each person using a pool city vehicle is required to log day, time, mileage and purpose of trip in the log provided in the vehicle.
- d. Officials using a City vehicle shall return the vehicle with a full tank of gas.

Appropriate Usage of City Vehicles

Use of a City vehicle by any City Official shall be subject to the following:

- a. City owned vehicle shall not be used to transport any passengers other than authorized City Officials on official City business or persons directly related to the official City business being conducted (i.e. speakers, consultants, contractors, other conference attendees, etc.) with the following exceptions:
- b. Transportation of person or persons in the event of an accident or other emergency;

CITY OF EASTVALE Administrative Policy	Policy No.:
Subject USE OF CITY VEHICLES	Effective Date: 5/22/13
	Page 3 of 5

- c. Exceptions to these usage criteria may be granted by City Manager as appropriate and required.

Personal Use of City Vehicle

No City Official shall use any City vehicle for personal use.

Use & Reimbursement of Personal Vehicles

Use of Personal Vehicles

- a. All City Officials utilizing a personal vehicle for City business shall be familiar with and shall comply with the provisions listed under PROCESS AND PROCEDURES and with all other requirements of this policy.
- b. Registration and insurance requirements for personal vehicles used for City business shall be the sole responsibility of the owner and operator. Any personal vehicle used by a City Official for the City business shall have current vehicle registration.

Reimbursement for Use of Personal Vehicle

Reimbursement for the use of personal vehicles for City business shall be provided in accordance with the following categories.

- a. Official Mileage Reimbursement

Officials who must operate their personal vehicle while performing City business shall be reimbursed for such use at the current rate established by the Internal Revenue Services (IRS).

Reporting Requirements for Mileage Reimbursement

Officials receiving reimbursement for mileage driven on City business shall submit an Expense Reimbursement form to the Finance Department. No reimbursement shall be made without adequate justification including the date driven, destination from and to, and reason for the trip and total miles driven for each trip.

An Official who pays for fuel while operating their personal vehicle on City business may add that amount based on mileage driven on the reimbursement request form.

CITY OF EASTVALE Administrative Policy	Policy No.:
Subject USE OF CITY VEHICLES	Effective Date: 5/22/13
	Page 4 of 5

Incidental Expenses

Officials shall be reimbursed for parking, toll fees and similar incidental expenses incurred while traveling on City business. This shall be in addition to any mileage reimbursement or monthly vehicle allowances.

Collision Reporting Requirements

1. Reporting Requirements

The driver involved in an accident with a City vehicle must complete a Vehicle Property Loss Report. The driver must also notify the City Manager or designee immediately. The police should be called to the scene and a police report taken when damage to another vehicle, damage to the City vehicle, private or City property is damaged or injury is involved.

If the traffic collision involving a City vehicle occurs in a jurisdiction outside the City of Eastvale which refuses to take an accident report, a counter traffic collision report should be obtained at the earliest convenience at the Riverside County Sheriff Police Department.

The City Manager or designee should forward the vehicle accident report to Risk Management with 24 hours of the occurrence. If substantial damage or injury occurs, Risk Management should be contacted immediately.

Risk Management will provide copies of accident reports to Personnel for follow-up with the City Manager. In case of City employees, Personnel will assist the departments to assure that any discipline or remedial action taken as a result of the accident is consistent with City policy. It will be the department's responsibility to process any personnel action. Copies of disciplinary documents shall be forwarded to Personnel for filing in the employee's personnel file.

License & Insurance Requirements

1. License Requirements

Any City Official operating a motor vehicle on City business shall have in their possession a valid California Driver's License of the proper class for the vehicle being operated as required and defined by the California Vehicle Code.

CITY OF EASTVALE Administrative Policy	Policy No.:
Subject USE OF CITY VEHICLES	Effective Date: 5/22/13
	Page 5 of 5

2. Insurance Requirements

Any City Official operating a private vehicle for City business must present proof of minimum insurance as required by the State of California annually to the City of Eastvale. Reimbursement of expenses, as provided for in this policy, may be withheld if an Official fails to provide initial or annual proof of insurance.

Use of Rental Vehicles

1. Use of Rental Vehicles

Whenever possible and absent compelling reasons for doing otherwise, Officials shall use the most economical and appropriate mode of transportation available when conducting City business. Officials needing to travel out of town for City business shall evaluate the total cost of alternative modes of transportation and choose the one that is the most efficient, effective and appropriate. All other things being equal, the alternative with the lowest cost shall be chosen.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: CONTRACT EXTENSION FOR NATIONWIDE COST RECOVERY SERVICES

RECOMMENDATION: APPROVE CONTRACT EXTENSION FOR NATIONWIDE COST RECOVERY FOR IMPLEMENTATION OF THE CITY'S FORECLOSURE PROGRAM FOR ONE YEAR WITH A POSSIBLE TWO YEAR EXTENSION

BACKGROUND:

In April 2012, the City Council approved a contract with Nationwide Cost Recovery to implement a registration of residential property in foreclosure program. The purpose of this program is to ensure that although a property may be in default or foreclosure that property standards remain in compliance with the City's Neighborhood Preservation Zone.

Although the contract was awarded in April of 2012, the Ordinance and Fee schedules were not adopted by the City Council until March of 2013. Effectively, Nationwide could not begin to implement the program until April of 2013 when the ordinance became effective.

DISCUSSION:

Since the effective date of the Ordinance, Nationwide has collected over \$25,000 on 51 properties. The fees collected are from the banks that own the property. Nationwide is working cooperatively with Code Enforcement and Finance staff to ensure that this program is working to keep Eastvale neighborhoods

Due to the timing of implementing the City ordinance and fee schedule, it is recommended that Nationwide Cost Recovery's contract be extended for one year with a possible two year extension should the work performed by the consultant be acceptable to the City.

FISCAL IMPACT:

This program is self-supporting. The fees collected pay for program implementation and City staff time.

ATTACHMENTS:

1. Professional Services Agreement – Nationwide Cost Recovery

Prepared by: Carol Jacobs, City Manager

Reviewed by: John Cavanaugh, City Attorney

PROFESSIONAL SERVICES AGREEMENT

(Foreclosed Residential Property Registration Program Services)

THIS AGREEMENT, is made and effective as of _____, 2013, between the City of Eastvale, a municipal corporation (“City”) and Nationwide Cost Recovery Services (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT

This agreement shall commence on _____, 2013 and shall remain and continue in effect until terminated by the parties as set out in Section 18 below. Such term may be extended upon written agreement of both parties to this AGREEMENT for two additional years.

SECTION 2. SCOPE OF SERVICES

CONSULTANT shall perform the scope of services described and set forth in Exhibit “A”, attached hereto and incorporated herein as though set forth in full. In the event of a conflict, the requirements of this AGREEMENT shall take precedence over those contained in Exhibit “A”.

SECTION 3. ADDITIONAL SERVICES

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in the AGREEMENT or listed in EXHIBIT “A” “SCOPE OF SERVICES”, unless such additional services are authorized in advance and in writing by the Council or City Manager in coordination with the Council of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

- (a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT “A”.

- (b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. 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 CONSULTANT for correction and resubmission within thirty (30) days of receipt of an invoice with any disputed fees set forth on the invoice.
- (c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.
- (d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.
- (e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT'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 CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS

All original studies, assessments, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any 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 CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the

necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS

- (a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books or account, invoices, vouchers, cancelled 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 CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three 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.
- (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 written 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 CONSULTANT'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 CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT

- (a) CONSULTANT is and shall be at all times a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT 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 expressly conferred in writing by CITY.

- (b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officer, employees or agents are in any manner officials, officer, employees or agents of CITY.
- (c) Neither CONSULTANT, nor any of CONSULTANT'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. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE

CONSULTANT 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. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulation and rules in effect during the term of this AGREEMENT. CONSULTANT 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 CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION

CONSULTANT 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 12. CONFLICTS OF INTEREST

- (a) CONSULTANT 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 CONSULTANT's performance of services under this AGREEMENT. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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. CONSULTANT 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.

SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

- (a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT 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) CONSULTANT, 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 CONSULTANT gives CITY notice of such court order or subpoena.

- (c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimburse and indemnify from CONSULTANT for any damages, cost and fees, including attorney’s fees, caused by or incurred as a result of CONSULTANT’s conduct.

- (d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officer, 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 rights, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 14. INDEMNIFICATION

- (a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, “INDEMNITEES”) shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements (collectively “CLAIMS”), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT’s performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

- (b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES

as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

- (c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 15. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached to and part of this AGREEMENT.

SECTION 16. ASSIGNMENT

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. 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 summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 17. CONTINUITY OF PERSONNEL

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this agreement, prior to any such performance.

SECTION 18. 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 CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- (b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.
- (c) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.
- (d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT, shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 19. DEFAULT

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 20. 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 work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 21. NOTICES

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

TO CITY: City of Eastvale
12363 Limonite Ave. Suite 910
Eastvale, CA 91752
Attention: City Manager

TO CONSULTANT: Nationwide Cost Recovery Services
Attn: Neftali Cortez
947 Longview Drive
Diamond Bar, CA 91765

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

SECTION 22. AUTHORITY TO EXECUTE

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

The Council has authorized the undersigned to execute this AGREEMENT.

SECTION 23. BINDING EFFECT

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 24. MODIFICATION OF AGREEMENT

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 25. 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 of violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 26. 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.

SECTION 27. 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, cost and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT

This AGREEMENT, including the attached EXHIBIT "A" 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 CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendments to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY

If a 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 be read and construed without the invalid, void or unenforceable provision(s).

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

CITY OF EASTVALE:

CONSULTANT:

By: _____
Ike Bootsma, Mayor

By: _____

ATTEST:

Ariel M. Hall, Assistant City Clerk

APPROVED AS TO FORM:

John Cavanaugh, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any⁷ insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (any auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omission of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant.

Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is cancelled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems

necessary to protect its interests under this or any other agreement and to pay the premium. The premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and other engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review option with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking steps that can be deemed in furtherance of or towards performance of this Agreement.
14. Consultant acknowledged and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City, nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same amount of coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that not contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

EXHIBIT "A"
[SCOPE OF WORK]

Foreclosed Property Registration Program
Implementation and Oversight
Express Letter of Interest

May 14, 2013

Carol Jacobs
City Manager
City of Eastvale
12363 Limonite Ave, Suite 910
Eastvale, Ca 91752

Submitted by:

Neftali Cortez
DRE Lic. # 00560181
Nationwide Cost Recovery Services
947 Longview Dr,
Diamond Bar, Ca 91765

Elias S. Cortez
Nationwide Cost Recovery Services
2464 Turquoise Ave
Chino Hills, Ca 91709

Services: Neftali Cortez and Elias S Cortez agree to provide Real Estate Owned (REO) and Distressed Property Oversight Services to the City of Eastvale through the administration of the Property in Foreclosure Registration Program, subject to the terms and conditions of this Agreement. Said services' objectives are to minimize neighborhood blight by indentifying properties that are in distress and have entered the foreclosure process, and to proactively address the issues inherent in foreclosure property which negatively impact quality of life of the residents in the vicinity of homes in foreclosure.

Neftali Cortez is a licensed Real Estate Broker, California Department of Real Estate license # 00560181. Mr. Cortez has worked fulltime in the Real Estate Brokerage and Financing Industries since being first licensed as a Broker in 1984. Mr. Cortez has over 16 years experience managing and selling REO properties. The last three years have seen a tremendous increase of foreclosure sales, and Mr. Cortez has personally

handled over 200 transactions, being located at the epicenter of the foreclosure activity in Southern California. The area of coverage has included communities in Los Angeles, Orange, San Bernardino, and Riverside Counties.

Elias S Cortez is currently the President and C.I.O of GrnTeck, Inc. Elias served as the State of California's Chief Information Officer from 1999-2003. Prior to his service at the state level, he served as the Chief Information Officer for the County of San Bernardino from 1997-1999. Mr. Cortez also served as a Director of Information Technology for Los Angeles Unified School District from 1992-1997. Elias attended USC School of Architecture from 1976-1981, and after graduation worked at Parsons Engineering.

Extensive specialized Certification training in the REO (Real Estate Owned-Bank Owned) and the Distressed Property and Short Sales facet of the Real Estate field qualifies Mr. Cortez to provide this management oversight and program implementation initiatives. Mr. Cortez is very familiar with the local real estate values and market trends, having covered the Southern California real estate market since being first licensed as a real estate salesman in May 1976. Currently, Mr. Cortez manages and sells foreclosed properties for Bank of America and Wells Fargo as a Preferred Real Estate Broker. Mr. Cortez has also served as the founding President and Chairman of the Board of the Regional Chamber of Commerce-San Gabriel Valley, and continues to serve on the Government Affairs Committee.

The City hereby acknowledges that the Consultant is a real estate broker who is licensed to do business in the State of California, and the City further acknowledges and consents to the performance by the Consultant of customary real estate professional broker services involving third party clients and lands which may be located in the City of Eastvale; provided however that for as long as the Agreement is in effect, the Consultant shall not participate in any real estate professional broker services or claim a real estate broker commission which is payable to the Consultant by either the City or a third party involving any parcel of land or property which is subject to the foreclosed property registration program provisions of the City of Eastvale without first obtaining approval from the City.

Notwithstanding the provisions of section above, the City may hereafter request the Consultant to provide real estate professional consulting services to the City on a non-exclusive basis for which a real estate broker commission may be payable to the Consultant, in connection with the acquisition or disposition of real property by the City, including property which is subject to registration with the City under the City of Eastvale foreclosed property registration program. Each such request for professional real estate broker services shall be evidenced by a separate written real estate broker listing agreement by and between the Consultant and the City, which shall include terms which each party may accept or reject in its sole discretion.

Scope of Work :

Consultant shall Administrate and carry out the implementation of a Foreclosed Property Registration Program for the City of Eastvale, California. The Consultant shall implement a program to Identify and Notify Beneficiaries of Trust Deeds which have caused a Notice of Default to be recorded on a property within the City of Eastvale. The Consultant shall utilize their technology and expertise gained in the past 30 years in the Industry to increase Compliance with the City of Eastvale's Foreclosed Property Registration Ordinance.

Scope of Implementaion Services

1. There are currently 9 Properties that have become Bank Owned in the City of Eastvale within the previous 120 days which must be baselined into the program. There have been 57 properties that have become Bank Owned in the City of Eastvale in the previous 12 month period.
 - a. The baseline will include the completion of a Determination of Occupancy Inspection Report and a Property Condition report per property. The objective of this program is to provide an immediate impact on the maintenance of the property by the foreclosing lender, code compliance, and pre-registration of the REO (Real Estate Owned) properties.
 - b. Consistent Documentation to enhance the City's ability to recover the fees and penalties for non-compliance with the City Foreclosed Property Registration ordinance. The proper implementation of this program will assist to effectively notify and urge foreclosed property owner(s) to expedite maintenance and proper securing of the property for the safety of the community.

2. Initial Baseline Property Inspection of Preforeclosure and Trustee Sale or Auction status. The baseline will include the completion of an Occupancy Inspection Report and a Property Condition report per property upon receipt of a completed Foreclosed Property Registration application and fee. There are currently 73 properties having had a Notice of Default filed in the last 120 days within the City of Eastvale, and a total of 394 Notice of Defaults filed in the previous 12 month period. There are currently 69 properties that have had a Notice of Trustee's Sale filed within the last 120 days, within the City of Eastvale.

Determination of condition of property

- a. Document condition of properties per "curb" inspection noting condition of the lawn, debris, broken windows/doors, graffiti, and presence of persona property.

- b. Submit report regarding vandalism via e-mail and/or if available, the City's online reporting system or secure incident management system.
3. Daily tracking of properties that have entered the foreclosure process with the initial Notice of Default filed at the Office of the County Recorder shall be conducted as part of the process. This will enable the City of Eastvale to reach constituents in distress, identify specific unsafe and dangerous vacant properties that present health and safety risks, and contact the responsible lenders and institutions so as to inform them of the City ordinance requiring registration of vacant REO properties. This will also enhance the City's program of property Code Compliance.
 - a. Continue to perform a search of foreclosures in the City daily.
 - b. Search for change in Status of property in Foreclosure.
 - c. Check Auction Schedule and report daily change of status to Bank Owned for proposed action at the discretion of the City.
4. Updated Property Detail Report

Validate contact information of existing lender of record by contacting via telephone the trustee and/or the mortgage servicer. Provide updated contact information to the City.

5. Process and Procedures
 - a. Implement process and procedures and provide oversight for preparation of correspondence on all properties that are on the foreclosure track in the City of Eastvale. Maintain an updated profile on those Beneficiaries that have not registered.
 - b. Implement the methodology for checking the Foreclosure status of all properties beyond the initial filing of the Notice of Default.
 - c. Implement procedures and processes to call all Beneficiaries that have not registered with the City of Eastvale and open dialogue on payment of fees and fines that are outstanding. Provide oversight to the implementation and performance of said procedures.
 - d. Implement procedures and processes for placing Cost Recovery calls to Trustees in order to open dialogue on the fees that are outstanding on unregistered properties in the Eastvale. Perform training and skills transfer sessions with appropriate City staff and develop and provide documentation for the processes and procedures of the program.
6. Create and implement a module for revenue recovery of the outstanding registrations, fees, and penalties.
 - a. Provide Program development, management and oversight as well as implementation of cost recovery methodologies to enhance compliance with the Registration Ordinance, and to recover the cost of implementation of the program.

Compensation Agreement: The Consultant shall be paid 50% of collected amounts obtained from the collected registration fees and penalties under the Foreclosed Property Registration Program. Said fees and penalties shall be payable to consultant within 30 days of receipt by the City of said Invoice provided by the consultant. This agreement shall continue for a one year period, renewable annually by mutual agreement. Upon the Receipt by the City of a total of \$120,000.00 under the program, the share of the fees collected shall adjust to 40% payable to the Consultant, and the City to retain 60% on the basis of fees collected on a monthly basis. The City of Eastvale shall pay to Consultants Neftali Cortez and Elias S Cortez of Nationwide Cost Recovery Services on a net 30 day period.

Respectfully Submitted,

Signature: _____

Neftali Cortez, Broker CA DRE # 00650181

Date _____

Signature: _____

Elias S Cortez

Date: _____

Signature: _____

City Manager: Carol Jacobs

City of Eastvale

Date: _____



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELE NISSEN, PUBLIC INFORMATION OFFICER

**SUBJECT: RECYCLING MARKET DEVELOPMENT ZONE
REDESIGNATION**

RECOMMENDATION: ADOPT RESOLUTION NO. 13-18 TO INCLUDE THE CITY OF EASTVALE IN THE COUNTY-WIDE RECYCLING MARKET DEVELOPMENT ZONE (RMDZ).

BACKGROUND:

California Department of Resources Recycling and Recovery (CalRecycle) administers the Recycling Market Development Zone (RMDZ) to encourage California-based recycling businesses to site new manufacturing facilities and expand existing operations.

Riverside County currently has one RMDZ that encompasses the cities of Moreno Valley, Perris, Hemet, San Jacinto, Cathedral City, Indio, Coachella, and Blythe along with the unincorporated former redevelopment projects areas of East Blythe, Blythe Airport, Cabazon, Thermal, Garnet, Thousand Palms, Mead Valley and Romoland. The City of Eastvale was not part of the original RMDZ. The current Riverside County RMDZ has been in existence for 20 years, since 1993 and is renewed in 10 year increments. The current zone expires on August 25, 2013 and CalRecycle has encouraged Riverside County to seek a new ten-year zone designation of the RMDZ and expand its boundaries to include the all of Riverside County.

On April 23rd, the Board of Supervisors authorized the Economic Development Agency to prepare an application to submit to the CalRecycle to re-designate the entire county as a Recycling Market Development Zone (RMDZ). The goal is to designate the entire Riverside County boundary as an RMDZ including all 28 cities.

DISCUSSION:

In order to participate in the RMDZ, CalRecycle requires each city to adopt a resolution of support (in its current form) which must be included with the County's application. CalRecycle has asked us to keep the resolution language exactly as provided. If a city modifies any other

language in the resolution without prior approval by CalRecycle, it could cause the county's application to be rejected and/or delay the submittal of the entire application.

The principal benefit for businesses and non-profit organizations located within the RMDZ is a loan program for manufacturers of products using materials that would normally end up at the landfill. This program provides low-interest loans funding a maximum of 75% of costs up to a maximum of \$2 million for the purchase of equipment and other relevant business costs. The intent of the RMDZ loan program is to help California manufacturers increase their processing capabilities and create additional markets for recycled-content products.

Supporting the RMDZ means supporting recycling and "green" waste diversion practices in addition to providing a valuable financing incentive for recycling-based businesses. It's important to note that there is NO COST to participate in the program. As part of the application process, CalRecycle has requested that CEQA analysis be completed by the lead agency. Riverside County is the lead agency and will be responsible for completing and submitting a Negative Declaration.

There isn't an annual funding amount per zone or city. All the funding that is available comes from CalRecycle's loan fund which varies from year to year based on their budget.

The RMDZ designation does not require the City to accept certain types of recycling uses. All land use and permitting activities are not affected.

Riverside County EDA would like the City of Eastvale to adopt a resolution of support and provide a copy to the county EDA no later than **Friday, June 28, 2013**.

FISCAL IMPACT:

Unknown at this time. This program could be used as an incentive for the City's Economic Development purposes by providing a valuable financing tool for prospective recycling-based businesses and non-profit organizations.

ATTACHMENTS:

1. Riverside County EDA RMDZ Frequently Asked Questions sheet
2. Riverside County Board of Supervisors Authorization to Apply for Re-designation of the RMDZ
3. Resolution No. 13-18

Prepared by: Michele Nissen, Public Information Officer
Reviewed by: City Manager, Carol Jacobs
City Attorney, John Cavanaugh



RIVERSIDE COUNTY RECYCLING MARKET DEVELOPMENT ZONE 2013 Redesignation Application for Countywide Zone *Frequently Asked Questions*

What is a Recycling Market Development Zone?

The California Department of Resources Recycling and Recovery (CalRecycle) designated portions of Riverside County as a Recycling Market Development Zone (RMDZ) in order help divert waste from our landfills and stimulate the manufacturing of new, recycled products.

What are the benefits of being in an RMDZ?

- **Low-interest loans to manufacturers who make recycled products**
- **Support “green” recycling jobs and manufacturing in Riverside County**
- **Reduce waste going to our landfills**

Why are we seeking redesignation of the RMDZ?

The RMDZ designation expires August 25, 2013 and in order to maintain the benefits, the County has to reapply to CalRecycle. Additionally, the County desires expand the zone boundaries to include the entire county in order to make the program benefits available countywide.

What portions of the County are currently in the RMDZ?

The following cities are part of the RMDZ:

- Moreno Valley
- Perris
- San Jacinto
- Hemet
- Cathedral City
- Indio
- Coachella
- Blythe

What are the incentives available in an RMDZ?

The **RMDZ Loan Program** provides low-interest loans to private businesses and not-for-profit organizations to increase diversion of non-hazardous solid waste from California landfills and to promote market demand for secondary and postconsumer materials.

The program can fund a maximum of **75%** of costs directly attributed to an eligible project up to a maximum of **\$2,000,000** whichever is less.

Businesses and non-profit organizations can use the funds for:

- Machinery and equipment

- Working capital
- Real estate purchase and improvements
- Refinancing of onerous debt that results in increased diversion, and

In addition to the loan program, CalRecycle provides the following Technical Assistance to businesses:

- Locating manufacturing materials (feedstock)
- Finding markets for products
- Providing current market conditions/trends
- Evaluating technology and equipment
- Providing geographical data on demographics, waste streams, and economics
- Free product marketing through RecycleStore , an online site that links buyers in direct contact with recycling-based manufacturers

What would the program cost your city?

There is **NO COST** to participate in the program. There is no effect on local autonomy and the opportunity is free of cost. The zone designation simply allows you to offer businesses in your jurisdiction access to the benefits of the **CalRecycle** program.

Does being in the RMDZ require my city to accept certain types of recycling uses?

The RMDZ designation **does not** ask or require your city to accept any uses in any manner at all. All land use and permitting activities are not affected by participation in this zone.

How can your City be a part of the new RMDZ?

It's simple!! What we would ask your city to do is adopt a resolution supporting the new countywide RMDZ. We will provide a template for you that you can present to your City Council.

**For more information please call Rob Moran at 951.955.6673 or email rmoran@rivcoeda.org
Riverside County Economic Development Agency**

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

137



FROM: Economic Development Agency

SUBMITTAL DATE:
April 18, 2013

SUBJECT: Application for Redesignation of Riverside County as a Recycling Market Development Zone

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Assistant County Executive Officer/EDA, or designee, to begin the application process to the California Department of Resources Recycling and Recovery (CalRecycle) to redesignate Riverside County as a Recycling Market Development Zone (RMDZ).
2. Authorize the Assistant County Executive Officer/EDA, or designee, to complete the essential and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargeny

County Executive Office Signature

Dep't Recomm.:	<input type="checkbox"/>	Consent	<input type="checkbox"/>
Per Exec. Ofc.:	<input type="checkbox"/>	Consent	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	Policy	<input checked="" type="checkbox"/>

Prev. Agn. Ref.:

District: All

Agenda Number:

3-12

FORM APPROVED COUNTY COUNSEL
BY: ANNIE T. SAHAR
DATE: 4/18/13
Departmental Concurrence

BACKGROUND:

CalRecycle administers the RMDZ to encourage California-based recycling businesses to site new manufacturing facilities and expand existing operations. The principle benefit for businesses located within an RMDZ is a loan program for manufacturers of products using materials that would normally end up at the landfill. This program provides low-interest loans of up to \$2 million for the purchase of equipment and other relevant business costs. The intent of the RMDZ loan program is to help California manufacturers increase their processing capabilities and create additional markets for recycled-content products.

Riverside County currently has one RMDZ that encompasses the cities of Moreno Valley, Perris, Hemet, San Jacinto, Cathedral City, Indio, Coachella, and Blythe along with the unincorporated former redevelopment project areas of East Blythe, Blythe Airport, Cabazon, Thermal, Garnet, Thousand Palms, Mead Valley, and Romoland. This zone expires on August 25, 2013 and CalRecycle has encouraged the County to seek a new ten-year designation of the RMDZ and expand its boundaries. EDA staff is proposing that the entire boundary of the county be designated an RMDZ and would take the lead on preparing the application. Cities that wish to be included within the Zone must adopt a resolution of support that must be included with the application. Additionally, the Board of Supervisors must also approve a resolution once all participating cities are identified.

Participation in the RMDZ does not have a financial obligation to the County nor any participating cities.

RESOLUTION NO. 13-18

A RESOLUTION OF THE CITY OF EASTVALE, CALIFORNIA SUPPORTING THE REDESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES AND ADOPTION OF INITIAL STUDY AND NEGATIVE DECLARATION

WHEREAS, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

WHEREAS, the Riverside County RMDZ includes the cities of Blythe, Cathedral City, Coachella, Hemet, Indio, Moreno Valley, Perris and San Jacinto and parts of unincorporated Riverside County; and

WHEREAS, the Riverside County RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Desert Hot Springs, Eastvale, Indian Wells, Jurupa Valley, Lake Elsinore, La Quinta, Menifee, Murrieta, Norco, Palm Desert, Palm Springs, Rancho Mirage, Riverside, Temecula, Wildomar and all of unincorporated Riverside County desire existing and new recycling-based manufacturing businesses located within their jurisdictions to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the addition of these jurisdictions to the Riverside County RMDZ is necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as assist in attracting private sector recycling investments to the RMDZ; and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula and Wildomar and the unincorporated part of Riverside County have agreed to submit an application to CalRecycle requesting the redesignation of the Riverside County RMDZ due to a change in boundaries; and

WHEREAS, County of Riverside has agreed to act as Lead Agency for the proposed redesignation; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Riverside has prepared or caused to be prepared and has adopted a Negative Declaration which evaluates the potential adverse environmental effects that might occur as a result of the redesignation of the Riverside County RMDZ; and

WHEREAS, the City of Eastvale has considered the environmental effects of the redesignation of Riverside County RMDZ as shown in the Negative Declaration; and

WHEREAS, the City of Eastvale finds there are no grounds for the City of Eastvale to assume the Lead Agency role or to prepare a subsequent or supplemental environmental document; and

WHEREAS, the record of the proceedings on which the City of Eastvale bases its decision to adopt the Negative Declaration is available from the custodian of records: **County Clerk of Riverside County, 2724 Gateway Drive, P.O. Box 751, Riverside, CA 92502-0751.**

NOW THEREFORE, the City Council of the City of Eastvale hereby resolves that:

The City of Estvale, hereby adopts the Negative Declaration.

The City of Eastvale, as Responsible Agency, approves the redesignation of Riverside County as a RMDZ and directs the County of Riverside Economic Development Agency to submit an application to CalRecycle requesting redesignation of Riverside County as a RMDZ which includes the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula, and Wildomar and the unincorporated part of Riverside County.

The County of Riverside will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low-income populations.

The County of Riverside Economic Development Agency shall file a Notice of Determination respecting this Project with the State Clearinghouse pursuant to CEQA Guidelines Section 15096(i).

PASSED, APPROVED, AND ADOPTED this 22nd day of May 2013.

Ike Bootsma, Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Resolution Number 13-18 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 22nd day of May, 2013, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: AGREEMENT FOR PUBLIC WORKS PROFESSIONAL SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF EASTVALE

RECOMMENDATION: APPROVE AN AGREEMENT FOR PUBLIC WORKS PROFESSIONAL SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF EASTVALE

BACKGROUND:

On June 13, 2012 the City Council approved a one year agreement with the County of Riverside to provide public works professional services. That agreement terminates on June 30, 2013, so a new agreement needs to be executed to continue the services.

DISCUSSION:

Since the City of Eastvale incorporated in October 2010, the City has contracted with the County of Riverside to provide professional services. These services include but are not limited to the following: roadway and traffic signal maintenance; signing and striping; roadway cleaning; and other services as requested by the City.

This new Agreement will be effective upon its approval by the Riverside County Board of Supervisors and the City of Eastvale and will remain in effect until June 30, 2015. This Agreement may be extended 12 months starting on June 30, 2015 if the County and City, mutually agree to the extension and on the hourly rates to be charged for the services. Staff recommends that the attached Agreement for professional services with the County of Riverside be approved. The County of Riverside continues to provide quality and responsive services and has always been cooperative at all staff levels.

FISCAL IMPACT:

Funds to pay for the professional services are available in the Gas Tax Fund, account number 20-510-6434 for Road Maintenance and account number 20-510-6438 for Traffic Signal Maintenance. There is no fiscal impact to the General Fund.

ATTACHMENTS:

1. Agreement with the County of Riverside for Public Works Services

Prepared by: George Alvarez, City Engineer
Reviewed by: Carol Jacobs, City Manager
John Cavanaugh, City Attorney

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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF RIVERSIDE
AND THE CITY OF EASTVALE
FY 2013-2014**

The County of Riverside, California (hereinafter "COUNTY"), and the City of Eastvale, California (hereinafter "CITY"), hereby agree as follows:

RECITALS

- A. CITY desires that the COUNTY, through the Transportation Department, provide, upon request, certain professional services for CITY. Services by other COUNTY departments or agencies are not the subject of this Agreement.
- B. COUNTY and CITY desire to define herein the scope of the professional services to be provided and the terms and conditions pursuant to which COUNTY will provide the professional services.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1 - RECITALS INCORPORATED

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

SECTION 2 - ADMINISTRATION

The Director of Transportation and Land Management, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). The CITY Manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").

1
2 SECTION 3 - SCOPE OF SERVICES

3 Upon CITY'S request and COUNTY'S approval as set forth herein, COUNTY will provide the
4 professional services described in Attachment A-1 to this Agreement. The parties may agree
5 that COUNTY will provide additional professional services to CITY upon mutual agreement of
6 the scope of such additional services and the costs therefore. Such agreement for additional
7 services will be memorialized in writing and signed by the respective parties' contract
8 administrators and added to this Agreement as additional Attachments (i.e., A-2, A-3) as
9 needed. . COUNTY, shall comply with all CITY codes, ordinances, resolutions, regulations and
10 policies (hereinafter "City codes") in providing the professional services. COUNTY shall work
11 directly with CITY and its staff in providing the professional services and COUNTY staff shall
12 consult with CITY staff if CITY staff desires such consultation. COUNTY shall not be required to,
13 and shall not, respond to any person or entity other than CITY concerning the professional
14 services it provides. CITY shall be responsible for responding to all such persons or entities as
15 set forth herein.
16

17 SECTION 4 - REQUESTS FOR SERVICES

18 CITY may request professional services for a single project or program or a group or class of
19 projects or programs. CITY shall make all requests for professional services in writing and
20 CITY'S contract administrator, or his designee shall send such requests to COUNTY'S contract
21 administrator, or his designee. Before requesting professional services, CITY'S contract
22 administrator may ask COUNTY'S contract administrator for a written estimate of the cost of the
23 services and any established procedure COUNTY may have for providing the services
24 (hereinafter "service delivery procedure").
25

26 SECTION 5 - APPROVAL OF REQUESTS

27 If COUNTY agrees to provide the professional services requested, COUNTY'S contract
28 administrator shall notify CITY'S contract administrator in writing. The written notification to CITY
29

1 shall include the service delivery procedure, if necessary or requested by CITY. Services shall
2 be provided in accordance with the service delivery procedure unless the parties mutually agree
3 to a different procedure. Except as provided in Section 6 of this Agreement, COUNTY shall not
4 provide professional services if the request for such services is not made and approved in the
5 manner described above.

6 7 SECTION 6 - DANGEROUS CONDITION EXCEPTION

8 Notwithstanding the provisions of Sections 4 and 5 of this Agreement, COUNTY is hereby
9 authorized to immediately remedy any dangerous condition it encounters in the course of
10 providing professional services, and CITY hereby agrees to pay the reasonable costs incurred
11 by COUNTY for such remediation. For purposes of this Agreement, a dangerous condition shall
12 be any condition that may result in imminent personal injury or property damage. If COUNTY
13 encounters a dangerous condition, COUNTY shall notify CITY'S contract administrator as soon
14 as practical to do so.

15 16 SECTION 7 - PERTINENT INFORMATION

17 Once a request for professional services has been made and approved in the manner described
18 in Sections 4 and 5 above, CITY'S contract administrator shall transmit to COUNTY'S contract
19 administrator all pertinent information concerning the project or program or group or class of
20 projects or programs.

21 22 SECTION 8 – INSPECTION, REJECTION AND ACCEPTANCE OF SERVICES

23 CITY may inspect COUNTY'S work performed pursuant to this Agreement while the work is
24 being performed or after it has been completed. CITY may reject COUNTY'S work no later than
25 thirty (30) days after the work has been completed by submitting to COUNTY'S contract
26 administrator a written explanation of the reasons for the rejection. If CITY does not reject
27 COUNTY'S work as provided above, CITY shall be deemed to have accepted COUNTY'S work.
28 CITY'S acceptance shall be conclusive as to such work except with respect to latent defects,
29

1 fraud and such gross mistakes as amount to fraud. CITY'S acceptance shall not constitute a
2 waiver of any of the provisions of this Agreement including, but not limited to, the sections
3 pertaining to indemnification and insurance.
4

5 SECTION 9 - PERSONNEL

6 In providing the professional services described in this Agreement, COUNTY and its staff shall
7 be considered independent contractors and shall not be considered CITY employees for any
8 purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control
9 and shall be located at COUNTY facilities. Neither CITY, its officials, officers, employees or
10 agents, shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers,
11 employees, or agents except as set forth in this Agreement. COUNTY shall have no authority to
12 bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or
13 against CITY, whether by contract or otherwise, unless such authority is expressly conferred by
14 this Agreement or is otherwise expressly conferred by CITY in writing. COUNTY shall not at any
15 time or in any manner represent that COUNTY or any of COUNTY'S officials, officers,
16 employees or agents are in any manner officials, officers, employees or agents of CITY.
17 COUNTY shall pay all wages, salaries and other amounts due its personnel in connection with
18 their provision of the professional services and as required by law. Neither COUNTY, nor any of
19 COUNTY'S officials, officers, employees or agents, shall obtain any rights to retirement, health
20 care or any other benefits which may otherwise accrue to CITY'S employees. COUNTY
21 expressly waives any claim COUNTY may have to any such rights.
22

23 SECTION 10 - VEHICLES

24 If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the
25 vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for
26 service and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for
27 CITY-approved functions. CITY shall also pay COUNTY the full costs of operating such
28 vehicles, including, but not limited to, fuel, maintenance, and licensing costs. Unless otherwise
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1 directed in writing by CITY, COUNTY shall provide all vehicle and equipment necessary to
2 provide services requested by CITY.
3

4 SECTION 11 - COST OF SERVICES

5 Unless the parties have mutually agreed in writing to a set fee for professional services as
6 provided in Section 3 of this Agreement, CITY shall pay COUNTY for all such services, including
7 staff-to-staff consultations, at the hourly rates set forth in Attachment B to this Agreement. CITY
8 shall pay COUNTY for each hour of services it provides, or each fraction of an hour billed at
9 1/10th increments, including any required travel time. Work done by the COUNTY after regular
10 working hours, such as responding to emergency calls, shall be paid at 1.5 times the hourly
11 labor rate component as shown in Attachment B. CITY shall not pay COUNTY for any
12 professional services not described in Attachment A-1 to this Agreement, unless those services
13 have been mutually agreed to in writing as provided in Section 3. of this Agreement.
14

15 SECTION 12 - BILLING

16 COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly
17 invoice which shall include an itemized accounting of all services performed and the cost
18 thereof.
19

20 SECTION 13 - PAYMENTS

21 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract
22 administrator receives the invoice from COUNTY'S contract administrator. CITY may dispute
23 any monthly invoice by submitting a written description of the dispute to COUNTY'S contract
24 administrator within ten (10) days of the date CITY'S contract administrator receives the invoice
25 from COUNTY'S contract administrator. CITY may defer the payment of any portion of the
26 invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice
27 not in dispute must be paid within the thirty (30)-day period set forth herein.
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SECTION 14 – RECORD MAINTENANCE

COUNTY shall maintain all documents and records relating to the professional services provided pursuant to this Agreement, including, but not limited to, any and all ledgers, books of account, invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such documents and 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 professional services provided by COUNTY pursuant to this Agreement. Such documents and records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to public agency audits and expenditures.

SECTION 15 – RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 14. of this Agreement shall be made available for inspection, audit and copying, at any time during regular business hours, upon the request of CITY'S contract administrator. Copies of such documents or records shall be provided directly to CITY'S contract administrator for inspection, audit and copying when it is practical to do so; otherwise, such documents and records shall be made available at COUNTY'S address specified in Section 19. of this Agreement.

SECTION 16 - DUTY TO INFORM AND RESPOND

CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all inquiries, complaints, and correspondence that CITY receives concerning COUNTY'S professional services and all information concerning dangerous conditions that CITY'S contract administrator either knows or should know exist. COUNTY'S contract administrator shall promptly transmit to CITY'S contract administrator all inquiries, complaints, and correspondence that COUNTY receives in the course of providing professional services. CITY shall be responsible for responding to all such inquiries, complaints and correspondence.

1 SECTION 17 – STANDARD OF PERFORMANCE

2 COUNTY represents and warrants that it has the qualifications, experience and facilities
3 necessary to properly perform the professional services described in this Agreement and that it
4 will perform such services competently. In meeting its obligations under this Agreement,
5 COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by
6 persons engaged in providing services similar to those required of COUNTY under this
7 Agreement.
8

9 SECTION 18 – PERMITS AND LICENSES

10 COUNTY shall obtain any and all permits, licenses and authorizations necessary to perform the
11 professional services described in this Agreement. Neither CITY, not its officials, officers,
12 employees or agents shall be liable, at law or in equity, as a result of COUNTY'S failure to
13 comply with this section.
14

15 SECTION 19 - NOTICES

16 Any notices required or permitted to be sent to either party shall be deemed given when
17 personally delivered to the individuals identified below or when addressed as follows and
18 deposited in the U.S. Mail, postage prepaid:

19 County of Riverside
20 Transportation and Land Management
21 P.O. Box 1090
22 Riverside, CA 92502-1090
23 Attention: Juan C. Perez
24 Director
25

City of Eastvale
12363 Limonite Ave.
Suite 910
Eastvale, CA 91752
Attention: Carol Jacobs
City Manager
26
27
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1 SECTION 20 - OWNERSHIP OF DATA

2 Ownership and title to all reports, documents, plans, specifications, and estimates produced or
3 compiled pursuant to this Agreement shall automatically be vested in CITY and become the
4 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials
5 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to
6 any person or entity other than CITY without the authorization of CITY'S contract administrator.
7

8 SECTION 21 - CONFIDENTIALITY

9 COUNTY shall observe all Federal and State regulations concerning the confidentiality of
10 records. All information gained or work product produced by COUNTY pursuant to this
11 Agreement shall be considered confidential, unless such information is in the public domain.
12 COUNTY'S contract administrator shall promptly notify CITY'S contract administrator when
13 COUNTY receives a request for release or disclosure of information or work product. COUNTY
14 shall not release or disclose information or work product to persons or entities other than CITY
15 without prior written authorization from CITY'S contract administrator, except when such release
16 or disclosure is required by the California Public Records Act or any other law.
17

18 SECTION 22 - INDEMNIFICATION

19 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special
20 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials, officers,
21 employees and agents from all claims and liability for loss, damage, or injury to property or
22 persons, including wrongful death, based on COUNTY'S negligent acts, omissions or willful
23 misconduct arising out of or in connection with the performance of professional services under
24 this Agreement including, without limitation, the payment of attorney's fees.

25 Indemnification by CITY. CITY shall indemnify, defend and hold harmless COUNTY, its
26 officials, officers, employees and agents from all claims and liability for loss, damage, or injury to
27 property or persons, including wrongful death, based on CITY'S negligent acts, omissions or
28 willful misconduct arising out of or in connection with the performance of professional services
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1 under this Agreement including, without limitation, the payment of attorney's fees.

2 Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend and
3 hold harmless CITY, its officials, officers, employees and agents, and CITY shall indemnify,
4 defend, and hold harmless COUNTY its officials, officers, employees and agents, from all claims
5 and liability resulting from any of the following:

- 6
- 7 1. The invalidity of CITY'S codes, ordinances, or regulations
- 8 2. How CITY decides to maintain, or prioritize the maintenance of, CITY facilities,
9 including, but not limited to, streets and sidewalks.
- 10 3. How CITY decides to deploy, or prioritize the deployment of, school crossing guards.
- 11 4. The design of CITY facilities, including, but not limited to, streets and sidewalks.
- 12 5. CITY'S failure to provide pertinent information and inform as provided in Sections 7.
13 and 16. of this Agreement.

14 Notification and Cooperation. The parties mutually agree to notify each other through their
15 respective contract administrators if they are served with any claims, summons, complaint,
16 discovery request or court order (hereinafter "litigation documents") concerning this Agreement
17 and the professional services provided hereunder. The parties also mutually agree to cooperate
18 with each other in any third party legal action concerning this Agreement and the professional
19 services provided hereunder. Such cooperation shall include each party giving the other an
20 opportunity to review any proposed responses to litigation documents. This right of review does
21 not, however, give either party the right to control, direct or rewrite the proposed responses of
22 the other party.

23 SECTION 23 - INSURANCE

24 The parties agree to maintain the types of insurance and liability limits that are expected for
25 entities of their size and diversity. The types of insurance maintained and the limits of liability for
26 each insurance type shall not limit the indemnification provided by each party to the other. If
27 CITY chooses to provide vehicles for COUNTY'S use, CITY shall maintain liability insurance for
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1 the CITY-owned vehicles and insurance for any physical damage to the CITY-owned vehicles in
2 an amount equal to the replacement value of all vehicles provided. The vehicle policies shall, by
3 endorsement, name COUNTY, its agencies and departments and their respective officials,
4 officers, employees and agents as additional insureds.
5

6 SECTION 24 – ASSIGNMENT

7 The expertise and experience of COUNTY are material considerations for this Agreement. CITY
8 has an interest in the qualifications and capabilities of the persons and entities that COUNTY will
9 use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall
10 not assign or transfer this Agreement, in whole or in part, or the performance of any of
11 COUNTY'S obligations under this Agreement without prior written consent of the CITY'S
12 contract administrator. Any attempted assignment shall be ineffective, null and void, and shall
13 constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in
14 equity, including summary termination of this Agreement. CITY acknowledges, however, that
15 COUNTY, in the performance of its duties under this Agreement, may utilize subcontractors.
16

17 SECTION 25 - IMMUNITIES

18 Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or
19 immunities applicable or available to the parties under State laws and regulations.
20

21 SECTION 26 - MODIFICATIONS

22 This Agreement may be amended or modified only by mutual agreement of the parties. No
23 alteration or variation of the terms of this Agreement shall be valid unless made in writing and
24 signed by the parties hereto, and no oral understanding or agreement not incorporated herein
25 shall be binding on any of the parties hereto.
26

27 SECTION 27 - WAIVER

28 Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be
29

1 construed to be a waiver of any subsequent or other breach of the same or of any other term
2 hereof. Failure on the part of either party to require exact, full and complete compliance with any
3 terms of this Agreement shall not be construed as changing in any manner the terms hereof, or
4 estopping that party from enforcing the terms hereof.
5

6 **SECTION 28 - SEVERABILITY**

7 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void
8 or unenforceable, the remaining provisions will nevertheless continue in full force without being
9 impaired or invalidated in any way.
10

11 **SECTION 29 - TERM**

12 This Agreement shall become effective upon its approval by the Riverside County Board of
13 Supervisors and shall remain in effect until June 30, 2015. This agreement may be terminated
14 by either party upon sixty (60) days written notice to the other party. This Agreement may be
15 extended every twelve (12) months, starting on June 30, 2015 if the parties, through their
16 respective governing bodies, mutually agree to the extension in writing and mutually agree on
17 the hourly rate to be charged for services.
18

19 **SECTION 30 - ENTIRE AGREEMENT**

20 This Agreement is intended by the parties as a final expression of their understanding with
21 respect to the subject matter hereof and supersedes any and all prior and contemporaneous
22 agreements and understandings, written or oral.
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APPROVALS

COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Pamela J. Walls, County Counsel

_____ Dated: _____

_____ Dated: _____

By: Principal Deputy County Counsel

John Cavanaugh

City Attorney, City of Eastvale

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

_____ Dated: _____

_____ Dated: _____

John J. Benoit

Ike Bootsma

Chairman, Riverside County Board
of Supervisors

Mayor, City of Eastvale

ATTEST:

ATTEST:

CLERK OF THE BOARD:

CITY CLERK:

By: _____

By: _____

Deputy

Ariel M. Hall

Assistant City Clerk

(SEAL)

1 ATTACHMENT A-1

2
3 **Transportation Department Services**

4
5 Upon request and approval as set forth in this Agreement, the Transportation Department will
6 provide services, including, but not limited to, the following:
7

8 **Roadway Maintenance Services:**

9 Repair pavement failures

10 Trim street trees

11 Remove fallen trees

12 Stripe/mark pavement

13 Seal cracks

14 Install/replace traffic signs

15 Repair/replace sidewalks

16 Install/repair barricades

17 Clean roadside ditches

18 Clean drain inlets

19 Patrol streets during rainstorms

20 Sweep streets

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22
23 **Landscape Maintenance Services:**

24 Administer Landscape Maintenance Districts (LMDs), including assessment collection
25 annexations.

26 Administer landscape maintenance contracts

27 Remove graffiti

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Roadway Drainage Maintenance Services:*

- Repair/ replace fencing
- Remove trash
- Control/ remove vegetation
- Repair erosion damage
- Mow fire abatement/small areas
- Clean ditches/open channels/outfalls
- Clean pipes/manholes
- Repair/replace minor pipes

*In areas not subject to the jurisdiction of the Riverside County Flood Control & Water Conservation District

Special Event Support Services:

- Detours – install temporary barricades and delineate roadways
- Road closures – install temporary barricades and delineate roadways

Traffic Signal Maintenance Services:

- Scheduled maintenance (on a regular cycle specified by CITY) -
- Inspect controller and cabinet
- Observe signals
- Realign signals
- Observe and replace vehicle signal indicators
- Observe and repair signal outages
- Inspect/repair/replace vehicle loop detectors

- 1 Observe/adjust vehicle signal timing
- 2 Inspect/repair/replace electromechanical components
- 3 Clean/polish/replace lenses and reflectors as necessary
- 4 Unscheduled Maintenance -
- 5 Respond to malfunction/damage reports
- 6 Repair or replace parts/components as necessary
- 7 Respond and mark underground service alert requests
- 8 Emergency call-out services—(for damage, severe weather events, earthquakes, etc.)
- 9 Replace foundation, mast arm, or pole
- 10 Replace pavement loop detector
- 11 Repair/replace underground conduit/cable/conductor
- 12 Replace signal cabinet and/or foundation
- 13 Repair/replace controller
- 14 Inspect/repair/signal pole & mast arm signs

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18 **Engineering Services:**

- 19 Prepare environmental documents and supporting studies
- 20 Prepare plans, specifications, and estimates for capital projects
- 21 Inspect and provide contract management services for capital projects - bid, award, and administer contracts for project construction
- 22 Provide resident engineer services on Caltrans projects
- 23 Process authorizations on federally funded projects.
- 24 Process authorizations and billings on projects funded by regional funding programs, such as TUMF, Measure "A", and other State, Regional, or local programs
- 25 Administer Road and Bridge Benefit District (RBBD) Programs

1 **These services are no longer provided**

2 Hire and train school crossing guards.

3 Deploy school crossing guards at locations to be determined.

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5

6 **Survey Services:**

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- Checking of Final Maps

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- Right-of-Way including preparation and review of legals and plats

9

- Monument inspections and placement

10

- Survey associated with engineering design and construction work

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- Preparation of aerials

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Other Services:

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Other services requested by the CITY that are typically provided by the Transportation

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Department.

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ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department/ Highway Operations Rates	Assistant District Road Maintenance Supervisor	\$ 83.31
Transportation Department/ Highway Operations Rates	Bridge Crew Worker	\$ 60.88
Transportation Department/ Highway Operations Rates	Crew Lead Worker	\$ 65.56
Transportation Department/ Highway Operations Rates	District Road Maintenance Supervisor	\$ 87.89
Transportation Department/ Highway Operations Rates	Engineering Project Mgr	\$ 166.43
Transportation Department/ Highway Operations Rates	Equipment Operator I	\$ 60.57
Transportation Department/ Highway Operations Rates	Equipment Operator II	\$ 67.30
Transportation Department/ Highway Operations Rates	Highway Maint Superintendent	\$ 93.59
Transportation Department/ Highway Operations Rates	Highway Ops Superintendent	\$ 149.72
Transportation Department/ Highway Operations Rates	Laborer	\$ 46.27
Transportation Department/ Highway Operations Rates	Lead Bridge Crew Worker	\$ 69.54
Transportation Department/ Highway Operations Rates	Lead Traffic Control Painter	\$ 69.88
Transportation Department/ Highway Operations Rates	Lead Tree Trimmer	\$ 66.28

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Highway Operations Rates	Maintenance & Construct Worker	\$ 54.75
Transportation Department Highway Operations Rates	Office Assistance II	\$ 44.11
Transportation Department Highway Operations Rates	Principal Eng Tech	\$ 111.77
Transportation Department Highway Operations Rates	Secretary II	\$ 62.61
Transportation Department Highway Operations Rates	Sign Maker	\$ 64.87
Transportation Department Highway Operations Rates	Sr Equipment Operator	\$ 72.70
Transportation Department Highway Operations Rates	Sr Traffic Signal Technician	\$ 96.13
Transportation Department Highway Operations Rates	Technical Eng Unit Supervisor	\$ 120.38
Transportation Department Highway Operations Rates	Traffic Control Painter	\$ 64.88
Transportation Department Highway Operations Rates	Traffic Signal Supervisor	\$ 106.17
Transportation Department Highway Operations Rates	Traffic Signal Tech	\$ 89.21
Transportation Department/ Highway Operations Rates	Transportation Warehouse Worker II	\$ 63.91
Transportation Department Highway Operations Rates	Tree Trimmer	\$ 59.89

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Highway Operations Rates	Truck & Trailer Driver	\$ 65.56
Transportation Department Engineering Rates	Admin Services Analyst I	\$ 58.43
Transportation Department Engineering Rates	Admin Services Analyst II	\$ 77.79
Transportation Department Engineering Rates	Associate Civil Engineer	\$ 112.50
Transportation Department Engineering Rates	Asst Civil Engineer	\$ 101.20
Transportation Department Engineering Rates	Engineering Aide	\$43.59
Transportation Department Engineering Rates	Engineering Division Manager	\$ 167.69
Transportation Department Engineering Rates	Engineering Project Mgr	\$ 146.09
Transportation Department Engineering Rates	Engineering Technician I	\$ 70.25
Transportation Department Engineering Rates	Engineering Technician II	\$ 78.10
Transportation Department Engineering Rates	GIS Senior Analyst	\$74.93
Transportation Department Engineering Rates	Junior Engineer	\$ 77.18
Transportation Department Engineering Rates	Office Assistant II	\$ 44.11

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Engineering Rates	Office Assistant III	\$ 47.71
Transportation Department Engineering Rates	Principal Const Inspector	\$ 110.37
Transportation Department Engineering Rates	Principal Engineering Tech	\$ 111.77
Transportation Department Engineering Rates	Secretary I	\$ 56.33
Transportation Department/Engineering Rates	Senior Transportation Planner	\$ 129.22
Transportation Department Engineering Rates	Senior Civil Engineer	\$ 135.60
Transportation Department Engineering Rates	Senior Engineering Tech	\$ 90.50
Transportation Department Engineering Rates	Senior Engineering Tech-PLS/PE	\$ 81.34
Transportation Department Engineering Rates	Technical Eng Unit Supervisor	\$ 120.38
Transportation Department Engineering Rates	Transportation Proj Mgr-EC	\$ 166.87
Transportation Department Survey Rates	Admin Services Analyst (1)	\$ 78.74
Transportation Department Survey Rates	County Surveyor	\$ 152.66
Transportation Department Survey Rates	Engineering Tech I	\$ 53.05

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Survey Rates	Engineering Tech II	\$ 79.05
Transportation Department Survey Rates	Office Assistant III	\$ 38.01
Transportation Department Survey Rates	Principal Eng Tech	\$ 113.14
Transportation Department Survey Rates	Principal Eng Tech - PLS/PE	\$ 119.38
Transportation Department Survey Rates	Secretary I	\$ 57.02
Transportation Department Survey Rates	Sr Eng Tech	\$ 91.62
Transportation Department Survey Rates	Sr Eng Tech - PLS/PE	\$ 96.61
Transportation Department Survey Rates	Sr Land Surveyor	\$ 132.85
Transportation Department Survey Rates	Sr Surveyor	\$ 125.88
Transportation Department Survey Rates	Supervising Land Surveyor	\$ 140.99
Transportation Department Equipment Rental Rates	Sedans - Leased	\$ 13.07
Transportation Department Equipment Rental Rates	Pickups - Leased	\$ 18.32
Transportation Department Equipment Rental Rates	Survey Mini PU	\$ 27.20

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Equipment Rental Rates	Pickups-3/4T	\$ 19.81
Transportation Department Equipment Rental Rates	Light Trucks	\$ 25.68
Transportation Department Equipment Rental Rates	Medium Dumps	\$ 34.61
Transportation Department Equipment Rental Rates	Med Dmps w/Attach	\$ 126.92
Transportation Department Equipment Rental Rates	Graders	\$ 40.36
Transportation Department Equipment Rental Rates	Heavy Truck	\$ 47.94
Transportation Department Equipment Rental Rates	Medium Crawler	\$ 57.89
Transportation Department Equipment Rental Rates	Heavy Crawler	\$ 105.47
Transportation Department Equipment Rental Rates	Wheel Tractor	\$ 44.12
Transportation Department Equipment Rental Rates	Extra Heavy Crawler	\$ 75.41
Transportation Department Equipment Rental Rates	Medium Loader	\$ 91.96
Transportation Department Equipment Rental Rates	Heavy Loader	\$ 57.28
Transportation Department Equipment Rental Rates	Tractor W/Mower	\$ 116.95

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Equipment Rental Rates	Chip Spreader	\$ 128.17
Transportation Department Equipment Rental Rates	Street Sweeper	\$ 103.85
Transportation Department Equipment Rental Rates	Self Loading Scraper	\$ 126.39
Transportation Department Equipment Rental Rates	Heavy Mixer	\$ 167.33
Transportation Department Equipment Rental Rates	Elevating Scraper	\$ 137.00
Transportation Department Equipment Rental Rates	Extra Heavy Loader	\$ 50.74
Transportation Department Equipment Rental Rates	Heavy Dumps	\$ 50.75
Transportation Department Equipment Rental Rates	Screen Plant	\$ 146.40
Transportation Department Equipment Rental Rates	Gradall Excavator	\$ 62.83
Transportation Department Equipment Rental Rates	Truck Transport	\$ 60.34
Transportation Department Equipment Rental Rates	Roller (Self propelled)	\$ 25.21
Transportation Department Equipment Rental Rates	Aerial Platform Truck	\$ 34.38
Transportation Department Equipment Rental Rates	Brush Chipper	\$ 19.53

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Equipment Rental Rates	Asphalt Reclaimer	\$ 205.93
Transportation Department Equipment Rental Rates	Signal Aerial Lift Truck	\$ 69.59
Transportation Department Equipment Rental Rates	Striping Unit	\$ 146.48
Transportation Department Equipment Rental Rates	Curb Builder	\$ 53.93
Transportation Department Equipment Rental Rates	Concrete Saw	\$ 40.10
Transportation Department Equipment Rental Rates	Deflect-o-meter	\$275.75
Transportation Department Equipment Rental Rates	Drill Rig	\$ 20.99
Transportation Department Equipment Rental Rates	Paving Machine	\$ 177.82
Transportation Department Equipment Rental Rates	Patch Truck	\$ 39.59
Transportation Department Equipment Rental Rates	Stump Cutter	\$ 24.05
Transportation Department Equipment Rental Rates	Stencil Trucks	\$ 26.48
Transportation Department Equipment Rental Rates	Survey Truck	\$ 29.93
Transportation Department Equipment Rental Rates	Thermal Applicator	\$41.97

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department Equipment Rental Rates	Vac Truck	\$ 68.35
Transportation Department Equipment Rental Rates	Water Truck	\$ 40.95
Transportation Department Equipment Rental Rates	Pup Trailer	\$ 19.88
Transportation Department Equipment Rental Rates	Roller (Pulled)	\$ 11.20
Transportation Department Equipment Rental Rates	Rotary Sweepers	\$ 79.56
Transportation Department Equipment Rental Rates	Patch Spraying Rig	\$ 3.83
Transportation Department Equipment Rental Rates	Cement Mixer	\$ 97.52
Transportation Department Equipment Rental Rates	Tiltbed Trailer	\$ 24.09
Transportation Department Equipment Rental Rates	Lowbed Trailer	\$ 11.95



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 12013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

**SUBJECT: DESIGNATION OF VOTING DELEGATES AND ALTERNATE
TO LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

**RECOMMENDATION: DESIGNATE A VOTING DELEGATE AND ALTERNATE FOR
THE LEAGUE OF CALIFORNIA CITIES CONFERENCE**

BACKGROUND:

The City is a member of the League of California Cities which provides legislative advocacy for all of its members. The City has been a member since incorporation.

DISCUSSION:

Each year the League of California Cities requires that City Council take action to designate one Council Member as a Delegate and one Council Member as an Alternate. This year the Annual League Conference will be in Sacramento September 18-20th.

FISCAL IMPACT:

The cost of the conference is included in the proposed 2013-14 budget.

ATTACHMENTS:

1. Notice from League of California Cities

Prepared by; Carol Jacobs, City Manager



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento**

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELE NISSEN, PUBLIC INFORMATION OFFICER

SUBJECT: AB 5 (AMMIANO) HOMELESSNESS

RECOMMENDATION: ISSUE LETTER OF OPPOSITION TO AB 5 (AMMIANO) HOMELESSNESS

BACKGROUND:

Existing law provides that no person in the state shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.

This bill would enact the Homeless Person's Bill of Rights and Fairness Act, which would provide that no person's rights, privileges, or access to public services may be denied or abridged because he or she is homeless. The bill would provide that every homeless person has the right, among others, to move freely, rest, eat, share, accept, or give food or water, and solicit donations in public spaces, as defined, and the right to lawful self-employment, as specified, confidentiality of specified records, assistance of legal counsel in specified proceedings, and restitution, under specified circumstances. By requiring a county to pay the cost of providing legal counsel, as specified, the bill would increase the duties of local agencies, thereby imposing a state-mandated local program. The bill would provide immunity from employer retaliation to a public employee who provides specified assistance to a homeless person. The bill would require local law enforcement agencies to make specified information available to the public and report to the Attorney General on an annual basis with regard to enforcement of local ordinances against homeless persons and compliance with the act, as specified, thereby imposing a state-mandated local program. The bill would provide for judicial relief and impose civil penalties for a violation of the act. This bill contains other related provisions and other existing laws.

DISCUSSION:

The City of Eastvale is one of the newer cities in Riverside County that is struggling as a result of SB 89 which diverted much needed state funding for the operation of basic services, including public safety.

AB 5 would further increase the financial challenge to the City of Eastvale by burdening the City with an unfunded state mandate. AB 5 does not provide a feasible balance for all the citizens of the community. AB 5 would harm the City's ability to provide safe, clean, enjoyable and accessible parks and facilities for the residents of the City of Eastvale.

The bill does not address or fund maintaining safe, healthy, habitable and clean public areas, public facilities and streets for residents, businesses and the general public.

FISCAL IMPACT:

Unknown at this time however, should the bill be enacted; this would result in an unfunded state mandate that could have a significant impact on future budget cycles.

ATTACHMENTS:

1. AB 5 Notice of Opposition Letter
2. AB 5 Ammiano Bill Text
3. AB 5 Ammiano Assembly Bill Analysis

Prepared by: Michele Nissen, Public Information Officer

Reviewed by: City Manager, Carol Jacobs

City Attorney, John Cavanaugh



Ike Bootsma
Mayor

May 14, 2013

Adam Rush
Mayor Pro Tem

Kelly Howell
Council Member

Ric Welch
Council Member

Jeff DeGrandpre
Council Member

The Honorable Mike Gatto, Chairman
Assembly Committee on Appropriations
State Capital Building, Room 2114
Sacramento, CA 95814

**RE: AB 5 (Ammiano) Homelessness
Notice of Opposition (As amended April 8, 2013)**

Dear Assemblymember Gatto,

The Eastvale City Council would like to respectfully express our opposition to Assembly Bill 5, which would enact the Homeless Person's Bill of Rights and Fairness Act.

The City of Eastvale has a beautiful parks system with thirteen parks which are provided and maintained through a special district, Jurupa Community Services District (JCSD). The City of Eastvale is one of the newer cities in Riverside County that is struggling as a result of SB 89 which diverted much needed state funding for the operation of basic services, including public safety.

AB 5 would further increase the financial challenge to the City of Eastvale by burdening the City with an unfunded state mandate. AB 5 does not provide a feasible balance for all the citizens of the community. AB 5 would harm the City's ability to provide safe, clean, enjoyable and accessible parks and facilities for the residents of the City of Eastvale. Below are the negative effects that the City anticipates if AB 5 is enacted:

- Increase costs for local law enforcement at a time when funding for public safety is scarce by requiring the annual compilation and reporting of statistics on violations related to obstructing a sidewalk, loitering, sitting, lying down, sleeping in public, soliciting donations, bathing in public places, sleeping in a vehicle, jaywalking, and trespassing.
- Usurp local authority by prohibiting the enforcement of existing local ordinances if the county does not maintain year-round nonmedical assistance and there are fewer than 50 people on the county's public housing waiting list. Special districts and cities do not have authority over county actions, and yet they would still have their local authority hindered based on the counties actions.
- Provide civil and criminal protections for local agency employees who make that agency's property and resources available for use or distribution to homeless persons without the consent of that local agency.



The Honorable Mike Gatto, Chairman, Assembly Committee on Appropriations

May 15, 2013

Page 2

- Require *every* local government to have health and hygiene centers with access 24 hours a day, seven days a week to bathroom and shower facilities. This requirement also confuses the autonomy of cities and special districts regarding oversight and administration.
- Increase court costs and inhibit revenue collection by guaranteeing persons the right to counsel for failure to appear or pay bail, in addition to providing ample opportunities to file a lawsuit and recover money.
- Increased burden to our fire safety personnel as a result of additional calls for service.
- Increasing number of encampments.
- Increasing opportunities to engage in “pan handling or other enterprising activities” without a permit.

The bill does not address or fund maintaining safe, healthy, habitable and clean public areas, public facilities and streets for residents, businesses and the general public.

The City of Eastvale is sympathetic to the plight of the homeless population and agrees with the intent of the bill and its attempt to make “basic human rights” more accessible for the homeless population. The City does not support legislation that does not provide long-term solutions that are beneficial in helping the homeless population re-establish their lives rather than nurture their current situation.

The City of Eastvale would be remiss to not address the negative impacts this bill would have on our community and residents.

Sincerely,

Ike Bootsma, Mayor

cc: Senator Rich Roth, FAX: (916) 327-2187
Assemblyman Eric Linder, FAX: (916) 327-2187
Kevin Baker, Deputy Chief Counsel, Assembly Judiciary Committee, FAX: (916) 319-2188
Paul Dress, Consultant, Assembly Republican Caucus, FAX: (916) 319-3902
Erin Sasse Regional Public Affairs Manager
Kirstin Kolpitcke, League of California Cities, FAX: (916) 658-8240

AMENDED IN ASSEMBLY APRIL 8, 2013

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 5

Introduced by Assembly Member Ammiano

December 3, 2012

An act to ~~amend Sections 51 and 54 of, and to add Part 2.2 (commencing with Section 53.1) to Division 1 of, the Civil Code, to amend Section 32228 of the Education Code, to amend Section 354.5 of the Elections Code, to amend Sections 11135, 12920, 12921, 12926, 12926.1, 12930, 12931, 12940, 12944, 12955, 12955.8, 12956.1, 12956.2, and 12993 of the Government Code, to amend Section 868.8 of the Penal Code, and to amend Section 4900 of the Welfare and Institutions Code of the Civil Code, and to amend Section 11135 of the Government Code, relating to homelessness.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 5, as amended, Ammiano. Homelessness.

~~Existing law, the Unruh Civil Rights Act, provides that all persons within the state are free and equal, regardless of their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation, and are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever. Existing law provides that no person in the state shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded~~

directly by the state, or receives any financial assistance from the state. Existing law, the California Fair Employment and Housing Act (FEHA), provides that the opportunity to seek, obtain, and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation is recognized to be a civil right, and makes it unlawful for an employer to discriminate against those persons with regard to certain employment practices. Under FEHA, existing law makes it unlawful for the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person. Under FEHA, existing law imposes duties upon county counsels and county recorders with regard to unlawfully restrictive covenants and Restrictive Covenant Modifications, as specified.

This bill would enact the Homeless Person's Bill of Rights and Fairness Act, which would provide that no person's rights, privileges, or access to public services may be denied or abridged because he or she is homeless, has a low income, or suffers from a mental illness or physical disability. The bill would provide that every person in the state, regardless of actual or perceived housing status, ~~income level, mental illness, or physical disability~~, *low income, sexual orientation, gender identity, citizenship, or immigration status*, shall be free from specified forms of discrimination and shall be entitled to certain basic human rights, including the right to be free from discrimination by law enforcement, in the workplace, ~~while seeking or maintaining housing or shelter~~, and while seeking services. The bill would provide that every person has the right to access public property, possess personal property, access public restrooms, clean water, ~~affordable housing~~, educational supplies, as specified, emergency and nonemergency health care, confidentiality of medical records, assistance of legal counsel in specified proceedings, and restitution, under specified circumstances. The bill would provide ~~civil and criminal immunity~~, and immunity from employer retaliation, to a public employee who provides assistance to a homeless person. The bill would require local law enforcement agencies to make specified information available to the public and report to the Attorney General on an annual basis with regard to enforcement of local ordinances against homeless persons and compliance with the

act, as specified, thereby imposing a state-mandated local program. The bill would provide for judicial relief and impose civil penalties for a violation of the act.

~~The bill would further prohibit discrimination under the above-described existing law provisions on the basis of "housing status," would define that term to include homelessness, and would make conforming changes to related provisions, including changes related to the filing of Restrictive Covenant Modifications, as specified. Because those conforming changes would add to the duties of county counsels and county recorders, the bill would impose a state-mandated local program. Further, by expanding the bases upon which discrimination is prohibited under those provisions, the bill would also extend the application of those provisions to other antidiscrimination provisions that incorporate the enumerated provisions by reference. For instance, existing law prohibits the provision of emergency services and care in a health facility from being based upon, or affected by, among other things, characteristics enumerated under the Unruh Civil Rights Act. A violation of that provision is a crime. By expanding the bases upon which a health facility may not discriminate in the provision of emergency services, the bill would expand the definition of a crime, thereby imposing a state-mandated local program.~~

This bill would require the State Department of Public Health to fund the provision of health and hygiene centers, as specified, for use by homeless persons in designated areas.

This bill would provide that its provisions address a matter of statewide concern. The bill would provide that its provisions are severable.

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

~~This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.~~

~~With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.~~

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

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

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

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

1 SECTION 1. This act shall be known and may be cited as the
2 ~~“Homeless Person’s Bill of Rights and Fairness Act.”~~ *Homeless*
3 *Person’s Bill of Rights and Fairness Act.*
4 SEC. 2. The Legislature finds and declares all of the following:
5 (a) In the State of California, there has been a long history of
6 discriminatory laws and ordinances that have disproportionately
7 affected people with low incomes and who are without homes,
8 including, but not limited to, all of the following:
9 (1) Jim Crow laws: After the Civil War, many states, especially
10 in the south, passed laws denying African Americans basic human
11 rights. In California, these laws also targeted Chinese immigrants.
12 In San Francisco, Chinese residents were forced to live in one area
13 of the city. The same segregation laws also prohibited interracial
14 marriage between Chinese and non-Chinese persons.
15 (2) Ugly laws: In 1867, San Francisco was the first city in the
16 country to pass a law making it illegal for people with “unsightly
17 or disgusting” disabilities to appear in public. In many cities, these
18 laws persisted until the 1970s.
19 (3) Anti-Okie laws: In 1937, California passed an Anti-Okie
20 law that criminalized “bringing or assisting in bringing” extremely
21 poor people into the state. The United States Supreme Court struck
22 down the law in 1941, when it declared that these laws are in
23 violation of the ~~Commerce Clause~~ *commerce clause*, and therefore
24 unconstitutional.
25 (4) ~~Sundown towns~~ *town ordinances*: Town policies and real
26 estate covenants were aimed at preventing minorities, *homeless*
27 *persons*, and other persons considered to be socially undesirable
28 from remaining within city limits after sunset. Thousands of these
29 towns existed prior to the *federal* Civil Rights Act of 1968, which
30 made these ordinances and covenants illegal.

1 (5) Vagrancy laws: Vagrancy laws have been held to be
2 discriminatory on their face because they criminalize a person's
3 status rather than a behavior. Nevertheless, these laws existed in
4 California until the Legislature revised them in 1961.

5 ~~(b) "Quality of life" ordinances, "civil sidewalk" ordinances,~~
6 ~~and similar initiatives—Act of living ordinances, often known as~~
7 ~~"quality of life ordinances" and other similar ordinances, are the~~
8 ~~modern reincarnations of laws of this kind. They are designed to~~
9 ~~force homeless people to flee local jurisdictions. These local~~
10 ~~ordinances result in de facto segregation as homeless people are~~
11 ~~forced out of specific jurisdictions or out of specific neighborhoods~~
12 ~~within jurisdictions. These discriminatory policies subject~~
13 ~~municipalities to an increased financial burden of caring for the~~
14 ~~homeless who have migrated there from their chosen home~~
15 ~~municipality in relief of the discriminatory legislation. These~~
16 ~~practices tend to condemn large groups of inhabitants to dwell in~~
17 ~~segregated districts or under depressed living conditions that result~~
18 ~~in crowded, unsanitary, substandard, and unhealthful~~
19 ~~accommodations. Furthermore, these policies result in~~
20 ~~criminalization of homeless persons who choose not to do not~~
21 ~~choose, or are unable, to migrate.~~

22 (c) Today, in the state, many people are denied the following:

23 (1) Housing due to their status of being homeless, living in a
24 shelter, a vehicle, the street, or the public domain.

25 ~~(2) Housing or shelter due to their status of being homeless and~~
26 ~~also a person with a disability.~~

27 ~~(3)~~

28 (2) Employment due to their current status of being homeless
29 or living in a shelter or a vehicle on the street.

30 ~~(4)~~

31 (3) Housing and employment as a result of not having a fixed
32 or residential mailing address or having a post office box as a
33 mailing address.

34 ~~(5)~~

35 (4) Equal protection of the laws and due process by law
36 enforcement and prosecuting agencies.

37 ~~(6)~~

38 (5) The ability to make certain purchases or enter certain contests
39 as a result of not having a fixed or residential mailing address or
40 having a post office box as a mailing address.

1 ~~(7)~~

2 (6) Access to safe, clean restrooms, *water*, and hygienic supplies
3 necessary to maintain health, safety, and dignity, *especially with*
4 *the proliferation of closures of public restrooms.*

5 (d) Homeless persons are unfairly targeted by law enforcement,
6 often resulting in the violation of ~~the~~ homeless persons'
7 constitutional rights. Lacking the resources necessary to obtain
8 adequate legal representation, homeless persons are often denied
9 relief or damages through the courts.

10 ~~(e) Homeless persons are often provided accommodations and~~
11 ~~shelter by private or public service providers that rarely have~~
12 *access to shelters, and when shelter is available, its conditions*
13 *can be so poor as to jeopardize their health and physical and mental*
14 *safety.*

15 (f) Homeless persons are often forced to separate from loved
16 ones, give up their personal property, abandon pets, and make
17 other inhumane choices in order to access even minimal shelter.

18 (g) *Lesbian, gay, bisexual, transgender, gender nonconforming,*
19 *and queer individuals often are forced to accept inappropriate or*
20 *unsafe accommodations to access publicly funded emergency*
21 *shelters.*

22 ~~(g)~~

23 (h) Children in homeless families are denied the ability to
24 continue receiving education in their preferred school if their
25 family's shelter lies outside the boundaries of their former district.

26 ~~(h)~~

27 (i) At the present time, many persons have been rendered
28 homeless as a result of a deep and prolonged economic recession,
29 a severe shortage of safe and affordable housing, *a failed mental*
30 *health system*, and a shrinking social safety net.

31 ~~(i)~~

32 (j) Section 1 of Article I of the California Constitution provides
33 that "[a]ll people are by nature free and independent and have
34 inalienable rights. Among these are enjoying and defending life
35 and liberty, acquiring, possessing, and protecting property, and
36 pursuing and obtaining safety, happiness, and privacy."

37 ~~(j) All laws, therefore, should be enacted for the good of the~~
38 ~~whole.~~

39 (k) Subdivision (a) of Section 7 of Article I of the California
40 Constitution provides, in part, that "[a] person may not be deprived

1 of life, liberty, or property without due process of law or denied
2 equal protection of the laws... ”

3 (I) Concordant with this fundamental belief, a person should
4 not be subject to discrimination based on his or her housing status,
5 income level, ~~or~~ mental or physical disability, *sexual orientation,*
6 *gender identity, citizenship, or immigration status.* Therefore, it
7 is the intent of the Legislature in enacting this act to *protect the*
8 *rights of all Californians, regardless of their housing status, and*
9 *to ameliorate the adverse effects visited upon individuals and our*
10 ~~communities when the residents of this state are homeless of~~
11 ~~homelessness on our communities.~~

12 SEC. 3. (a) *It is the intent of the Legislature to enact legislation*
13 *that would, except when otherwise not permitted by federal law,*
14 *ensure that everyone in the state has the right to all of the*
15 *following:*

16 (1) *Access to income sufficient for survival, regardless of*
17 *employment status or criminal justice background, including, but*
18 *not limited to, the right to receive funds through public welfare*
19 *programs, private donations, collecting recyclable goods, or*
20 *soliciting donations in public spaces.*

21 (2) *Safe, decent, permanent, and affordable housing, as soon*
22 *as possible, and the right to be free from further dislocation, unless*
23 *and until safe, decent, permanent, and affordable housing is*
24 *available.*

25 (3) *Access to clean and safe facilities 24 hours a day, seven*
26 *days a week, with clearly identifiable staff able to react to safety*
27 *concerns, including, but not limited to, shelters and drop-in centers*
28 *that meet basic health, hygiene, and dignity needs, including any*
29 *special needs of lesbian, gay, bisexual, or transgender individuals,*
30 *youths, families, or those with mental illness or physical*
31 *disabilities. This includes the right of all individuals to secure*
32 *shelter without being required to state their gender or to share*
33 *confidential health information protected by the federal Health*
34 *Insurance Portability and Accountability Act of 1996 (Public Law*
35 *104-191).*

36 (4) *As a child enrolled in a publicly funded school, be provided*
37 *by his or her school with the supplies necessary to promote*
38 *academic success, including, but not limited to, backpacks,*
39 *textbooks, notebooks, pencils, pens, and appropriate academic*
40 *technology.*

1 (5) *Nonemergency health care and access to medical facilities*
2 *that provide quality care for both physical and mental needs.*

3 (6) *Access to emergency services, including, but not limited to,*
4 *emergency rooms at hospitals, shelters, drop-in centers,*
5 *rehabilitation centers, education, and special training, without*
6 *the possibility of being denied based on race, color, sex, language,*
7 *religion, political or other opinion, national or social origin, sexual*
8 *orientation, gender identity, mental or physical disability, income*
9 *level, housing status, citizenship, or immigration status.*

10 (b) *It is the intent of the Legislature to enact legislation that*
11 *would require all state agencies to use the same definition for*
12 *“homeless persons or people” as follows: “Homeless” means*
13 *those individuals or families who lack a fixed, regular, and*
14 *adequate nighttime residence or who have primary nighttime*
15 *residence in a shelter, on the street, in a vehicle, in an enclosure*
16 *or structure that is not authorized or fit for human habitation,*
17 *substandard apartments, dwellings, doubled up temporarily with*
18 *friends or families, or staying in transitional housing programs.*
19 *“Homeless” also means any person residing anywhere without*
20 *tenancy rights, and families with children staying in a residential*
21 *hotel whether or not they have tenancy rights.*

22 (c) *It is the intent of the Legislature that publicly funded social*
23 *and health care services be offered in a sufficient quantity to meet*
24 *the population’s needs, without barriers, including geographical*
25 *barriers, such as making locations inconvenient or creating*
26 *screen-out barriers, or prohibiting access due to a person’s*
27 *inability to provide identification or criminal justice history, or*
28 *disability, in order that persons are reasonably able to reach and*
29 *use that service.*

30 ~~SEC. 3.—Section 51 of the Civil Code is amended to read:~~

31 ~~51. (a) This section shall be known, and may be cited, as the~~
32 ~~Unruh Civil Rights Act.~~

33 ~~(b) All persons within the jurisdiction of this state are free and~~
34 ~~equal, and no matter what their sex, race, color, religion, ancestry,~~
35 ~~national origin, disability, medical condition, genetic information,~~
36 ~~marital status, sexual orientation, or housing status, are entitled to~~
37 ~~the full and equal accommodations, advantages, facilities,~~
38 ~~privileges, or services in all business establishments of every kind~~
39 ~~whatsoever.~~

1 ~~(c) This section shall not be construed to confer any right or~~
2 ~~privilege on a person that is conditioned or limited by law or that~~
3 ~~is applicable alike to persons of every sex, color, race, religion,~~
4 ~~ancestry, national origin, disability, medical condition, marital~~
5 ~~status, sexual orientation, or housing status, or to persons regardless~~
6 ~~of their genetic information.~~

7 ~~(d) Nothing in this section shall be construed to require any~~
8 ~~construction, alteration, repair, structural or otherwise, or~~
9 ~~modification of any sort whatsoever, beyond that construction,~~
10 ~~alteration, repair, or modification that is otherwise required by~~
11 ~~other provisions of law, to any new or existing establishment,~~
12 ~~facility, building, improvement, or any other structure, nor shall~~
13 ~~anything in this section be construed to augment, restrict, or alter~~
14 ~~in any way the authority of the State Architect to require~~
15 ~~construction, alteration, repair, or modifications that the State~~
16 ~~Architect otherwise possesses pursuant to other laws.~~

17 ~~(e) For purposes of this section:~~

18 ~~(1) "Disability" means any mental or physical disability as~~
19 ~~defined in Sections 12926 and 12926.1 of the Government Code.~~

20 ~~(2) (A) "Genetic information" means, with respect to any~~
21 ~~individual, information about any of the following:~~

22 ~~(i) The individual's genetic tests.~~

23 ~~(ii) The genetic tests of family members of the individual.~~

24 ~~(iii) The manifestation of a disease or disorder in family~~
25 ~~members of the individual.~~

26 ~~(B) "Genetic information" includes any request for, or receipt~~
27 ~~of, genetic services, or participation in clinical research that~~
28 ~~includes genetic services, by an individual or any family member~~
29 ~~of the individual.~~

30 ~~(C) "Genetic information" does not include information about~~
31 ~~the sex or age of any individual.~~

32 ~~(3) "Housing status" means the status of having or not having~~
33 ~~a fixed or regular residence, including the status of living on the~~
34 ~~streets, in a vehicle, or in a homeless shelter, or similar temporary~~
35 ~~residence or elsewhere in the public domain.~~

36 ~~(4) "Medical condition" has the same meaning as defined in~~
37 ~~subdivision (j) of Section 12926 of the Government Code.~~

38 ~~(5) "Religion" includes all aspects of religious belief,~~
39 ~~observance, and practice.~~

1 ~~(6) “Sex” includes, but is not limited to, pregnancy, childbirth,~~
2 ~~or medical conditions related to pregnancy or childbirth. “Sex”~~
3 ~~also includes, but is not limited to, a person’s gender. “Gender”~~
4 ~~means sex, and includes a person’s gender identity and gender~~
5 ~~expression. “Gender expression” means a person’s gender-related~~
6 ~~appearance and behavior whether or not stereotypically associated~~
7 ~~with the person’s assigned sex at birth.~~

8 ~~(7) “Sex, race, color, religion, ancestry, national origin,~~
9 ~~disability, medical condition, genetic information, marital status,~~
10 ~~sexual orientation, or housing status” includes a perception that~~
11 ~~the person has any particular characteristic or characteristics within~~
12 ~~the listed categories or that the person is associated with a person~~
13 ~~who has, or is perceived to have, any particular characteristic or~~
14 ~~characteristics within the listed categories.~~

15 ~~(8) “Sexual orientation” has the same meaning as defined in~~
16 ~~subdivision (s) of Section 12926 of the Government Code.~~

17 ~~(f) A violation of the right of any individual under the federal~~
18 ~~Americans with Disabilities Act of 1990 (P.L. 101-336) shall also~~
19 ~~constitute a violation of this section.~~

20 SEC. 4. Part 2.2 (commencing with Section 53.1) is added to
21 Division 1 of the Civil Code, to read:

22
23 PART 2.2. HOMELESS PERSONS
24

25 53.1. For purposes of this part, the following definitions shall
26 apply:

27 ~~(a) “Access” means a service that is offered in a sufficient~~
28 ~~quantity to meet the population’s needs, without barriers, including~~
29 ~~geographical barriers, such as making locations inconvenient or~~
30 ~~creating screen-out barriers, or prohibiting access due to a person’s~~
31 ~~inability to provide identification or criminal justice history or~~
32 ~~disability, such that persons are reasonably able to reach and use~~
33 ~~that service.~~

34 ~~(a) “Access,” as applied to an existing facility, service, or public~~
35 ~~space means the ability and permission to enter and make use of~~
36 ~~the facility, service, or public space. Otherwise, “access” means~~
37 ~~the offering or availability of a facility or service.~~

38 ~~(b) “BID” means a business improvement district, as established~~
39 ~~under Chapter 2 (commencing with Section 36520) of Part 6 of~~
40 ~~Division 18 of, or Chapter 2 (commencing with Section 36620) of~~

1 *Part 7 of Division 18 of, the Streets and Highways Code, or any*
2 *public-private partnership established under any municipal or*
3 *county law authorized under Chapter 1 (commencing with Section*
4 *36500) of Part 6 of Division 18 of, or Chapter 1 (commencing with*
5 *Section 36600) of Part 7 of Division 18 of, the Streets and*
6 *Highways Code, whether or not the phrase “business improvement*
7 *district” is part of the public-private partnership’s name.*

8 (c) “~~BID agent~~” means any person hired by a ~~business~~
9 ~~improvement district~~ *BID* or any other public-private partnership
10 similar to a business improvement district.

11 (d) “Damages” means, but is not limited to, losses.

12 (e) “~~Harassment~~” means any behavior ~~committed by law~~
13 ~~enforcement, public or private security personnel, a BID agent,~~
14 ~~property manager, or business owner, which~~ *that* is meant to
15 intimidate or otherwise persuade an individual to alter his or her
16 behavior, whether or not otherwise lawful.

17 (f) ~~“Homeless”~~ “*Homeless persons*” or “*homeless people*”
18 means those individuals or families ~~who lack~~ *lacking* a fixed,
19 regular, and adequate nighttime residence ~~and who have~~ *residence,*
20 *or having* a primary nighttime residence in a shelter, on the street,
21 in a vehicle, in an enclosure or structure that is not authorized or
22 fit for human habitation, ~~in a substandard apartments, dwellings,~~
23 ~~doubled up apartment, dwelling, staying~~ temporarily with friends
24 or families, or staying in transitional housing programs:
25 “~~Homeless~~” means ~~any person staying in a residential hotel or~~
26 ~~residing anywhere~~ without tenancy rights, and families with
27 children staying in a residential hotel whether or not they have
28 tenancy rights.

29 (g) “Housing status” means the status of having or not having
30 a fixed or regular residence, including the status of living ~~on the~~
31 ~~streets~~ *outdoors*, in a vehicle, or in a homeless shelter, or similar
32 temporary residence or elsewhere in the public domain.

33 (h) “Lack of permanent mailing address” means the absence of
34 an address fixed to a permanent home, and may include, but is not
35 limited to, post office boxes, addresses of friends or family
36 members, and shelter addresses.

37 (i) “Lawful representative” means any person who has been
38 asked to advocate on behalf of a ~~victim~~ *person* or any class that a
39 ~~victim~~ *person* identifies with, including, but not limited to, a
40 ~~homeless-victim’s~~ *person’s* retained attorney, a nonprofit

1 organization that advocates on behalf of homeless ~~victims~~ persons,
 2 or a prosecuting attorney upon the request of a homeless ~~victim~~
 3 person.

4 (j) “Losses” means, but is not limited to, any deprivation of
 5 constitutionally held rights as well as the loss of property or
 6 physical and mental wellbeing.

7 (k) “Low income” is defined as income at or lower than twice
 8 the federal poverty level as established by the poverty guidelines
 9 updated periodically in the Federal Register by the United States
 10 Department of Health and Human Services under the authority of
 11 Section 9902(2) of Title 42 of the United States Code.

12 (l) “Public service” means any program or activity that is
 13 conducted, operated, or administered by the state, any state agency,
 14 or local government agency, is funded directly by the state or any
 15 local government, or received any financial assistance from the
 16 state or any local government.

17 ~~(k)~~

18 (m) “Public space” means any space that is predominantly within
 19 the public domain or that is held open to the public, including, but
 20 not limited to, plazas, courtyards, parking lots, sidewalks, public
 21 transportation, public buildings and ~~parks, and parks~~. “Public
 22 space” may also refer to those places that receive additional
 23 services through ~~business improvement districts~~ *BIDs* or other,
 24 similar public-private partnerships.

25 ~~(f)~~

26 (n) “Rest” means the state of not moving, holding certain
 27 postures that include, but are not limited to, sitting, standing,
 28 leaning, kneeling, squatting, sleeping, or lying.

29 ~~(m)~~

30 (o) “Soliciting donations” means asking for money, which
 31 includes panhandling.

32 ~~53.2. No person’s rights, privileges, or access to public services~~
 33 ~~may be denied or abridged because he or she is homeless, has a~~
 34 ~~low income, or suffers from a mental illness or physical disability.~~
 35 ~~Such a person shall be granted the same rights and privileges as~~
 36 ~~any other resident of this state. Every person in the state, regardless~~
 37 ~~of actual or perceived housing status, income level, mental illness,~~
 38 ~~or physical disability, shall be free from all of the following:~~

39 ~~(a) Any type of discriminatory treatment by law enforcement,~~
 40 ~~public or private security personnel, business owners, property~~

1 managers, or BID agents, including, but not limited to, harassment,
2 intimidation, or selective enforcement.

3 ~~(b) Discrimination while seeking or maintaining employment~~
4 ~~due to his or her condition of being homeless, lack of permanent~~
5 ~~mailing address, or his or her current income level.~~

6 ~~(c) Abuse, both verbal and physical, discrimination, or~~
7 ~~harassment in the workplace.~~

8 ~~(d) Discrimination while seeking or maintaining housing or~~
9 ~~shelter.~~

10 ~~(e) Unreasonable searches or seizures of his or her personal~~
11 ~~property, including property stored in vehicles, tents, grocery carts,~~
12 ~~bags, or any other carrying or storage device, if the intervention~~
13 ~~of law enforcement is based upon the actual or perceived housing~~
14 ~~status, income level, mental illness, or physical disability of the~~
15 ~~person in possession of the property.~~

16 ~~(f) Discrimination while seeking services, including, but not~~
17 ~~limited to, public benefits, medical care, or help from the police.~~

18 ~~(g) Discrimination in completing all steps necessary to vote,~~
19 ~~including obtaining documentation necessary for obtaining~~
20 ~~identification or otherwise needed for registering or voting.~~

21 ~~(h) Discrimination when purchasing goods or services or~~
22 ~~entering contests from any business operating in the state,~~
23 ~~including, but not limited to, banks, schools, government offices,~~
24 ~~and medical facilities.~~

25 ~~53.3.~~

26 53.2. (a) Every person in the state, regardless of actual or
27 perceived housing status, ~~income level, mental illness, or physical~~
28 ~~disability, low income, sexual orientation, gender identity,~~
29 ~~citizenship, or immigration status,~~ shall have the right to all of the
30 following basic human rights and legal and civil protections, *except*
31 *when prohibited by federal law:*

32 (a)

33 (1) ~~The right to use and move freely in the same manner as any~~
34 ~~other person in public spaces, including, but not limited to, plazas,~~
35 ~~parking lots, public sidewalks, public parks, public transportation,~~
36 ~~public streets, and public buildings, in the same manner as any~~
37 ~~other person, and without discrimination by law enforcement,~~
38 ~~public or private security personnel, or BID agents.~~

39 (b)

1 (2) The right to rest *and sleep* in public spaces without being
2 subject to criminal or civil sanctions, harassment, or arrest by law
3 enforcement, public or private security personnel, or BID agents,
4 as long as such rest does not maliciously or substantially obstruct
5 a passageway.

6 ~~(e)~~

7 (3) The right to ~~own and possess~~ *set down or leave at rest*
8 personal property in public spaces without being subject to criminal
9 or civil sanctions, harassment, or arrest by law enforcement, public
10 or private security personnel, or BID agents, as long as that
11 personal property does not maliciously or substantially obstruct a
12 passageway, *or the possession or placement of that personal*
13 *property does not deny another of the right to property. This*
14 *includes the right to restitution for loss of property or personal*
15 *effects and belongings if the property or personal effects are*
16 *confiscated, removed, damaged, or destroyed by law enforcement,*
17 *public or private security personnel, or BID agents in violation of*
18 *this paragraph or any other protections of property provided under*
19 *state or federal law.*

20 ~~(d)~~

21 (4) The right to share, accept, or give food in public spaces
22 without being subject to criminal or civil sanctions, harassment,
23 or arrest by law enforcement, public or private security personnel,
24 or BID agents.

25 ~~(e)~~

26 (5) The right to the same protections that law enforcement
27 agencies afford to ~~all other citizens~~ *the general public*, including,
28 but not limited to, the right to reasonable protection from *assault,*
29 *domestic violence, sexual assault, hate crimes, or robberies.*

30 ~~(f) The right to engage in life sustaining activities that must be~~
31 ~~carried out in public spaces because of homelessness, including,~~
32 ~~but not limited to, eating, congregating, possessing and storing~~
33 ~~personal property, urinating, or collecting and possessing goods~~
34 ~~for recycling, even if those goods contain alcoholic residue, without~~
35 ~~being subject to criminal or civil sanctions, harassment, or arrest~~
36 ~~by law enforcement, public or private security personnel, or BID~~
37 ~~agents.~~

38 (6) *The right to sleep, sit, lie down, stand, eat, solicit donations,*
39 *or share food in a public place or in a vehicle in a public place,*
40 *without being subject to criminal or civil sanctions or arrest by*

1 law enforcement, public or private security personnel, or BID
2 agents, except that law enforcement may enforce existing local
3 laws if all of the following are true: (1) the person's county of
4 residence maintains 12 months per year of nonmedical assistance
5 provided for in Section 17000 of the Welfare and Institutions Code
6 for employable, able-bodied adults without dependents who are
7 compliant with program rules established by the county, including
8 work requirements; (2) the locality is not a geographical area
9 identified by the United States Department of Labor in accordance
10 with Subpart A of Part 654 of Section 20 of the Code of Federal
11 Regulations as an area of concentrated unemployment or
12 underemployment or an area of labor surplus; and (3) the public
13 housing waiting list maintained by the county contains fewer than
14 50 persons.

15 (7) The right to be self-employed, including, but not limited to,
16 the right to seek self-employment in junk removal and recycling
17 that requires the collection, possession, redemption, and storage
18 of goods for reuse and recycling, without being subject to criminal
19 or civil sanctions, harassment, or arrest by law enforcement, public
20 or private security personnel, or BID agents.

21 ~~(g)~~

22 (8) The right to pray, meditate, or practice religion in public
23 spaces, without being subject to criminal or civil sanctions,
24 harassment, or arrest by law enforcement, public or private security
25 personnel, or BID agents.

26 ~~(h) The right to 24 hours a day, seven days a week access to
27 clean and safe public restrooms.~~

28 ~~(i) The right to 24 hours a day, seven days a week access to
29 hygienic provisions, either through government-funded distribution
30 of hygienic kits or the availability of clean and safe public shower
31 facilities.~~

32 ~~(j) The right to access clean, fresh water normally available to
33 the general public for washing hands or bathing.~~

34 ~~(k) The right to access income sufficient for survival, regardless
35 of employment status or criminal justice background, including,
36 but not limited to, the right to receive funds through public welfare
37 programs, private donations, collecting recyclable goods, or
38 soliciting donations in public spaces.~~

39 ~~(l) The right to safe, decent, permanent, affordable housing, as
40 soon as possible, and the right to be free from further dislocation,~~

1 unless and until such time as safe, decent, permanent, affordable
2 housing is available.

3 ~~(m) The right to 24 hours a day, seven days a week access to~~
4 ~~clean and safe facilities with clearly identifiable staff able to react~~
5 ~~to safety concerns, including, but not limited to, shelters and~~
6 ~~drop-in centers that meet basic health, hygiene, and dignity needs,~~
7 ~~including any special needs of lesbian, gay, bisexual, or transgender~~
8 ~~individuals, youths, families, or those with mental illness or~~
9 ~~physical disabilities:~~

10 ~~(n)~~

11 ~~(9) The right to make his or her own decisions regarding whether~~
12 ~~or not to enter into *decline admittance* to a public or private shelter~~
13 ~~or any other accommodation, including social services programs,~~
14 ~~for any reason he or she sees fit, without facing criminal or civil~~
15 ~~sanctions, harassment, or arrest, *or threats of these actions*, from~~
16 ~~law enforcement, public or private security personnel, or BID~~
17 ~~agents.~~

18 ~~(o)~~

19 ~~(10) The right to occupy ~~vehicles~~ a motor vehicle, as defined~~
20 ~~in Section 415 of the Vehicle Code, or recreational vehicle, as~~
21 ~~defined in Section 18010 of the Health and Safety Code, either to~~
22 ~~rest, sleep, or use for the purposes of shelter, for 24 hours a day,~~
23 ~~seven days a week while provided that the vehicle is legally parked~~
24 ~~on public property, without facing criminal or civil sanctions,~~
25 ~~harassment, or arrest, *or threats of these actions*, from law~~
26 ~~enforcement, public or private security personnel, or BID agents.~~

27 ~~(p)~~

28 ~~(11) If the person is a child or youth, the right to state and~~
29 ~~federal enforcement of the educational protections under the federal~~
30 ~~McKinney-Vento Act (42 U.S.C. Sec. 11432), particularly with~~
31 ~~regard to Sections 11432(e)(3)(C)(ii)(I) and 11432(e)(3)(C)(ii)(II)~~
32 ~~of Title 42 of the United States Code, which provide that a school~~
33 ~~shall provide assistance to the parent or guardian of each homeless~~
34 ~~child or youth (or, in the case of an unaccompanied youth, the~~
35 ~~youth) to exercise the right to attend the parent's or guardian's (or~~
36 ~~youth's) choice of school, and a school shall coordinate with the~~
37 ~~local educational agency with jurisdiction for the school selected~~
38 ~~by the parent or guardian (or youth), to provide transportation and~~
39 ~~other necessary services.~~

1 ~~(q) If a child or youth, the right to be provided, by his or her~~
2 ~~school, with the supplies necessary to promote academic success,~~
3 ~~including, but not limited to, backpacks, textbooks, notebooks,~~
4 ~~pencils, pens, and appropriate academic technology.~~

5 ~~(r) The right to access medical facilities and health care, both~~
6 ~~emergency and nonemergency health care, that provide quality~~
7 ~~care for both physical and mental needs.~~

8 ~~(s)~~

9 (12) The right to be protected from disclosure of his or her
10 records and information ~~within~~ *from* homeless shelters, medical
11 centers, schools, or any other service provider to law enforcement
12 agencies without appropriate legal authority, and the right to
13 confidentiality of personal records and information in accordance
14 with all limitations on disclosure established by the federal
15 Homeless Management Information Systems, the federal Health
16 Insurance Portability and Accountability Act of 1996 ~~(P.L. (Public~~
17 ~~Law 104-191), and the federal Violence Against Women Act~~ ~~(P.L.~~
18 ~~(Public Law 103-322).~~

19 ~~(t)~~

20 (13) The right to confidentiality of personal records regarding
21 housing status, income level, mental illness, ~~or~~ physical disability,
22 *sexual orientation, gender identity, citizenship, or immigration*
23 *status*, and to protection from disclosure of ~~such the~~ information
24 and records to landlords and employers.

25 ~~(u) The right to assistance of counsel in any judicial proceeding~~
26 ~~subject to Section 40508 of the Vehicle Code, Section 853.6, 853.7,~~
27 ~~or 853.8 of the Penal Code, or any similar provision of law~~
28 ~~authorizing arrest for failure to appear or pay bail of the amount~~
29 ~~listed on the notice to appear.~~

30 (14) (A) *If a county chooses to initiate judicial proceedings*
31 *subject to Section 40508 of the Vehicle Code, Section 853.6, 853.7,*
32 *or 853.8 of the Penal Code, or any similar law authorizing arrest*
33 *for failure to appear or pay bail of the amount listed on the notice*
34 *to appear, the defendant shall be guaranteed the right to assistance*
35 *of counsel. The accused shall be advised of this right to counsel*
36 *before entering a plea, and any waiver of this right shall be explicit.*
37 *If the district attorney's office or its agent is representing the state*
38 *in any part of an infraction proceeding, the accused shall have the*
39 *right to assistance of counsel with regard to that infraction.*

1 (B) *The county where the citation was issued shall pay the cost*
2 *of providing counsel under this section.*

3 (C) *A county shall not use penalties under Section 1214.1 of*
4 *the Penal Code or any other civil assessment scheme in the*
5 *prosecution of municipal infractions unless the defendant was the*
6 *driver of a vehicle.*

7 ~~(v)~~

8 (15) *The right to assistance of counsel in any civil or criminal*
9 *proceeding that may result in commitment to a public health*
10 *institution.*

11 ~~(w) The right to restitution for loss of property or personal~~
12 ~~effects and belongings if the property or personal effects are~~
13 ~~unlawfully confiscated, removed, damaged, or destroyed by law~~
14 ~~enforcement, public or private security personnel, or BID agents.~~

15 (16) *The right to be free from arbitrary arrest, detention, or*
16 *deportation, handed over to another law enforcement agency, or*
17 *deported, without guarantees necessary for his or her timely*
18 *defense.*

19 (b) *This section shall not be construed to eliminate any*
20 *protection or right to representation available under Sections 5365*
21 *and 6500 of the Welfare and Institutions Code.*

22 ~~53.4.~~

23 53.3. (a) ~~A public employee shall be immune from civil or~~
24 ~~criminal liability, and shall not be retaliated against by his or her~~
25 ~~employer, for offering public resources to a homeless person in~~
26 ~~order to protect that person from harm, including, but not limited~~
27 ~~to, for offering or providing food, blankets, first-aid supplies, or~~
28 ~~water.~~

29 (b) ~~Any person or organization offering food in public~~
30 ~~spaces to any person pursuant to this part shall not be subject to~~
31 ~~criminal or civil sanctions, arrest, or harassment by law~~
32 ~~enforcement, public or private security personnel, or BID agents.~~

33 ~~(c) Any person or organization offering religious teachings or~~
34 ~~services in public spaces to any person pursuant to this part shall~~
35 ~~not be subject to criminal or civil sanctions, arrest, or harassment~~
36 ~~by law enforcement, public or private security personnel, or BID~~
37 ~~agents.~~

38 ~~53.5. To monitor the enforcement of local ordinances or the~~
39 ~~imposition of infractions against persons that are homeless, have~~
40 ~~low income, or suffer from mental illness or physical disability,~~

1 and to ensure that the provisions of this part are adequately adhered
2 to by law enforcement, every local law enforcement agency shall
3 compile and make publicly available information regarding the
4 number of citations, arrests, and other enforcement activities made
5 by the local law enforcement agency by ordinance or infraction,
6 as well as the housing status of those being cited, arrested, or
7 otherwise subject to enforcement. The local law enforcement
8 agency shall report this information to the Attorney General on an
9 annual basis.

10 53.4. (a) Every local government and disadvantaged
11 unincorporated community within the state shall have sufficient
12 health and hygiene centers available 24 hours a day, seven days
13 a week, for use by homeless people. These facilities may be part
14 of the Neighborhood Health Center Program.

15 (b) For purposes of subdivision (a), the health and hygiene
16 centers shall be funded by the State Department of Public Health
17 through those county agencies that oversee public health programs,
18 and, at a minimum, shall contain public bathroom and shower
19 facilities.

20 (c) The State Department of Public Health shall distribute public
21 bulletins and notices identifying the facilities to be used as health
22 and hygiene centers.

23 (d) For purposes of this section, “disadvantaged unincorporated
24 community” means a fringe, island, or legacy community in which
25 the median household income is 80 percent less than the statewide
26 median household income.

27 53.5. (a) To ensure equitable and cost-effective enforcement
28 of the Homeless Person’s Bill of Rights and Fairness Act (Ch. ____,
29 Stats. 2013), every local law enforcement agency shall annually
30 compile and review the number of citations, arrests, and other
31 enforcement activities made pursuant to laws prohibiting the
32 following:

33 (1) Obstructing a sidewalk, whether by a person or personal
34 property.

35 (2) Loitering.

36 (3) Sitting.

37 (4) Lying down.

38 (5) Camping.

39 (6) Public lodging, including the prohibition specified in
40 subdivision (e) of Section 647 of the Penal Code.

- 1 (7) *Sleeping in a public place.*
2 (8) *Soliciting donations.*
3 (9) *Soliciting donations at certain restricted locations, including*
4 *citing people for panhandling under Section 22520.5 of the Vehicle*
5 *Code.*
6 (10) *Bathing in public places.*
7 (11) *Sharing or receiving food.*
8 (12) *Inhabiting or sleeping in a vehicle.*
9 (13) *Violating public park closure laws.*
10 (14) *Crossing streets or highways at particular locations,*
11 *including subdivisions (c) and (d) of Section 21451 of, subdivision*
12 *(d) of Section 21453 of, subdivision (b) of Section 21456 of, Section*
13 *21461.5 of, subdivision (b) of Section 21950 of, Section 21954 of,*
14 *Section 21955 of, and subdivision (a) of Section 21956 of, the*
15 *Vehicle Code.*
16 (15) *Trespassing, unless the trespassing charge is coupled with*
17 *any misdemeanor or felony, except those misdemeanors that are*
18 *included in Section 372 of, and subdivisions (h) to (j), inclusive,*
19 *and subdivisions (l) and (m), of Section 602 of, the Penal Code.*
20 (16) *Any other local or state law enforced against homeless*
21 *persons and identified by the Attorney General's office, a city*
22 *attorney's office, or any nonprofit organization whose work or*
23 *mission includes assistance to research about, or advocate for,*
24 *poor and homeless people.*
25 (b) *A local law enforcement agency shall make this information*
26 *publicly available under the terms set forth in the California Public*
27 *Records Act (Chapter 3.5 (commencing with Section 6250) of*
28 *Division 7 of Title 1 of the Government Code).*
29 (c) *A local law enforcement agency shall report the information*
30 *specified in this section to the Attorney General's office on an*
31 *annual basis.*
32 53.6. (a) Any person whose rights have been violated under
33 this part may enforce those rights and he or she, or his or her lawful
34 representative, may file a motion for relief in any trial or appellate
35 court with jurisdiction over the case as a matter of right. The court
36 shall act promptly on any motion for relief under this part.
37 (b) Any civil action alleging a violation of this part may be
38 brought against any person, entity, public entity, or public
39 employee. The court may award punitive damages, if applicable,
40 appropriate injunctive and declaratory relief, actual damages,

1 compensatory damages, general damages, special damages,
2 exemplary damages, statutory damages of one thousand dollars
3 (\$1,000) per violation, if applicable, and reasonable attorneys' fees
4 and costs to a prevailing plaintiff.

5 ~~SEC. 5.— Section 54 of the Civil Code is amended to read:~~

6 ~~54. (a) Individuals with disabilities or medical conditions have~~
7 ~~the same right as the general public to the full and free use of the~~
8 ~~streets, highways, sidewalks, walkways, public buildings, medical~~
9 ~~facilities, including hospitals, clinics, and physicians' offices;~~
10 ~~public facilities, and other public places.~~

11 ~~(b) For purposes of this section:~~

12 ~~(1) "Disability" means any mental or physical disability as~~
13 ~~defined in Section 12926 of the Government Code.~~

14 ~~(2) "Medical condition" has the same meaning as defined in~~
15 ~~subdivision (j) of Section 12926 of the Government Code.~~

16 ~~(c) A violation of the right of an individual under the Americans~~
17 ~~with Disabilities Act of 1990 (Public Law 101-336) also constitutes~~
18 ~~a violation of this section.~~

19 ~~SEC. 6.— Section 32228 of the Education Code is amended to~~
20 ~~read:~~

21 ~~32228. (a) It is the intent of the Legislature that public schools~~
22 ~~servng pupils in any of grades 8 to 12, inclusive, have access to~~
23 ~~supplemental resources to establish programs and strategies that~~
24 ~~promote school safety and emphasize violence prevention among~~
25 ~~children and youth in public schools.~~

26 ~~(b) It is also the intent of the Legislature that public schools~~
27 ~~have access to supplemental resources to combat bias on the basis~~
28 ~~of race, color, religion, ancestry, national origin, disability, gender,~~
29 ~~gender identity, gender expression, or sexual orientation, as defined~~
30 ~~in subdivision (s) of Section 12926 of the Government Code, and~~
31 ~~to prevent and respond to acts of hate violence and bias-related~~
32 ~~incidents.~~

33 ~~(c) It is further the intent of the Legislature that schoolsites~~
34 ~~receiving funds pursuant to this article accomplish all of the~~
35 ~~following goals:~~

36 ~~(1) Teach pupils techniques for resolving conflicts without~~
37 ~~violence.~~

38 ~~(2) Train school staff and administrators to support and promote~~
39 ~~conflict resolution and mediation techniques for resolving conflicts~~
40 ~~between and among pupils.~~

1 ~~(3) Reduce incidents of violence at the schoolsite with an~~
2 ~~emphasis on prevention and early detection.~~

3 ~~(4) Provide age-appropriate instruction in domestic violence~~
4 ~~prevention, dating violence prevention, and interpersonal violence~~
5 ~~prevention.~~

6 ~~SEC. 7. Section 354.5 of the Elections Code is amended to~~
7 ~~read:~~

8 ~~354.5. (a) "Signature" includes either of the following:~~

9 ~~(1) A person's mark if the name of the person affixing the mark~~
10 ~~is written near the mark by a witness over 18 years of age~~
11 ~~designated by the person and the designee subscribes his or her~~
12 ~~own name as a witness thereto. For purposes of this paragraph, a~~
13 ~~signature stamp may be used as a mark, provided that the~~
14 ~~authorized user complies with the provisions of this paragraph.~~

15 ~~(2) An impression made by the use of a signature stamp pursuant~~
16 ~~to the requirements specified in subdivision (c).~~

17 ~~(b) A mark attested as provided in paragraph (1) of subdivision~~
18 ~~(a), or an impression made by a signature stamp as provided in~~
19 ~~paragraph (2) of subdivision (a), may serve as a signature for any~~
20 ~~purpose specified in this code, including a sworn statement.~~

21 ~~(c) An authorized user of a signature stamp may use it to affix~~
22 ~~a signature to a document or writing any time that a signature is~~
23 ~~required by this code, provided that all of the following conditions,~~
24 ~~as applicable, are met:~~

25 ~~(1) A signature stamp used to obtain a ballot or vote by mail~~
26 ~~ballot in any local, state, or federal election shall be used only by~~
27 ~~the authorized user of that signature stamp.~~

28 ~~(2) A signature stamp shall be affixed by the authorized user in~~
29 ~~the presence of the Secretary of State, his or her designee, the local~~
30 ~~elections official, or his or her designee, to obtain a ballot, in any~~
31 ~~local, state, or federal election unless the authorized user of the~~
32 ~~signature stamp votes by vote by mail ballot. If the owner of a~~
33 ~~signature stamp votes by vote by mail ballot, he or she shall affix~~
34 ~~the signature stamp on the identification envelope in accordance~~
35 ~~with Section 3019.~~

36 ~~(d) A signature affixed with a signature stamp by an authorized~~
37 ~~user in accordance with this section shall be treated in the same~~
38 ~~manner as a signature made in writing.~~

39 ~~(e) A registered voter or any person who is eligible to vote, who~~
40 ~~qualifies as an authorized user pursuant to paragraph (1) of~~

1 ~~subdivision (g), may use a signature stamp only after he or she~~
2 ~~first submits his or her affidavit of registration or a new affidavit~~
3 ~~of registration, whichever is applicable, in the presence of a county~~
4 ~~elections official, using the signature stamp to sign the affidavit.~~

5 ~~(f) The Secretary of State shall report to the Legislature not later~~
6 ~~than January 1, 2009, regarding the use of signature stamps during~~
7 ~~the 2008 elections.~~

8 ~~(g) The following definitions apply for purposes of this section:~~

9 ~~(1) "Authorized user" means either of the following:~~

10 ~~(A) A person with a disability who, by reason of that disability,~~
11 ~~is unable to write and who owns a signature stamp.~~

12 ~~(B) A person using the signature stamp on behalf of the owner~~
13 ~~of the stamp with the owner's express consent and in the presence~~
14 ~~of the owner.~~

15 ~~(2) "Disability" means a medical condition, mental disability,~~
16 ~~or physical disability, as those terms are defined in subdivisions~~
17 ~~(j), (k), and (m) of Section 12926 of the Government Code.~~

18 ~~(3) "Signature stamp" means a stamp that contains the~~
19 ~~impression of any of the following:~~

20 ~~(A) The actual signature of a person with a disability.~~

21 ~~(B) A mark or symbol that is adopted by the person with the~~
22 ~~disability.~~

23 ~~(C) A signature of the name of a person with a disability that is~~
24 ~~made by another person and is adopted by the person with the~~
25 ~~disability.~~

26 ~~SEC. 8. Section 11135 of the Government Code is amended~~
27 ~~to read:~~

28 ~~11135. (a) No person in the State of California shall, on the~~
29 ~~basis of race, national origin, ethnic group identification, religion,~~
30 ~~age, sex, sexual orientation, color, genetic information, disability,~~
31 ~~or housing status, be unlawfully denied full and equal access to~~
32 ~~the benefits of, or be unlawfully subjected to discrimination under,~~
33 ~~any program or activity that is conducted, operated, or administered~~
34 ~~by the state or by any state agency, is funded directly by the state,~~
35 ~~or receives any financial assistance from the state. Notwithstanding~~
36 ~~Section 11000, this section applies to the California State~~
37 ~~University.~~

38 ~~(b) With respect to discrimination on the basis of disability,~~
39 ~~programs and activities subject to subdivision (a) shall meet the~~
40 ~~protections and prohibitions contained in Section 202 of the federal~~

1 Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132),
2 and the federal rules and regulations adopted in implementation
3 thereof, except that if the laws of this state prescribe stronger
4 protections and prohibitions, the programs and activities subject
5 to subdivision (a) shall be subject to the stronger protections and
6 prohibitions.

7 (c) (1) As used in this section, “disability” means any mental
8 or physical disability, as defined in Section 12926.

9 (2) The Legislature finds and declares that the amendments
10 made to this act are declarative of existing law. The Legislature
11 further finds and declares that in enacting Senate Bill 105 of the
12 2001–02 Regular Session (Chapter 1102 of the Statutes of 2002),
13 it was the intention of the Legislature to apply subdivision (d) to
14 the California State University in the same manner that
15 subdivisions (a), (b), and (c) already applied to the California State
16 University, notwithstanding Section 11000. In clarifying that the
17 California State University is subject to paragraph (2) of
18 subdivision (d), it is not the intention of the Legislature to increase
19 the cost of developing or procuring electronic and information
20 technology. The California State University shall, however, in
21 determining the cost of developing or procuring electronic or
22 information technology, consider whether technology that meets
23 the standards applicable pursuant to paragraph (2) of subdivision
24 (d) will reduce the long-term cost incurred by the California State
25 University in providing access or accommodations to future users
26 of this technology who are persons with disabilities, as required
27 by existing law, including this section, Title II of the federal
28 Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101
29 and following), and Section 504 of the Rehabilitation Act of 1973
30 (29 U.S.C. Sec. 794).

31 (d) (1) The Legislature finds and declares that the ability to
32 utilize electronic or information technology is often an essential
33 function for successful employment in the current work world.

34 (2) In order to improve accessibility of existing technology, and
35 therefore increase the successful employment of individuals with
36 disabilities, particularly blind and visually impaired and deaf and
37 hard-of-hearing persons, state governmental entities, in developing,
38 procuring, maintaining, or using electronic or information
39 technology, either indirectly or through the use of state funds by
40 other entities, shall comply with the accessibility requirements of

1 Section 508 of the federal Rehabilitation Act of 1973, as amended
2 (29 U.S.C. Sec. 794d), and regulations implementing that act as
3 set forth in Part 1194 of Title 36 of the Federal Code of
4 Regulations.

5 ~~(3) Any entity that contracts with a state or local entity subject~~
6 ~~to this section for the provision of electronic or information~~
7 ~~technology or for the provision of related services shall agree to~~
8 ~~respond to, and resolve any complaint regarding accessibility of~~
9 ~~its products or services that is brought to the attention of the entity.~~

10 ~~(c) As used in this section, “sex” and “sexual orientation” have~~
11 ~~the same meanings as those terms are defined in subdivisions (r)~~
12 ~~and (s) of Section 12926.~~

13 ~~(f) As used in this section, “race, national origin, ethnic group~~
14 ~~identification, religion, age, sex, sexual orientation, color, or~~
15 ~~disability” includes a perception that a person has any of those~~
16 ~~characteristics or that the person is associated with a person who~~
17 ~~has, or is perceived to have, any of those characteristics.~~

18 ~~(g) As used in this section, “genetic information” has the same~~
19 ~~definition as in paragraph (2) of subdivision (c) of Section 51 of~~
20 ~~the Civil Code.~~

21 ~~(h) As used in this section, “housing status” means the status~~
22 ~~of having or not having a fixed or regular residence, including the~~
23 ~~status of living on the streets, in a vehicle, or in a homeless shelter,~~
24 ~~or similar temporary residence or elsewhere in the public domain.~~

25 ~~SEC. 9. Section 12920 of the Government Code is amended~~
26 ~~to read:~~

27 ~~12920. It is hereby declared as the public policy of this state~~
28 ~~that it is necessary to protect and safeguard the right and~~
29 ~~opportunity of all persons to seek, obtain, and hold employment~~
30 ~~without discrimination or abridgment on account of race, religious~~
31 ~~creed, color, national origin, ancestry, physical disability, mental~~
32 ~~disability, medical condition, genetic information, marital status,~~
33 ~~sex, gender, gender identity, gender expression, age, sexual~~
34 ~~orientation, or housing status.~~

35 ~~It is recognized that the practice of denying employment~~
36 ~~opportunity and discriminating in the terms of employment for~~
37 ~~these reasons foments domestic strife and unrest, deprives the state~~
38 ~~of the fullest utilization of its capacities for development and~~
39 ~~advancement, and substantially and adversely affects the interests~~
40 ~~of employees, employers, and the public in general.~~

1 Further, the practice of discrimination because of race, color,
2 religion, sex, gender, gender identity, gender expression, sexual
3 orientation, marital status, national origin, ancestry, familial status,
4 source of income, disability, genetic information, or housing status
5 in housing accommodations is declared to be against public policy.

6 It is the purpose of this part to provide effective remedies that
7 will eliminate these discriminatory practices.

8 This part shall be deemed an exercise of the police power of the
9 state for the protection of the welfare, health, and peace of the
10 people of this state.

11 ~~SEC. 10.~~ Section 12921 of the Government Code is amended
12 to read:

13 ~~12921. (a) The opportunity to seek, obtain, and hold~~
14 ~~employment without discrimination because of race, religious~~
15 ~~creed, color, national origin, ancestry, physical disability, mental~~
16 ~~disability, medical condition, genetic information, marital status,~~
17 ~~sex, gender, gender identity, gender expression, age, sexual~~
18 ~~orientation, or housing status is hereby recognized as and declared~~
19 ~~to be a civil right.~~

20 ~~(b) The opportunity to seek, obtain, and hold housing without~~
21 ~~discrimination because of race, color, religion, sex, gender, gender~~
22 ~~identity, gender expression, sexual orientation, marital status,~~
23 ~~national origin, ancestry, familial status, source of income,~~
24 ~~disability, genetic information, housing status, or any other basis~~
25 ~~prohibited by Section 51 of the Civil Code is hereby recognized~~
26 ~~as and declared to be a civil right.~~

27 ~~SEC. 11.~~ Section 12926 of the Government Code is amended
28 to read:

29 ~~12926. As used in this part in connection with unlawful~~
30 ~~practices, unless a different meaning clearly appears from the~~
31 ~~context:~~

32 ~~(a) "Affirmative relief" or "prospective relief" includes the~~
33 ~~authority to order reinstatement of an employee, awards of backpay,~~
34 ~~reimbursement of out-of-pocket expenses, hiring, transfers,~~
35 ~~reassignments, grants of tenure, promotions, cease and desist~~
36 ~~orders, posting of notices, training of personnel, testing, expunging~~
37 ~~of records, reporting of records, and any other similar relief that~~
38 ~~is intended to correct unlawful practices under this part.~~

39 ~~(b) "Age" refers to the chronological age of any individual who~~
40 ~~has reached his or her 40th birthday.~~

1 ~~(c) “Employee” does not include any individual employed by~~
2 ~~his or her parents, spouse, or child, or any individual employed~~
3 ~~under a special license in a nonprofit sheltered workshop or~~
4 ~~rehabilitation facility.~~

5 ~~(d) “Employer” includes any person regularly employing five~~
6 ~~or more persons, or any person acting as an agent of an employer,~~
7 ~~directly or indirectly, the state or any political or civil subdivision~~
8 ~~of the state, and cities, except as follows:~~

9 ~~“Employer” does not include a religious association or~~
10 ~~corporation not organized for private profit.~~

11 ~~(e) “Employment agency” includes any person undertaking for~~
12 ~~compensation to procure employees or opportunities to work.~~

13 ~~(f) “Essential functions” means the fundamental job duties of~~
14 ~~the employment position the individual with a disability holds or~~
15 ~~desires. “Essential functions” does not include the marginal~~
16 ~~functions of the position.~~

17 ~~(1) A job function may be considered essential for any of several~~
18 ~~reasons, including, but not limited to, any one or more of the~~
19 ~~following:~~

20 ~~(A) The function may be essential because the reason the~~
21 ~~position exists is to perform that function.~~

22 ~~(B) The function may be essential because of the limited number~~
23 ~~of employees available among whom the performance of that job~~
24 ~~function can be distributed.~~

25 ~~(C) The function may be highly specialized, so that the~~
26 ~~incumbent in the position is hired for his or her expertise or ability~~
27 ~~to perform the particular function.~~

28 ~~(2) Evidence of whether a particular function is essential~~
29 ~~includes, but is not limited to, the following:~~

30 ~~(A) The employer’s judgment as to which functions are essential.~~

31 ~~(B) Written job descriptions prepared before advertising or~~
32 ~~interviewing applicants for the job.~~

33 ~~(C) The amount of time spent on the job performing the function.~~

34 ~~(D) The consequences of not requiring the incumbent to perform~~
35 ~~the function.~~

36 ~~(E) The terms of a collective bargaining agreement.~~

37 ~~(F) The work experiences of past incumbents in the job.~~

38 ~~(G) The current work experience of incumbents in similar jobs.~~

39 ~~(g) (1) “Genetic information” means, with respect to any~~
40 ~~individual, information about any of the following:~~

- 1 ~~(A) The individual's genetic tests.~~
2 ~~(B) The genetic tests of family members of the individual.~~
3 ~~(C) The manifestation of a disease or disorder in family members~~
4 ~~of the individual.~~
5 ~~(2) "Genetic information" includes any request for, or receipt~~
6 ~~of, genetic services, or participation in clinical research that~~
7 ~~includes genetic services, by an individual or any family member~~
8 ~~of the individual.~~
9 ~~(3) "Genetic information" does not include information about~~
10 ~~the sex or age of any individual.~~
11 ~~(h) "Housing status" means the status of having or not having~~
12 ~~a fixed or regular residence, including the status of living on the~~
13 ~~streets, in a vehicle, or in a homeless shelter, or similar temporary~~
14 ~~residence or elsewhere in the public domain.~~
15 ~~(i) "Labor organization" includes any organization that exists~~
16 ~~and is constituted for the purpose, in whole or in part, of collective~~
17 ~~bargaining or of dealing with employers concerning grievances,~~
18 ~~terms or conditions of employment, or of other mutual aid or~~
19 ~~protection.~~
20 ~~(j) "Medical condition" means either of the following:~~
21 ~~(1) Any health impairment related to or associated with a~~
22 ~~diagnosis of cancer or a record or history of cancer.~~
23 ~~(2) Genetic characteristics. For purposes of this section, "genetic~~
24 ~~characteristics" means either of the following:~~
25 ~~(A) Any scientifically or medically identifiable gene or~~
26 ~~chromosome, or combination or alteration thereof, that is known~~
27 ~~to be a cause of a disease or disorder in a person or his or her~~
28 ~~offspring, or that is determined to be associated with a statistically~~
29 ~~increased risk of development of a disease or disorder, and that is~~
30 ~~presently not associated with any symptoms of any disease or~~
31 ~~disorder.~~
32 ~~(B) Inherited characteristics that may derive from the individual~~
33 ~~or family member, that are known to be a cause of a disease or~~
34 ~~disorder in a person or his or her offspring, or that are determined~~
35 ~~to be associated with a statistically increased risk of development~~
36 ~~of a disease or disorder, and that are presently not associated with~~
37 ~~any symptoms of any disease or disorder.~~
38 ~~(k) "Mental disability" includes, but is not limited to, all of the~~
39 ~~following:~~

1 ~~(1) Having any mental or psychological disorder or condition,~~
2 ~~such as intellectual disability, organic brain syndrome, emotional~~
3 ~~or mental illness, or specific learning disabilities, that limits a~~
4 ~~major life activity. For purposes of this section:~~

5 ~~(A) “Limits” shall be determined without regard to mitigating~~
6 ~~measures, such as medications, assistive devices, or reasonable~~
7 ~~accommodations, unless the mitigating measure itself limits a~~
8 ~~major life activity.~~

9 ~~(B) A mental or psychological disorder or condition limits a~~
10 ~~major life activity if it makes the achievement of the major life~~
11 ~~activity difficult.~~

12 ~~(C) “Major life activities” shall be broadly construed and shall~~
13 ~~include physical, mental, and social activities and working.~~

14 ~~(2) Any other mental or psychological disorder or condition not~~
15 ~~described in paragraph (1) that requires special education or related~~
16 ~~services:~~

17 ~~(3) Having a record or history of a mental or psychological~~
18 ~~disorder or condition described in paragraph (1) or (2), which is~~
19 ~~known to the employer or other entity covered by this part.~~

20 ~~(4) Being regarded or treated by the employer or other entity~~
21 ~~covered by this part as having, or having had, any mental condition~~
22 ~~that makes achievement of a major life activity difficult.~~

23 ~~(5) Being regarded or treated by the employer or other entity~~
24 ~~covered by this part as having, or having had, a mental or~~
25 ~~psychological disorder or condition that has no present disabling~~
26 ~~effect, but that may become a mental disability as described in~~
27 ~~paragraph (1) or (2).~~

28 ~~“Mental disability” does not include sexual behavior disorders,~~
29 ~~compulsive gambling, kleptomania, pyromania, or psychoactive~~
30 ~~substance use disorders resulting from the current unlawful use of~~
31 ~~controlled substances or other drugs.~~

32 ~~(f) “On the bases enumerated in this part” means or refers to~~
33 ~~discrimination on the basis of one or more of the following: race,~~
34 ~~religious creed, color, national origin, ancestry, physical disability,~~
35 ~~mental disability, medical condition, genetic information, marital~~
36 ~~status, sex, age, or sexual orientation.~~

37 ~~(m) “Physical disability” includes, but is not limited to, all of~~
38 ~~the following:~~

1 ~~(1) Having any physiological disease, disorder, condition,~~
2 ~~cosmetic disfigurement, or anatomical loss that does both of the~~
3 ~~following:~~

4 ~~(A) Affects one or more of the following body systems:~~
5 ~~neurological, immunological, musculoskeletal, special sense~~
6 ~~organs, respiratory, including speech organs,~~
7 ~~cardiovascular, reproductive, digestive, genitourinary, hemic and~~
8 ~~lymphatic, skin, and endocrine.~~

9 ~~(B) Limits a major life activity. For purposes of this section:~~

10 ~~(i) "Limits" shall be determined without regard to mitigating~~
11 ~~measures such as medications, assistive devices, prosthetics, or~~
12 ~~reasonable accommodations, unless the mitigating measure itself~~
13 ~~limits a major life activity.~~

14 ~~(ii) A physiological disease, disorder, condition, cosmetic~~
15 ~~disfigurement, or anatomical loss limits a major life activity if it~~
16 ~~makes the achievement of the major life activity difficult.~~

17 ~~(iii) "Major life activities" shall be broadly construed and~~
18 ~~includes physical, mental, and social activities and working.~~

19 ~~(2) Any other health impairment not described in paragraph (1)~~
20 ~~that requires special education or related services.~~

21 ~~(3) Having a record or history of a disease, disorder, condition,~~
22 ~~cosmetic disfigurement, anatomical loss, or health impairment~~
23 ~~described in paragraph (1) or (2), which is known to the employer~~
24 ~~or other entity covered by this part.~~

25 ~~(4) Being regarded or treated by the employer or other entity~~
26 ~~covered by this part as having, or having had, any physical~~
27 ~~condition that makes achievement of a major life activity difficult.~~

28 ~~(5) Being regarded or treated by the employer or other entity~~
29 ~~covered by this part as having, or having had, a disease, disorder,~~
30 ~~condition, cosmetic disfigurement, anatomical loss, or health~~
31 ~~impairment that has no present disabling effect but may become~~
32 ~~a physical disability as described in paragraph (1) or (2).~~

33 ~~(6) "Physical disability" does not include sexual behavior~~
34 ~~disorders, compulsive gambling, kleptomania, pyromania, or~~
35 ~~psychoactive substance use disorders resulting from the current~~
36 ~~unlawful use of controlled substances or other drugs.~~

37 ~~(n) Notwithstanding subdivisions (k) and (m), if the definition~~
38 ~~of "disability" used in the federal Americans with Disabilities Act~~
39 ~~of 1990 (P.L. 101-336) would result in broader protection of the~~
40 ~~civil rights of individuals with a mental disability or physical~~

1 disability, as defined in subdivision (k) or (m), or would include
2 any medical condition not included within those definitions, then
3 that broader protection or coverage shall be deemed incorporated
4 by reference into, and shall prevail over conflicting provisions of,
5 the definitions in subdivisions (k) and (m):

6 (o) ~~“Race, religious creed, color, national origin, ancestry,~~
7 ~~physical disability, mental disability, medical condition, genetic~~
8 ~~information, marital status, sex, age, sexual orientation, or housing~~
9 ~~status” includes a perception that the person has any of those~~
10 ~~characteristics or that the person is associated with a person who~~
11 ~~has, or is perceived to have, any of those characteristics.~~

12 (p) ~~“Reasonable accommodation” may include either of the~~
13 ~~following:~~

14 (1) ~~Making existing facilities used by employees readily~~
15 ~~accessible to, and usable by, individuals with disabilities.~~

16 (2) ~~Job restructuring, part-time or modified work schedules,~~
17 ~~reassignment to a vacant position, acquisition or modification of~~
18 ~~equipment or devices, adjustment or modifications of examinations,~~
19 ~~training materials or policies, the provision of qualified readers or~~
20 ~~interpreters, and other similar accommodations for individuals~~
21 ~~with disabilities.~~

22 (q) ~~“Religious creed,” “religion,” “religious observance,”~~
23 ~~“religious belief,” and “creed” include all aspects of religious~~
24 ~~belief, observance, and practice, including religious dress and~~
25 ~~grooming practices. “Religious dress practice” shall be construed~~
26 ~~broadly to include the wearing or carrying of religious clothing,~~
27 ~~head or face coverings, jewelry, artifacts, and any other item that~~
28 ~~is part of the observance by an individual of his or her religious~~
29 ~~creed. “Religious grooming practice” shall be construed broadly~~
30 ~~to include all forms of head, facial, and body hair that are part of~~
31 ~~the observance by an individual of his or her religious creed.~~

32 (r) (1) ~~“Sex” includes, but is not limited to, the following:~~

33 (A) ~~Pregnancy or medical conditions related to pregnancy.~~

34 (B) ~~Childbirth or medical conditions related to childbirth.~~

35 (C) ~~Breastfeeding or medical conditions related to breastfeeding.~~

36 (2) ~~“Sex” also includes, but is not limited to, a person’s gender.~~
37 ~~“Gender” means sex, and includes a person’s gender identity and~~
38 ~~gender expression. “Gender expression” means a person’s~~
39 ~~gender-related appearance and behavior whether or not~~
40 ~~stereotypically associated with the person’s assigned sex at birth.~~

1 (s) ~~“Sexual orientation” means heterosexuality, homosexuality,~~
2 ~~and bisexuality.~~

3 (t) ~~“Supervisor” means any individual having the authority, in~~
4 ~~the interest of the employer, to hire, transfer, suspend, layoff, recall,~~
5 ~~promote, discharge, assign, reward, or discipline other employees,~~
6 ~~or the responsibility to direct them, or to adjust their grievances,~~
7 ~~or effectively to recommend that action, if, in connection with the~~
8 ~~foregoing, the exercise of that authority is not of a merely routine~~
9 ~~or clerical nature, but requires the use of independent judgment.~~

10 (u) ~~“Undue hardship” means an action requiring significant~~
11 ~~difficulty or expense, when considered in light of the following~~
12 ~~factors:~~

13 (1) ~~The nature and cost of the accommodation needed.~~

14 (2) ~~The overall financial resources of the facilities involved in~~
15 ~~the provision of the reasonable accommodations, the number of~~
16 ~~persons employed at the facility, and the effect on expenses and~~
17 ~~resources or the impact otherwise of these accommodations upon~~
18 ~~the operation of the facility.~~

19 (3) ~~The overall financial resources of the covered entity, the~~
20 ~~overall size of the business of a covered entity with respect to the~~
21 ~~number of employees, and the number, type, and location of its~~
22 ~~facilities.~~

23 (4) ~~The type of operations, including the composition, structure,~~
24 ~~and functions of the workforce of the entity.~~

25 (5) ~~The geographic separateness, administrative, or fiscal~~
26 ~~relationship of the facility or facilities.~~

27 SEC. 12. ~~Section 12926.1 of the Government Code is amended~~
28 ~~to read:~~

29 12926.1. ~~The Legislature finds and declares as follows:~~

30 (a) ~~The law of this state in the area of disabilities provides~~
31 ~~protections independent from those in the federal Americans with~~
32 ~~Disabilities Act of 1990 (P.L. 101-336). Although the federal act~~
33 ~~provides a floor of protection, this state’s law has always, even~~
34 ~~prior to passage of the federal act, afforded additional protections.~~

35 (b) ~~The law of this state contains broad definitions of physical~~
36 ~~disability, mental disability, and medical condition. It is the intent~~
37 ~~of the Legislature that the definitions of physical disability and~~
38 ~~mental disability be construed so that applicants and employees~~
39 ~~are protected from discrimination due to an actual or perceived~~

1 ~~physical or mental impairment that is disabling, potentially~~
2 ~~disabling, or perceived as disabling or potentially disabling.~~

3 ~~(e) Physical and mental disabilities include, but are not limited~~
4 ~~to, chronic or episodic conditions such as HIV/AIDS, hepatitis,~~
5 ~~epilepsy, seizure disorder, diabetes, clinical depression, bipolar~~
6 ~~disorder, multiple sclerosis, and heart disease. In addition, the~~
7 ~~Legislature has determined that the definitions of “physical~~
8 ~~disability” and “mental disability” under the law of this state~~
9 ~~require a “limitation” upon a major life activity, but do not require,~~
10 ~~as does the federal Americans with Disabilities Act of 1990, a~~
11 ~~“substantial limitation.” This distinction is intended to result in~~
12 ~~broader coverage under the law of this state than under that federal~~
13 ~~act. Under the law of this state, whether a condition limits a major~~
14 ~~life activity shall be determined without respect to any mitigating~~
15 ~~measures, unless the mitigating measure itself limits a major life~~
16 ~~activity, regardless of federal law under the Americans with~~
17 ~~Disabilities Act of 1990. Further, under the law of this state,~~
18 ~~“working” is a major life activity, regardless of whether the actual~~
19 ~~or perceived working limitation implicates a particular employment~~
20 ~~or a class or broad range of employments.~~

21 ~~(d) Notwithstanding any interpretation of law in *Cassista v.*~~
22 ~~*Community Foods* (1993) 5 Cal.4th 1050, the Legislature intends~~
23 ~~(1) for state law to be independent of the federal Americans with~~
24 ~~Disabilities Act of 1990, (2) to require a “limitation” rather than~~
25 ~~a “substantial limitation” of a major life activity, and (3) by~~
26 ~~enacting paragraph (4) of subdivision (k) and paragraph (4) of~~
27 ~~subdivision (m) of Section 12926, to provide protection when an~~
28 ~~individual is erroneously or mistakenly believed to have any~~
29 ~~physical or mental condition that limits a major life activity.~~

30 ~~(e) The Legislature affirms the importance of the interactive~~
31 ~~process between the applicant or employee and the employer in~~
32 ~~determining a reasonable accommodation, as this requirement has~~
33 ~~been articulated by the Equal Employment Opportunity~~
34 ~~Commission in its interpretive guidance of the federal Americans~~
35 ~~with Disabilities Act of 1990.~~

36 ~~SEC. 13. Section 12930 of the Government Code is amended~~
37 ~~to read:~~

38 ~~12930. The department shall have the following functions,~~
39 ~~powers, and duties:~~

1 ~~(a) To establish and maintain a principal office and any other~~
2 ~~offices within the state as are necessary to carry out the purposes~~
3 ~~of this part.~~

4 ~~(b) To meet and function at any place within the state.~~

5 ~~(c) To appoint attorneys, investigators, conciliators, mediators,~~
6 ~~and other employees as it may deem necessary, fix their~~
7 ~~compensation within the limitations provided by law, and prescribe~~
8 ~~their duties.~~

9 ~~(d) To obtain upon request and utilize the services of all~~
10 ~~governmental departments and agencies and, in addition, with~~
11 ~~respect to housing discrimination, of conciliation councils.~~

12 ~~(e) To adopt, promulgate, amend, and rescind suitable procedural~~
13 ~~rules and regulations to carry out the investigation, prosecution,~~
14 ~~and dispute resolution functions and duties of the department~~
15 ~~pursuant to this part.~~

16 ~~(f) (1) To receive, investigate, conciliate, mediate, and prosecute~~
17 ~~complaints alleging practices made unlawful pursuant to Chapter~~
18 ~~6 (commencing with Section 12940):~~

19 ~~(2) To receive, investigate, conciliate, mediate, and prosecute~~
20 ~~complaints alleging a violation of Section 51, 51.5, 51.7, 54, 54.1,~~
21 ~~or 54.2 of the Civil Code. The remedies and procedures of this~~
22 ~~part shall be independent of any other remedy or procedure that~~
23 ~~might apply.~~

24 ~~(g) In connection with any matter under investigation or in~~
25 ~~question before the department pursuant to a complaint filed under~~
26 ~~Section 12960, 12961, or 12980:~~

27 ~~(1) To issue subpoenas to require the attendance and testimony~~
28 ~~of witnesses and the production of books, records, documents, and~~
29 ~~physical materials.~~

30 ~~(2) To administer oaths, examine witnesses under oath and take~~
31 ~~evidence, and take depositions and affidavits.~~

32 ~~(3) To issue written interrogatories.~~

33 ~~(4) To request the production for inspection and copying of~~
34 ~~books, records, documents, and physical materials.~~

35 ~~(5) To petition the superior courts to compel the appearance~~
36 ~~and testimony of witnesses, the production of books, records,~~
37 ~~documents, and physical materials, and the answering of~~
38 ~~interrogatories.~~

1 ~~(h) To bring civil actions pursuant to Section 12965 or 12981~~
2 ~~and to prosecute those civil actions before state and federal trial~~
3 ~~courts.~~

4 ~~(i) To issue those publications and those results of investigations~~
5 ~~and research as in its judgment will tend to promote good will and~~
6 ~~minimize or eliminate discrimination in employment on the bases~~
7 ~~enumerated in this part and discrimination in housing because of~~
8 ~~race, religious creed, color, sex, gender, gender identity, gender~~
9 ~~expression, marital status, national origin, ancestry, familial status,~~
10 ~~disability, genetic information, sexual orientation, or housing status.~~

11 ~~(j) To investigate, approve, certify, decertify, monitor, and~~
12 ~~enforce nondiscrimination programs proposed by a contractor to~~
13 ~~be engaged in pursuant to Section 12990.~~

14 ~~(k) To render annually to the Governor and to the Legislature~~
15 ~~a written report of its activities and of its recommendations.~~

16 ~~(l) To conduct mediations at any time after a complaint is filed~~
17 ~~pursuant to Section 12960, 12961, or 12980. The department may~~
18 ~~end mediation at any time.~~

19 ~~(m) The following shall apply with respect to any accusation~~
20 ~~pending before the former Fair Employment and Housing~~
21 ~~Commission on or after January 1, 2013:~~

22 ~~(1) If an accusation issued under former Section 12965 includes~~
23 ~~a prayer either for damages for emotional injuries as a component~~
24 ~~of actual damages, or for administrative fines, or both, or if an~~
25 ~~accusation is amended for the purpose of adding a prayer either~~
26 ~~for damages for emotional injuries as a component of actual~~
27 ~~damages, or for administrative fines, or both, with the consent of~~
28 ~~the party accused of engaging in unlawful practices, the department~~
29 ~~may withdraw an accusation and bring a civil action in superior~~
30 ~~court.~~

31 ~~(2) If an accusation was issued under former Section 12981,~~
32 ~~with the consent of the aggrieved party filing the complaint an~~
33 ~~aggrieved person on whose behalf a complaint is filed, or the party~~
34 ~~accused of engaging in unlawful practices, the department may~~
35 ~~withdraw the accusation and bring a civil action in superior court.~~

36 ~~(3) Where removal to court is not feasible, the department shall~~
37 ~~retain the services of the Office of Administrative Hearings to~~
38 ~~adjudicate the administrative action pursuant to Sections 11370.3~~
39 ~~and 11502.~~

1 ~~(n) On any Section 1094.5 Code of Civil Procedure challenge~~
2 ~~to a decision of the former Fair Employment and Housing~~
3 ~~Commission pending on or after January 1, 2013, the director or~~
4 ~~his or her designee shall consult with the Attorney General~~
5 ~~regarding the defense of that writ petition.~~

6 ~~SEC. 14. Section 12931 of the Government Code is amended~~
7 ~~to read:~~

8 ~~12931. The department may also provide assistance to~~
9 ~~communities and persons therein in resolving disputes,~~
10 ~~disagreements, or difficulties relating to discriminatory practices~~
11 ~~based on race, religious creed, color, national origin, ancestry,~~
12 ~~physical disability, mental disability, medical condition, genetic~~
13 ~~information, marital status, sex, gender, gender identity, gender~~
14 ~~expression, familial status, age, sexual orientation, or housing~~
15 ~~status that impair the rights of persons in those communities under~~
16 ~~the Constitution or laws of the United States or of this state. The~~
17 ~~services of the department may be made available in cases of these~~
18 ~~disputes, disagreements, or difficulties only when, in its judgment,~~
19 ~~peaceful relations among the citizens of the community involved~~
20 ~~are threatened thereby. The department's services are to be made~~
21 ~~available only upon the request of an appropriate state or local~~
22 ~~public body, or upon the request of any person directly affected~~
23 ~~by any such dispute, disagreement, or difficulty.~~

24 ~~The assistance of the department pursuant to this section shall~~
25 ~~be limited to endeavors at investigation, conference, conciliation,~~
26 ~~and persuasion.~~

27 ~~SEC. 15. Section 12940 of the Government Code is amended~~
28 ~~to read:~~

29 ~~12940. It is an unlawful employment practice, unless based~~
30 ~~upon a bona fide occupational qualification, or, except where based~~
31 ~~upon applicable security regulations established by the United~~
32 ~~States or the State of California:~~

33 ~~(a) For an employer, because of the race, religious creed, color,~~
34 ~~national origin, ancestry, physical disability, mental disability,~~
35 ~~medical condition, genetic information, marital status, sex, gender,~~
36 ~~gender identity, gender expression, age, sexual orientation, or~~
37 ~~housing status of any person, to refuse to hire or employ the person~~
38 ~~or to refuse to select the person for a training program leading to~~
39 ~~employment, or to bar or to discharge the person from employment~~
40 ~~or from a training program leading to employment, or to~~

1 ~~discriminate against the person in compensation or in terms,~~
2 ~~conditions, or privileges of employment.~~

3 ~~(1) This part does not prohibit an employer from refusing to~~
4 ~~hire or discharging an employee with a physical or mental~~
5 ~~disability, or subject an employer to any legal liability resulting~~
6 ~~from the refusal to employ or the discharge of an employee with~~
7 ~~a physical or mental disability, where the employee, because of~~
8 ~~his or her physical or mental disability, is unable to perform his~~
9 ~~or her essential duties even with reasonable accommodations, or~~
10 ~~cannot perform those duties in a manner that would not endanger~~
11 ~~his or her health or safety or the health or safety of others even~~
12 ~~with reasonable accommodations.~~

13 ~~(2) This part does not prohibit an employer from refusing to~~
14 ~~hire or discharging an employee who, because of the employee's~~
15 ~~medical condition, is unable to perform his or her essential duties~~
16 ~~even with reasonable accommodations, or cannot perform those~~
17 ~~duties in a manner that would not endanger the employee's health~~
18 ~~or safety or the health or safety of others even with reasonable~~
19 ~~accommodations. Nothing in this part shall subject an employer~~
20 ~~to any legal liability resulting from the refusal to employ or the~~
21 ~~discharge of an employee who, because of the employee's medical~~
22 ~~condition, is unable to perform his or her essential duties, or cannot~~
23 ~~perform those duties in a manner that would not endanger the~~
24 ~~employee's health or safety or the health or safety of others even~~
25 ~~with reasonable accommodations.~~

26 ~~(3) Nothing in this part relating to discrimination on account of~~
27 ~~marital status shall do either of the following:~~

28 ~~(A) Affect the right of an employer to reasonably regulate, for~~
29 ~~reasons of supervision, safety, security, or morale, the working of~~
30 ~~spouses in the same department, division, or facility, consistent~~
31 ~~with the rules and regulations adopted by the commission.~~

32 ~~(B) Prohibit bona fide health plans from providing additional~~
33 ~~or greater benefits to employees with dependents than to those~~
34 ~~employees without or with fewer dependents.~~

35 ~~(4) Nothing in this part relating to discrimination on account of~~
36 ~~sex shall affect the right of an employer to use veteran status as a~~
37 ~~factor in employee selection or to give special consideration to~~
38 ~~Vietnam-era veterans.~~

39 ~~(5) (A) This part does not prohibit an employer from refusing~~
40 ~~to employ an individual because of his or her age if the law~~

1 ~~compels or provides for that refusal. Promotions within the existing~~
2 ~~staff, hiring or promotion on the basis of experience and training,~~
3 ~~rehiring on the basis of seniority and prior service with the~~
4 ~~employer, or hiring under an established recruiting program from~~
5 ~~high schools, colleges, universities, or trade schools do not, in and~~
6 ~~of themselves, constitute unlawful employment practices.~~

7 ~~(B) The provisions of this part relating to discrimination on the~~
8 ~~basis of age do not prohibit an employer from providing health~~
9 ~~benefits or health care reimbursement plans to retired persons that~~
10 ~~are altered, reduced, or eliminated when the person becomes~~
11 ~~eligible for Medicare health benefits. This subparagraph applies~~
12 ~~to all retiree health benefit plans and contractual provisions or~~
13 ~~practices concerning retiree health benefits and health care~~
14 ~~reimbursement plans in effect on or after January 1, 2011.~~

15 ~~(b) For a labor organization, because of the race, religious creed,~~
16 ~~color, national origin, ancestry, physical disability, mental~~
17 ~~disability, medical condition, genetic information, marital status,~~
18 ~~sex, gender, gender identity, gender expression, age, sexual~~
19 ~~orientation, or housing status of any person, to exclude, expel, or~~
20 ~~restrict from its membership the person, or to provide only~~
21 ~~second-class or segregated membership or to discriminate against~~
22 ~~any person because of the race, religious creed, color, national~~
23 ~~origin, ancestry, physical disability, mental disability, medical~~
24 ~~condition, genetic information, marital status, sex, gender, gender~~
25 ~~identity, gender expression, age, sexual orientation, or housing~~
26 ~~status of the person in the election of officers of the labor~~
27 ~~organization or in the selection of the labor organization's staff or~~
28 ~~to discriminate in any way against any of its members or against~~
29 ~~any employer or against any person employed by an employer.~~

30 ~~(c) For any person to discriminate against any person in the~~
31 ~~selection or training of that person in any apprenticeship training~~
32 ~~program or any other training program leading to employment~~
33 ~~because of the race, religious creed, color, national origin, ancestry,~~
34 ~~physical disability, mental disability, medical condition, genetic~~
35 ~~information, marital status, sex, gender, gender identity, gender~~
36 ~~expression, age, sexual orientation, or housing status of the person~~
37 ~~discriminated against.~~

38 ~~(d) For any employer or employment agency to print or circulate~~
39 ~~or cause to be printed or circulated any publication, or to make~~
40 ~~any nonjob-related inquiry of an employee or applicant, either~~

1 verbal or through use of an application form, that expresses,
2 directly or indirectly, any limitation, specification, or discrimination
3 as to race, religious creed, color, national origin, ancestry, physical
4 disability, mental disability, medical condition, genetic information,
5 marital status, sex, gender, gender identity, gender expression,
6 age, sexual orientation, or housing status, or any intent to make
7 any such limitation, specification, or discrimination. This part does
8 not prohibit an employer or employment agency from inquiring
9 into the age of an applicant, or from specifying age limitations,
10 where the law compels or provides for that action.

11 ~~(c) (1) Except as provided in paragraph (2) or (3), for any~~
12 ~~employer or employment agency to require any medical or~~
13 ~~psychological examination of an applicant, to make any medical~~
14 ~~or psychological inquiry of an applicant, to make any inquiry~~
15 ~~whether an applicant has a mental disability or physical disability~~
16 ~~or medical condition, or to make any inquiry regarding the nature~~
17 ~~or severity of a physical disability, mental disability, or medical~~
18 ~~condition.~~

19 ~~(2) Notwithstanding paragraph (1), an employer or employment~~
20 ~~agency may inquire into the ability of an applicant to perform~~
21 ~~job-related functions and may respond to an applicant's request~~
22 ~~for reasonable accommodation.~~

23 ~~(3) Notwithstanding paragraph (1), an employer or employment~~
24 ~~agency may require a medical or psychological examination or~~
25 ~~make a medical or psychological inquiry of a job applicant after~~
26 ~~an employment offer has been made but prior to the~~
27 ~~commencement of employment duties, provided that the~~
28 ~~examination or inquiry is job related and consistent with business~~
29 ~~necessity and that all entering employees in the same job~~
30 ~~classification are subject to the same examination or inquiry.~~

31 ~~(f) (1) Except as provided in paragraph (2), for any employer~~
32 ~~or employment agency to require any medical or psychological~~
33 ~~examination of an employee, to make any medical or psychological~~
34 ~~inquiry of an employee, to make any inquiry whether an employee~~
35 ~~has a mental disability, physical disability, or medical condition,~~
36 ~~or to make any inquiry regarding the nature or severity of a physical~~
37 ~~disability, mental disability, or medical condition.~~

38 ~~(2) Notwithstanding paragraph (1), an employer or employment~~
39 ~~agency may require any examinations or inquiries that it can show~~
40 ~~to be job related and consistent with business necessity. An~~

1 employer or employment agency may conduct voluntary medical
2 examinations, including voluntary medical histories, which are
3 part of an employee health program available to employees at that
4 worksite.

5 ~~(g) For any employer, labor organization, or employment agency
6 to harass, discharge, expel, or otherwise discriminate against any
7 person because the person has made a report pursuant to Section
8 11161.8 of the Penal Code that prohibits retaliation against hospital
9 employees who report suspected patient abuse by health facilities
10 or community care facilities.~~

11 ~~(h) For any employer, labor organization, employment agency,
12 or person to discharge, expel, or otherwise discriminate against
13 any person because the person has opposed any practices forbidden
14 under this part or because the person has filed a complaint, testified,
15 or assisted in any proceeding under this part.~~

16 ~~(i) For any person to aid, abet, incite, compel, or coerce the
17 doing of any of the acts forbidden under this part, or to attempt to
18 do so.~~

19 ~~(j) (1) For an employer, labor organization, employment agency,
20 apprenticeship training program or any training program leading
21 to employment, or any other person, because of race, religious
22 creed, color, national origin, ancestry, physical disability, mental
23 disability, medical condition, genetic information, marital status,
24 sex, gender, gender identity, gender expression, age, sexual
25 orientation, or housing status, to harass an employee, an applicant,
26 or a person providing services pursuant to a contract. Harassment
27 of an employee, an applicant, or a person providing services
28 pursuant to a contract by an employee, other than an agent or
29 supervisor, shall be unlawful if the entity, or its agents or
30 supervisors, knows or should have known of this conduct and fails
31 to take immediate and appropriate corrective action. An employer
32 may also be responsible for the acts of nonemployees, with respect
33 to sexual harassment of employees, applicants, or persons providing
34 services pursuant to a contract in the workplace, where the
35 employer, or its agents or supervisors, knows or should have known
36 of the conduct and fails to take immediate and appropriate
37 corrective action. In reviewing cases involving the acts of
38 nonemployees, the extent of the employer's control and any other
39 legal responsibility that the employer may have with respect to the
40 conduct of those nonemployees shall be considered. An entity shall~~

1 ~~take all reasonable steps to prevent harassment from occurring.~~
2 ~~Loss of tangible job benefits shall not be necessary in order to~~
3 ~~establish harassment.~~

4 ~~(2) The provisions of this subdivision are declaratory of existing~~
5 ~~law, except for the new duties imposed on employers with regard~~
6 ~~to harassment.~~

7 ~~(3) An employee of an entity subject to this subdivision is~~
8 ~~personally liable for any harassment prohibited by this section that~~
9 ~~is perpetrated by the employee, regardless of whether the employer~~
10 ~~or covered entity knows or should have known of the conduct and~~
11 ~~fails to take immediate and appropriate corrective action.~~

12 ~~(4) (A) For purposes of this subdivision only, "employer" means~~
13 ~~any person regularly employing one or more persons or regularly~~
14 ~~receiving the services of one or more persons providing services~~
15 ~~pursuant to a contract, or any person acting as an agent of an~~
16 ~~employer, directly or indirectly, the state, or any political or civil~~
17 ~~subdivision of the state, and cities. The definition of "employer"~~
18 ~~in subdivision (d) of Section 12926 applies to all provisions of this~~
19 ~~section other than this subdivision.~~

20 ~~(B) Notwithstanding subparagraph (A), for purposes of this~~
21 ~~subdivision, "employer" does not include a religious association~~
22 ~~or corporation not organized for private profit, except as provided~~
23 ~~in Section 12926.2.~~

24 ~~(C) For purposes of this subdivision, "harassment" because of~~
25 ~~sex includes sexual harassment, gender harassment, and harassment~~
26 ~~based on pregnancy, childbirth, or related medical conditions.~~

27 ~~(5) For purposes of this subdivision, "a person providing services~~
28 ~~pursuant to a contract" means a person who meets all of the~~
29 ~~following criteria:~~

30 ~~(A) The person has the right to control the performance of the~~
31 ~~contract for services and discretion as to the manner of~~
32 ~~performance.~~

33 ~~(B) The person is customarily engaged in an independently~~
34 ~~established business.~~

35 ~~(C) The person has control over the time and place the work is~~
36 ~~performed, supplies the tools and instruments used in the work,~~
37 ~~and performs work that requires a particular skill not ordinarily~~
38 ~~used in the course of the employer's work.~~

39 ~~(k) For an employer, labor organization, employment agency,~~
40 ~~apprenticeship training program, or any training program leading~~

1 to employment, to fail to take all reasonable steps necessary to
2 prevent discrimination and harassment from occurring.

3 ~~(t) (1) For an employer or other entity covered by this part to~~
4 ~~refuse to hire or employ a person or to refuse to select a person~~
5 ~~for a training program leading to employment or to bar or to~~
6 ~~discharge a person from employment or from a training program~~
7 ~~leading to employment, or to discriminate against a person in~~
8 ~~compensation or in terms, conditions, or privileges of employment~~
9 ~~because of a conflict between the person's religious belief or~~
10 ~~observance and any employment requirement, unless the employer~~
11 ~~or other entity covered by this part demonstrates that it has explored~~
12 ~~any available reasonable alternative means of accommodating the~~
13 ~~religious belief or observance, including the possibilities of~~
14 ~~excusing the person from those duties that conflict with his or her~~
15 ~~religious belief or observance or permitting those duties to be~~
16 ~~performed at another time or by another person, but is unable to~~
17 ~~reasonably accommodate the religious belief or observance without~~
18 ~~undue hardship, as defined in subdivision (t) of Section 12926, on~~
19 ~~the conduct of the business of the employer or other entity covered~~
20 ~~by this part. Religious belief or observance, as used in this section,~~
21 ~~includes, but is not limited to, observance of a Sabbath or other~~
22 ~~religious holy day or days, reasonable time necessary for travel~~
23 ~~prior and subsequent to a religious observance, and religious dress~~
24 ~~practice and religious grooming practice as described in subdivision~~
25 ~~(p) of Section 12926.~~

26 ~~(2) An accommodation of an individual's religious dress practice~~
27 ~~or religious grooming practice is not reasonable if the~~
28 ~~accommodation requires segregation of the individual from other~~
29 ~~employees or the public.~~

30 ~~(3) An accommodation is not required under this subdivision~~
31 ~~if it would result in a violation of this part or any other law~~
32 ~~prohibiting discrimination or protecting civil rights, including~~
33 ~~subdivision (b) of Section 51 of the Civil Code and Section 11135~~
34 ~~of this code.~~

35 ~~(m) For an employer or other entity covered by this part to fail~~
36 ~~to make reasonable accommodation for the known physical or~~
37 ~~mental disability of an applicant or employee. Nothing in this~~
38 ~~subdivision or in paragraph (1) or (2) of subdivision (a) shall be~~
39 ~~construed to require an accommodation that is demonstrated by~~

1 the employer or other covered entity to produce undue hardship,
2 as defined in subdivision (t) of Section 12926, to its operation.

3 ~~(n) For an employer or other entity covered by this part to fail
4 to engage in a timely, good faith, interactive process with the
5 employee or applicant to determine effective reasonable
6 accommodations, if any, in response to a request for reasonable
7 accommodation by an employee or applicant with a known physical
8 or mental disability or known medical condition.~~

9 ~~(o) For an employer or other entity covered by this part, to
10 subject, directly or indirectly, any employee, applicant, or other
11 person to a test for the presence of a genetic characteristic.~~

12 ~~SEC. 16. Section 12944 of the Government Code, as amended
13 by Section 37 of Chapter 46 of the Statutes of 2012, is amended
14 to read:~~

15 ~~12944. (a) It shall be unlawful for a licensing board to require
16 any examination or establish any other qualification for licensing
17 that has an adverse impact on any class by virtue of its race, creed,
18 color, national origin or ancestry, sex, gender, gender identity,
19 gender expression, age, medical condition, genetic information,
20 physical disability, mental disability, sexual orientation, or housing
21 status, unless the practice can be demonstrated to be job related.~~

22 ~~If an examination or other qualification for licensing is
23 determined to be unlawful under this section, that determination
24 shall not void, limit, repeal, or otherwise affect any right, privilege,
25 status, or responsibility previously conferred upon any person by
26 the examination or by a license issued in reliance on the
27 examination or qualification.~~

28 ~~(b) It shall be unlawful for a licensing board to fail or refuse to
29 make reasonable accommodation to an individual's mental or
30 physical disability or medical condition.~~

31 ~~(c) It shall be unlawful for any licensing board, unless
32 specifically acting in accordance with federal equal employment
33 opportunity guidelines or regulations approved by the council, to
34 print or circulate or cause to be printed or circulated any
35 publication, or to make any non-job-related inquiry, either verbal
36 or through use of an application form, which expresses, directly
37 or indirectly, any limitation, specification, or discrimination as to
38 race, religious creed, color, national origin, ancestry, physical
39 disability, mental disability, medical condition, genetic information,
40 sex, gender, gender identity, gender expression, age, sexual~~

1 ~~orientation, or housing status or any intent to make any such~~
2 ~~limitation, specification, or discrimination. Nothing in this~~
3 ~~subdivision shall prohibit any licensing board from making, in~~
4 ~~connection with prospective licensure or certification, an inquiry~~
5 ~~as to, or a request for information regarding, the physical fitness~~
6 ~~of applicants if that inquiry or request for information is directly~~
7 ~~related and pertinent to the license or the licensed position the~~
8 ~~applicant is applying for. Nothing in this subdivision shall prohibit~~
9 ~~any licensing board, in connection with prospective examinations,~~
10 ~~licensure, or certification, from inviting individuals with physical~~
11 ~~or mental disabilities to request reasonable accommodations or~~
12 ~~from making inquiries related to reasonable accommodations.~~

13 ~~(d) It is unlawful for a licensing board to discriminate against~~
14 ~~any person because the person has filed a complaint, testified, or~~
15 ~~assisted in any proceeding under this part.~~

16 ~~(e) It is unlawful for any licensing board to fail to keep records~~
17 ~~of applications for licensing or certification for a period of two~~
18 ~~years following the date of receipt of the applications.~~

19 ~~(f) As used in this section, "licensing board" means any state~~
20 ~~board, agency, or authority in the State and Consumer Services~~
21 ~~Agency that has the authority to grant licenses or certificates which~~
22 ~~are prerequisites to employment eligibility or professional status.~~

23 ~~SEC. 17. Section 12944 of the Government Code, as amended~~
24 ~~by Section 17 of Chapter 147 of the Statutes of 2012, is amended~~
25 ~~to read:~~

26 ~~12944. (a) It shall be unlawful for a licensing board to require~~
27 ~~any examination or establish any other qualification for licensing~~
28 ~~that has an adverse impact on any class by virtue of its race, creed,~~
29 ~~color, national origin or ancestry, sex, gender, gender identity,~~
30 ~~gender expression, age, medical condition, genetic information,~~
31 ~~physical disability, mental disability, sexual orientation, or housing~~
32 ~~status unless the practice can be demonstrated to be job related.~~

33 ~~Where the commission, after hearing, determines that an~~
34 ~~examination is unlawful under this subdivision, the licensing board~~
35 ~~may continue to use and rely on the examination until such time~~
36 ~~as judicial review by the superior court of the determination is~~
37 ~~exhausted.~~

38 ~~If an examination or other qualification for licensing is~~
39 ~~determined to be unlawful under this section, that determination~~
40 ~~shall not void, limit, repeal, or otherwise affect any right, privilege,~~

1 ~~status, or responsibility previously conferred upon any person by~~
2 ~~the examination or by a license issued in reliance on the~~
3 ~~examination or qualification.~~

4 ~~(b) It shall be unlawful for a licensing board to fail or refuse to~~
5 ~~make reasonable accommodation to an individual's mental or~~
6 ~~physical disability or medical condition.~~

7 ~~(c) It shall be unlawful for any licensing board, unless~~
8 ~~specifically acting in accordance with federal equal employment~~
9 ~~opportunity guidelines or regulations approved by the commission,~~
10 ~~to print or circulate or cause to be printed or circulated any~~
11 ~~publication, or to make any non-job-related inquiry, either verbal~~
12 ~~or through use of an application form, which expresses, directly~~
13 ~~or indirectly, any limitation, specification, or discrimination as to~~
14 ~~race, religious creed, color, national origin, ancestry, physical~~
15 ~~disability, mental disability, medical condition, genetic information,~~
16 ~~sex, gender, gender identity, gender expression, age, sexual~~
17 ~~orientation, or housing status or any intent to make any such~~
18 ~~limitation, specification, or discrimination. Nothing in this~~
19 ~~subdivision shall prohibit any licensing board from making, in~~
20 ~~connection with prospective licensure or certification, an inquiry~~
21 ~~as to, or a request for information regarding, the physical fitness~~
22 ~~of applicants if that inquiry or request for information is directly~~
23 ~~related and pertinent to the license or the licensed position the~~
24 ~~applicant is applying for. Nothing in this subdivision shall prohibit~~
25 ~~any licensing board, in connection with prospective examinations,~~
26 ~~licensure, or certification, from inviting individuals with physical~~
27 ~~or mental disabilities to request reasonable accommodations or~~
28 ~~from making inquiries related to reasonable accommodations.~~

29 ~~(d) It is unlawful for a licensing board to discriminate against~~
30 ~~any person because the person has filed a complaint, testified, or~~
31 ~~assisted in any proceeding under this part.~~

32 ~~(e) It is unlawful for any licensing board to fail to keep records~~
33 ~~of applications for licensing or certification for a period of two~~
34 ~~years following the date of receipt of the applications.~~

35 ~~(f) As used in this section, "licensing board" means any state~~
36 ~~board, agency, or authority in the Business, Consumer Services,~~
37 ~~and Housing Agency that has the authority to grant licenses or~~
38 ~~certificates which are prerequisites to employment eligibility or~~
39 ~~professional status.~~

1 ~~SEC. 18. Section 12955 of the Government Code is amended to~~
2 ~~read:~~

3 ~~12955. It shall be unlawful:~~

4 ~~(a) For the owner of any housing accommodation to discriminate~~
5 ~~against or harass any person because of the race, color, religion,~~
6 ~~sex, gender, gender identity, gender expression, sexual orientation,~~
7 ~~marital status, national origin, ancestry, familial status, source of~~
8 ~~income, disability, genetic information, or housing status of that~~
9 ~~person.~~

10 ~~(b) For the owner of any housing accommodation to make or~~
11 ~~to cause to be made any written or oral inquiry concerning the~~
12 ~~race, color, religion, sex, gender, gender identity, gender~~
13 ~~expression, sexual orientation, marital status, national origin,~~
14 ~~ancestry, familial status, disability, genetic information, or housing~~
15 ~~status of any person seeking to purchase, rent, or lease any housing~~
16 ~~accommodation.~~

17 ~~(c) For any person to make, print, or publish, or cause to be~~
18 ~~made, printed, or published any notice, statement, or advertisement,~~
19 ~~with respect to the sale or rental of a housing accommodation that~~
20 ~~indicates any preference, limitation, or discrimination based on~~
21 ~~race, color, religion, sex, gender, gender identity, gender~~
22 ~~expression, sexual orientation, marital status, national origin,~~
23 ~~ancestry, familial status, source of income, disability, genetic~~
24 ~~information, or housing status or an intention to make that~~
25 ~~preference, limitation, or discrimination.~~

26 ~~(d) For any person subject to the provisions of Section 51 of~~
27 ~~the Civil Code, as that section applies to housing accommodations,~~
28 ~~to discriminate against any person on the basis of sex, gender,~~
29 ~~gender identity, gender expression, sexual orientation, color, race,~~
30 ~~religion, ancestry, national origin, familial status, marital status,~~
31 ~~disability, genetic information, source of income, housing status,~~
32 ~~or on any other basis prohibited by that section. Selection~~
33 ~~preferences based on age, imposed in connection with a federally~~
34 ~~approved housing program, do not constitute age discrimination~~
35 ~~in housing.~~

36 ~~(e) For any person, bank, mortgage company or other financial~~
37 ~~institution that provides financial assistance for the purchase,~~
38 ~~organization, or construction of any housing accommodation to~~
39 ~~discriminate against any person or group of persons because of~~
40 ~~the race, color, religion, sex, gender, gender identity, gender~~

1 ~~expression, sexual orientation, marital status, national origin,~~
2 ~~ancestry, familial status, source of income, disability, genetic~~
3 ~~information, or housing status in the terms, conditions, or privileges~~
4 ~~relating to the obtaining or use of that financial assistance.~~

5 ~~(f) For any owner of housing accommodations to harass, evict,~~
6 ~~or otherwise discriminate against any person in the sale or rental~~
7 ~~of housing accommodations when the owner's dominant purpose~~
8 ~~is retaliation against a person who has opposed practices unlawful~~
9 ~~under this section, informed law enforcement agencies of practices~~
10 ~~believed unlawful under this section, has testified or assisted in~~
11 ~~any proceeding under this part, or has aided or encouraged a person~~
12 ~~to exercise or enjoy the rights secured by this part. Nothing herein~~
13 ~~is intended to cause or permit the delay of an unlawful detainer~~
14 ~~action.~~

15 ~~(g) For any person to aid, abet, incite, compel, or coerce the~~
16 ~~doing of any of the acts or practices declared unlawful in this~~
17 ~~section, or to attempt to do so.~~

18 ~~(h) For any person, for profit, to induce any person to sell or~~
19 ~~rent any dwelling by representations regarding the entry or~~
20 ~~prospective entry into the neighborhood of a person or persons of~~
21 ~~a particular race, color, religion, sex, gender, gender identity,~~
22 ~~gender expression, sexual orientation, marital status, ancestry,~~
23 ~~disability, genetic information, source of income, familial status,~~
24 ~~national origin, or housing status.~~

25 ~~(i) For any person or other organization or entity whose business~~
26 ~~involves real estate-related transactions to discriminate against~~
27 ~~any person in making available a transaction, or in the terms and~~
28 ~~conditions of a transaction, because of race, color, religion, sex,~~
29 ~~gender, gender identity, gender expression, sexual orientation,~~
30 ~~marital status, national origin, ancestry, source of income, familial~~
31 ~~status, disability, genetic information, or housing status.~~

32 ~~(j) To deny a person access to, or membership or participation~~
33 ~~in, a multiple listing service, real estate brokerage organization,~~
34 ~~or other service because of race, color, religion, sex, gender, gender~~
35 ~~identity, gender expression, sexual orientation, marital status,~~
36 ~~ancestry, disability, genetic information, familial status, source of~~
37 ~~income, national origin, or housing status.~~

38 ~~(k) To otherwise make unavailable or deny a dwelling based~~
39 ~~on discrimination because of race, color, religion, sex, gender,~~
40 ~~gender identity, gender expression, sexual orientation, familial~~

1 status, source of income, disability, genetic information, national
2 origin, or housing status.

3 ~~(f) To discriminate through public or private land use practices,~~
4 ~~decisions, and authorizations because of race, color, religion, sex,~~
5 ~~gender, gender identity, gender expression, sexual orientation,~~
6 ~~familial status, marital status, disability, genetic information,~~
7 ~~national origin, source of income, ancestry, or housing status.~~
8 ~~Discrimination includes, but is not limited to, restrictive covenants,~~
9 ~~zoning laws, denials of use permits, and other actions authorized~~
10 ~~under the Planning and Zoning Law (Title 7 (commencing with~~
11 ~~Section 65000)), that make housing opportunities unavailable.~~

12 ~~Discrimination under this subdivision also includes the existence~~
13 ~~of a restrictive covenant, regardless of whether accompanied by a~~
14 ~~statement that the restrictive covenant is repealed or void.~~

15 ~~(m) As used in this section, “race, color, religion, sex, gender,~~
16 ~~gender identity, gender expression, sexual orientation, marital~~
17 ~~status, national origin, ancestry, familial status, source of income,~~
18 ~~disability, genetic information, or housing status,” includes a~~
19 ~~perception that the person has any of those characteristics or that~~
20 ~~the person is associated with a person who has, or is perceived to~~
21 ~~have, any of those characteristics.~~

22 ~~(n) To use a financial or income standard in the rental of housing~~
23 ~~that fails to account for the aggregate income of persons residing~~
24 ~~together or proposing to reside together on the same basis as the~~
25 ~~aggregate income of married persons residing together or proposing~~
26 ~~to reside together.~~

27 ~~(o) In instances where there is a government rent subsidy, to~~
28 ~~use a financial or income standard in assessing eligibility for the~~
29 ~~rental of housing that is not based on the portion of the rent to be~~
30 ~~paid by the tenant.~~

31 ~~(p) (1) For the purposes of this section, “source of income”~~
32 ~~means lawful, verifiable income paid directly to a tenant or paid~~
33 ~~to a representative of a tenant. For the purposes of this section, a~~
34 ~~landlord is not considered a representative of a tenant.~~

35 ~~(2) For the purposes of this section, it shall not constitute~~
36 ~~discrimination based on source of income to make a written or~~
37 ~~oral inquiry concerning the level or source of income.~~

38 ~~SEC. 19. Section 12955.8 of the Government Code is amended~~
39 ~~to read:~~

1 ~~12955.8.~~ For purposes of this article, in connection with
2 unlawful practices:

3 (a) ~~Proof of an intentional violation of this article includes, but~~
4 ~~is not limited to, an act or failure to act that is otherwise covered~~
5 ~~by this part, that demonstrates an intent to discriminate in any~~
6 ~~manner in violation of this part. A person intends to discriminate~~
7 ~~if race, color, religion, sex, gender, gender identity, gender~~
8 ~~expression, sexual orientation, marital status, national origin,~~
9 ~~ancestry, familial status, source of income, disability, genetic~~
10 ~~information, or housing status is a motivating factor in committing~~
11 ~~a discriminatory housing practice even though other factors may~~
12 ~~have also motivated the practice. An intent to discriminate may~~
13 ~~be established by direct or circumstantial evidence.~~

14 (b) ~~Proof of a violation causing a discriminatory effect is shown~~
15 ~~if an act or failure to act that is otherwise covered by this part, and~~
16 ~~that has the effect, regardless of intent, of unlawfully discriminating~~
17 ~~on the basis of race, color, religion, sex, gender, gender identity,~~
18 ~~gender expression, sexual orientation, marital status, national~~
19 ~~origin, ancestry, familial status, source of income, disability,~~
20 ~~genetic information, or housing status. A business establishment~~
21 ~~whose action or inaction has an unintended discriminatory effect~~
22 ~~shall not be considered to have committed an unlawful housing~~
23 ~~practice in violation of this part if the business establishment can~~
24 ~~establish that the action or inaction is necessary to the operation~~
25 ~~of the business and effectively carries out the significant business~~
26 ~~need it is alleged to serve. In cases that do not involve a business~~
27 ~~establishment, the person whose action or inaction has an~~
28 ~~unintended discriminatory effect shall not be considered to have~~
29 ~~committed an unlawful housing practice in violation of this part~~
30 ~~if the person can establish that the action or inaction is necessary~~
31 ~~to achieve an important purpose sufficiently compelling to override~~
32 ~~the discriminatory effect and effectively carries out the purpose it~~
33 ~~is alleged to serve.~~

34 (1) ~~Any determination of a violation pursuant to this subdivision~~
35 ~~shall consider whether or not there are feasible alternatives that~~
36 ~~would equally well or better accomplish the purpose advanced~~
37 ~~with a less discriminatory effect.~~

38 (2) ~~For purposes of this subdivision, the term “business~~
39 ~~establishment” shall have the same meaning as in Section 51 of~~
40 ~~the Civil Code.~~

1 ~~SEC. 20. Section 12956.1 of the Government Code is amended~~
2 ~~to read:~~

3 ~~12956.1. (a) As used in this section, “association,” “governing~~
4 ~~documents,” and “declaration” have the same meanings as set forth~~
5 ~~in Sections 4080, 4135, and 4150 of the Civil Code.~~

6 ~~(b) (1) A county recorder, title insurance company, escrow~~
7 ~~company, real estate broker, real estate agent, or association that~~
8 ~~provides a copy of a declaration, governing document, or deed to~~
9 ~~any person shall place a cover page or stamp on the first page of~~
10 ~~the previously recorded document or documents stating, in at least~~
11 ~~14-point boldface type, the following:~~

12 ~~“If this document contains any restriction based on race, color,~~
13 ~~religion, sex, gender, gender identity, gender expression, sexual~~
14 ~~orientation, familial status, marital status, disability, genetic~~
15 ~~information, national origin, source of income as defined in~~
16 ~~subdivision (p) of Section 12955, ancestry, or housing status, that~~
17 ~~restriction violates state and federal fair housing laws and is void,~~
18 ~~and may be removed pursuant to Section 12956.2 of the~~
19 ~~Government Code. Lawful restrictions under state and federal law~~
20 ~~on the age of occupants in senior housing or housing for older~~
21 ~~persons shall not be construed as restrictions based on familial~~
22 ~~status.”~~

23 ~~(2) The requirements set forth in paragraph (1) shall not apply~~
24 ~~to documents being submitted for recordation to a county recorder.~~

25 ~~(c) Any person who records a document for the express purpose~~
26 ~~of adding a racially restrictive covenant is guilty of a misdemeanor.~~
27 ~~The county recorder shall not incur any liability for recording the~~
28 ~~document. Notwithstanding any other provision of law, a~~
29 ~~prosecution for a violation of this subdivision shall commence~~
30 ~~within three years after the discovery of the recording of the~~
31 ~~document.~~

32 ~~SEC. 21. Section 12956.2 of the Government Code is amended~~
33 ~~to read:~~

34 ~~12956.2. (a) A person who holds an ownership interest of~~
35 ~~record in property that he or she believes is the subject of an~~
36 ~~unlawfully restrictive covenant in violation of subdivision (l) of~~
37 ~~Section 12955 may record a document titled Restrictive Covenant~~
38 ~~Modification. The county recorder may choose to waive the fee~~
39 ~~prescribed for recording and indexing instruments pursuant to~~
40 ~~Section 27361 in the case of the modification document provided~~

1 ~~for in this section. The modification document shall include a~~
2 ~~complete copy of the original document containing the unlawfully~~
3 ~~restrictive language with the unlawfully restrictive language~~
4 ~~stricken.~~

5 ~~(b) Before recording the modification document, the county~~
6 ~~recorder shall submit the modification document and the original~~
7 ~~document to the county counsel who shall determine whether the~~
8 ~~original document contains an unlawful restriction based on race,~~
9 ~~color, religion, sex, gender, gender identity, gender expression,~~
10 ~~sexual orientation, familial status, marital status, disability, national~~
11 ~~origin, source of income as defined in subdivision (p) of Section~~
12 ~~12955, ancestry, or housing status. The county counsel shall return~~
13 ~~the documents and inform the county recorder of its determination.~~
14 ~~The county recorder shall refuse to record the modification~~
15 ~~document if the county counsel finds that the original document~~
16 ~~does not contain an unlawful restriction as specified in this~~
17 ~~paragraph.~~

18 ~~(c) The modification document shall be indexed in the same~~
19 ~~manner as the original document being modified. It shall contain~~
20 ~~a recording reference to the original document in the form of a~~
21 ~~book and page or instrument number, and date of the recording.~~

22 ~~(d) Subject to covenants, conditions, and restrictions that were~~
23 ~~recorded after the recording of the original document that contains~~
24 ~~the unlawfully restrictive language and subject to covenants,~~
25 ~~conditions, and restrictions that will be recorded after the~~
26 ~~Restrictive Covenant Modification, the restrictions in the~~
27 ~~Restrictive Covenant Modification, once recorded, are the only~~
28 ~~restrictions having effect on the property. The effective date of the~~
29 ~~terms and conditions of the modification document shall be the~~
30 ~~same as the effective date of the original document.~~

31 ~~(e) The county recorder shall make available to the public~~
32 ~~Restrictive Covenant Modification forms.~~

33 ~~(f) If the holder of an ownership interest of record in property~~
34 ~~causes to be recorded a modified document pursuant to this section~~
35 ~~that contains modifications not authorized by this section, the~~
36 ~~county recorder shall not incur liability for recording the document.~~
37 ~~The liability that may result from the unauthorized recordation is~~
38 ~~the sole responsibility of the holder of the ownership interest of~~
39 ~~record who caused the modified recordation.~~

1 ~~(g) This section does not apply to persons holding an ownership~~
2 ~~interest in property that is part of a common interest development~~
3 ~~as defined in Section 4100 of the Civil Code if the board of~~
4 ~~directors of that common interest development is subject to the~~
5 ~~requirements of subdivision (b) of Section 4225 of the Civil Code.~~

6 SEC. 22. Section 12993 of the Government Code is amended
7 to read:

8 ~~12993. (a) The provisions of this part shall be construed~~
9 ~~liberally for the accomplishment of the purposes of this part.~~
10 ~~Nothing contained in this part shall be deemed to repeal any of the~~
11 ~~provisions of the Civil Rights Law or of any other law of this state~~
12 ~~relating to discrimination because of race, religious creed, color,~~
13 ~~national origin, ancestry, physical disability, mental disability,~~
14 ~~medical condition, genetic information, marital status, sex, age,~~
15 ~~sexual orientation, or housing status, unless those provisions~~
16 ~~provide less protection to the enumerated classes of persons~~
17 ~~covered under this part.~~

18 ~~(b) Nothing contained in this part relating to discrimination in~~
19 ~~employment on account of sex or medical condition shall be~~
20 ~~deemed to affect the operation of the terms or conditions of any~~
21 ~~bona fide retirement, pension, employee benefit, or insurance plan,~~
22 ~~provided the terms or conditions are in accordance with customary~~
23 ~~and reasonable or actuarially sound underwriting practices.~~

24 ~~(c) While it is the intention of the Legislature to occupy the field~~
25 ~~of regulation of discrimination in employment and housing~~
26 ~~encompassed by the provisions of this part, exclusive of all other~~
27 ~~laws banning discrimination in employment and housing by any~~
28 ~~city, city and county, county, or other political subdivision of the~~
29 ~~state, nothing contained in this part shall be construed, in any~~
30 ~~manner or way, to limit or restrict the application of Section 51 of~~
31 ~~the Civil Code.~~

32 SEC. 23. Section 868.8 of the Penal Code is amended to read:

33 ~~868.8. Notwithstanding any other provision of law, in any~~
34 ~~criminal proceeding in which the defendant is charged with a~~
35 ~~violation of Section 243.4, 261, 273a, 273d, 285, 286, 288, 288a,~~
36 ~~288.5, or 289, subdivision (1) of Section 314, Section 647.6, or~~
37 ~~former Section 647a, or any crime that constitutes domestic~~
38 ~~violence defined in Section 13700, committed with or upon a~~
39 ~~person with a disability or a minor under 11 years of age, the court~~
40 ~~shall take special precautions to provide for the comfort and support~~

1 of the person with a disability or minor and to protect him or her
2 from coercion, intimidation, or undue influence as a witness,
3 including, but not limited to, any of the following:

4 (a) In the court's discretion, the witness may be allowed
5 reasonable periods of relief from examination and
6 cross-examination during which he or she may retire from the
7 courtroom. The judge may also allow other witnesses in the
8 proceeding to be examined when the person with a disability or
9 child witness retires from the courtroom.

10 (b) Notwithstanding Section 68110 of the Government Code,
11 in his or her discretion, the judge may remove his or her robe if
12 the judge believes that this formal attire intimidates the person
13 with a disability or the minor.

14 (c) In the court's discretion the judge, parties, witnesses, support
15 persons, and court personnel may be relocated within the courtroom
16 to facilitate a more comfortable and personal environment for the
17 person with a disability or child witness.

18 (d) In the court's discretion, the taking of the testimony of the
19 person with a disability or the minor may be limited to normal
20 school hours if there is no good cause to take the testimony of the
21 person with a disability or the minor during other hours.

22 (e) For the purposes of this section, the term "disability" is
23 defined in subdivision (k) of Section 12926 of the Government
24 Code.

25 SEC. 24. Section 4900 of the Welfare and Institutions Code is
26 amended to read:

27 4900. (a) The definitions contained in this section shall govern
28 the construction of this division, unless the context requires
29 otherwise. These definitions shall not be construed to alter or
30 impact the definitions or other provisions of the Elder Abuse and
31 Dependent Adult Civil Protection Act (Chapter 11 (commencing
32 with Section 15600)), or Chapter 13 (commencing with Section
33 15750), of Part 3 of Division 9.

34 (b) "Abuse" means an act, or failure to act, that would constitute
35 abuse as that term is defined in federal regulations pertaining to
36 the authority of protection and advocacy agencies, including
37 Section 51.2 of Title 42 of the Code of Federal Regulations or
38 Section 1386.19 of Title 45 of the Code of Federal Regulations.
39 "Abuse" also means an act, or failure to act, that would constitute

1 ~~abuse as that term is defined in Section 15610.07 of this code or~~
2 ~~Section 11165.6 of the Penal Code.~~

3 ~~(e) “Complaint” has the same meaning as “complaint” as defined~~
4 ~~in federal statutes and regulations pertaining to the authority of~~
5 ~~protection and advocacy agencies, including Section 10802(1) of~~
6 ~~Title 42 of the United States Code, Section 51.2 of Title 42 of the~~
7 ~~Code of Federal Regulations, or Section 1386.19 of Title 45 of the~~
8 ~~Code of Federal Regulations.~~

9 ~~(d) “Disability” means a developmental disability, as defined~~
10 ~~in Section 15002(8) of Title 42 of the United States Code, a mental~~
11 ~~illness, as defined in Section 10802(4) of Title 42 of the United~~
12 ~~States Code, a disability within the meaning of the federal~~
13 ~~Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101~~
14 ~~et seq.), as defined in Section 12102(2) of Title 42 of the United~~
15 ~~States Code, or a disability within the meaning of the California~~
16 ~~Fair Employment and Housing Act (Part 2.8 (commencing with~~
17 ~~Section 12900) of Division 3 of Title 2 of the Government Code);~~
18 ~~as defined in subdivision (k) or (m) of Section 12926 of the~~
19 ~~Government Code.~~

20 ~~(e) “Facility” or “program” means a public or private facility~~
21 ~~or program providing services, support, care, or treatment to~~
22 ~~persons with disabilities, even if only on an as-needed basis or~~
23 ~~under contractual arrangement. “Facility” or “program” includes,~~
24 ~~but is not limited to, a hospital, a long-term health care facility, a~~
25 ~~community living arrangement for people with disabilities,~~
26 ~~including a group home, a board and care home, an individual~~
27 ~~residence or apartment of a person with a disability where services~~
28 ~~are provided, a day program, a juvenile detention facility, a~~
29 ~~homeless shelter, a jail, or a prison, including all general areas, as~~
30 ~~well as special, mental health, or forensic units. The term includes~~
31 ~~any facility licensed under Division 2 (commencing with Section~~
32 ~~1200) of the Health and Safety Code and any facility that is~~
33 ~~unlicensed but is not exempt from licensure as provided in~~
34 ~~subdivision (a) of Section 1503.5 of the Health and Safety Code.~~
35 ~~The term also includes a public or private school or other institution~~
36 ~~or program providing education, training, habilitation, therapeutic,~~
37 ~~or residential services to persons with disabilities.~~

38 ~~(f) “Legal guardian,” “conservator,” or “legal representative”~~
39 ~~means a person appointed by a state court or agency empowered~~
40 ~~under state law to appoint and review the legal guardian,~~

1 conservator, or legal representative, as appropriate. With respect
2 to an individual described under paragraph (2) of subdivision (i),
3 this person is one who has the legal authority to consent to health
4 or mental health care or treatment on behalf of the individual. With
5 respect to an individual described under paragraphs (1) or (3) of
6 subdivision (i), this person is one who has the legal authority to
7 make all decisions on behalf of the individual. These terms include
8 the parent of a minor who has legal custody of the minor. These
9 terms do not include a person acting solely as a representative
10 payee, a person acting solely to handle financial matters, an
11 attorney or other person acting on behalf of an individual with a
12 disability solely in individual legal matters, or an official or his or
13 her designee who is responsible for the provision of treatment or
14 services to an individual with a disability.

15 (g) “Neglect” means a negligent act, or omission to act, that
16 would constitute neglect as that term is defined in federal statutes
17 and regulations pertaining to the authority of protection and
18 advocacy agencies, including Section 10802(5) of Title 42 of the
19 United States Code, Section 51.2 of Title 42 of the Code of Federal
20 Regulations, or Section 1386.19 of Title 45 of the Code of Federal
21 Regulations. “Neglect” also means a negligent act, or omission to
22 act, that would constitute neglect as that term is defined in
23 subdivision (b) of Section 15610.07 of this code or Section 11165.2
24 of the Penal Code.

25 (h) “Probable cause” to believe that an individual has been
26 subject to abuse or neglect, or is at significant risk of being
27 subjected to abuse or neglect, exists when the protection and
28 advocacy agency determines that it is objectively reasonable for
29 a person to entertain that belief. The individual making a probable
30 cause determination may base the decision on reasonable inferences
31 drawn from his or her experience or training regarding similar
32 incidents, conditions, or problems that are usually associated with
33 abuse or neglect. Information supporting a probable cause
34 determination may result from monitoring or other activities,
35 including, but not limited to, media reports and newspaper articles.

36 (i) “Protection and advocacy agency” means the private
37 nonprofit corporation designated by the Governor in this state
38 pursuant to federal law for the protection and advocacy of the
39 rights of persons with disabilities, including the following:

1 ~~(1) People with developmental disabilities, as authorized under~~
2 ~~the federal Developmental Disabilities Assistance and Bill of~~
3 ~~Rights Act of 2000, contained in Chapter 144 (commencing with~~
4 ~~Section 15001) of Title 42 of the United States Code.~~

5 ~~(2) People with mental illness, as authorized under the federal~~
6 ~~Protection and Advocacy for Mentally Ill Individuals Amendments~~
7 ~~Act of 1991, contained in Chapter 114 (commencing with Section~~
8 ~~10801) of Title 42 of the United States Code.~~

9 ~~(3) People with disabilities within the meaning of the federal~~
10 ~~Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101~~
11 ~~et seq.) as defined in Section 12102(2) of Title 42 of the United~~
12 ~~States Code, who do not have a developmental disability as defined~~
13 ~~in Section 15002(8) of Title 42 of the United States Code, people~~
14 ~~with a mental illness as defined in Section 10802(4) of Title 42 of~~
15 ~~the United States Code, and who are receiving services under the~~
16 ~~federal Protection and Advocacy of Individual Rights Act as~~
17 ~~defined in Section 794c of Title 29 of the United States Code, or~~
18 ~~people with a disability within the meaning of the California Fair~~
19 ~~Employment and Housing Act (Part 2.8 (commencing with Section~~
20 ~~12900) of Division 3 of Title 2 of the Government Code), as~~
21 ~~defined in subdivision (k) or (m) of Section 12926 of the~~
22 ~~Government Code.~~

23 ~~(j) “Reasonable unaccompanied access” means access that~~
24 ~~permits the protection and advocacy agency, without undue~~
25 ~~interference, to monitor, inspect, and observe conditions in facilities~~
26 ~~and programs, to meet and communicate with residents and service~~
27 ~~recipients privately and confidentially on a regular basis, formally~~
28 ~~or informally, by telephone, mail, electronic mail, and in person,~~
29 ~~and to review records privately and confidentially, in a manner~~
30 ~~that minimizes interference with the activities of the program or~~
31 ~~service, that respects residents’ privacy interests and honors a~~
32 ~~resident’s request to terminate an interview, and that does not~~
33 ~~jeopardize the physical health or safety of facility or program staff,~~
34 ~~residents, service recipients, or protection and advocacy agency~~
35 ~~staff.~~

36 *SEC. 5. Section 11135 of the Government Code is amended to*
37 *read:*

38 11135. (a) No person in the State of California shall, on the
39 basis of race, national origin, ethnic group identification, religion,
40 age, sex, sexual orientation, color, *housing status*, genetic

1 information, or disability, be unlawfully denied full and equal
2 access to the benefits of, or be unlawfully subjected to
3 discrimination under, any program or activity that is conducted,
4 operated, or administered by the state or by any state agency, is
5 funded directly by the state, or receives any financial assistance
6 from the state. Notwithstanding Section 11000, this section applies
7 to the California State University.

8 (b) With respect to discrimination on the basis of disability,
9 programs and activities subject to subdivision (a) shall meet the
10 protections and prohibitions contained in Section 202 of the federal
11 Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132),
12 and the federal rules and regulations adopted in implementation
13 thereof, except that if the laws of this state prescribe stronger
14 protections and prohibitions, the programs and activities subject
15 to subdivision (a) shall be subject to the stronger protections and
16 prohibitions.

17 (c) (1) As used in this section, “disability” means any mental
18 or physical disability, as defined in Section 12926.

19 (2) The Legislature finds and declares that the amendments
20 made to this act are declarative of existing law. The Legislature
21 further finds and declares that in enacting Senate Bill 105 of the
22 2001–02 Regular Session (Chapter 1102 of the Statutes of 2002),
23 it was the intention of the Legislature to apply subdivision (d) to
24 the California State University in the same manner that
25 subdivisions (a), (b), and (c) already applied to the California State
26 University, notwithstanding Section 11000. In clarifying that the
27 California State University is subject to paragraph (2) of
28 subdivision (d), it is not the intention of the Legislature to increase
29 the cost of developing or procuring electronic and information
30 technology. The California State University shall, however, in
31 determining the cost of developing or procuring electronic or
32 information technology, consider whether technology that meets
33 the standards applicable pursuant to paragraph (2) of subdivision
34 (d) will reduce the long-term cost incurred by the California State
35 University in providing access or accommodations to future users
36 of this technology who are persons with disabilities, as required
37 by existing law, including this section, Title II of the federal
38 Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101
39 ~~and following~~) *et seq.*, and Section 504 of the Rehabilitation Act
40 of 1973 (29 U.S.C. Sec. 794).

1 (d) (1) The Legislature finds and declares that the ability to
2 utilize electronic or information technology is often an essential
3 function for successful employment in the current work world.

4 (2) In order to improve accessibility of existing technology, and
5 therefore increase the successful employment of individuals with
6 disabilities, particularly blind and visually impaired and deaf and
7 hard-of-hearing persons, state governmental entities, in developing,
8 procuring, maintaining, or using electronic or information
9 technology, either indirectly or through the use of state funds by
10 other entities, shall comply with the accessibility requirements of
11 Section 508 of the federal Rehabilitation Act of 1973, as amended
12 (29 U.S.C. Sec. 794d), and regulations implementing that act as
13 set forth in Part 1194 of Title 36 of the Federal Code of
14 Regulations.

15 (3) Any entity that contracts with a state or local entity subject
16 to this section for the provision of electronic or information
17 technology or for the provision of related services shall agree to
18 respond to, and resolve any complaint regarding accessibility of
19 its products or services that is brought to the attention of the entity.

20 (e) As used in this section, “sex” and “sexual orientation” have
21 the same meanings as those terms are defined in subdivisions (q)
22 and (r) of Section 12926.

23 (f) As used in this section, “race, national origin, ethnic group
24 identification, religion, age, sex, sexual orientation, color, or
25 disability” includes a perception that a person has any of those
26 characteristics or that the person is associated with a person who
27 has, or is perceived to have, any of those characteristics.

28 (g) As used in this section, “genetic information” has the same
29 definition as in paragraph (2) of subdivision (e) of Section 51 of
30 the Civil Code.

31 (h) *For purposes of this section “housing status” has the same*
32 *meaning as that term is defined in subdivision (g) of Section 53.1*
33 *of the Civil Code.*

34 ~~SEC. 25.~~

35 SEC. 6. The Legislature finds and declares that the need to
36 address discriminatory practices is a matter of statewide concern
37 and is not a municipal affair, as that term is used in Section 5 of
38 Article XI of the California Constitution. Therefore, this act shall
39 apply to all cities, including charter cities.

1 ~~SEC. 26.~~

2 *SEC. 7.* The provisions of this act are severable. If any
3 provision of this act or its application is held invalid, that invalidity
4 shall not affect other provisions or applications that can be given
5 effect without the invalid provision or application.

6 ~~SEC. 27.~~ No reimbursement is required by this act pursuant to
7 Section 6 of Article XIII B of the California Constitution for certain
8 costs that may be incurred by a local agency or school district
9 because, in that regard, this act creates a new crime or infraction,
10 eliminates a crime or infraction, or changes the penalty for a crime
11 or infraction, within the meaning of Section 17556 of the
12 Government Code, or changes the definition of a crime within the
13 meaning of Section 6 of Article XIII B of the California
14 Constitution.

15 However, if the Commission on State Mandates determines that
16 this act contains other costs mandated by the state, reimbursement
17 to local agencies and school districts for those costs shall be made
18 pursuant to Part 7 (commencing with Section 17500) of Division
19 4 of Title 2 of the Government Code.

20 *SEC. 8.* If the Commission on State Mandates determines that
21 this act contains costs mandated by the state, reimbursement to
22 local agencies and school districts for those costs shall be made
23 pursuant to Part 7 (commencing with Section 17500) of Division
24 4 of Title 2 of the Government Code.

BILL ANALYSIS

AB 5
Page 1

Date of Hearing: April 23, 2013

ASSEMBLY COMMITTEE ON JUDICIARY
Bob Wieckowski, Chair
AB 5 (Ammiano) - As Amended: April 8, 2013

As Proposed to be Amended

SUBJECT : HOMELESS PERSONS: BASIC RIGHTS

KEY ISSUE : SHOULD NEW RIGHTS FOR HOMELESS PERSONS BE ESTABLISHED, INCLUDING A PROHIBITION AGAINST DISCRIMINATION BY PUBLIC ENTITIES ON PUBLIC PROPERTY, RIGHTS TO CONFIDENTIALITY AND LEGAL COUNSEL, PROTECTIONS FOR THOSE WHO AID A HOMELESS PERSON, REQUIRED REPORTS REGARDING SPECIFIED LAW ENFORCEMENT ACTIVITIES AND ESTABLISHMENT OF AID CENTERS?

FISCAL EFFECT : As currently in print this bill is keyed fiscal.

SYNOPSIS

This bill would enact the Homeless Person's Bill of Rights and Fairness Act. As originally introduced, the bill was met with significant criticism. It has since been substantially amended, and further narrowing amendments are proposed today. In the form before this Committee, the bill would establish certain protections against discrimination on the basis of homelessness by public entities with regard to persons on public property engaged in specified activities, such as resting, eating and praying. Further, the bill would prohibit penalties against persons who offer food or water to homeless persons, and would prohibit retaliation against public employees who offer appropriate assistance to a homeless person. The bill also ensures that homeless persons have rights to confidentiality in specified public records, and the right to decline public services without sanction or harassment. In addition, the bill would establish a far broader right to rest on public property, regardless of local prohibitions, unless the applicable county provided specified levels of public benefits. The bill also requires local governments to provide health and hygiene centers for use by homeless people, and requires law enforcement agencies to compile and report data regarding enforcement activities that homeless people allege are selectively enforced against them. Finally, the bill would provide a right to legal counsel when a local government brings specified criminal

AB 5
Page 2

enforcement actions against a homeless person, and would provide a civil right of action for violations of the civil rights recognized in the bill. The bill would apply only to public officials and quasi-public entities such as Business Improvement Districts (BIDs) and security personnel, not to private business establishments.

Supporters argue that homelessness has increased as the result of increased poverty rates, in conjunction with diminished social spending, leading many local governments to respond by simply criminalizing the basic human activities of homeless people. Opponents representing local governments and business groups argue that the bill fails to strike an appropriate balance between promoting health and safety for all residents and respecting the local designation of resources. Opponents also contend that the bill would create costly mandates, blur the line between local jurisdiction authority, and undermine the local decision making process.

SUMMARY : Recognizes specified rights for homeless people. Specifically, this bill :

- 1) Provides that every homeless person in the state shall have the right to move freely, rest, solicit donations, pray, meditate, or practice religion, and to eat, share, accept, or give food and water in public spaces without being subject to criminal or civil sanctions, harassment or arrest by law enforcement, public or private security personnel, or Business Improvement District (BID) agents because he or she is homeless.
- 2) Provides that every homeless person shall have the right to occupy a motor vehicle or recreational vehicle either to rest, sleep, or use for the purposes of shelter, provided that the vehicle is legally parked on public property, without being subject to criminal or civil sanctions, harassment, or arrest from law enforcement, public or private security personnel, or

BID agents.

- 3) Provides that every homeless person shall have the right to the same protections that law enforcement agencies afford to any other person.
- 4) Provides that law enforcement may enforce existing local laws regarding resting in a public place provided that specified

AB 5
Page 3

human service criteria are met: the person's county of residence maintains 12 months per year of nonmedical assistance for employable, able-bodied adults who are compliant with program rules established by the county, including work requirements; the locality is not a geographical area as an area of concentrated unemployment or underemployment or an area of labor surplus; and the public housing waiting list maintained by the county contains fewer than 50 persons.

- 5) Provides that every homeless person has the right to engage in lawful self-employment, in the same manner as any other person, including, but not limited to, the right to seek self-employment in junk removal and recycling that requires the collection, possession, redemption, and storage of goods for reuse and recycling, without being subject to criminal or civil sanctions, harassment, or arrest.
- 6) Provides that every homeless person shall have the right to decline admittance to a public or private shelter or any other accommodation, including social services programs, for any reason he or she sees fit, without being subject to criminal or civil sanctions, harassment, or arrest from law enforcement, public or private security personnel, or BID agents.
- 7) Provides that every homeless person shall have the right to confidentiality of his or her records and information by homeless shelters, medical centers, schools, or any other publicly funded human service provider to law enforcement agencies, employers or landlords without appropriate legal authority.
- 8) Provides that every homeless person shall have the right to assistance of counsel if a county chooses to initiate judicial proceedings under laws that are often selectively enforced against homeless people.
- 9) Prohibits retaliation against public employees who offer available resources to a homeless person in order to protect that person from harm.
- 10) Prohibits the civil sanction, arrest, or harassment of any person or organization offering food or water in a public space to a homeless person.

AB 5
Page 4

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- 11) Provides that every local government and disadvantaged unincorporated community within the state shall have sufficient health and hygiene centers available 24 hours a day, seven days a week, for use by homeless people.
 - 12) Requires law enforcement agencies to annually compile and review the number of citations, arrests, and other enforcement activities under laws that are alleged to be selectively enforced against homeless people.
 - 13) Requires local law enforcement agencies to make public the records of citations, arrests and other enforcement activities under laws that are alleged to be selectively enforced against homeless people, and to report these records to the Attorney General's office annually.
 - 14) Provides that any person whose rights have been violated under this part may enforce that right in a civil action in which the court may award appropriate relief and damages, including restitution for loss of property or personal effects and belongings as well as reasonable attorneys' fees and costs to a prevailing plaintiff.
 - 15) Provides that no person shall, on the basis of housing

status, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state or receives any financial assistance from the state.

EXISTING LAW :

- 1) Provides that all persons are free and equal no matter what their sex, race, color religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation and are entitled to full and equal accommodations, advantages, facilities, privileges, or services in all business establishments. (Civil Code section 51.)
- 2) Establishes that no person shall be discriminated under any state-funded program or activity on the basis of race, national origin, ethnic group identification, religion, age,

sex, sexual orientation, color, genetic information, or disability. (Government Code section 11135.)

COMMENTS : In support of the bill, the author states:

There is currently no unified state law that defines a statewide standard protecting basic civil rights of our most vulnerable Californians. Today, numerous laws infringe on poor people's ability to exist in public space, to acquire housing, employment, and basic services, and to equal protection under the law. The Homeless Person's Bill of Rights and Fairness Act is a response that can help alleviate poverty and homelessness while protecting people from discrimination and ensuring a right to privacy and personal property.

With poverty and unemployment reaching record numbers in California, our cities have begun enacting a wave of such laws, targeting mostly people without homes. These laws, commonly called "quality of life" or "anti-nuisance" ordinances, criminalize sleeping, sitting, and even food-sharing in public spaces. Just like the discriminatory laws from the past, they deny people their right to exist in local communities.

According to research published by the Western Regional Advocacy Project, the main "illegal offenses" that people without homes have been charged with as a result of these "nuisance" laws are:

83% harassed for sleeping , with 48% of these people cited and 30% arrested.

79% harassed for sitting or lying down , with 43% of these people cited and 26% arrested.

66% harassed for "loitering " or being present in a public space, with 40% of these people cited and 24% arrested.

This same study found that the majority of people without homes were scared to live on the streets and that they did not know of a safe place to sleep at night where they would not be arrested.

The solution to homelessness is not citations and jail time. A citation for sleeping or standing on the street,

instead, contributes to a person's inability to establish financial solvency and good credit necessary to secure employment and a rental agreement. Citations, arrests and jail time do not solve homelessness, they just route crucial public dollars that could be spent on housing, to an already impacted court and corrections system, neither of which have the responsibility or resources to provide housing. Homelessness is a consequence of poverty and inability to afford housing and can only be curtailed by shifting our priorities to address these root causes.

AB 5 enacts law protecting people without homes from violations of their basic human rights and the people who

serve them from penalties. It also resolves to reduce the impact of homelessness on communities and individuals by diverting investment from criminalization to stabilization efforts.

Supporters Argue That Homelessness Has Increased As the Result of Increased Poverty Rates In Conjunction With Diminished Social Spending, Leading Many Local Governments To Respond By Simply Criminalizing Homelessness. This bill is co-sponsored by the Western Center on Law and Poverty, JERICHO, and the Western Regional Advocacy Project which jointly state:

Homelessness is the most brutal and severe face of poverty, experienced daily by 160,000 men, women, and children in California. This represents 20% of the nation's homeless population. In recent years, there have been increases in the numbers people experiencing homelessness. Homelessness not only has grave human consequences, it also creates challenges for local governments, both rural and urban.

Families with children have been one of the fastest growing groups of homeless people, representing over 40% of the nation's homeless in 2009 according to the National Coalition for the Homeless. In California, child homelessness is high. The National Center on Family Homelessness has given California a rank of 49th worst in the number of homeless children and 48th worst in the percentage of children who are homeless. According to data collected by the McKinney-Vento Educational Programs more than 292,624 California children experience homelessness each year. Of the 2,200,000 children living in poverty in California, thirteen percent are homeless.

AB 5
Page 7

It should come as no surprise that homelessness is increasing among families with children, as poverty among families with children is also on the rise. According to the Public Policy Institute of California, after reaching a low of about 16% in 2001, the child poverty rate in California has been trending upward with nearly 1 in 4 children living in poverty in California (23.2%) in 2010. California is in the minority of states with an increase in child poverty over 5% per year for the last couple of years.

The consequences of poverty for people who lack housing are significant. Homeless families are twice as likely as middle-income families to report that their children have moderate or severe health problems such as asthma, dental problems, and emotional difficulties.

The health consequences of homelessness are not limited to children. On average, homeless adults have 8 to 9 concurrent medical illnesses, commonly suffering from skin conditions, respiratory infections, tooth decay, foot problems, vision disturbances, and trauma. Chronic diseases, such as hypertension, diabetes, and asthma, are prevalent among people without homes and are more difficult to manage. Sexually Transmitted Infections (STIs) are common among homeless girls and women, as a result of limited access to reproductive health services, prostitution, and survival sex (sex in exchange for food or temporary shelter). Homelessness contributes to hard-to-manage medical and psychiatric illnesses because people who don't have homes are more vulnerable to harm caused by crime and violence; prolonged standing; excessive outdoor exposure; and airborne infectious diseases due to overcrowding.

Without a home, people are less able to safely store or prepare food and so are more likely to succumb to food borne illnesses.

The human experience of homelessness is profound. Whether a child, adult or elder, the lack of privacy and social isolation experienced by people with no home can lead to significant bouts of depression and have long-lasting

AB 5
Page 8

impacts on self-worth and emotional wellbeing. The

prevalence of homelessness in the 21st century is a result of an inexcusable failure of our economic and political system that has led, not only, to violations of internationally recognized human rights but also impact the public health of entire communities.

Episodes of mass homelessness have occurred throughout U.S. history. However, in the middle of the twentieth century, following failed attempts to outrun vagrancy by passing laws criminalizing the existence of poverty, New Deal policies and post-World War II social welfare programs effectively reduced the numbers of homeless people in the United States. Certainly, marginally housed populations and severe urban poverty did continue to exist after these policies and programs were initiated, especially amongst elderly men living in skid rows and amongst people facing racist economic discrimination. Yet, few people were so deeply poor and had such limited options that they were forced to live on the streets.

Now, three decades after the first homeless shelters opened, with comparative investments in affordable housing the lowest since it began, there is an uptick in laws that make it illegal to be poor and homeless in public spaces.

The following facts documenting that decline are included in the Western Regional Advocacy Project report Without Housing:

Between 1978 and 1983, HUD budget authority shrank from \$83 billion to little more than \$18 billion in 2004 constant dollars, and since then has never been more than \$32 billion except for in 2009 and 2010 because of Recovery Act funding.

HUD Funding for new public housing units has been zero since 1996. Meanwhile, since 1995, 360,000 housing units have been lost. HUD estimates that approximately 100,000 units are sold or destroyed each year.

Since 1995, 360,000 project-based units of Section 8 housing that have been lost and another 900,000 of these units have contract set to expire before 2014,

AB 5
Page 9

accounting for the long wait lists for housing assistance. As a result, current funding for the voucher program meets the needs of only one-quarter of homeless families.

From 1976-1985, a yearly average of almost 31,000 new Section 515 rural affordable housing units were built, from 1986-2005, the average yearly production was 8170, a 74 percent reduction and in 2011 only 763 units were built.

On top of the loss of public housing, affordable housing construction and Section 8 vouchers, rental markets have the lowest vacancy rates in a decade causing rental costs to remain high throughout the recession. According to the Urban Institute's 2011 Out of Reach report, on average in 2011 a household needs to earn \$18.46 an hour, working 40 hours a week, 52 weeks a year, to afford a two-bedroom home at the Fair Market Rent.

Perhaps most distressing about, and very much related to, the increase in homelessness and dramatic decrease in federal funding for affordable housing and support for low-income renters caught in this tight rental market is that the federal government is spending more on housing subsidies today than it ever has, but these subsidies overwhelmingly benefit wealthy home owners. Federal expenditures on home ownership mortgage deductions in 2012 were \$131 billion, while total funding in federal low-income housing assistance programs was under \$50 billion.

_ This bill is also co-sponsored by the East Bay Community Law Center, which states:

At EBCLC, we have worked extensively with homeless clients over the past 25 years. We have seen firsthand the trend toward criminalization of homelessness, and its ill effects. Our clients are charged with trespassing for standing on a public sidewalk, while nearby housed people are - unsurprisingly - not cited. AB 5 would prohibit that kind of selective enforcement. We have elderly and disabled homeless clients who endured criminal prosecution because they were sleeping under an out-of-the-way awning or overhang on a rainy night. AB 5 would limit enforcement of sleeping laws. We know homeless veterans who were cited for

AB 5
Page 10

having their neatly packed belongings in public, or who had all their earthly belongings confiscated and destroyed. AB 5 would protect personal property and require restitution when belongings were illegally discarded. It is mind-boggling when we see homeless people turned away from treatment programs, housing, or jobs because they have arrest warrants for "quality of life" tickets. AB 5 would curtail the government resources spent on giving homeless people citations they cannot afford to pay for acts that should not be criminal to begin with, and will thereby reduce jail and court costs that our state can ill afford.

AB 5's provisions are in line with experts' nationally-recognized policy recommendations. Citing and jailing homeless people for being in public is bad public policy, according to the federal government, the U.S. Conference of Mayors, numerous studies and reports and the

shown that businesses do not do better when cities criminalize homelessness. This is partly because criminalization does not house homeless people. In fact, criminalization can exacerbate homelessness, creating warrants and criminal records that can impede a homeless person's chance at getting housing, treatment, or employment.

experiences of homeless people themselves. Studies have

This Bill Prevents Discrimination On The Basis Of Homelessness By Public Entities In Public Places. This bill prohibits the discrimination against homeless people by public entities and BID agents with respect to specified activities on public property. Specifically: homeless people would have the right to move freely, rest, solicit donations, pray, meditate, or practice religion, and eat, share, accept, or give food and water in public spaces without being subject to criminal or civil sanctions, harassment or arrest by law enforcement, public or private security personnel, or BID agents because he or she is homeless.

Likewise, under this bill homeless people would have the right to occupy a motor vehicle or recreational vehicle either to rest, sleep, or use for the purposes of shelter, provided that the vehicle is legally parked on public property, without being subject to criminal or civil sanctions, harassment, or arrest from law enforcement, public or private security personnel, or BID agents. Homeless people would also have the right to engage

AB 5
Page 11

in lawful self-employment, in the same manner as any other person, without being subject to criminal or civil sanctions, harassment, or arrest because the person is homeless. This bill also provides that homeless persons shall not be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state or receives any financial assistance from the state. Thus, enforcement actions by the specified entities on public property that have the purpose or effect of discriminating against a person because he or she is homeless would be prohibited by the bill.

Further, this bill provides that every homeless person shall have the right to the same protections that law enforcement agencies afford to any other person.

This Bill Would Establish A New Right For Homeless People To Rest In Public Spaces Unless A Local Government Provides Specified Levels Of Public Benefits. In addition to the equal-treatment provision noted above, this bill would establish a more absolute right to rest in public places, notwithstanding that an ordinance or enforcement action may treat homeless and non-homeless persons the same. Under the bill, it appears that local governments could not prohibit sleeping in public parks by enforcing nighttime closing rules unless the county provides a specified level of human services. That is, the bill provides that law enforcement may enforce existing local laws regarding resting in a public place if the person's county of residence maintains 12 months per year of nonmedical assistance for employable, able-bodied adults who are compliant with program rules established by the county, including work requirements;

the locality is not a geographical area as an area of concentrated unemployment or underemployment or an area of labor surplus; and the public housing waiting list maintained by the county contains fewer than 50 persons.

This Bill Provides Homeless People The Right To Decline Public Services. According to supporters, homeless people are often forced to separate from loved ones, give up their personal property or pets in order to access public services, including shelters. This bill provides that every homeless person shall have the right to decline admittance to a public or private shelter or any other accommodation, including social services

AB 5
Page 12

programs, for any reason he or she sees fit, without being subject to criminal or civil sanctions, harassment, or arrest from law enforcement, public or private security personnel, or BID agents.

This Bill Provides Homeless People The Right To Confidentiality Regarding Certain Public Records. The records and information of homeless people kept by homeless shelters, medical centers, schools, or any other publicly funded human service provider would be kept confidential and not be disclosed to law enforcement agencies, employers or landlords unless there is appropriate legal authority to disclose.

This Bill Provides Those Wronged A Remedy For Violation Of Their Rights. Specially, this bill provides that any person whose rights have been violated under this part may enforce that right in a civil action in which the court may award appropriate relief and damages, including restitution for loss of property or personal effects and belongings as well as reasonable attorneys' fees and costs to a prevailing plaintiff.

This Bill Provides The Right To Counsel In Certain Cases. If a county chooses to initiate judicial proceedings under laws that are allegedly enforced selectively against homeless people, this bill would give the homeless person a right to counsel in that proceeding, expanding the existing constitutional right to counsel in criminal cases involving felonies.

The East Bay Community Law Center argues:

In the vast majority of counties, District Attorneys do not send attorneys to traffic court to represent the state in infraction cases. Rather, if a citation is challenged, the citing officer testifies, and the defendant has the opportunity to do so as well - normally, neither party is represented. However, in some small number of counties or cases, the District Attorney is spending attorney resources prosecuting municipal infractions.

For the most part AB 5 does not change existing law about when defendants receive counsel. It does, however, provide that if a prosecuting attorney is present in court, the defendant should have an attorney as well. Counties would be able to avoid the cost of defense (and much of the prosecution cost) by prosecuting infraction cases without

AB 5
Page 13

an attorney present for the state, as most counties already do. As a result, this provision of AB 5 could save money as well as balance the scales of people charged with crimes.

This Bill Prohibits Penalties Against Persons Who Offer Food Or Water And Prohibits Retaliation Against Public Officials Who Provide Aid. Specifically, this bill prohibits the civil sanction, arrest, or harassment of any person or organization offering food or water in a public space to a homeless person. Additionally, this bill prohibits retaliation against public employees who offer available resources to a homeless person in order to protect that person from harm.

This Bill Requires Local Governments To Provide Aid Centers For Homeless People. Supporters argue that people without a home are limited in their access to safe and responsible personal hygiene. This bill provides that every local government and disadvantaged unincorporated community within the state shall have sufficient health and hygiene centers available 24 hours a day, seven days a week, for use by homeless people.

In Order To Monitor Enforcement and Improve Law Enforcement Efficiency, This Bill Requires Recordkeeping Regarding Certain Law Enforcement Activities. This bill requires law enforcement agencies to annually compile and review of the number of citations, arrests, and other enforcement activities under laws that are allegedly enforced selectively against homeless people. Additionally, this bill requires local law enforcement agencies to make public the records of citations, arrests and other enforcement activities under laws that are often selectively enforced against homeless people and to report these records to the Attorney General's office annually.

The East Bay Community Law Center argues that tracking this information is vital to improved homeless policy in California because "we cannot address the problems of discriminatory enforcement—a problem well attested by anecdote, departmental statements of policy, and historical reason — without good information on enforcement practices. [And] we cannot adequately evaluate policies of criminalization without good information."

ARGUMENTS IN OPPOSITION : This bill is opposed by many local government agencies and business groups. Among others, the League of California Cities, California Downtown Association, and California Special District Associations jointly state:

AB 5
Page 14

We recognize the interconnectedness of safe, decent, and permanent housing when addressing other needs of California's homeless population, such as mental health or substance abuse treatment, and unemployment. However, any solution must strike a balance between promoting health and safety for all residents and respecting the local designation of resources. Unfortunately, AB 5 would create costly mandates, blur the line between local jurisdiction authority, and undermine the local decision making process. Specifically, AB 5 would:

Increase costs for local law enforcement at a time when funding for public safety is scarce by requiring the annual compilation and reporting of statistics on violations related to obstructing a sidewalk, loitering, sitting, lying down, sleeping in public, soliciting donations, bathing in public places, sleeping in a vehicle, jaywalking, and trespassing.

Usurp local authority by prohibiting the enforcement of existing local ordinances if the county does not maintain year-round nonmedical assistance and there are fewer than 50 people on the county's public housing waiting list. Special districts and cities do not have authority over county actions, and yet they would still have their local authority hindered based on the counties actions.

Provide civil and criminal protections for local agency employees who make that agency's property and resources available for use or distribution to homeless persons without the consent of that local agency.

Require every local government to have health and hygiene centers with access 24 hours a day, seven days a week to bathroom and shower facilities. This requirement also confuses the autonomy of cities and special districts regarding oversight and administration.

Increase court costs and inhibit revenue collection by guaranteeing persons the right to counsel for failure to appear or pay bail, in addition to providing ample opportunities to file a lawsuit and

AB 5
Page 15

recover money.

Despite our opposition to AB 5, we share some common ground with the intent of the bill. Local governments strive to assist those in need by offering housing, mental health counseling, and other services. As such, we believe that other legislation introduced this year would more appropriately create solutions for California's homeless. These include AB 639 (J. Perez), which would repurpose

existing bond money authorized to assist veterans with housing and SB 391 (DeSaulnier), which would provide a reliable and steady source of affordable housing money.

REGISTERED SUPPORT / OPPOSITION :

Support

Western Regional Advocacy Project, Co-Sponsor
 Western Center on Law and Poverty, Co-Sponsor
 JERICHO: A Voice for Justice, Co-Sponsor
 East Bay Community Law Center, Co-Sponsor
 ACLU
 Asian Law Alliance
 Bernal Heights Neighborhood Center
 Black Caucus of California Community Colleges
 Building Opportunities for Self-Sufficiency
 Caduceus Justice
 California Alliance for Retired Americans
 California Church Impact
 California Coalition for Youth
 California Communities United Institute
 California Hunger Action Coalition
 California Latinas for Reproductive Justice
 California Nurses Association
 California Partnership to End Domestic Violence
 California Psychological Association
 California Public Defenders Association
 California Senior Legislature
 Californians United for a Responsible Budget
 Causa Justa: Just Cause
 Cham Deliverance Ministry
 City of Richmond
 Coalition on Homelessness, San Francisco
 Community Alliance
 Community Food and Justice Coalition
 Community Housing Partnership

AB 5
 Page 16

Community Resource Center
 Compass Family Services
 Disability Rights Advocates
 Drug Policy Alliance
 End Hunger Action Coalition
 Episcopal Community Services, San Francisco
 General Assistance Advocacy Project
 Hamilton Family Center
 Healthy Communities, Inc.
 Homeless Action Center
 Homeless Emergency Services Providers Association, San Francisco
 Homeless Health Care Los Angeles
 Homeless Youth Alliance
 Hospitality House
 Hunger Action Los Angeles
 Hyde Street Community Services, Inc.
 LA Human Right to Housing Collective
 Labor/Community Strategy Center
 Larkin Street Youth Services
 Lawyers' Committee for Civil Rights of San Francisco Bay Area
 Los Angeles Anti-Eviction Campaign
 Los Angeles Community Action Network
 Los Angeles Poverty Department
 Mutual Housing California
 National Association of Social Workers
 National Coalition for the Homeless
 National Economic and Social Rights Initiative
 National Health Care for the Homeless Council
 National Law Center on Homelessness & Poverty
 Occupy Sacramento
 Paratransit, Inc.
 People Organized For Westside Renewal
 People Organized to Win Employment Rights
 Public Law Center
 Rhode Island Coalition for the Homeless
 Richmond Progressive Alliance
 Sacramento Homeless Organizing Committee
 Sacramento Housing Alliance
 Sacramento Loaves & Fishes
 Safe Ground Sacramento
 Saffron Strand, Inc.
 San Diego Hunger Coalition
 San Francisco Labor Council
 San Francisco Living Wage Coalition
 San Francisco Local Homeless Coordinating Board

San Francisco Senior & Disability Action
 Sonoma County Task Force for the Homeless
 South Hayward Parish
 St. Anthony Foundation
 St. John's Well Child & Family Center
 St. Mary's Center
 Swords to Plowshares
 Tenderloin Neighborhood Development Corporation
 Topanga Peace Alliance
 Union de Vecinos
 United Council of Human Services, Mother Brown's Dining Room
 Venice Community Housing Corporation
 Women Organized to Respond to Life-Threatening Diseases
 Women Organizing Resources, Knowledge & Services
 Women's Empowerment
 343+ Individuals

Support if Amended

The Arc California
 United Cerebral Palsy in California

Opposition

Air Conditioning Trade Association
 Association of California Cities - Orange County
 Building Owners and Managers Association of California
 California Chamber of Commerce
 California Apartment Association
 California Association of Joint Powers Authority
 California Business Properties Association
 California Downtown Association
 California Farm Bureau Federation
 California Grocers Association
 California Hotel & Lodging Association
 California Manufacturers and Technology Association
 California Park & Recreation Society
 California Police Chiefs Association
 California Special Districts Association
 California State Sheriffs' Association
 California Travel Association
 Central City East Association
 City of Bellflower
 City of Buena Park
 City of Concord
 City of Corona
 City of Cypress

City of Lake Forrest
 City of Palmdale
 City of Menifee
 City of Signal Hill
 City of Thousand Oaks
 Civil Justice Association of California
 County of Lassen
 Desert Water Agency
 East Bay Rental Housing Association
 Historic Downtown Los Angeles Business Improvement District
 Hollister Downtown Association
 Hollywood Property Owners Alliance
 International Council of Shopping Centers
 League of California Cities
 Midtown Business Association
 NAIOP of California, the Commercial Real Estate Development
 Association
 National Federation of Independent Business - California
 NORCAL Rental Property Association
 Orange County Business Council
 Plumbing-Heating-Cooling Contractors Association of California
 San Jose Downtown Association
 Save the American River Association
 South Park Community Benefit District
 The Apartment Association, California Southern Cities
 The River District
 Western Electrical Contractors Association

Analysis Prepared by : Kevin G. Baker and Kelsey Fischer / JUD.
 / (916) 319-2334



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

9. *COUNCIL COMMUNICATIONS*



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

10. CITY MANAGER'S REPORT



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MAY 22, 2013

11. CLOSED SESSION:

11.1 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION:

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

Number of Cases: Two (2)



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MAY 22, 2013

12. ADJOURNMENT