

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 August 14, 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 Rick Morris, with The Crossings 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/Announcements.

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 – July 24, 2013 Regular Meeting.

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

- 5.2 **Project No. 13-0486 – Tentative Parcel Map for the subdivision of a 7.15-acre site that contains the 24-Hour Fitness building and a retail building (Shop 2) into two parcels so that each building will be situated on its parcel.**

Recommendation: Receive and file.

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.***

- 6.1 **Public Hearing and Resolution establishing new fees for various City services and receiving the User Fee Study Findings Report.**

Recommendation: 1) Open the Public Hearing on consideration of a Resolution 13-26, establishing new fees for various City services 2) Receive User Fee Study Findings Report and take public testimony 3) Continue item to September 25, 2013 to adopt Resolution 13-26, establishing and adopting certain City fees for various City services.

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 **Solid Waste Collection and Disposal Ordinance.**

Recommendation: Staff recommends continuing this item to the August 28, 2013 City Council Meeting.

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 **Consultant Agreement for Professional Small Business Services.**

Recommendation: Approve the attached Professional Services Agreement with California Small Business Development Center (SBDC) in the amount of \$10,000.

8.2 Selection of Consultant for Design Engineering Services.

Recommendation: Approve the attached Consultant Agreement with K&A in the amount of \$73,200 for Design Engineering Services.

8.3 Code Enforcement Staff Report (Jan 1st 2013 to June 30th 2013).

Recommendation: Receive and file.

8.4 Business Registration Certification Program.

Recommendation: Hold first reading of Ordinance No. 2013-12, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING CHAPTER 6.72 IN ITS ENTIRETY TO THE EASTVALE MUNICIPAL CODE ESTABLISHING A BUSINESS REGISTRATION CERTIFICATION PROGRAM.

8.5 Renter's Ordinance.

Recommendation: Hold first reading of Ordinance No. 2013-13, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING CHAPTER 110.32 TO TITLE 110 OF THE EASTVALE MUNICIPAL CODE ESTABLISHING A SINGLE-FAMILY RESIDENTIAL RENTAL REGISTRATION, INSPECTION AND CRIME-FREE RENTAL HOUSING PROGRAM.

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 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO SECTION 54957:

Title: City Manager and City Attorney

12. ADJOURNMENT:

The next regular meeting of the Eastvale City Council will be held on August 28, 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 August 8, 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: AUGUST 14, 2013

1. CALL TO ORDER



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

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



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

3. PRESENTATIONS/ANNOUNCEMENTS



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

4. PUBLIC COMMENT/CITIZEN PARTICIPATION

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EASTVALE
Wednesday July 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/INVOCATION/PLEDGE OF ALLEGIANCE:

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

Invocation led by Pastor Tim Eaton with Edgewater Lutheran Church.

Council Member Howell led the Pledge of Allegiance.

Staff present – City Manager Jacobs, City Attorney Cavanaugh, City Engineer Alvarez, Deputy Finance Director Gitmed, and Assistant City Clerk Hall.

3. PRESENTATIONS/ANNOUNCEMENTS:

3.1 Presentation by Riverside County Transportation Commission regarding the SR91 Project.

A PowerPoint presentation was provided.

There was discussion regarding the locations that allowed entrance to and exit from the toll lanes, and the pricing of the tolls.

3.2 Update on Foreclosure Registration Program presented by Nationwide Cost Recovery Services.

A PowerPoint presentation was provided.

There was discussion regarding the specifics of homes that were in foreclosure in the City, as well as how the cases were being handled with Code Enforcement.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

Daniella McClister, with the Eastvale Chamber of Commerce, updated the City Council on the success of the Mega Mixer event and announced that 14 new members were added to the Chamber in the past month.

Nathan Miller, with the Building Industry Association, introduced himself as their new Director of Government Affairs for the Riverside Chapter. He also announced that he is a

Riverside Community College District Trustee and announced that there was a new Chancellor at Riverside Community College.

5. CONSENT CALENDAR:

5.1 Minutes – July 10, 2013 Regular Meeting.

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

5.2 Ordinance Relating To Establishing Speed Limits For City Streets.

Recommendation: Hold second reading and adopt Ordinance No. 2013-10, entitled:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 10.02 OF TITLE 10 TO THE EASTVALE MUNICIPAL CODE ESTABLISHING THE SPEED LIMITS ON CERTAIN STREETS.

5.3 Warrant Register

Recommendation: Approve the payment of Warrants (check numbers 11497 and 11515 through 11555 and wire numbers W00104 to W000116) in the amount of \$1,443,361.29 and payroll in the amount of \$62,093.56.

5.4 Warrant Register for Council Related Items

Recommendation: Approve the payment of Warrants (check numbers 11514 and Wire No. 00104) in the amount of \$1,131.60.

Motion: Moved by Rush, seconded by Welch to approve the consent items as presented.

Motion carried 5-0.

6. PUBLIC HEARINGS:

There were no Public Hearing Items.

7. OLD BUSINESS ITEMS:

7.1 City Council Rules of Decorum.

Recommendation: Approve revised Rules of Decorum.

City Manager Jacobs provided the staff report for this item.

There was discussion regarding the meeting dates for making Board and Commission appointments. Staff was directed to include language that would allow some flexibility on the time for appointments if needed.

There was additional discussion regarding how appointments to inside and outside boards and commission occurred. The Council asked that Staff include clarifying language to state that the Council, as a whole, would ratify appointments.

Motion: Moved by Howell, seconded by Rush to approve revised Rules of Decorum with amendment for Council ratification of appointments to Boards and Commissions, and to allow for a change in the meeting date where appointments would be made.

Motion carried 5-0.

8. NEW BUSINESS ITEMS:

8.1 Amendment to Law Enforcement Agreement with the County of Riverside Sheriff Department.

Recommendation: Approve Second Amendment to contract with the County of Riverside Sheriff Department.

City Manager Jacobs provided the staff report for this item.

Motion: Moved by Rush, seconded by Welch.

Motion carried 5-0.

There was discussion regarding the number of deputies that would be present in Eastvale at any given time.

Council Member Howell thanked the Eastvale Police Department for their help with the Neighborhood Watch Kick-off event.

8.2 Solid Waste Collection and Disposal Ordinance.

Recommendation: Hold first reading of Ordinance No. 2013-11, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ENACTING CHAPTER 16.05 OF TITLE 16 OF THE CITY OF EASTVALE MUNICIPAL CODE RELATING TO SOLID WASTE COLLECTION AND DISPOSAL.

City Attorney Cavanaugh provided the staff report for this item.

There was discussion regarding the ordinance's provision stating that the solid waste franchisee was responsible for collecting past due bills, instead of placing

the bills on the property tax rolls. City Attorney Cavanaugh explained that there is a possible Proposition 218 requirement if the bills continue to be placed on the tax rolls in the future and the provision would eliminate the potential conflict.

There was discussion regarding what the impact of not placing the past due billings on the property tax rolls would be on the City's budget.

There was discussion regarding the notice provided to Waste Management and Burrtec. The Council wished to continue the item to the next meeting to allow the companies to provide additional comments.

Motion: Moved by Howell, seconded by Rush to continue this item to next meeting.

Motion carried 5-0.

9. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Rush asked for a report on the average timeline for Code Enforcement cases to be processed and completed.

Council Member DeGrandpre asked that all Council Members make sure to attend the Board and Commission meetings that they were assigned to.

Council Member Welch reported that he enjoyed the Neighborhood Watch Kick-off event and also stated that the concert events were being well attended.

Council Member Howell announced the Eastvale Community Foundation Golf Tournament, as well as the launching of the Eastvale Community Foundation website. She went on to thank the Public Safety Commission for starting the Neighborhood Watch program and announced that she attended the JCSD Liaison Committee meeting.

Mayor Bootsma reported that he met with the Chinese Business Forum and had a tour of the City with 30 of their members. He went on to thank City Manager Jacobs for her effort and dedicating her time to the City.

10. CITY MANAGER'S REPORT:

City Manager Jacobs thanked everyone for their help at the Neighborhood Watch Kick-off event and announced that she would be on vacation through August 12th.

Mayor Bootsma announced the Grand Opening of the new Ulta store.

11. CLOSED SESSION:

City Council Members entered Closed Session at 7:52 p.m.

11.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO SECTION 54957:

Title: City Manager and City Attorney.

City Council Members returned from Closed Session at 8:25 p.m. with no reportable action.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:25 p.m.

Prepared by Office Assistant Katrina Aragon
Reviewed and Approved by Assistant City Clerk Ariel Hall, CMC



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 14, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC NORRIS, PLANNING DIRECTOR

SUBJECT: PROJECT NO. 13-0486 – TENTATIVE PARCEL MAP FOR THE SUBDIVISION OF A 7.15-ACRE SITE THAT CONTAINS THE 24-HOUR FITNESS BUILDING AND A RETAIL BUILDING (SHOP 2) INTO TWO PARCELS SO THAT EACH BUILDING WILL BE SITUATED ON ITS OWN PARCEL

RECOMMENDATION

City Council accepts this “Receive and File” report.

BACKGROUND

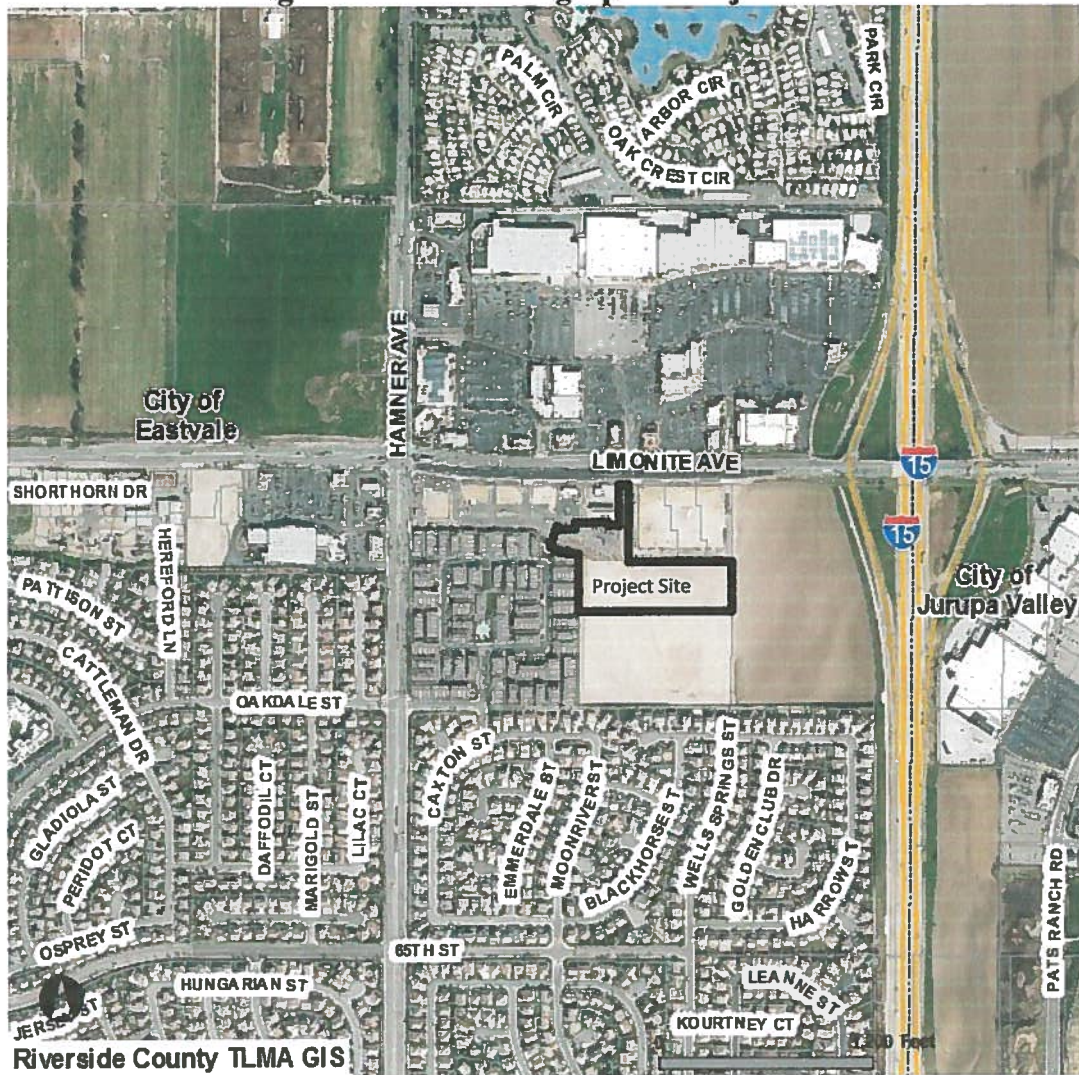
The development of the 24-Hour Fitness center in the Eastvale Gateway South Retail Center was approved by the City Council in combination with another retail building (Shop 2) in 2012. The 24-Hour Fitness building has been completed and is open for business. The Shop 2 building has not yet been constructed. The total size of the site constituting both 24-Hour Fitness and Shop 2 is 7.15 acres.

DISCUSSION

The owner of Eastvale Gateway South Retail Center, Lewis Investment Company, LLC, wishes to sell the 24-Hour Fitness building and site. This requires the creation of a separate parcel. An aerial photograph of the project site is shown in Figure 1.

In order to achieve this, Lewis requested approval of Tentative Parcel Map No. 36592 (“Project”) which would subdivide the 7.15-acre site into two separate parcels of 2.74 acres and 4.41 acres respectively. No changes in existing or planned development will result from the creation of the new parcel.

Figure 1: Aerial Photograph of Project Site



The Project was presented to the Planning Commission on July 17, 2013, for review and approval. By a unanimous vote (5–0), the Planning Commission approved the Project, subject to conditions of approval. The final Conditions of Approval are included as Attachment 1, and the staff analysis report for the Planning Commission meeting is included as Attachment 2 for Council review and consideration.

The decision of the Planning Commission is considered final and no action by the Council is required for this “Review and File” process.

FISCAL IMPACT:

No fiscal impact to the City's budget.

ATTACHMENTS:

1. Final Conditions of Approval
2. Planning Commission Staff Report

Prepared by: Kanika Kith

Reviewed by: Eric Norris, Planning Director
Carol Jacobs, City Manager
John Cavanaugh, City Attorney

ATTACHMENT 1

FINAL CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL			
Planning Application Number: Project No. 13-0486 – Tentative Parcel Map No. 36592			
Assessor's Parcel Number: 152-650-022			
Approval Date: July 17, 2013			
Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
General Conditions/Requirements			
1. In compliance with Section 15075 of the CEQA Guidelines, a Notice of Exemption (NOE) shall be filed with the Riverside County Clerk within five (5) days of project approval. The applicant shall submit to the Planning Department a check or money order made payable to the Riverside County Clerk in the amount of \$50.00 no later than July 17, 2013 .		Planning Department	
2. The applicant shall review and sign below verifying the “Acceptance of the Conditions of Approval” and return the signed page to the Eastvale Planning Department. <hr/> <div style="display: flex; justify-content: space-between;"> Applicant Signature Date </div>		Planning Department	
3. The applicant shall indemnify, protect, defend, and hold harmless the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including but not limited to arbitrations, mediations, and other such procedures) (collectively “Actions”), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law,	Ongoing	Planning Department	

Eastvale Planning Commission
 Project No. 13-0486 – Tentative Parcel Map No. 36592

	the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City’s defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.			
4.	Any approval granted by the Planning Commission shall not be final until and unless the applicant’s deposit account to cover the costs of application processing is made current and a positive balance of at least \$2,000 is on hand to cover the costs of staff review and follow-up during the construction process. Make check payable to the City of Eastvale and include Project No. 13-0486 on the check.	Ongoing	Planning and Building Departments	
Prior to Recordation of Final Map				
5.	Prior to recordation of the Final Map, the applicant shall submit a proposed final parcel map and all supporting documents to Public Works for review and approval.	Prior to map recordation	Public Works Department	
6.	Prior to map recordation, the applicant shall modify, add, and/or delete any affected easements including but not limited to utility, access, and/or mutual parking easements related to a complete utilization and benefit of the entire commercial center.	Prior to map recordation	Public Works Department	
7.	Prior to recordation of the Final Map, the applicant shall submit a Survey Monumentation Bond to Public Works for review and approval.	Prior to map recordation	Public Works Department	

ATTACHMENT 2

PLANNING COMMISSION STAFF REPORT



City of Eastvale
Planning Commission Meeting Agenda
Staff Report

COPY

MEETING DATE: JULY 17, 2013

TO: PLANNING COMMISSION

FROM: KANIKA KITH, SENIOR PLANNER

SUBJECT: PROJECT NO. 13-0486 – TENTATIVE PARCEL MAP FOR THE SUBDIVISION OF A 7.15-ACRE SITE THAT CONTAINS THE 24-HOUR FITNESS BUILDING AND A RETAIL BUILDING (SHOP 2) INTO TWO PARCELS SO THAT EACH BUILDING WILL BE SITUATED ON ITS OWN PARCEL

RECOMMENDATION

That the Planning Commission adopt the attached Resolution No. 13-___ approving an exemption pursuant to the California Environmental Quality Act for Tentative Parcel Map No. 36592 (Project No. 13-0486) and approving Tentative Parcel Map No. 36592 (Project No. 13-0486), subject to conditions of approval.

BACKGROUND

The development of the 24-Hour Fitness center in the Eastvale Gateway South Retail Center was approved by the City Council in combination with another retail building (Shop 2) in 2012. The 24-Hour Fitness building has been completed and is open for business; the “Shop 2” building has not yet been built.

Both buildings were approved on a 7.15-acre site in the southern portion of the retail center (behind Chevron and the future medical plaza) located on the southeast corner of Limonite Avenue and Hamner Avenue.

An aerial photo of the project site is shown in Figure 1.

DISCUSSION

Project Description

The owner of the center, Lewis Investment Company, LLC., wishes to sell the 24-Hour Fitness building and site to 24-Hour Fitness, which requires the creation of a separate lot.

In order to achieve this, Lewis is requesting a Tentative Parcel Map No. 36592 to subdivide a 7.15-acre lot into two parcels of 2.74 acres and 4.41 acres. No new development is being proposed.

A site plan of the approved development is shown in Figure 2, and the proposed Tentative Parcel Map is shown in Figure 3.

Figure 1: Aerial Photograph of Project Site



As shown in Figure 1, the area surrounding the project includes a mix of existing residential and commercial land uses. Immediately south of the area to be subdivided is a vacant area planned for high-density residences; the vacant area to the east is planned for commercial uses.

Figure 2: Approved Development Plan

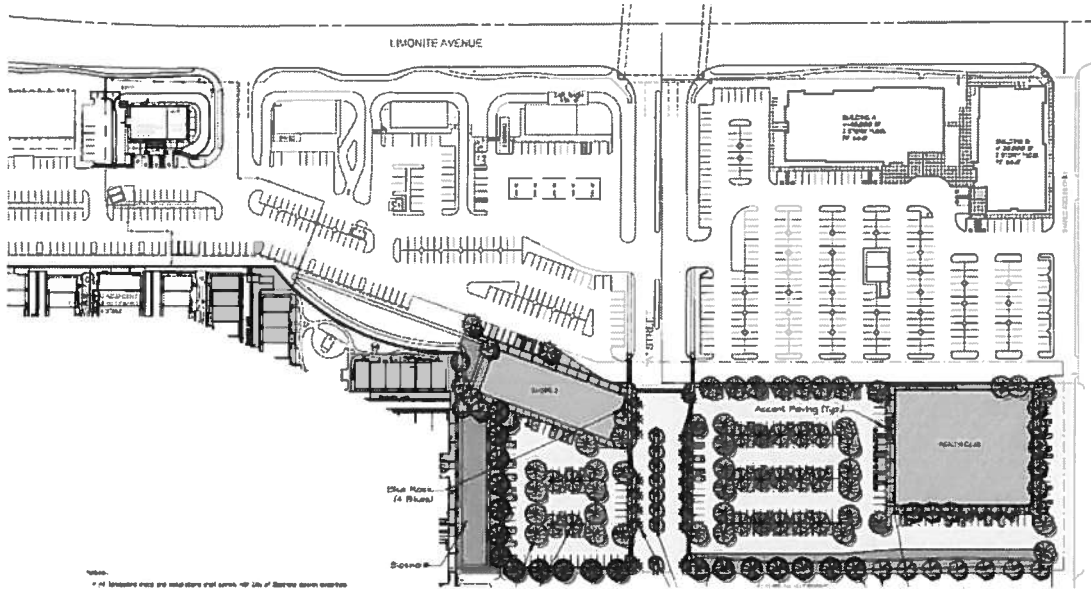
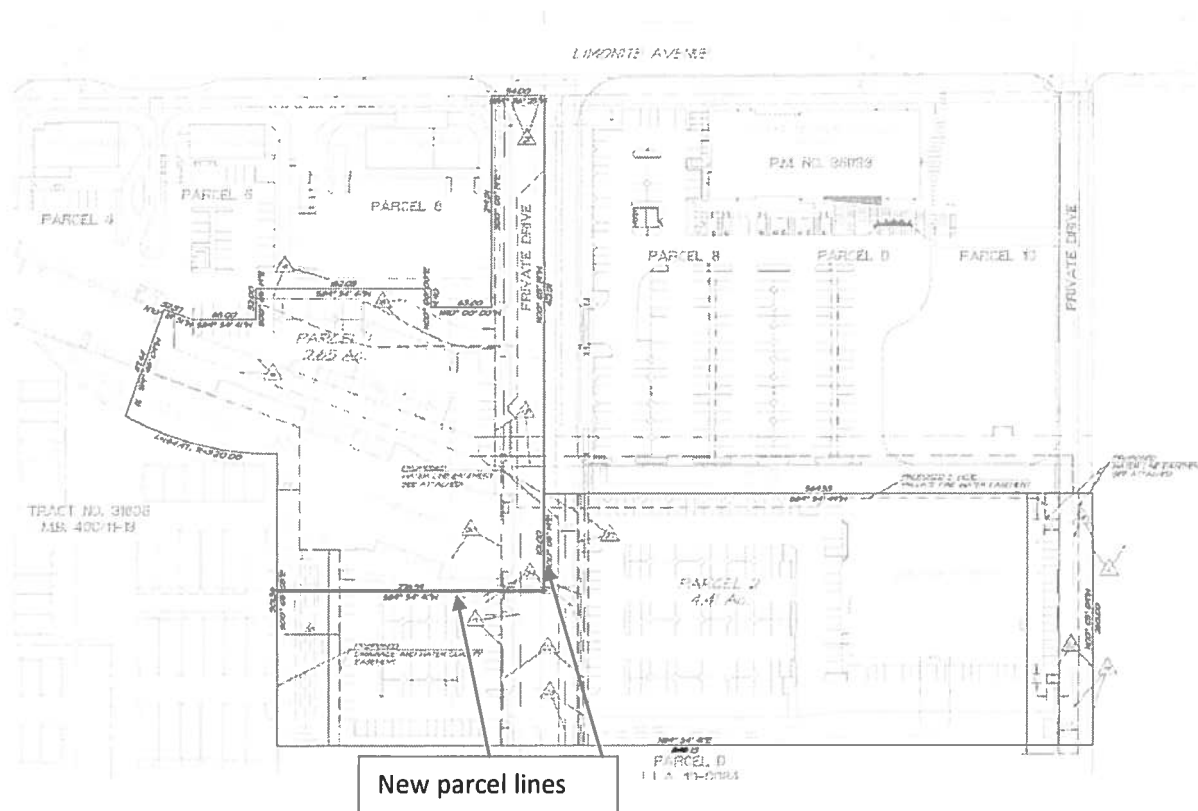


Figure 3: Proposed Tentative Parcel Map



Project Analysis

General Plan Consistency

The proposed project is a land division to divide a 7.15-acre site within an existing retail center into two parcels to create two saleable lots. Existing and future development on this 7.15-acre site was approved in 2012. The development was determined to be consistent with the General Plan because the land use designation for the project site is Commercial Retail (CR), which allows a variety of commercial retail uses such as the existing fitness center and future general retail establishments.

Furthermore, the existing and future development of this site was determined to be consistent with the permitted land uses, regulations, and design guidelines of the Eastvale I-15 Corridor Specific Plan because the 24-Hour Fitness building and general retail building were designed to complement existing buildings and maintain architectural continuity and visual cohesiveness with existing nearby commercial developments.

Therefore, the proposed subdivision is consistent with the General Plan.

Zoning Code Compliance

The zoning for the project site is Specific Plan (SP), which means the project is subject to the development standards identified in the Eastvale I-15 Corridor Specific Plan. The development standards of the Specific Plan defer to the development standards of the General Commercial (C-1/C-P) zone in the City Zoning Code.

The proposed subdivision conforms to the Zoning Code in that the new parcels satisfy the minimum lot width of 75 feet for the C-1/C-P zone.

Public Hearing Notification and Comment

The proposed project requires a 10-day public hearing notification period for owners of property within a 600-foot radius of the project site. The notification was published on July 7, 2013, for the Planning Commission meeting on July 17, 2013. At the time of staff report preparation, no comment was received.

Environmental Analysis

The proposed project will divide an existing 7.15-acre site within an existing retail center into two parcels of 2.74 acres and 4.41 acres. The majority of the 7.15-acre site has been developed, and no new development is being proposed with this subdivision. The project will not lead to any significant impacts to local traffic, noise, air quality, or water quality. In consideration of this, staff has determined that the project satisfies the requirements of a Categorical Exemption pursuant to the California Environmental Quality Act, Section 15315, Minor Land Divisions, and is determined to be exempt from further environmental review requirements contained in CEQA.

REQUIRED PROJECT FINDINGS

California Environmental Quality Act

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 Planning Commission hereby finds and determines as follows:

Finding: The project qualifies for a Categorical Exemption pursuant to Section 15315, Minor Land Divisions, and is determined to be exempt from further environmental review requirements contained in CEQA.

Evidence: The proposed project will divide an existing 7.15-acre site within an existing retail center into two parcels of 2.74 acres and 4.41 acres. The majority of the 7.15-acre site has been developed, and no new development is being proposed with this subdivision. The project will not lead to any significant impacts to local traffic, noise, air quality, or water quality. In consideration of this, staff has determined that the project satisfies the requirements of a Categorical Exemption pursuant to CEQA Section 15315, Minor Land Divisions, and is determined to be exempt from further environmental review requirements contained in CEQA.

TENTATIVE PARCEL MAP

Pursuant to the Eastvale Land Development Code regulating Subdivisions, and in light of the record before it, including the staff report dated July 17, 2013, and all evidence and testimony heard at the public hearing of this item, the Planning Commission hereby finds as follows:

Finding 1: The proposed Tentative Parcel Map No. 36592 is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

Evidence: The current General Plan land use designation for the project site is Commercial Retail (CR), which allows a variety of commercial retail uses such as the fitness center and general retail establishments that were approved for development on the site in 2012. Furthermore, the existing development and future proposed development were determined to be consistent with the permitted land uses, regulations, and design guidelines of the Eastvale I-15 Corridor Specific Plan because the 24-Hour Fitness building and general retail building were designed to complement existing buildings and maintain architectural continuity and visual cohesiveness with existing nearby commercial developments. Therefore, the proposed subdivision is consistent with the General Plan.

Finding 2: The design or improvement of the proposed subdivision is consistent with the City's General Plan and any applicable specific plan.

Evidence: The proposed subdivision has been designed to meet all City standards applicable to commercial subdivisions, which are designed to provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on- and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with City standards.

Finding 3: The site is physically suitable for the type and proposed density of development.

Evidence: Existing and future development on this 7.15-acre site was approved in 2012. The development was determined to be consistent with the development standards and design guidelines of the Eastvale I-15 Corridor Specific Plan.

Finding 4: The design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed subdivision is solely a land division of a 7.15-acre site into two parcels to create two saleable lots. The majority of the site has been developed in conformance with the approved development plan (approved in 2012) in which environmental review was conducted to evaluate the potential environmental impact of the development. Therefore, the design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Finding 5: The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and Subdivision Ordinance. The construction of all improvements on the site was approved in 2012 and was conditioned to comply with all applicable City of Eastvale ordinances, codes, and standards, including, but not limited to, the California Uniform Building Code and the City's ordinances relating to stormwater runoff management and controls.

Finding 6: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Evidence: The design of the subdivision will not conflict with any existing public easements for access through or use of the property because the parcel map will update the existing reciprocal parking and access easement for the retail center to ensure appropriate access is maintained.

Recommendation

Staff recommends that the Planning Commission adopt the attached Resolution No. 13-____ approving an exemption pursuant to the California Environmental Quality Act for Tentative Parcel Map No. 36592 (Project No. 13-0486) and approving Tentative Parcel Map No. 36592 (Project No. 13-0486), subject to conditions of approval.

Planning Commission Options

The following alternatives are available to the Planning Commission:

1. Approve the project with additional changes and/or conditions.
2. Continue the public hearing and direct the applicant to make revisions.
3. Deny the Tentative Parcel Map. (This would require that the Commission determines that the findings for approval *cannot* be made.)

As noted above, staff's recommendation is that the Planning Commission approve the project.

FISCAL IMPACT

No fiscal impact to the City's budget.

ATTACHMENTS

1. Conditions of Approval
2. Resolution No. 13-_____
3. Notice of Exemption
4. Notification Map and List
5. Tentative Parcel Map No. 36592

Prepared by: Kanika Kith, Associate Planner
Reviewed by: Eric Norris, Planning Director
John Cavanaugh, City Attorney

ATTACHMENT 1

CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL			
Planning Application Number: Project No. 13-0486 – Tentative Parcel Map No. 36592			
Assessor's Parcel Number: 152-650-022			
Approval Date: July 17, 2013			
Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
General Conditions/Requirements			
1. In compliance with Section 15075 of the CEQA Guidelines, a Notice of Exemption (NOE) shall be filed with the Riverside County Clerk within five (5) days of project approval. The applicant shall submit to the Planning Department a check or money order made payable to the Riverside County Clerk in the amount of \$50.00 no later than July 17, 2013 .		Planning Department	
2. The applicant shall review and sign below verifying the "Acceptance of the Conditions of Approval" and return the signed page to the Eastvale Planning Department. <hr/> <div style="display: flex; justify-content: space-between;"> Applicant Signature Date </div>		Planning Department	
3. The applicant shall indemnify, protect, defend, and hold harmless the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including but not limited to arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be	Ongoing	Planning Department	

Eastvale Planning Commission
 Project No. 13-0486 – Tentative Parcel Map No. 36592

	unreasonably withheld, the legal counsel providing the City’s defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.			
4.	Any approval granted by the Planning Commission shall not be final until and unless the applicant’s deposit account to cover the costs of application processing is made current and a positive balance of at least \$1,000 is on hand to cover the costs of staff review and follow-up during the construction process. Make check payable to the City of Eastvale and include Project No. 13-0486 on the check.	Ongoing	Planning Department and Building Department	
Prior to Recordation of Final Map				
5.	Prior to recordation of the Final Map, the applicant shall submit a proposed final parcel map and all supporting documents to Public Works for review and approval.	Prior to map recordation	Public Works Department	

ATTACHMENT 2

PC RESOLUTION NO. 13-_____

PC RESOLUTION NO. 13-__

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING AN EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING TENTATIVE PARCEL MAP NO. 36592 (PROJECT NO. 13-0486) FOR THE SUBDIVISION OF A 7.15-ACRE SITE THAT CONTAINS 24-HOUR FITNESS BUILDING AND A RETAIL BUILDING (SHOP 2) INTO TWO PARCELS SO THAT EACH BUILDING WILL BE SITUATED ON ITS OWN PARCEL IN THE EASTVALE GATEWAY SOUTH RETAIL CENTER LOCATED AT THE SOUTHEAST CORNER OF LIMONITE AVENUE AND HAMNER AVENUE (APN 152-650-022)

WHEREAS, an application for a Tentative Parcel Map No. 36592 (Project No. 13-0486) for the subdivision of a 7.15-acre lot that contains the 24-Hour Fitness building and a retail building (Shop 2) into two parcels of 2.74 acres and 4.41 acres so that each building will be situated on its own parcel in the Eastvale Gateway South Retail Center located at the southeast corner of Limonite Avenue and Hamner Avenue (Assessor's Parcel Number 152-650-022); and

WHEREAS, the proposed Major Design Review is considered a "Project" as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.; and

WHEREAS, the Planning Commission determined that the Project qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act, Section 15315, Minor Land Divisions, and is determined to be exempt from further environmental review requirements contained in CEQA; and

WHEREAS, the City of Eastvale Planning Department on July 7, 2013, published a legal notice in the Press Enterprise, a local paper of general circulation, indicating the date and time of the public hearing in compliance with state law concerning Project No. 13-0486 (Tentative Parcel Map No. 36592), and mailed said public hearing notice to each property owner within a 600-foot radius of the project site in accordance with state law; and

WHEREAS, the City of Eastvale Planning Commission conducted a duly noticed public hearing on July 17, 2013, at which time it received public testimony concerning Project No. 13-0486 (Tentative Parcel Map No. 36592) and considered the CEQA Categorical Exemption for the proposed project.

NOW, THEREFORE, the Planning Commission of the City of Eastvale does hereby resolve, determine, and order 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 Planning Commission hereby finds and determines as follows:

Finding: The project qualifies for a Categorical Exemption pursuant to Section 15315, Minor Land Divisions, and is determined to be exempt from further environmental review requirements contained in CEQA.

Evidence: The proposed project will divide an existing 7.15-acre lot within an existing retail center into two parcels of 2.74 acres and 4.41 acres. The majority of the 7.15-acre site has been developed, and no new development is being proposed with this subdivision. The project will not lead to any significant impacts to local traffic, noise, air quality, or water quality.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

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. TENTATIVE PARCEL MAP FINDING

Pursuant to the Eastvale Land Development Code regulating Subdivisions, and in light of the record before it, including the staff report dated July 17, 2013, and all evidence and testimony heard at the public hearing of this item, the Planning Commission hereby finds as follows:

Finding 1: The proposed Tentative Parcel Map No. 36592 is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

Evidence: The current General Plan land use designation for the project site is Commercial Retail (CR), which allows a variety of commercial retail uses such as the fitness center and general retail establishments that were approved for development on the site in 2012. Furthermore, the existing development and future proposed development was determined to be consistent with the permitted land uses, regulations, and design guidelines of the Eastvale I-15 Corridor Specific Plan because the 24-Hour Fitness building and general retail building were designed to complement existing buildings and maintain architectural continuity and visual cohesiveness with existing nearby commercial developments. Therefore, the proposed subdivision is consistent with the General Plan.

Finding 2: The design or improvement of the proposed subdivision is consistent with the City's General Plan and any applicable specific plan.

Evidence: The proposed subdivision has been designed to meet all City standards applicable to commercial subdivisions, which are designed to provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on- and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with City standards.

Finding 3: The site is physically suitable for the type and proposed density of development.

Evidence: Existing and future development on this 7.15-acre site was approved in 2012. The development was determined to be consistent with the development standards and design guidelines of the Eastvale I-15 Corridor Specific Plan.

Finding 4: The design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed subdivision is solely a land division of a 7.15-acre site into two parcels to create two saleable lots. The majority of the site has been developed in conformance with the approved development plan (approved in 2012) in which environmental review was conducted to evaluate the potential environmental impact of the development. Therefore, the design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Finding 5: The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and Subdivision Ordinance. The construction of all improvements on the site was approved in 2012 and was conditioned to comply with all applicable City of Eastvale ordinances, codes, and standards, including, but not limited to, the California Uniform Building Code and the City's ordinances relating to stormwater runoff management and controls.

Finding 6: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Evidence: The design of the subdivision will not conflict with any existing public easements for access through or use of the property because the parcel map will update the existing reciprocal parking and access easement for the retail center to ensure appropriate access is maintained.

SECTION 4. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts PC Resolution No. 13-____ approving the California Environmental Quality Act Exemption for Project No. 13-0486 (Tentative Parcel Map 36592) and approving Project No. 13-0486 (Tentative Parcel Map No. 36592), subject to conditions attached hereto as Exhibit 1.

PASSED, APPROVED, AND ADOPTED this 17th day of July, 2013.

William Link, Chairperson
Eastvale Planning Commission

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh
City Attorney

Ariel Berry
Assistant City Clerk

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF EASTVALE

CERTIFICATION

I, Ariel Berry, Recording Secretary of the Planning Commission of the City of Eastvale, California, do hereby certify that the foregoing PC Resolution, No. 13-____, was duly adopted by the Planning Commission of the City of Eastvale, California, at a regular meeting thereof held on the 17th day of July, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel Berry, Recording Secretary
City of Eastvale, California

Exhibit 1

**Conditions of Approval
(included as Attachment A to the staff report)**

ATTACHMENT 3

NOTICE OF EXEMPTION

CITY OF EASTVALE, CA

NOTICE OF EXEMPTION

TO BE SENT TO:

County of Riverside County Clerk
P.O. Box 12004
Riverside, CA 92502

Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

PROJECT CASE NO: Project No. 13-0486 – Tentative Parcel Map No. 36592

PROJECT APPLICANT/SPONSOR: Lewis Investment Company, LLC, c/o Rick Manners

PROJECT LOCATION: Eastvale Gateway South Retail Center; southeast corner of Limonite Avenue and Hamner Avenue

APN(s): 152-650-022

PROJECT DESCRIPTION: Tentative Parcel Map No. 36592 (Project No. 13-0486) for the subdivision of a 7.15-acre lot that contains the 24-Hour Fitness building and a retail building (Shop 2) into two parcels of 2.74 acres and 4.41 acres so that each building will be situated on its own parcel in the Eastvale Gateway South Retail Center located at the southeast corner of Limonite Avenue and Hamner Avenue (Assessor's Parcel Number 152-650-022).

The project or activity identified above is determined to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial (*Sec. 21080(b)(1); Sec. 15268*)
- Declared Emergency (*Sec. 21080(b)(3); Sec. 15269(a)*)
- Statutory Exemption (*Sec.*)
- ✓ Categorical Exemption Section 15315 – Class 15 – *Minor Land Divisions*
- Other: (*Sec.*)

REASONS TO SUPPORT EXEMPTION FINDINGS: The proposed project will divide an existing 7.15-acre site within an existing retail center into two parcels of 2.74 acres and 4.41 acres. The majority of the 7.15-acre site has been developed, and no new development is being proposed with this subdivision. The project will not lead to any significant impacts to local traffic, noise, air quality, or water quality. In consideration of this, staff has determined that the project satisfies the requirements of a Categorical Exemption pursuant to the California Environmental Quality Act, Section 15315, Minor Land Divisions, and is determined to be exempt from further environmental review requirements contained in CEQA.

LEAD AGENCY CONTACT:

PHONE NUMBER: (951) 703-4460

CITY OF EASTVALE PLANNING DEPARTMENT
Eric Norris, Planning Director

ATTACHMENT 4

NOTIFICATION MAP AND MAILING LIST

NOTICE

This radius report package contains the following items
And are not to be removed by anyone but the planning
Dept. with the exception of the cover sheet and invoice:

- (1) ONE SUMMARY OF OWNERS LIST
- (2) ONE OWNERS LIST HARD COPY & 3 SETS OF LABELS
- (3) ONE OCCUPANT LIST HARD COPY & 3 SETS OF LABELS
- (4) ONE SET OF MAPS .
- (5) ONE SIGNED CERTIFICATION
- (6) ONE VACANT PROPERTY NOTICE
- (7) ONE RENTER /MANAGER/MOBIL PK MGR. NOTICE

REMOVAL OF ANY ITEM WILL DELAY YOUR PERMIT PROCESS

THANK YOU TITLE PRO INFORMATION SYSTEMS

SUMMARY OF OWNERS

Use Description	Tract	YrBlt	Units	SqFt	SaleAmt	Phone	SaleDt	!
1 Parcel: 152-550-007 Owner: MURILLO, JOSE & MARIA G SINGLE FAMILY RESIDENCE	00000-00	2007		3,652	\$366,500F	Site: 12244 MEADOWVALE ST*MIRA LOMA CA Mail: 12244 MEADOWVALE ST*MIRA LOMA CA	91752 91752 02/25/2011	
2 Parcel: 152-550-008 Owner: GOZALI, TRISNA P & HUSIN SINGLE FAMILY RESIDENCE	00000-00	2007		3,320		Site: 6420 HARROW ST*MIRA LOMA CA Mail: 6420 HARROW ST*MIRA LOMA CA	91752 91752 01/18/2008	
3 Parcel: 152-550-009 Owner: GARCIA, MANUEL & ROSA SINGLE FAMILY RESIDENCE	00000-00	2007		3,652	\$500,000F	Site: 6430 HARROW ST*MIRA LOMA CA Mail: 6430 HARROW ST*MIRA LOMA CA	91752 91752 10/30/2007	
4 Parcel: 152-550-010 Owner: PATEL, USHA J & MALESHA J SINGLE FAMILY RESIDENCE	00000-00	2006		3,652		Site: 6440 HARROW ST*MIRA LOMA CA Mail: 6440 HARROW ST*MIRA LOMA CA	91752 91752 05/20/2010	
5 Parcel: 152-550-011 Owner: LA MORENA HOLDINGS SINGLE FAMILY RESIDENCE	00000-00	2006		2,809	\$360,000F	Site: 6450 HARROW ST*MIRA LOMA CA Mail: 12314 MEADOWVALE ST*MIRA LOMA CA	91752 91752 07/03/2008	
6 Parcel: 152-550-012 Owner: CHAN, ALLEN C SINGLE FAMILY RESIDENCE	00000-00	2006		3,320	\$335,000F	Site: 6460 HARROW ST*MIRA LOMA CA Mail: 6460 HARROW ST*MIRA LOMA CA	91752 91752 10/27/2011	
7 Parcel: 152-550-013 Owner: SIDDIQUIE, TAYAB NAIM. SINGLE FAMILY RESIDENCE	00000-00	2006		3,652	\$632,000F	Site: 6470 HARROW ST*MIRA LOMA CA Mail: 6470 HARROW ST*MIRA LOMA CA	91752 91752 08/31/2006	
8 Parcel: 152-550-014 Owner: LEE, JAE SOO SINGLE FAMILY RESIDENCE	00000-00	2006		3,320	\$365,000F	Site: 6480 HARROW ST*MIRA LOMA CA Mail: 6480 HARROW ST*MIRA LOMA CA	91752 91752 12/03/2009	
9 Parcel: 152-550-015 Owner: GONZALEZ, ROBERT RENE & PATRICIA SINGLE FAMILY RESIDENCE	00000-00	2006		2,809	\$373,500F	Site: 6490 HARROW ST*MIRA LOMA CA Mail: 6490 HARROW ST*MIRA LOMA CA	91752 91752 05/07/2008	
10 Parcel: 152-551-006 Owner: WEIDERHOFT, TIMOTHY & DENA SINGLE FAMILY RESIDENCE	00314-96	2006		2,809	\$355,000F	Site: 12238 CRAIGBURN CIR*MIRA LOMA CA Mail: 12238 CRAIGBURN CIR*MIRA LOMA CA (951)268-6534	91752 91752 09/29/2010	
11 Parcel: 152-551-007 Owner: MEDRANO, FRANCISCO M & LUZ H SINGLE FAMILY RESIDENCE	00314-96	2006		2,974	\$550,000F	Site: 12228 CRAIGBURN CIR*MIRA LOMA CA Mail: 12228 CRAIGBURN CIR*MIRA LOMA CA	91752 91752 12/08/2006	
12 Parcel: 152-551-008 Owner: DUONG, KEVIN SINGLE FAMILY RESIDENCE	00314-96	2006		3,652	\$375,000F	Site: 12231 CRAIGBURN CIR*MIRA LOMA CA Mail: 12231 CRAIGBURN CIR*MIRA LOMA CA	91752 91752 03/24/2010	
13 Parcel: 152-551-028 Owner: DUARTE, HEISY H A & HEIDI F A SINGLE FAMILY RESIDENCE	00314-96	2006		3,320	\$360,000F	Site: 6493 HARROW ST*MIRA LOMA CA Mail: 6493 HARROW ST*MIRA LOMA CA	91752 91752 08/19/2011	
14 Parcel: 152-551-029 Owner: GURROLA, GINA SINGLE FAMILY RESIDENCE	00000-00	2006		2,809	\$355,000F	Site: 6483 HARROW ST*MIRA LOMA CA Mail: 6483 HARROW ST*MIRA LOMA CA	91752 91752 09/15/2010	

Use Description	Tract	YrBlt	Units	SqFt	SaleAmt	Phone	SaleDt	!
15 Parcel: 152-551-030 Owner: RAMOS, VICTOR MANUEL SINGLE FAMILY RESIDENCE	00000-00	2006		3,320	\$540,000F	Site: 6473 HARROW ST*MIRA LOMA CA Mail: 6473 HARROW ST*MIRA LOMA CA	91752 91752	11/30/2006
16 Parcel: 152-551-031 Owner: JAMPANA, RAVI KUMAR & SUNITHA SINGLE FAMILY RESIDENCE	00000-00	2006		2,809	\$493,000F	Site: 6463 HARROW ST*MIRA LOMA CA Mail: 13249 CAROLYN ST*CERRITOS CA	91752 90703	11/30/2006
17 Parcel: 152-551-032 Owner: PATEL, AKTA & UMESH SINGLE FAMILY RESIDENCE	00000-00	2006		3,652	\$388,000F	Site: 6453 HARROW ST*MIRA LOMA CA Mail: 6453 HARROW ST*MIRA LOMA CA	91752 91752	04/22/2011
18 Parcel: 160-030-005 Owner: HAMNER PARK ASSOC COMMERCIAL MISCELLANEOUS	-	1973	1	1,440		Site: 202 OAK CREST CIR*MIRA LOMA CA Mail: 924 WESTWOOD BLVD 910*LOS ANGELES CA	91752 90024	03/05/2003
19 Parcel: 160-030-050 Owner: RHKIDS COMMERCIAL MISCELLANEOUS	0006 -00				\$1,500,000T	Site: Mail: 410 S BEVERLY DR*BEVERLY HILLS CA	91752 90212	06/03/2009
20 Parcel: 160-030-067 Owner: EASTVALE GATEWAY II COMMERCIAL MISCELLANEOUS	0002 -00					Site: 12351 LIMONITE AVE*MIRA LOMA CA Mail: 1156 N MOUNTAIN AVE*UPLAND CA	91752 91786	04/03/2008
21 Parcel: 160-030-068 Owner: EASTVALE GATEWAY II COMMERCIAL MISCELLANEOUS	0009 -00					Site: 12327 LIMONITE AVE*MIRA LOMA CA Mail: 1156 N MOUNTAIN AVE*UPLAND CA	91752 91786	
22 Parcel: 160-030-069 Owner: EASTVALE GATEWAY II COMMERCIAL MISCELLANEOUS	0010 -00					Site: 12315 LIMONITE AVE*MIRA LOMA CA Mail: 1156 N MOUNTAIN AVE*UPLAND CA	91752 91786	
23 Parcel: 160-030-070 Owner: EASTVALE GATEWAY II COMMERCIAL MISCELLANEOUS	0011 -00					Site: 12581 LIMONITE AVE*MIRA LOMA CA Mail: 1156 N MOUNTAIN AVE*UPLAND CA	91752 91786	
24 Parcel: 160-030-071 Owner: EASTVALE GATEWAY III COMMERCIAL MISCELLANEOUS	0004 -00					Site: 12423 LIMONITE AVE*MIRA LOMA CA Mail: PO BOX 670*UPLAND CA	91752 91785	
25 Parcel: 160-030-074 Owner: EASTVALE GATEWAY III COMMERCIAL MISCELLANEOUS	0007 -00					Site: 12303 LIMONITE AVE*MIRA LOMA CA Mail: PO BOX 670*UPLAND CA	91752 91785	
26 Parcel: 160-050-021 Owner: SKY COUNTRY INV CO EAST ETAL VACANT RESIDENTIAL	-				\$2,146,500	Site: Mail: PO BOX 1295*CORONA CA	92878	01/01/1989
27 Parcel: 160-050-023 Owner: SKY COUNTRY INV CO EAST VACANT RESIDENTIAL	-				\$2,146,500	Site: Mail: PO BOX 1295*CORONA CA	92878	01/01/1989
28 Parcel: 160-050-029 Owner: STATE OF CALIF DEPT OF TRANSPORT VACANT RESIDENTIAL	-					Site: Mail: 464 W 4TH ST 6TH*SAN BERNARDINO CA	92401	

Use Description	Tract	YrBlt	Units	SqFt	SaleAmt	Phone	SaleDt	!
29 Parcel: 160-050-031 Owner: SKY COUNTRY INV CO EAST VACANT RESIDENTIAL	-					Site: Mail: PO BOX 1295*CORONA CA	92878 06/05/1996	
30 Parcel: 160-230-001 Owner: OBERTIK, MIYOKO TRUST COMMERCIAL MISCELLANEOUS	0001 -00				\$4,150,000F	Site: 6020 HAMNER AVE*MIRA LOMA CA Mail: 1015 CRESTVIEW DR*PASADENA CA	91752 91107 08/01/2006	
31 Parcel: 160-230-009 Owner: HD DEV OF MARYLAND INC COMMERCIAL MISCELLANEOUS	0009 -00				\$1,500	Site: 6140 HAMNER AVE*MIRA LOMA CA Mail: PO BOX 105842*ATLANTA GA	91752 30348 01/28/2005	
32 Parcel: 160-230-012 Owner: EASTVALE GATEWAY I COMMERCIAL MISCELLANEOUS	0002 -00					Site: 6060 HAMNER AVE*MIRA LOMA CA Mail: PO BOX 670*UPLAND CA	91752 91785	
33 Parcel: 160-230-020 Owner: EASTVALE GATEWAY I COMMERCIAL MISCELLANEOUS	0002 -00					Site: 6110 HAMNER AVE*MIRA LOMA CA Mail: PO BOX 670*UPLAND CA	91752 91785	
34 Parcel: 164-030-012 Owner: LEAL, ELIZABETH DAIRY	-					Site: 12741 LIMONITE AVE*CORONA CA Mail: 12740 58TH ST*CORONA CA	92880 92880	
35 Parcel: 164-060-029 Owner: BEYERS, MARY M SINGLE FAMILY RESIDENCE	00000-00	1999	1	2,530		Site: 6325 MARIGOLD ST*CORONA CA Mail: 6325 MARIGOLD ST*CORONA CA	92880 92880 09/04/2009	
36 Parcel: 164-060-030 Owner: CARLETELLO, JOHN L & DAWN M SINGLE FAMILY RESIDENCE	00000-00	1999	1	2,530		Site: 6335 MARIGOLD ST*CORONA CA Mail: 6335 MARIGOLD ST*CORONA CA	92880 92880	
37 Parcel: 164-060-031 Owner: NOICE, EDGAR F & JENNIFER L SINGLE FAMILY RESIDENCE	00000-00	1999	1	2,383		Site: 6345 MARIGOLD ST*CORONA CA Mail: 6345 MARIGOLD ST*CORONA CA	92880 92880	
38 Parcel: 164-060-044 Owner: EARHART, PATRICK D & CAROL SINGLE FAMILY RESIDENCE	00285-20	1999	1	2,765		Site: 6324 POMEGRANATE CT*CORONA CA Mail: 6324 POMEGRANATE CT*CORONA CA	92880 92880	
39 Parcel: 164-060-045 Owner: HWANG, HUI SUK SINGLE FAMILY RESIDENCE	00285-20	1999	1	3,099	\$605,000F	Site: 6314 POMEGRANATE CT*CORONA CA Mail: 13881 DELLBROOK ST*CORONA CA	92880 92880 10/07/2005	

OWNERS LIST

WITH 3 SETS OF LABELS

152-550-007
JOSE & MARIA MURILLO
12244 MEADOWVALE ST
MIRA LOMA, CA 91752-4343

152-550-008
TRISNA P & HUSIN GOZALI
6420 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-009
MANUEL & ROSA GARCIA
6430 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-010
USHA J & MALESHA PATEL
6440 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-011
LA MORENA HOLDINGS
12314 MEADOWVALE ST
MIRA LOMA, CA 91752-4345

152-550-012
ALLEN C CHAN
6460 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-013
TAYAB SIDDIQUIE
6470 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-014
JAE LEE
6480 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-015
ROBERT & PATRICIA GONZALEZ
6490 HARROW ST
MIRA LOMA, CA 91752-4350

152-551-006
TIMOTHY & DENA WEIDERHOFT
12238 CRAIGBURN CIR
MIRA LOMA, CA 91752-4357

152-551-007
FRANCISCO M & LUZ MEDRANO
12228 CRAIGBURN CIR
MIRA LOMA, CA 91752-4357

152-551-008
KEVIN DUONG
12231 CRAIGBURN CIR
MIRA LOMA, CA 91752-4358

152-551-028
HEISY & HEIDI DUARTE
6493 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-029
GINA GURROLA
6483 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-030
VICTOR RAMOS
6473 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-031
RAVI & SUNITHA JAMPANA
13249 CAROLYN ST
CERRITOS, CA 90703-8605

152-551-032
AKTA & UMESH PATEL
6453 HARROW ST
MIRA LOMA, CA 91752-4349

160-030-005
HAMNER PARK ASSOC
924 WESTWOOD BLVD 910
LOS ANGELES, CA 90024-2930

160-030-050
RHKIDS
410 S BEVERLY DR
BEVERLY HILLS, CA 90212-4402

160-030-067
EASTVALE GATEWAY II
1156 N MOUNTAIN AVE
UPLAND, CA 91786-3633

160-030-068
EASTVALE GATEWAY II
1156 N MOUNTAIN AVE
UPLAND, CA 91786-3633

160-030-069
EASTVALE GATEWAY II
1156 N MOUNTAIN AVE
UPLAND, CA 91786-3633

160-030-070
EASTVALE GATEWAY II
1156 N MOUNTAIN AVE
UPLAND, CA 91786-3633

160-030-071
EASTVALE GATEWAY III
PO BOX 670
UPLAND, CA 91785-0670

160-030-074
EASTVALE GATEWAY III
PO BOX 670
UPLAND, CA 91785-0670

160-050-021
SKY COUNTRY INV CO EAST
PO BOX 1295
CORONA, CA 92878-1295

160-050-023
SKY COUNTRY INV CO EAST
PO BOX 1295
CORONA, CA 92878-1295

160-050-029
STATE OF CALIF DEPT OF TRANSI
464 W 4TH ST 6TH
SAN BERNARDIN, CA 92401-1407

160-050-031
SKY COUNTRY INV CO EAST
PO BOX 1295
CORONA, CA 92878-1295

160-230-001
MIYOKO OBERTIK
1015 CRESTVIEW DR
PASADENA, CA 91107-1952

160-230-009
HD DEV OF MARYLAND INC
PO BOX 105842
ATLANTA, GA 30348-5842

160-230-012
EASTVALE GATEWAY I
PO BOX 670
UPLAND, CA 91785-0670

160-230-020
EASTVALE GATEWAY I
PO BOX 670
UPLAND, CA 91785-0670

164-030-012
ELIZABETH LEAL
12740 58TH ST
CORONA, CA 92880-3334

164-060-029
MARY M BEYERS
6325 MARIGOLD ST
CORONA, CA 92880-7201

164-060-030
JOHN L & DAWN CARLETTELLO
6335 MARIGOLD ST
CORONA, CA 92880-7201

164-060-031
EDGAR F & JENNIFER NOICE
6345 MARIGOLD ST
CORONA, CA 92880-7201

164-060-044
PATRICK D & CAROL EARHART
6324 POMEGRANATE CT
CORONA, CA 92880-7202

164-060-045
HUI HWANG
13881 DELLBROOK ST
CORONA, CA 92880-3161

*** 39 Printed ***

OCCUPANT LIST
WITH 3 SETS OF LABELS

152-550-007
CURRENT RESIDENT
12244 MEADOWVALE ST
MIRA LOMA, CA 91752-4343

152-550-008
CURRENT RESIDENT
6420 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-009
CURRENT RESIDENT
6430 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-010
CURRENT RESIDENT
6440 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-011
CURRENT RESIDENT
6450 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-012
CURRENT RESIDENT
6460 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-013
CURRENT RESIDENT
6470 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-014
CURRENT RESIDENT
6480 HARROW ST
MIRA LOMA, CA 91752-4350

152-550-015
CURRENT RESIDENT
6490 HARROW ST
MIRA LOMA, CA 91752-4350

152-551-006
CURRENT RESIDENT
12238 CRAIGBURN CIR
MIRA LOMA, CA 91752-4357

152-551-007
CURRENT RESIDENT
12228 CRAIGBURN CIR
MIRA LOMA, CA 91752-4357

152-551-008
CURRENT RESIDENT
12231 CRAIGBURN CIR
MIRA LOMA, CA 91752-4358

152-551-028
CURRENT RESIDENT
6493 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-029
CURRENT RESIDENT
6483 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-030
CURRENT RESIDENT
6473 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-031
CURRENT RESIDENT
6463 HARROW ST
MIRA LOMA, CA 91752-4349

152-551-032
CURRENT RESIDENT
6453 HARROW ST
MIRA LOMA, CA 91752-4349

160-030-005
CURRENT RESIDENT
202 OAK CREST CIR
MIRA LOMA, CA 91752

160-030-067
CURRENT RESIDENT
12351 LIMONITE AVE
MIRA LOMA, CA 91752-3671

160-030-068
CURRENT RESIDENT
12327 LIMONITE AVE
MIRA LOMA, CA 91752-4700

160-030-069
CURRENT RESIDENT
12315 LIMONITE AVE
MIRA LOMA, CA 91752-3671

160-030-070
CURRENT RESIDENT
12581 LIMONITE AVE
MIRA LOMA, CA 91752

160-030-071
CURRENT RESIDENT
12423 LIMONITE AVE
MIRA LOMA, CA 91752-2457

160-030-074
CURRENT RESIDENT
12303 LIMONITE AVE
MIRA LOMA, CA 91752-3680

160-230-001
CURRENT RESIDENT
6020 HAMNER AVE
MIRA LOMA, CA 91752-3661

160-230-009
CURRENT RESIDENT
6140 HAMNER AVE
MIRA LOMA, CA 91752-3121

160-230-012
CURRENT RESIDENT
6060 HAMNER AVE
MIRA LOMA, CA 91752-3661

160-230-020
CURRENT RESIDENT
6110 HAMNER AVE
MIRA LOMA, CA 91752-3121

164-030-012
CURRENT RESIDENT
12741 LIMONITE AVE
CORONA, CA 92880-9649

164-060-029
CURRENT RESIDENT
6325 MARIGOLD ST
CORONA, CA 92880-7201

164-060-030
CURRENT RESIDENT
6335 MARIGOLD ST
CORONA, CA 92880-7201

164-060-031
CURRENT RESIDENT
6345 MARIGOLD ST
CORONA, CA 92880-7201

164-060-044
CURRENT RESIDENT
6324 POMEGRANATE CT
CORONA, CA 92880-7202

164-060-045
CURRENT RESIDENT
6314 POMEGRANATE CT
CORONA, CA 92880-7202

*** 34 Printed ***

ONE EXTRA SET OF MAPS

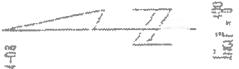
164-03
134-08

1 R.A. 059-005

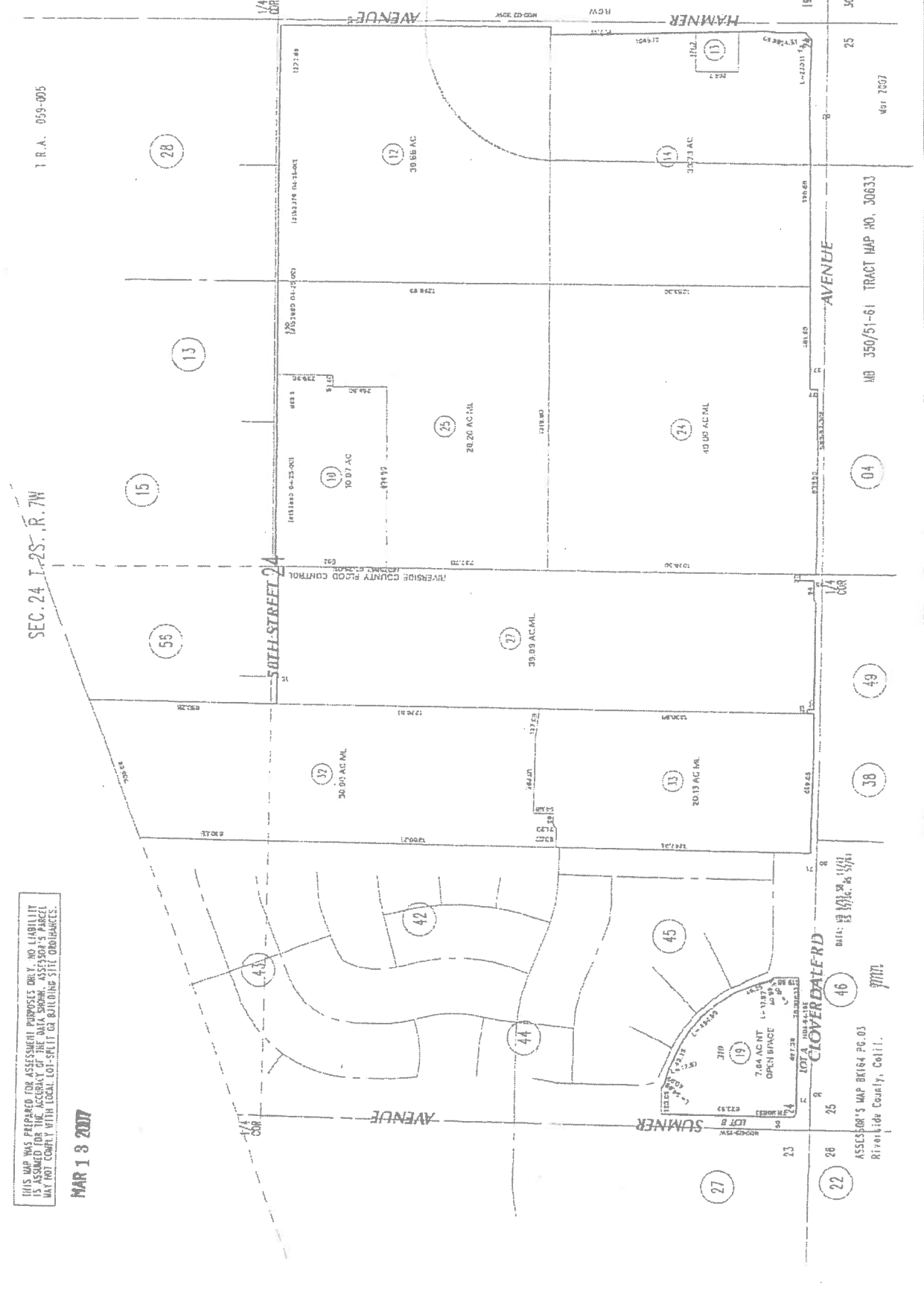
SEC. 24 T-2S-R.7W

MAR 13 2007

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



NAD 83
MAGNETIC



LOT	ACRES	AREA	PERCENT	AREA	PERCENT
1	1.00	1.00	100.00	1.00	100.00
2	1.00	1.00	100.00	1.00	100.00
3	1.00	1.00	100.00	1.00	100.00
4	1.00	1.00	100.00	1.00	100.00
5	1.00	1.00	100.00	1.00	100.00
6	1.00	1.00	100.00	1.00	100.00
7	1.00	1.00	100.00	1.00	100.00
8	1.00	1.00	100.00	1.00	100.00
9	1.00	1.00	100.00	1.00	100.00
10	1.00	1.00	100.00	1.00	100.00
11	1.00	1.00	100.00	1.00	100.00
12	1.00	1.00	100.00	1.00	100.00
13	1.00	1.00	100.00	1.00	100.00
14	1.00	1.00	100.00	1.00	100.00
15	1.00	1.00	100.00	1.00	100.00
16	1.00	1.00	100.00	1.00	100.00
17	1.00	1.00	100.00	1.00	100.00
18	1.00	1.00	100.00	1.00	100.00
19	1.00	1.00	100.00	1.00	100.00
20	1.00	1.00	100.00	1.00	100.00
21	1.00	1.00	100.00	1.00	100.00
22	1.00	1.00	100.00	1.00	100.00
23	1.00	1.00	100.00	1.00	100.00
24	1.00	1.00	100.00	1.00	100.00
25	1.00	1.00	100.00	1.00	100.00
26	1.00	1.00	100.00	1.00	100.00
27	1.00	1.00	100.00	1.00	100.00
28	1.00	1.00	100.00	1.00	100.00
29	1.00	1.00	100.00	1.00	100.00
30	1.00	1.00	100.00	1.00	100.00
31	1.00	1.00	100.00	1.00	100.00
32	1.00	1.00	100.00	1.00	100.00
33	1.00	1.00	100.00	1.00	100.00
34	1.00	1.00	100.00	1.00	100.00
35	1.00	1.00	100.00	1.00	100.00
36	1.00	1.00	100.00	1.00	100.00
37	1.00	1.00	100.00	1.00	100.00
38	1.00	1.00	100.00	1.00	100.00
39	1.00	1.00	100.00	1.00	100.00
40	1.00	1.00	100.00	1.00	100.00
41	1.00	1.00	100.00	1.00	100.00
42	1.00	1.00	100.00	1.00	100.00
43	1.00	1.00	100.00	1.00	100.00
44	1.00	1.00	100.00	1.00	100.00
45	1.00	1.00	100.00	1.00	100.00
46	1.00	1.00	100.00	1.00	100.00
47	1.00	1.00	100.00	1.00	100.00
48	1.00	1.00	100.00	1.00	100.00
49	1.00	1.00	100.00	1.00	100.00
50	1.00	1.00	100.00	1.00	100.00
51	1.00	1.00	100.00	1.00	100.00
52	1.00	1.00	100.00	1.00	100.00
53	1.00	1.00	100.00	1.00	100.00
54	1.00	1.00	100.00	1.00	100.00
55	1.00	1.00	100.00	1.00	100.00
56	1.00	1.00	100.00	1.00	100.00
57	1.00	1.00	100.00	1.00	100.00
58	1.00	1.00	100.00	1.00	100.00
59	1.00	1.00	100.00	1.00	100.00
60	1.00	1.00	100.00	1.00	100.00

IS ASSURED FOR THE ACCURACY OF THE DATA AND THE ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

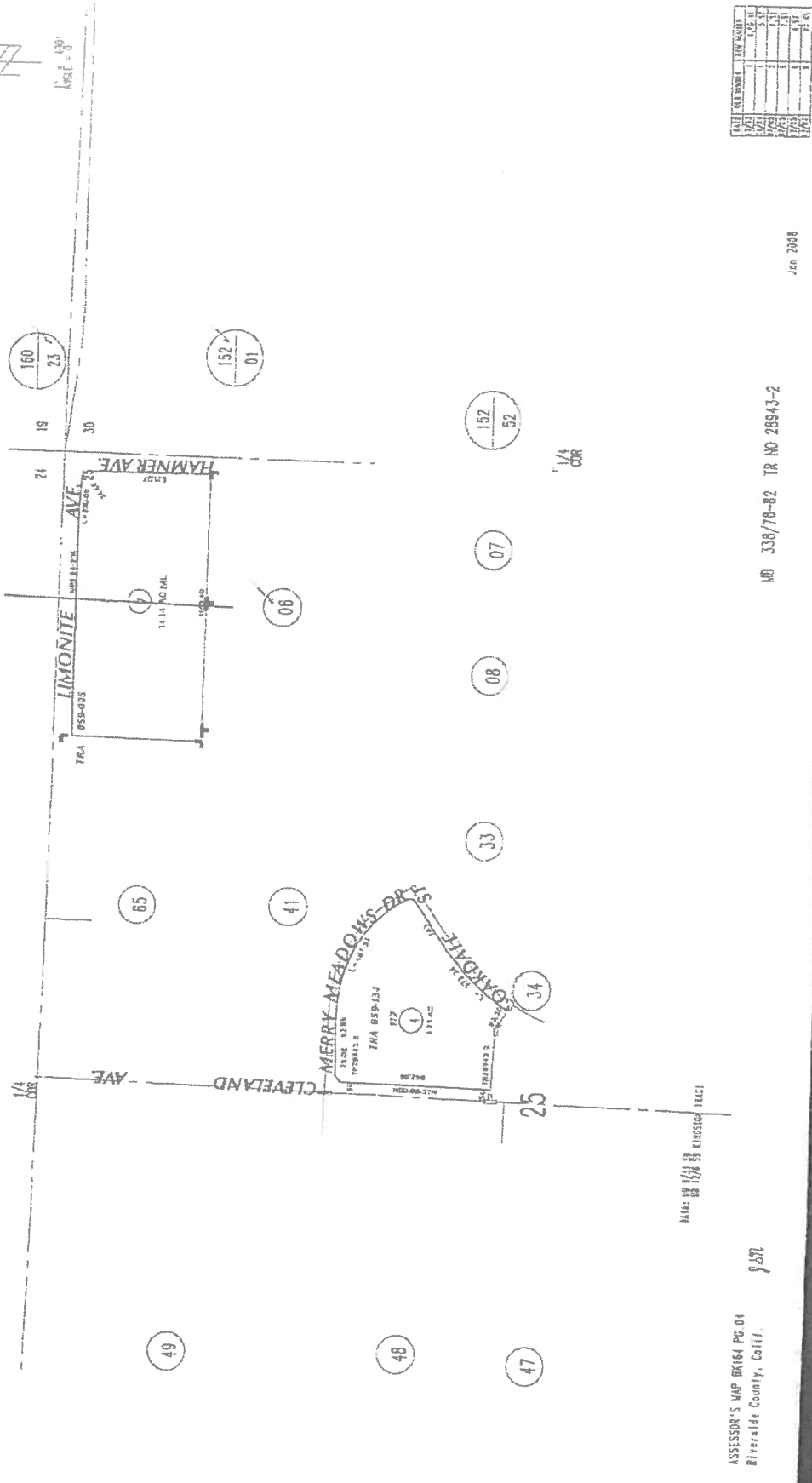
JAN 2 2 2008

POR. NE 25 T.2S., R.7W

164-04
154-93

TRA 059-005
005-134

AREA = 89'



ASSESSOR'S MAP BK164 PG 04
Riverside County, Calif.

DATE: 09/15/08

MD 338/78-82 TR NO 28943-2

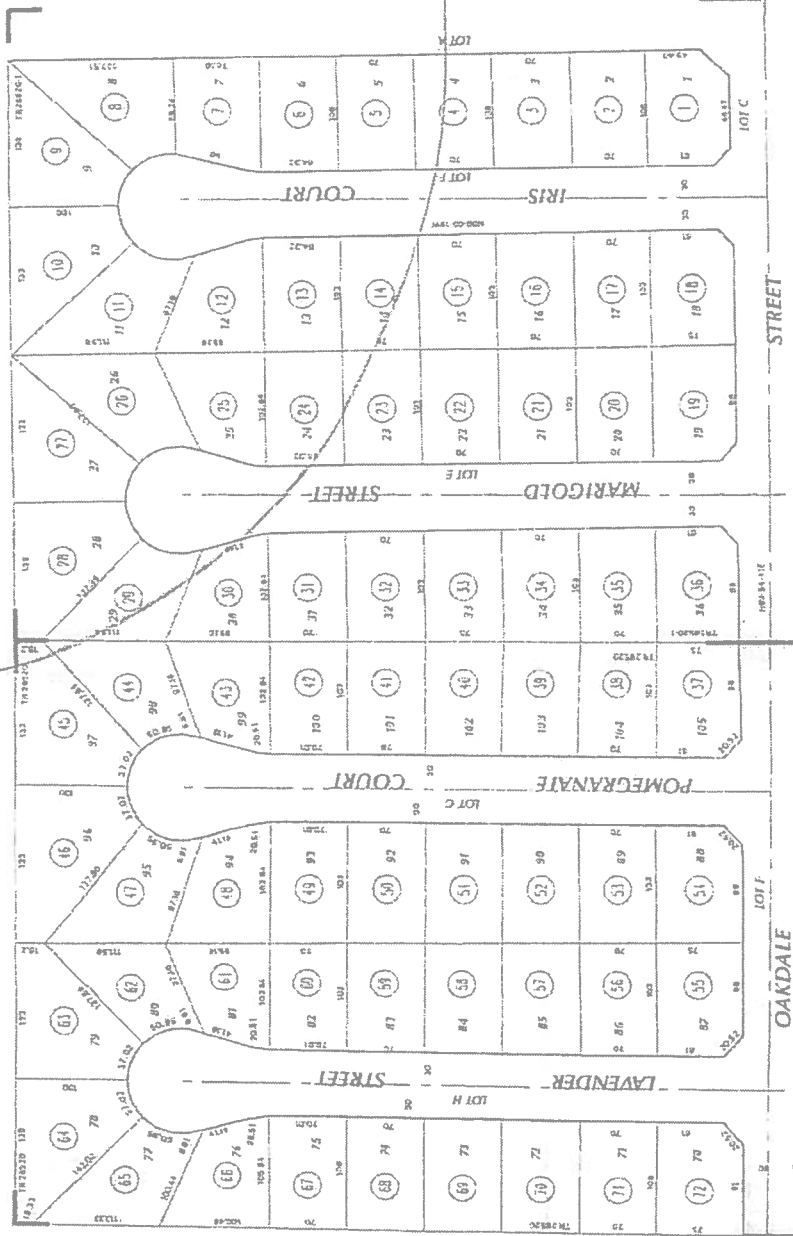
Jan 2008

164-U6
131-33

I. R. A. 059-005

POR. NE 25 T. 2S., R. 7W

THIS MAP WAS PREPARED FOR SUCCESSFUL PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN HEREON. BUYERS SHOULD VERIFY ALL DATA WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES. MAY NOT COPY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



MB 275/11-18 TR NO 28520-1
MB 278/33-45 TR NO 28520

Nov 2003

ASSESSOR'S MAP BR164 PG 05
Riverside County, Calif.

146

POR. SW. 19 T. 2S., R. 6W.

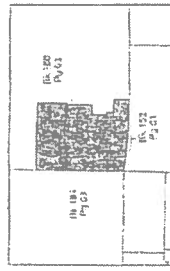
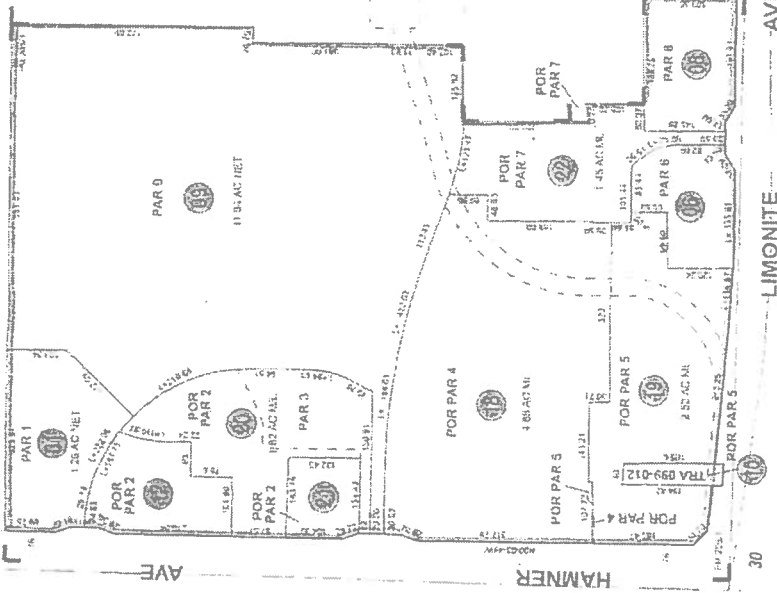
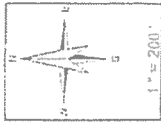
160-23

TRA 099-099
099-012

160-03

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAPS ARE SUBJECT TO THE LOCAL GOVERNMENT'S SITE ORDINANCES.

FEB 18 2009



Parcel	Area (Acres)	Area (Sq Ft)
PAR 1	1.20	65,340
PAR 2	1.82	99,792
PAR 3	1.82	99,792
PAR 4	4.81	262,560
PAR 5	2.52	137,664
PAR 6	1.45	78,720
PAR 7	1.45	78,720
PAR 8	1.45	78,720
PAR 9	11.91	647,856
PAR 10	1.45	78,720
TOTAL	28.43	1,551,808

PH 205 / 1 - 4 PARCEL MAP 30412

JAN 2009



ASSESSOR'S MAP BK160 PG 23
Riverside County, Ca.

S. Jaramila

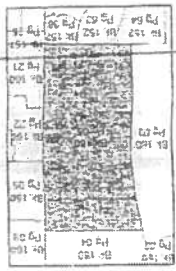
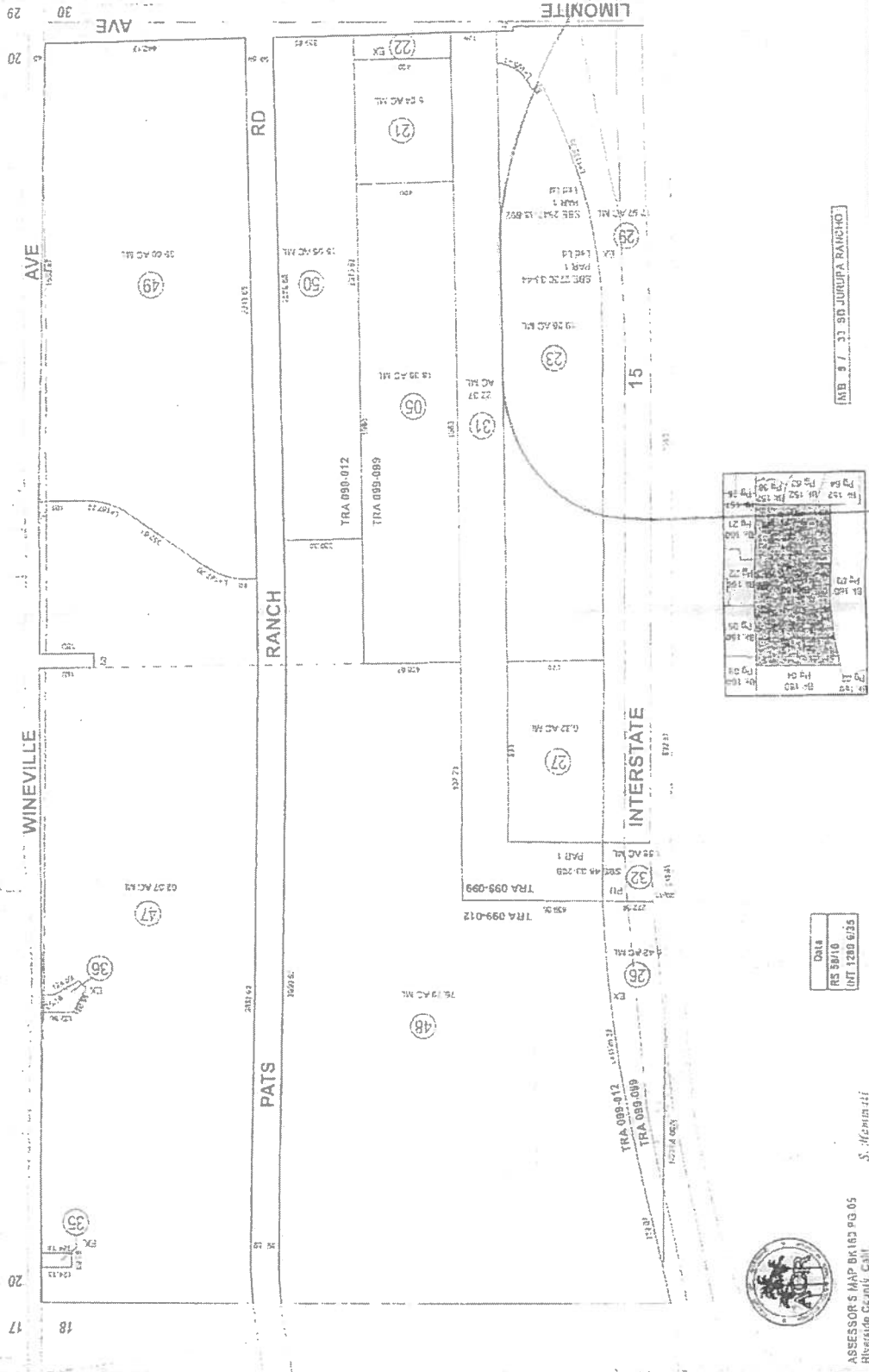
160-05
156-27

TRA 090-012
099-059

POR. E 19 T. 2S., R. 6W.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S OFFICE MAY NOT COMPLETELY REPRODUCE THIS MAP OR MAKE ANY CHANGES.

FEB 18 2009



DATE
RE 58410
(01/12/09 9:55)

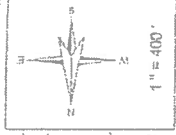


ASSESSOR'S MAP BK 163 PG 05
Riverside County, Calif
S. Mammitz

TRACT	ACRES	PERCENTAGE	MARKING
1	1.0000	100.00	
2	1.0000	100.00	
3	1.0000	100.00	
4	1.0000	100.00	
5	1.0000	100.00	
6	1.0000	100.00	
7	1.0000	100.00	
8	1.0000	100.00	
9	1.0000	100.00	
10	1.0000	100.00	
11	1.0000	100.00	
12	1.0000	100.00	
13	1.0000	100.00	
14	1.0000	100.00	
15	1.0000	100.00	
16	1.0000	100.00	
17	1.0000	100.00	
18	1.0000	100.00	
19	1.0000	100.00	
20	1.0000	100.00	
21	1.0000	100.00	
22	1.0000	100.00	
23	1.0000	100.00	
24	1.0000	100.00	
25	1.0000	100.00	
26	1.0000	100.00	
27	1.0000	100.00	
28	1.0000	100.00	
29	1.0000	100.00	
30	1.0000	100.00	
31	1.0000	100.00	
32	1.0000	100.00	
33	1.0000	100.00	
34	1.0000	100.00	
35	1.0000	100.00	
36	1.0000	100.00	
37	1.0000	100.00	
38	1.0000	100.00	
39	1.0000	100.00	
40	1.0000	100.00	
41	1.0000	100.00	
42	1.0000	100.00	
43	1.0000	100.00	
44	1.0000	100.00	
45	1.0000	100.00	
46	1.0000	100.00	
47	1.0000	100.00	
48	1.0000	100.00	
49	1.0000	100.00	
50	1.0000	100.00	
51	1.0000	100.00	
52	1.0000	100.00	
53	1.0000	100.00	
54	1.0000	100.00	
55	1.0000	100.00	
56	1.0000	100.00	
57	1.0000	100.00	
58	1.0000	100.00	
59	1.0000	100.00	
60	1.0000	100.00	
61	1.0000	100.00	
62	1.0000	100.00	
63	1.0000	100.00	
64	1.0000	100.00	
65	1.0000	100.00	
66	1.0000	100.00	
67	1.0000	100.00	
68	1.0000	100.00	
69	1.0000	100.00	
70	1.0000	100.00	
71	1.0000	100.00	
72	1.0000	100.00	
73	1.0000	100.00	
74	1.0000	100.00	
75	1.0000	100.00	
76	1.0000	100.00	
77	1.0000	100.00	
78	1.0000	100.00	
79	1.0000	100.00	
80	1.0000	100.00	
81	1.0000	100.00	
82	1.0000	100.00	
83	1.0000	100.00	
84	1.0000	100.00	
85	1.0000	100.00	
86	1.0000	100.00	
87	1.0000	100.00	
88	1.0000	100.00	
89	1.0000	100.00	
90	1.0000	100.00	
91	1.0000	100.00	
92	1.0000	100.00	
93	1.0000	100.00	
94	1.0000	100.00	
95	1.0000	100.00	
96	1.0000	100.00	
97	1.0000	100.00	
98	1.0000	100.00	
99	1.0000	100.00	
100	1.0000	100.00	

MB 9 / 31 SD JURUPA RANCHO

160-03
158-26



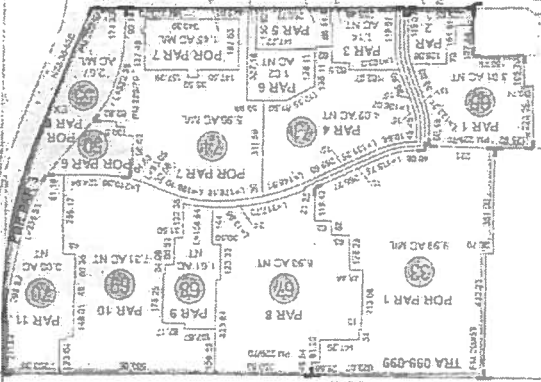
Legend
 --- Lot Lines
 --- Home/Pool
 --- Obstacles
 --- Reference Only
 --- Other Structures
 --- Lease Area
 --- Subdivided Lot Area

Map No.	Map Number	Area
10000000	10000000	10000000
10000001	10000001	10000001
10000002	10000002	10000002
10000003	10000003	10000003
10000004	10000004	10000004
10000005	10000005	10000005
10000006	10000006	10000006
10000007	10000007	10000007
10000008	10000008	10000008
10000009	10000009	10000009
10000010	10000010	10000010
10000011	10000011	10000011
10000012	10000012	10000012
10000013	10000013	10000013
10000014	10000014	10000014
10000015	10000015	10000015
10000016	10000016	10000016
10000017	10000017	10000017
10000018	10000018	10000018
10000019	10000019	10000019
10000020	10000020	10000020
10000021	10000021	10000021
10000022	10000022	10000022
10000023	10000023	10000023
10000024	10000024	10000024
10000025	10000025	10000025
10000026	10000026	10000026
10000027	10000027	10000027
10000028	10000028	10000028
10000029	10000029	10000029
10000030	10000030	10000030
10000031	10000031	10000031
10000032	10000032	10000032
10000033	10000033	10000033
10000034	10000034	10000034
10000035	10000035	10000035
10000036	10000036	10000036
10000037	10000037	10000037
10000038	10000038	10000038
10000039	10000039	10000039
10000040	10000040	10000040
10000041	10000041	10000041
10000042	10000042	10000042
10000043	10000043	10000043
10000044	10000044	10000044
10000045	10000045	10000045
10000046	10000046	10000046
10000047	10000047	10000047
10000048	10000048	10000048
10000049	10000049	10000049
10000050	10000050	10000050
10000051	10000051	10000051
10000052	10000052	10000052
10000053	10000053	10000053
10000054	10000054	10000054
10000055	10000055	10000055
10000056	10000056	10000056
10000057	10000057	10000057
10000058	10000058	10000058
10000059	10000059	10000059
10000060	10000060	10000060
10000061	10000061	10000061
10000062	10000062	10000062
10000063	10000063	10000063
10000064	10000064	10000064
10000065	10000065	10000065
10000066	10000066	10000066
10000067	10000067	10000067
10000068	10000068	10000068
10000069	10000069	10000069
10000070	10000070	10000070
10000071	10000071	10000071
10000072	10000072	10000072
10000073	10000073	10000073
10000074	10000074	10000074
10000075	10000075	10000075
10000076	10000076	10000076
10000077	10000077	10000077
10000078	10000078	10000078
10000079	10000079	10000079
10000080	10000080	10000080
10000081	10000081	10000081
10000082	10000082	10000082
10000083	10000083	10000083
10000084	10000084	10000084
10000085	10000085	10000085
10000086	10000086	10000086
10000087	10000087	10000087
10000088	10000088	10000088
10000089	10000089	10000089
10000090	10000090	10000090
10000091	10000091	10000091
10000092	10000092	10000092
10000093	10000093	10000093
10000094	10000094	10000094
10000095	10000095	10000095
10000096	10000096	10000096
10000097	10000097	10000097
10000098	10000098	10000098
10000099	10000099	10000099
10000100	10000100	10000100

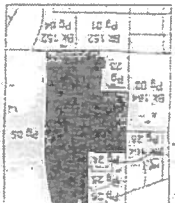
TRA 099-000
099-012
099-099

SEC. 18 19 T.2S., R.6W.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. A USER SHALL NOT RELY ON THIS MAP FOR ANY PURPOSES OTHER THAN ASSESSMENT. ANY NOT COMPLY WITH LOCAL LOT-GRIT OR BUILDING SITE ORDINANCES.
 DEC. 02 2009



Map No. 161016
 MAP 0131 - 0 S.W. LURUPA RANCHO
 PH. 200445 - 46 PARCEL MAP NO. 21885
 PH. 200459 - 02 PARCEL MAP NO. 31623
 PH. 200770 - 73 PARCEL MAP NO. 36007



Data
 R.S. 743,1470,1508,6155,7511
 O.R. 804,8,87
 INT. 1808,168
 8913,9187
 PH. 20571-4



ASSESSOR'S MAP BK160 PG. 03
 Riverside County, Calif.

C-1 2009

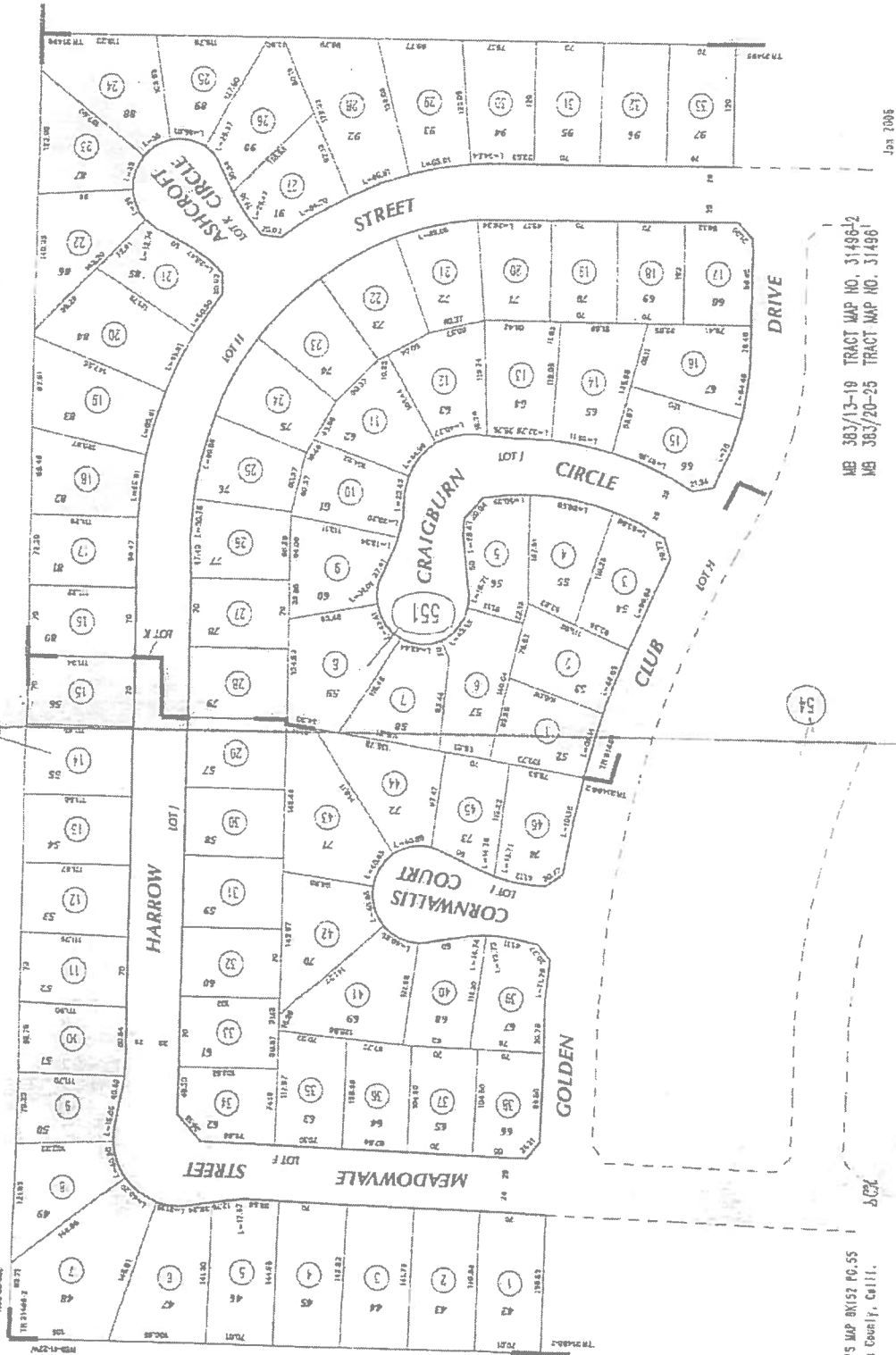
152-55
152 01

T. R. A. 059-110

POR. NW 30 T. 2S., R. 6W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

FEB 23 2006



ME 303/13-19 TRACT MAP NO. 31496-2
ME 303/20-25 TRACT MAP NO. 31496-1

ASSESSOR'S MAP 0152 PG. 55
Riverside County, Calif.

Jan 2006

02

32

550

551

01

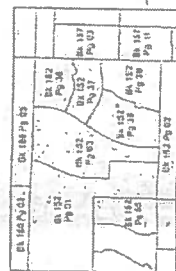
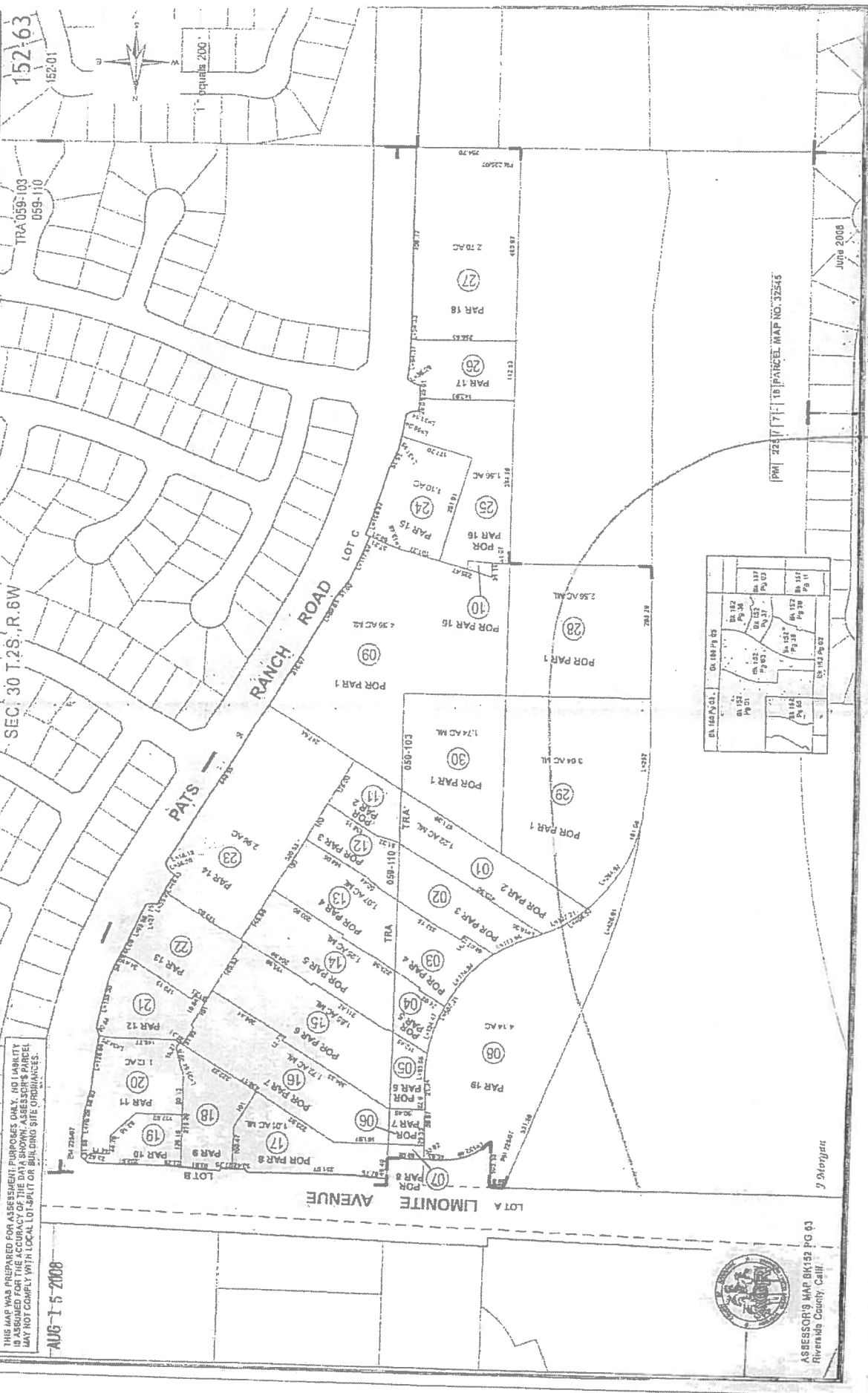
152-63
152-01

TRA 059-103
059-110

SEC. 30 T.2S., R.6W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

AUG 15 2008



PARCEL MAP NO. 32545

June 2008

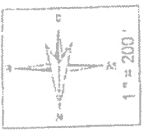


ASSESSOR'S MAP BK183 PG 03
Riverside County, Calif.

152-64

192-01

T.R.A. 054-103
059-110
027-007
027-009



SEC 30 T 2S R 6W

THIS MAP WAS PREPARED FOR ASSIGNMENT PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSIGNOR'S PACCEL
MAY NOT CORRECT WITH LOCAL LOT SPLIT OR BUILDING SITE DEMANDS

MAR 12 2009

LIMONITE AVENUE

059-110
027-007

T0A
T0A

R

054-103
027-007

T0A
T0A

R

059-110
027-007

T0A
T0A

059-110
027-007

T0A
T0A

R

054-103
027-007

T0A
T0A

R

059-110
027-007

T0A
T0A

R

054-103
027-007

T0A
T0A

R

059-110
027-007

T0A
T0A

R

054-103
027-007

T0A
T0A

R

059-110
027-007

T0A
T0A

R

054-103
027-007

T0A
T0A

R

059-110
027-007

T0A
T0A

US 20-AVE

US 20-AVE

US 20-AVE

US 20-AVE

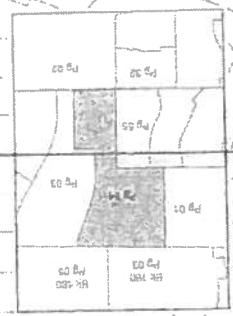
US 20-AVE

US 20-AVE

US 20-AVE

US 20-AVE

US 20-AVE



23.11 AC



ASSESSOR'S MAP, BK 122 PG 64
Riverside County, Calif.

J. Patsoulapazi

Oct 2008

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT CORRECT WITH LOCAL LOT-BUILD OR BUILDING SITE-IMPROVEMENTS.

SEC 30 T2SR6W

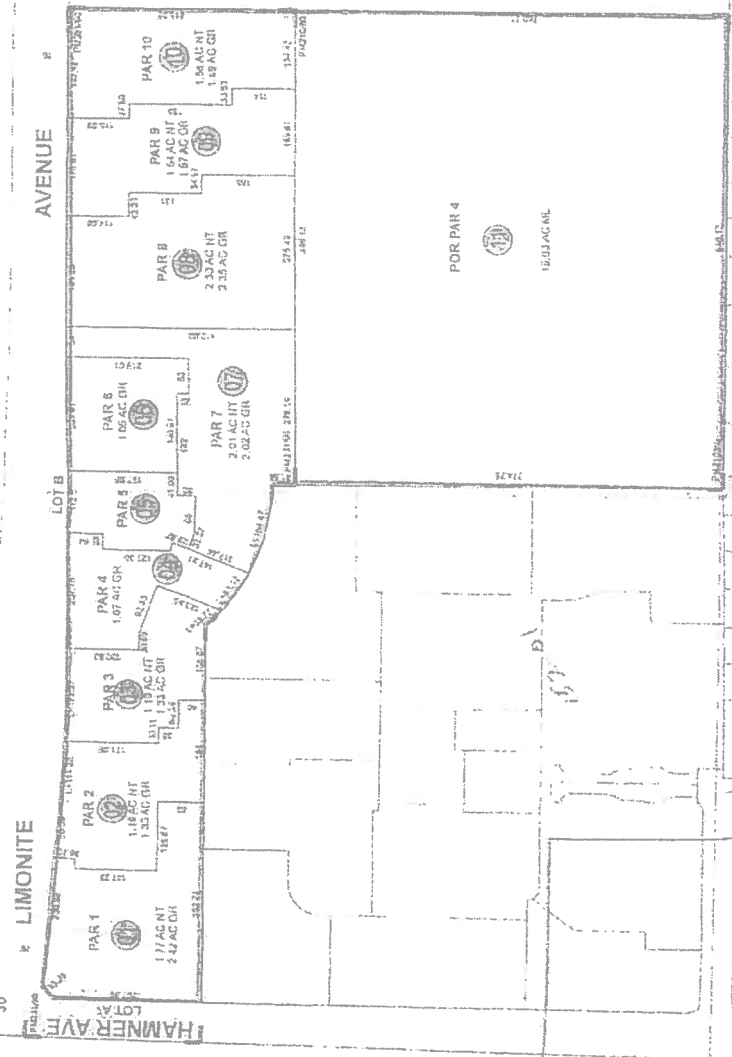
152-65
152-01

TRA 159-405
027-007



Legend

- 1. Lot Line
- 2. Right-of-Way
- 3. County Line
- 4. Reference E.D. by
- 5. City Boundary
- 6. Section Boundary
- 7. Township Boundary
- 8. Range Boundary



Map Reference
PA 21050-04 PARCEL MAP NO. 31010
PA 21050-100 PARCEL MAP NO. 30930



ASSESSOR'S MAP NO. 152-65
Riverside County, Calif.

November 2010

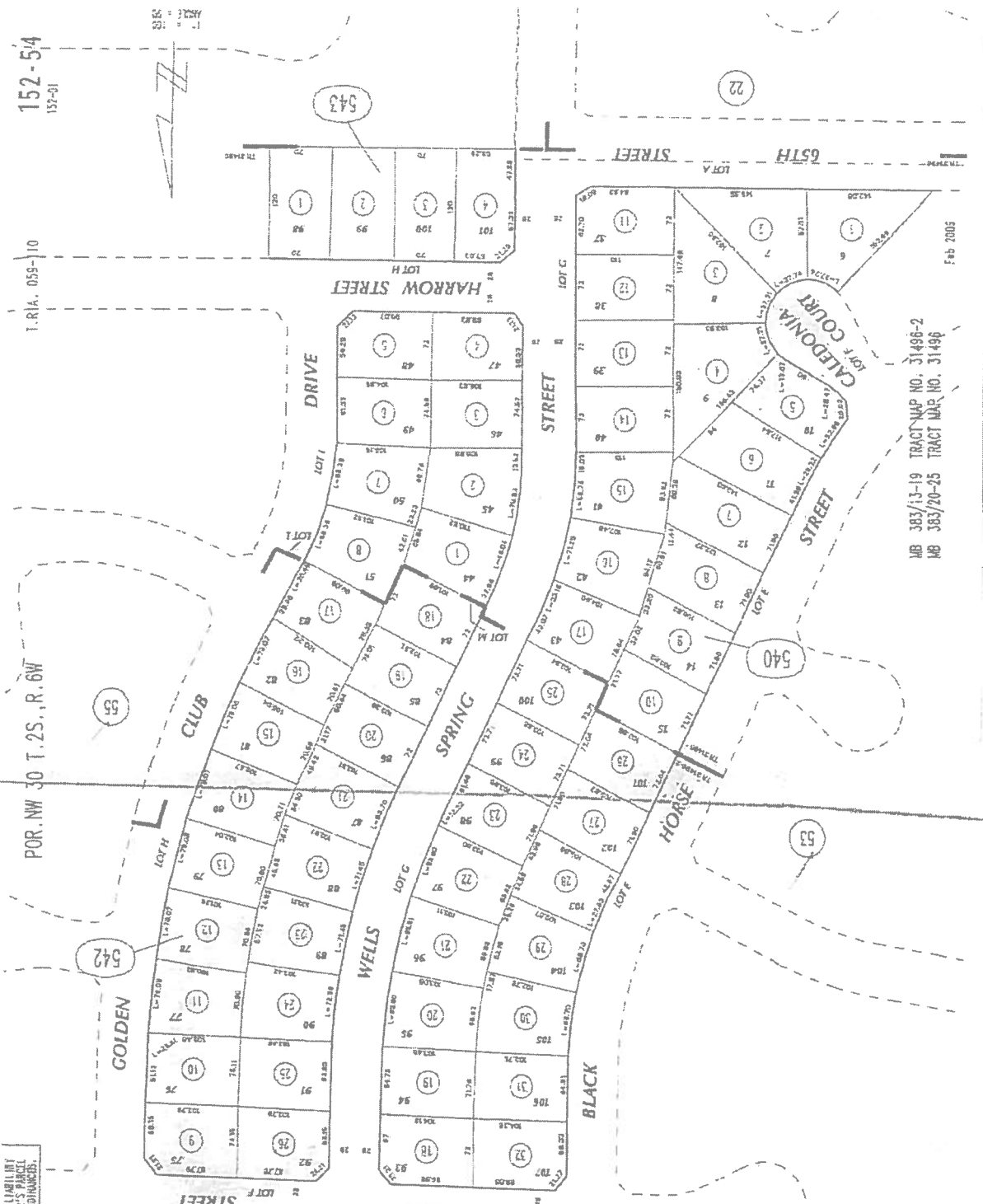
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SPLIT ORDINANCES.

FEB 28 2006

POR. NW 30 T. 2S., R. 6W

T. 1A., 05S-10

152-54
137-01



MB 383/13-19 TRACT MAP NO. 31486-2
MB 383/20-25 TRACT MAP NO. 31496

Feb 2005

ASSESSOR'S MAP BK152 PG. 54
Riverside County, Calif.

01

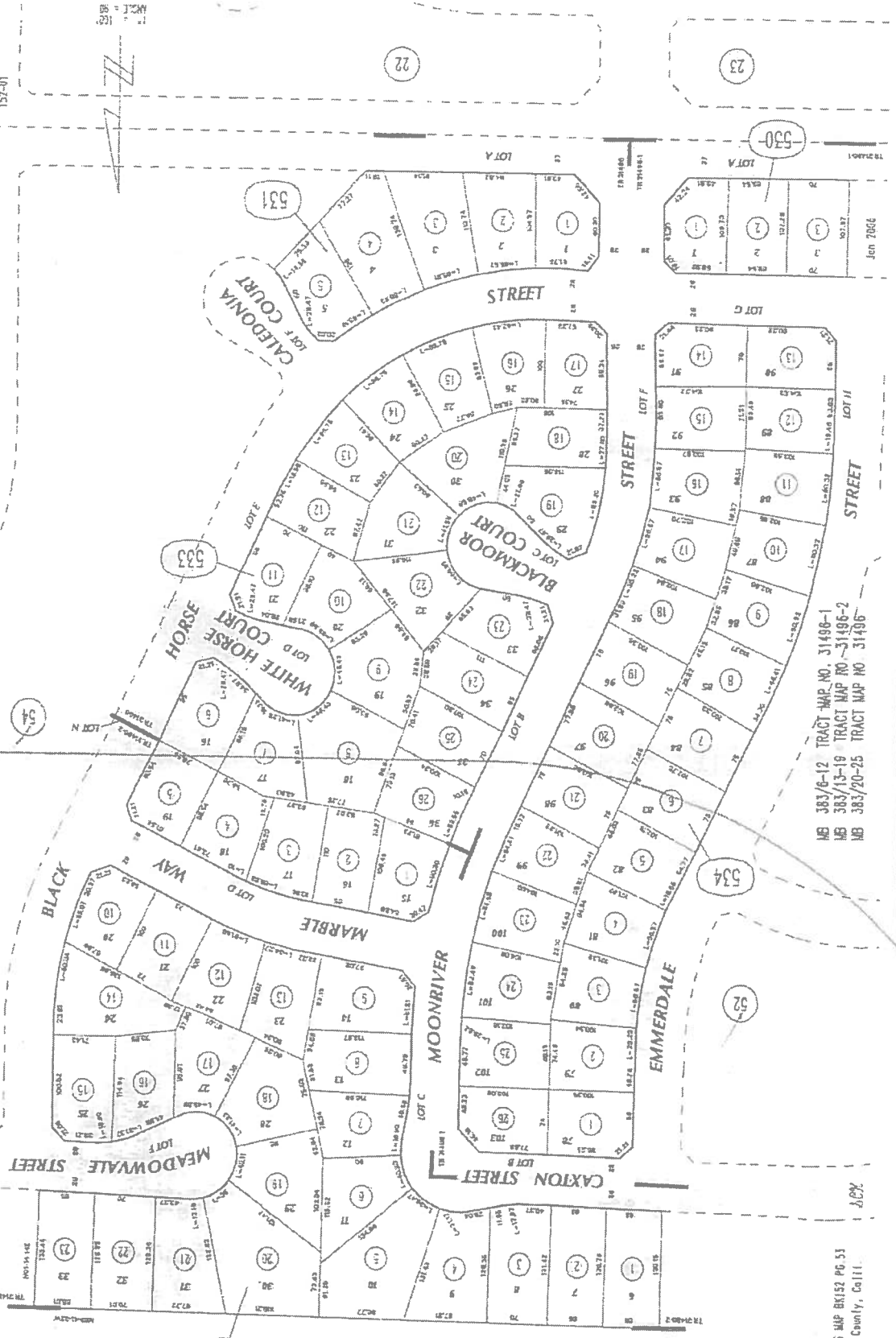
152-53
152-01

T.R.A. 059-110

POR. NW 30 T. 25., R. 6W

IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSessor'S PAREL
MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

FEB 28 2006



MB 383/6-12 TRACT MAP NO. 31496-1
MB 383/13-19 TRACT MAP NO. 31496-2
MB 383/20-25 TRACT MAP NO. 31496

ASSessor'S MAP B0152 PG. 53
Riverside County, Calif.

532

534

52

533

531

530

22

23

01

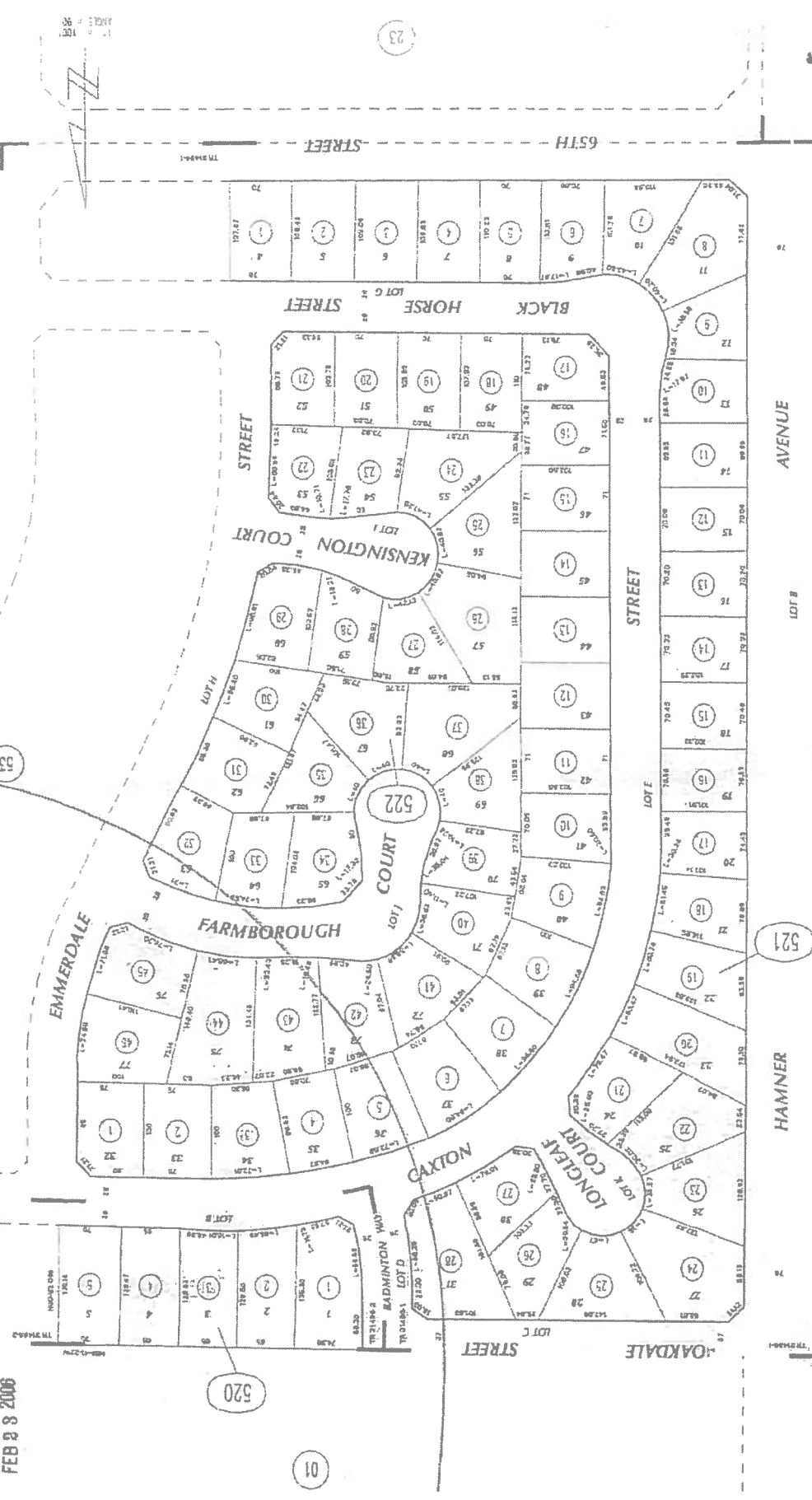
152-52
192-01

I.R.A. 059-110

POR. NW 30 T. 25. R. 6W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S FACILITY MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

FEB 8 2006



MB 38376-12 TRACT MAP NO. 31496-1
MB 38373-19 TRACT MAP NO. 31496-2

164
07

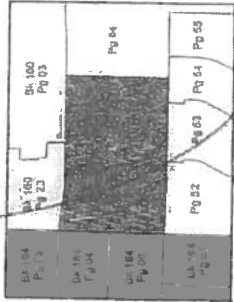
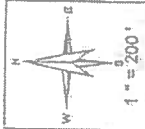
ASSESSOR'S MAP BK152 PG. 52
Riverside County, Calif. JCK

Jan 2006

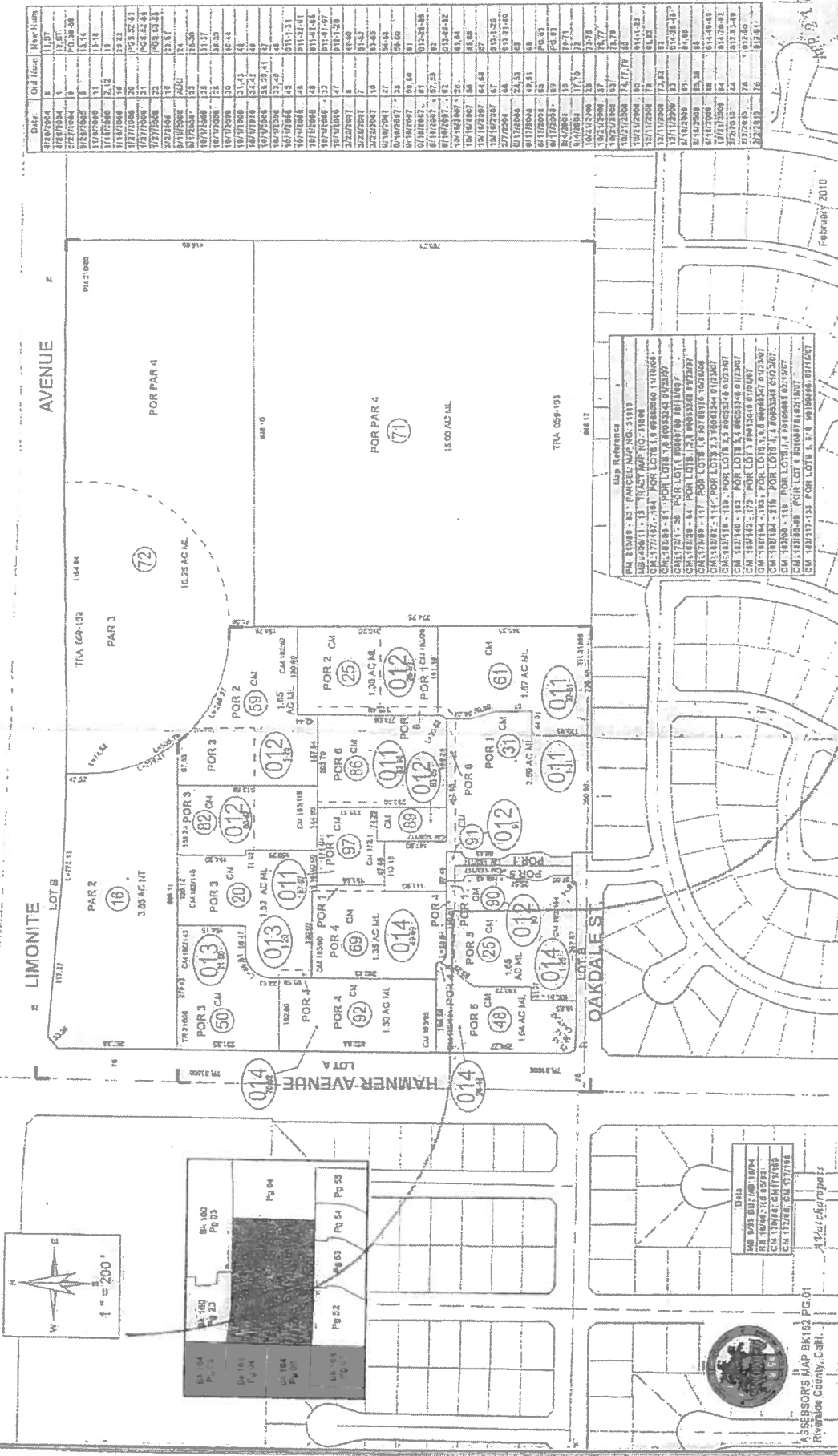
TR.A. 069-103

SEC 30 T 2S R 6W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN/ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL LOTPLIT OR BUILDING SITE ORDINANCE.
FEB 17 2010



ASSESSOR'S MAP BK 112 PG 01
Riverside County, Calif.



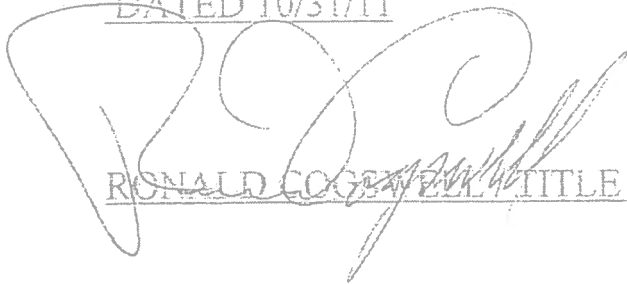
February 2010

CERTIFICATION

I RONALD COGSWELL/ TITLE PRO INFORMATION SYSTEMS HEREBY CERTIFY THAT THE ATTACHED LIST CONTAINES THE NAMES, ADDRESSES AND - PARCEL NUMBERS OF ALL PERSONS TO WHOM ALL PROPERTY IS ASSESSED AS THEY APPEAR ON THE LATEST AVAILABLE ASSESSMENT ROLL OF THE COUNTY WITHIN THE AREA DESCRIBED AND REQUESTED BY YOU THE CLIENT, THE REQUIRED RADIUS MEASURED FROM THE EXTERIOR BOUNDARIES OF THE PROPERTY REQUESTED AND DESCRIBED AS APN: 152-650-001..11,152-640-001 160-030-033, 050, 055, 065,.076, 160-230-001, 006, 008,.010 012, 018,.022

600 FT. RADIUS

DATED 10/31/11



RONALD COGSWELL/ TITLE PRO SYSTEMS

NOTICE

THE LABELS THAT HAVE NO ADDRESSES ON THE
CURRENT RESIDENT LIST IS UNIMPROVED / VACANT
PROPERTY AND HAVE NO ADDRESS TO SEND THE LABEL.
THE OWNER HAS BEEN NOTIFIED ON THE OWNERS LIST

NOTICE

THE FOLLOWING INFORMATION IS NOT
PUBLIC INFORMATION AND CAN NOT BE
ACCESSED FROM THE PUBLIC RECORD
RENTER / APARTMENT MANAGERS / MOBILE
HOME PARK MANAGERS ETC , THAT
INFORMATION WILL COME FROM THE
PROPERTY OWNERS ONLY.

ATTACHMENT 5

DEVELOPMENT PLANS

TENTATIVE PARCEL MAP NO. 36592

OWNER
 KIMBLE ILL. A DELAWARE LIMITED LIABILITY COMPANY
 500 N. MONTGOMERY AVENUE
 SUITE 200
 PLAZA PARKWAY
 IRVINE, CALIFORNIA 92614
 TEL: 714.636.3636
 FAX: 714.636.3634

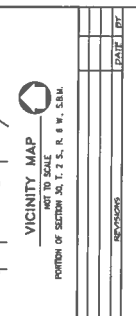
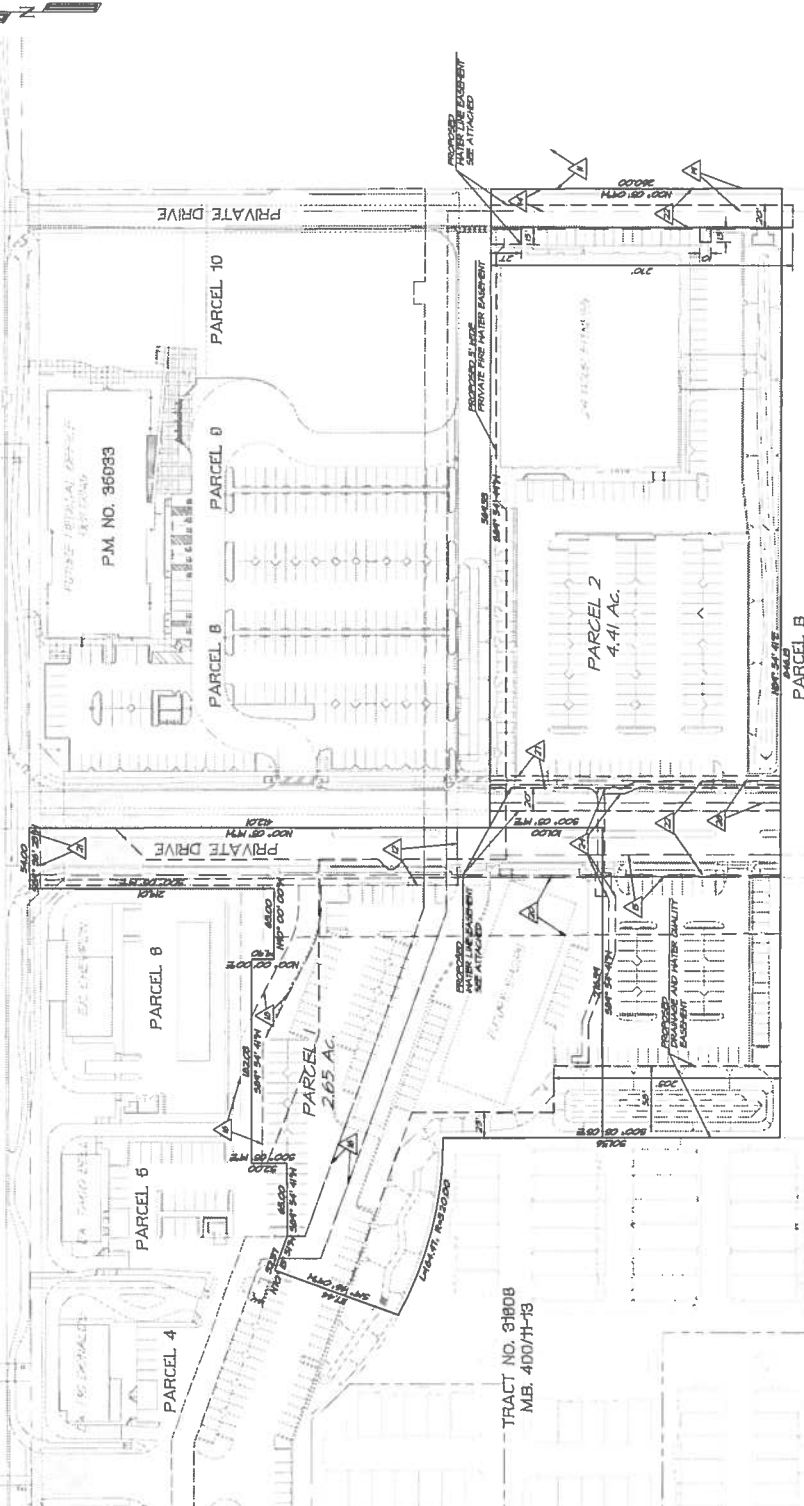
APPLICANT
 LEYS RETAIL GROUP, INC.
 600 JAVIER AVENUE
 IRVINE, CALIFORNIA 92614
 TEL: 714.636.3636
 FAX: 714.636.3634

ENGINEER
 ALBERT A. JENKINS & ASSOCIATES
 1885 LITTLE ROCK AVENUE, SUITE 200
 IRVINE, CALIFORNIA 92614
 TEL: 714.261.8888
 FAX: 714.261.8889

ASSESSOR'S PARCEL NO.
 57-430-022

LEGAL DESCRIPTION
 PARCEL 4.1 OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT AS RECORDED IN PUBLIC RECORDS BOOK 2005-02284-04, AND ON MAY 22, 2002 AS AMENDED BY PUBLIC RECORDS BOOK 2006-07144-01, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:
 PARCEL 4.1 OF LOT LINE ADJUSTMENT NO. 2004-111-001 AS RECORDED IN PUBLIC RECORDS BOOK 2004-111-001, AND ON MAY 22, 2002 AS AMENDED BY PUBLIC RECORDS BOOK 2006-07144-01, RECORDS OF RIVERSIDE COUNTY, BEING PARCEL 7 AND PARCEL 8, BOTH OF WHICH ARE LOCATED IN THE WEST 1/4 OF SECTION 10, T.2S. R.17E. S.18M. AND IN THE CITY OF EASTVILLE, COUNTY OF RIVERSIDE, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 20 OF PARCEL MAPS AT PAGES 46 THROUGH 60 OF PUBLIC RECORDS BOOK 2002-050-004 OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 2002-050-004 OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 20 OF PARCEL MAPS AT PAGES 46 THROUGH 60 OF PUBLIC RECORDS BOOK 2002-050-004 OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF THE AIRPORT RANCHO ON THE E. 1/4 OF SECTION 20, T.2S. R.17E. S.18M. IN THE CITY OF EASTVILLE, COUNTY OF RIVERSIDE, CALIFORNIA.

LAND USE
 COMMERCIAL
 PROPOSED LAND USE: COMMERCIAL
 EXISTING ZONING: SUPAC COMMERCIAL (HOMESITE 50) PROPOSED ZONING: SUPAC COMMERCIAL (HOMESITE 50)



TENTATIVE PARCEL MAP
 NUMBER 36592
 EXHIBIT 'A'

SCALE: 1" = 30'
 DATE: 08/14/08
 SHEETS: 1 OF 2

WEBB TITLE CREDIT
 CALIFORNIA REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 40468
 EXPIRES 03/31/2010

- EASEMENT NOTES**
 A RECORDAL ACCESS EASEMENT AGREEMENT RECORDED IN PUBLIC RECORDS BOOK 2004-111-001 AS RECORDED IN PUBLIC RECORDS BOOK 2004-111-001.
- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR PRIVATE SEWER, PRIVATE ACCESS TO TRAFFIC SIGNAL, PUBLIC UTILITIES, WATERS AND SEWERAGE RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01 AS RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01.
- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR PIPELINE, ROAD, CABLE FOR COMMUNICATION, WATERS AND SEWERAGE RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01 AS RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01.

- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR WATERS AND SEWERAGE, PUBLIC UTILITIES, PERMITTING VEHICLES AND INCIDENTAL FACILITIES RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01 AS RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01.
- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR WATERS AND SEWERAGE, PUBLIC UTILITIES, PERMITTING VEHICLES AND INCIDENTAL FACILITIES RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01 AS RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01.
- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR PIPELINE, ROAD, CABLE FOR COMMUNICATION, WATERS AND SEWERAGE RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01 AS RECORDED IN PUBLIC RECORDS BOOK 2006-07144-01.

- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED IN PUBLIC RECORDS BOOK 2002-050-004 AS RECORDED IN PUBLIC RECORDS BOOK 2002-050-004.
- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR NATURAL GAS PIPES AND CONDITIONS AND INCIDENTAL PURPOSES RECORDED IN PUBLIC RECORDS BOOK 2002-050-004 AS RECORDED IN PUBLIC RECORDS BOOK 2002-050-004.
- EASEMENT NOTES (CONT'D)**
 AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES RECORDED IN PUBLIC RECORDS BOOK 2002-050-004 AS RECORDED IN PUBLIC RECORDS BOOK 2002-050-004.

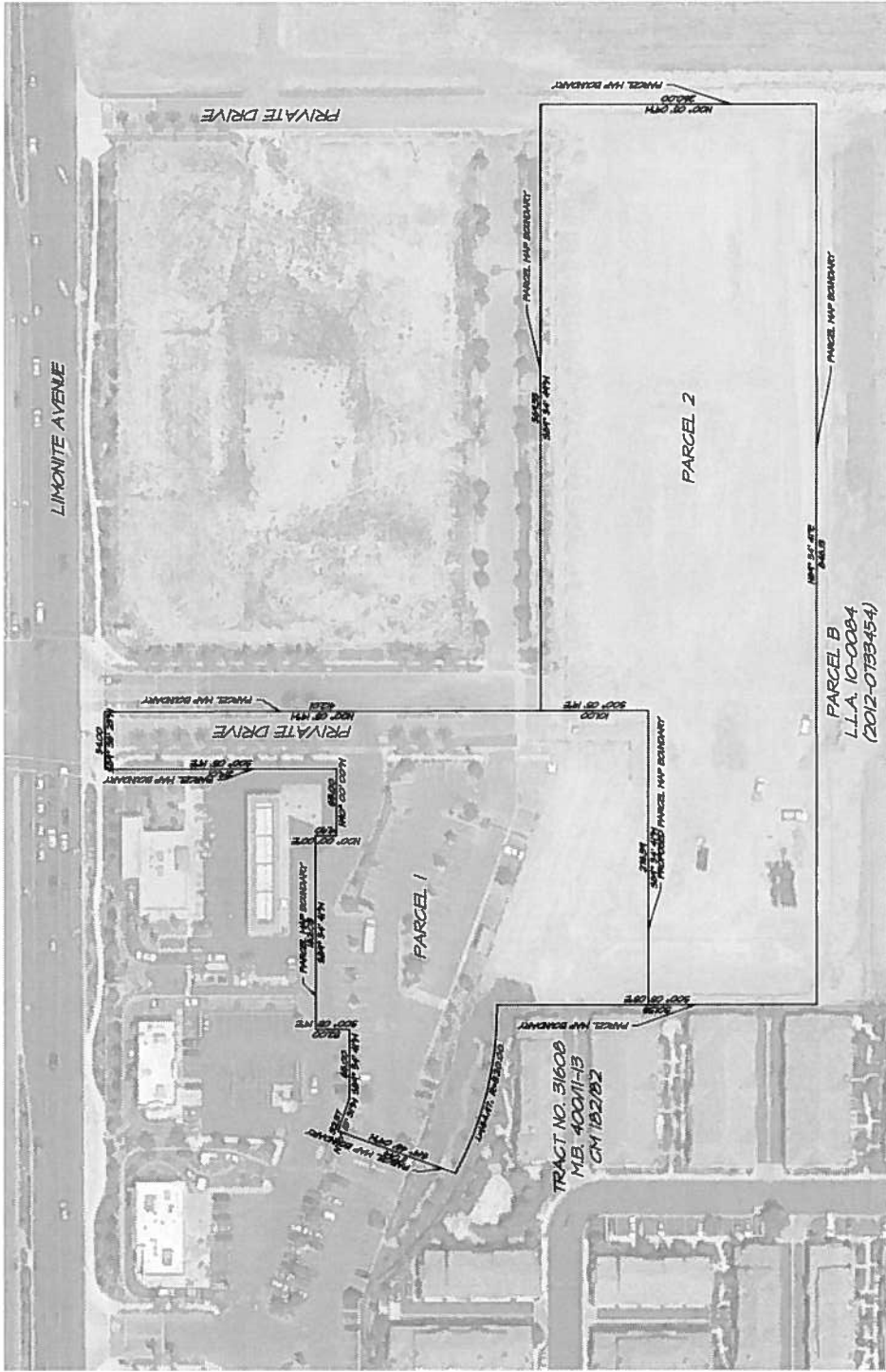
PARCEL NO.	ACREAGE
PARCEL 1	2.74 AC. 662283
PARCEL 2	4.41 AC. 662283
TOTAL	7.15 AC. 1262

ACREAGE	PARCEL NO.
2.74 AC. 662283	PARCEL 1
4.41 AC. 662283	PARCEL 2
7.15 AC. 1262	TOTAL

TRACT NO. 31808
 ME. 4007H-13

PROPOSED WATER LINE EASEMENT SEE ATTACHED
 PROPOSED SEWER EASEMENT SEE ATTACHED
 PROPOSED AND WATER QUALITY EASEMENT SEE ATTACHED

TENTATIVE PARCEL MAP NO. 36592 AERIAL PHOTOGRAPH



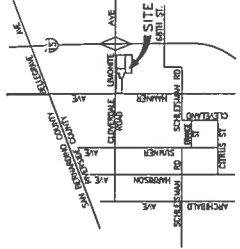
OWNER
 SUN VALLEY, LLC, A DELAWARE LIMITED LIABILITY COMPANY
 100 N. BOSTONWAY AVENUE
 SUITE 200
 PLANO, TEXAS 75074
 PH: (972) 444-7942
 FAX: (972) 444-0084

APPLICANT
 LENS RETAIL CENTERS
 100 N. BOSTONWAY AVENUE
 SUITE 200
 PLANO, TEXAS 75074
 PH: (972) 444-7942
 FAX: (972) 444-0084

ENGINEER
 ALBERT J. BROWN INCORPORATED
 100 N. BOSTONWAY AVENUE
 SUITE 200
 PLANO, TEXAS 75074
 PH: (972) 444-7942
 FAX: (972) 444-0084

ASSESSOR'S PARCEL NO.
 57-650-022

ACREAGE
 PARCEL 1 4.4 AC. GROSS
 3.9 AC. NET
 PARCEL 2 4.4 AC. GROSS
 4.1 AC. NET
TOTAL 8.8 AC. GROSS
 8.0 AC. NET



VICINITY MAP
 NOT TO SCALE
 PORTION OF SECTION 30, T. 2 S., R. 8 W., S. 8 E.M.

REVISIONS	DATE	BY

TENTATIVE PARCEL MAP
 NUMBER 36592
 EXHIBIT 'B'



SCALE: 1" = 200'	NO. 10-0084
DATE: 10/11/13	SHEET 2
CREATED: 10/11/13	BY: ALBERT J. BROWN
CHECKED: 10/11/13	DATE: 10/11/13
DATE OF REV.:	BY:
DATE:	BY:

PARCEL B
 L.L.A. 10-0084
 (2012-0733454)

TRACT NO. 31600
 M.B. 40011-13
 G.M. 182182



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: PUBLIC HEARING AND RESOLUTION ESTABLISHING NEW FEES FOR VARIOUS CITY SERVICES AND RECEIVING THE USER FEE STUDY FINDINGS REPORT

RECOMMENDATION:

- 1. OPEN THE PUBLIC HEARING ON CONSIDERATION OF A RESOLUTION 13-26 ESTABLISHING NEW FEES FOR VARIOUS CITY SERVICES**
 - 2. RECEIVE USER FEE STUDY FINDINGS REPORT AND TAKE PUBLIC TESTIMONY**
 - 3. CONTINUE ITEM TO SEPTEMBER 25, 2013 TO ADOPT RESOLUTION 13-26 ESTABLISHING AND ADOPTING CERTAIN CITY FEES FOR VARIOUS CITY SERVICES**
-

BACKGROUND:

The City of Eastvale retained MGT of America, Inc. to undertake a citywide review and assessment of all existing fees related to the provision of city services. The purpose was to determine the full cost of operations for services that are currently provided so that user fees can be adjusted based on the actual city expenditures and consequently set fees in compliance with all applicable laws. A "user fee" is an amount charged for a governmental activity or service that is performed at the request of, and specifically for the benefit of, a particular individual, business, or group as opposed to a service for the community as a whole. Those city services and user fees analyzed in the User Fee Study and adjusted include fees in the following departments: Building and Safety, Code Enforcement, Engineering, Finance, Fire, Planning, and Police.

DISCUSSION:

The basic objective of a user fee study is to ascertain the reasonable cost of providing each of the services for which the City charges a fee. The standard limitation for user fees established by California law is that the fees cannot exceed the estimated, reasonable cost of providing the services. Under those guidelines, typically three types of costs are allowed:

1. Direct Labor. Employee and contract staff hours spent directly on the fee related service. For employees, this rate includes salary and fringe benefits. For contract staff, it includes the billable rate charged to the City.
2. Departmental Overhead. Departmental staff not directly working on the fee related service, but responsible for supervision and/or administrative activities. The planning department also had departmental administration and amortized costs for the housing and general plan updates as part of the planning departmental overhead.

3. Citywide Overhead. This component includes those departments that provide support to other City departments. Examples are City Attorney, City Manager, etc. Also included are costs related to maintaining city hall, such as city hall lease, utilities, etc.

Upon incorporation, the City inherited the County of Riverside's fee structure. In many cases, the County's fees are not reflective of the City's process or time required to perform a particular service. In addition to determining reasonable cost, staff evaluated the County's fees and recommended restructuring and adding fees to better reflect City operations.

Recommended Subsidy

For each proposed fee, the study reflects 100% of the full cost recovery. However, in various instances, the "proposed fee" will be lower than full cost recovery. The subsidy is shown as "Proposed Subsidy of Full Cost." Unless required by state law, the majority of fees that are recommended for subsidy generally impact homeowners and were set at 50% of full cost or current fee, whichever is greater. It is at the City Council's discretion if a fee is set at less than full cost recovery. However, if a fee is set at less than 100% cost recovery, the subsidy must be covered by the General Fund.

The following is a departmental summary of new or restructured and subsidized fees listed in the attached Fee Study:

Building and Safety

- Line 1 Permit Issuance Fee – all building and safety permits cover plan check and inspection only. This fee is proposed to cover the administrative costs of the permit technicians to process a permit.
- Lines 3-4 Residential Re-Roof and Line 61 Residential Water Heater – these permits are processed for homeowners. The subsidy is recommended to encourage health and safety at the level per the subsidy policy above.
- Line 14 Duplicate Job Card – this fee is proposed to cover the inspector's time to replace an applicant's lost job card in order to track inspection progress on a particular job.
- Line 17 Patio Cover Footing Only – less staff time is required for this permit in lieu of charging the larger fee for Patio Cover Per City Standard (line 16).
- Lines 25-68 Mechanical, Plumbing & Electrical Permits – the County charged a general permit of \$185, \$188, and \$215 respectively for all mechanical, plumbing and electrical permits. Since permits within the above categories take different amounts of time to process and inspect, staff restructured the fee schedule to reflect actual costs of each type of permit.
- Lines 25, 36 and 46 Stand Alone Permits – these fees are recommended to cover the costs for over-the-counter plan review that takes over an hour for which a permit is not issued.
- Line 64 Residential Solar Panel Installations – this subsidy is recommended to encourage homeowners to practice green energy.
- Lines 35, 42-44, 48, 51, 54 Various Additional Per Unit permits – permits proposed to cover the inspection time for additional outlets, devices, poles, etc. in addition to the base permit.

Code Enforcement

- Line 2 Notice of Non-Compliance – proposed fee covers cost to process notice for municipal code violations. Notices are typically issued after warnings have already been given to correct the violations and are not heeded.

- Line 3 Removal of Signs – proposed fee to cover the costs of removing signs from the public right-of-way and noticing violators.

Engineering

- Lines 9-10 Oversize Permits – fees are set by State law and do not cover the full cost of providing the permit; therefore a subsidy is required.
- Lines 14-15 Homeowner Encroachment Permits – these permits are processed for homeowners. The subsidy is recommended to encourage health and safety at the level per the subsidy policy.
- Lines 17, 19, 21, 25, 27, 29 Per LF/SF in addition to base permit – the current fee reflects Riverside County fee schedules that were last updated in 2009. Proposed fees are increased to reflect the ENR (Engineering New Record) cost index increases over the last four years and are based on the actual time estimates and overhead charges for the engineering department.
- Line 30 Small Utility Trench Repair – permit was previously processed as Trench Excavation. However, the smaller trench repair requires less inspection time and is therefore recommended as a new permit.
- Lines 32-34 Rough Grading Inspections – permits were previously processed as a deposit based permit. Propose that the permit be changed to a fixed permit.
- Line 35 Certificate of Correction – proposed fee is to file amendments to subdivision maps. A new permit is proposed in lieu of tracking time against a developer deposit.
- Line 36 CC&R; Subdivision Improvement Agreements – permit was previously processed as a deposit based permit. Propose that the permit be changed to a fixed permit and includes time for both engineering and planning.

Finance

- Line 1 Developer Deposit Processing Fee – proposed fee is to cover finance time to track and record all developer deposits and time charged by various departments against those deposits. Previously, finance time was not recovered through deposit based permits.
- Line 5-7 NPDES Stormwater Permits – proposed fee is for stormwater inspections that will be administered by engineering but tracked by the finance department. These fees are to cover inspection costs to ensure existing businesses are complying with Federal and State National Pollutant Discharge Elimination Systems (NPDES) laws.
- Line 8 NSF Check – fees are to cover time for administering and collecting bounced checks.

Fire

- Lines 1-66 Annual Fire Permits – these permits are for annual inspections adopted from the California Fire Code.
- Lines 67-103 New Construction Permits – all permits were previously processed at County Offices using a deposit-based permit at the County’s Board adopted rates. The City has recently contracted with CALFire to have a fire safety specialist onsite at City Hall and will move to a fixed fee permit system to more accurately reflect Eastvale’s plan check and inspections costs in compliance with the California Fire Code.

Planning

- Most planning permits are processed on a deposit basis. Since time to process an application varies greatly for each development project, a deposit is collected and time is tracked and charged against the deposit. Under the County system, the initial deposit limits were set low and the developer was

asked on numerous occasions to submit additional deposits as work progressed on their application. In lieu of requesting several deposits, the City proposes to collect the estimated cost of processing an application up front as the initial deposit in order to show greater transparency. Please Note: The proposed deposit amounts, while higher than the initial deposits currently charged, are actually lower in most instances than the amounts typically charged by the County over the course of a project to process an application.

- Line 9 Large Family Daycare and Line 15 Temporary Event Permit – proposed to change from deposit based to fixed fee to simplify the permit process and to reflect estimated costs to issue the permit.
- Line 32 CA Fish & Game Fee – permit is set by the California Department of Fish & Game for environmental review and permitting. If applicable, the planning department will assess the pass through fee on behalf of the State.
- Lines 41-50 Planning Services General – these fees are recommended to cover the costs for over-the-counter plan review that takes over an hour for which an application is not submitted.

Police

- Line 1 DUI Incident Response Fee – proposed fee would cover the time to investigate traffic collisions resulting from a DUI. Time includes field investigation (sobriety tests, document the scene, vehicle storage reports, searching the vehicle and writing reports), clerical time to record the incident, and supervisor time to review and approve the reports.

FISCAL IMPACT:

Based on estimated annual volume and adoption of a targeted 98% cost recovery level, General Fund fee revenue would increase by approximately \$895,254 annually.

ATTACHMENTS:

1. User Fee Study Findings prepared by MGT of America, Inc.
2. Resolution 13-26 Establishing and Adopting Certain City Fees for Various City Services
3. Exhibit A – User Fees
4. Notice of Public Hearing, Published July 31, 2013

Prepared by: Anna Montoya, Deputy Finance Director
Reviewed by: Terry Shea, Finance Director
Carol Jacobs, City Manager
John Cavanaugh, City Attorney



City of Eastvale

Draft User Fee Study Findings

July 31, 2013



2001 P Street, Suite 200
Sacramento, CA 95811
p: (916) 396-5650
f: (916) 443-1766

TABLE OF CONTENTS

	PAGE
<u>EXECUTIVE SUMMARY</u>	
INTRODUCTION	2
SCOPE AND OBJECTIVES	2
ECONOMIC AND POLICY CONSIDERATIONS	4
METHODOLOGY	5
STUDY FINDINGS	10
COST RECOVERY COMPARISONS	12
<u>USER FEE SUMMARIES BY DEPARTMENT:</u>	
BUILDING AND SAFETY	15
CODE ENFORCEMENT	19
ENGINEERING	20
FINANCE	22
FIRE PREVENTION	23
PLANNING	28
POLICE	31
COMPARISON ANALYSIS	32

EXECUTIVE SUMMARY

Introduction

MGT of America (MGT) is pleased to present the City of Eastvale (City) with this summary of findings for the user fee study.

The City recently incorporated and many of its fees and/or initial deposits trace back to Riverside County. The City is now interested in knowing the true cost of providing user fee-related services, and exploring the options of modifying current fee and/or initial deposits to reflect Council policies. In November of 2012, the City contracted with MGT to perform this cost analysis using fiscal year 2013 budgets, staffing, contractor rates and operational information. MGT was also tasked with recommending fee and/or initial deposit adjustments for each department based on industry best-practices.

This report is the culmination of the past seven months of work between MGT and City management and staff. MGT would like to take this opportunity to acknowledge all management and staff who participated on this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to the success of this study.

Study Scope and Objectives

This study included a review of fee-for service activities within the following departments/divisions:

- Building and Safety
- Code Enforcement
- Engineering
- Finance
- Fire
- Planning
- Police

The study was performed under the general direction of the Finance Department with the participation of representatives from each department. The primary goals of the study were to:

- ❖ Define what it costs the city to provide various fee and/or initial deposit-related services.
- ❖ Recommend fee and/or initial deposit adjustments based on industry best practices, practices of comparable agencies, MGT's professional opinion and other economic or policy considerations.
- ❖ Develop revenue projections based on recommended increases (or decreases) to fee and/or initial deposits.
- ❖ Compile information regarding fee and/or initial deposits charged by the following neighboring cities:
 - ▶ Chino, Norco and Calimesa.
- ❖ Provide user fee models and templates to City staff enabling staff to update the study results in future years and incorporate new fees as they occur. The industry standard is to conduct a comprehensive review of fee and/or initial deposits every three to five years and make annual adjustments based on an inflation index.

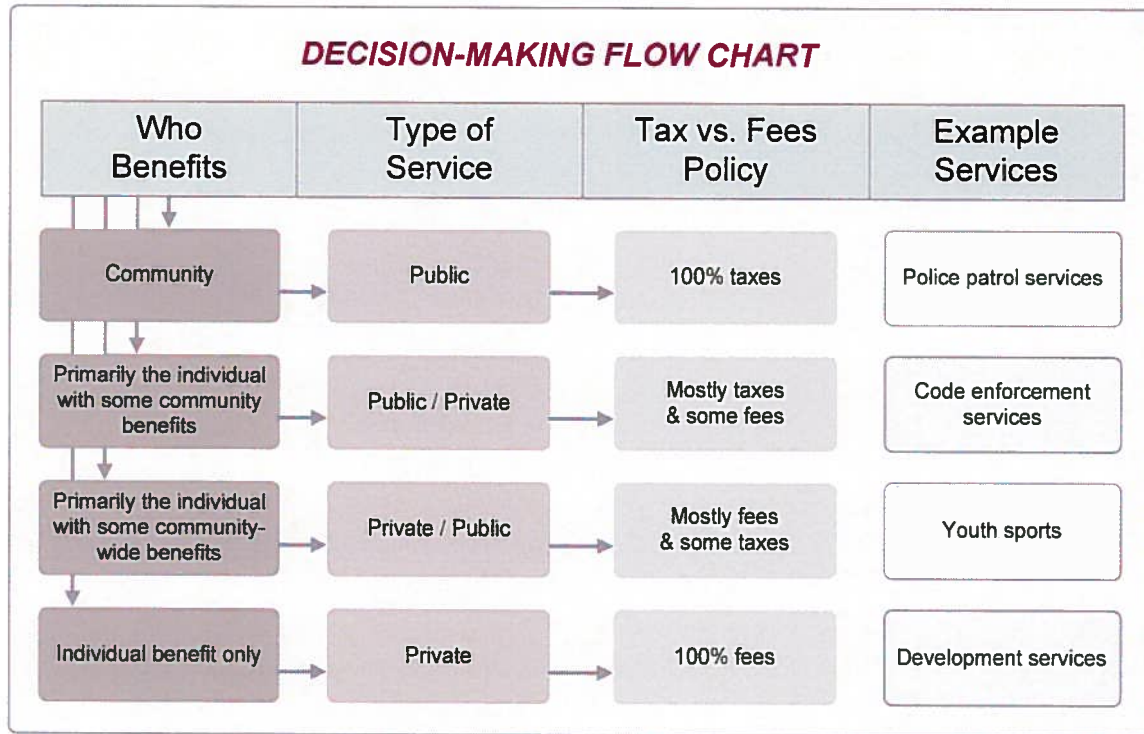
The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee and/or initial deposit adjustments and the resulting impact on general fund revenues.

The following is a list of legal, economic and policy issues that governmental agencies typically take into consideration when determining cost recovery levels.

- ❖ **State Law** – In California user fees are limited to the “estimated reasonable cost of providing a service” by Government Code section 66014(a) and other supplementary legislation. Proposition 26 was approved by California voters in November of 2010 and clarified which charges are considered user fees and which are considered taxes. The significance of this distinction is that user fees may be raised by Council action up to the limit of actual cost, whereas taxes may not be increased without a majority vote of the public. None of the fee and/or initial deposit adjustments recommended by MGT are considered taxes per Proposition 26 guidelines. It should be noted that fee and/or initial deposits charged for the use of government property are exempt from Proposition 26.
- ❖ **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- ❖ **Community benefit** - If a user fee service benefits the community as a whole to some extent, it is appropriate to subsidize a portion of the fee. Recreation fees typically fit this category.

- ❖ **Private benefit** – If a user fee primarily benefits the fee payer, the fee is typically set at, or close to 100% full cost recovery. Development-related fee and/or initial deposits generally fall into this category, however exceptions are sometimes made for services such as appeal fees or fees charged exclusively to residential applicants.
- ❖ **Service driver** - In conjunction with the third point above, the issue of who is the service recipient versus the service driver should also be considered. For example, code enforcement activities benefit the community as a whole, but the service is driven by the individual or business owner that violates city code.
- ❖ **Managing demand** - Elasticity of demand is a factor in pricing certain city services; increasing the price may result in a reduction of demand for those services, and vice versa.
- ❖ **Competition** - Certain services, such as recreation classes, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fee and/or initial deposits are too low, demand enjoyed by private-sector competitors could be adversely affected.
- ❖ **Incentives** – Fee and/or initial deposits can be set low to encourage participation in a service, such as water heater permitting or youth sports activities.
- ❖ **Disincentives** – Penalties can be instituted to discourage undesirable behavior. Examples include fines for constructing without a building permit and fines for excessive false alarms within a one-year period.

The flow chart below helps illustrate the economic and policy considerations listed above.



Methodology

The standard approach for analyzing the cost of providing fee-related services is commonly referred to as a “bottom up” approach. This is the approach that was utilized for all fee and/or initial deposits. A general description of the “bottom up” approach is as follows:

I. Identify all direct staff time spent on the fee related activity or service

MGT conducted a series of meetings with staff to identify every employee, by classification, who performs work directly in support of a fee and/or initial deposit related service. Direct staff costs are incurred by employees who are “on the front line” and most visible to the customers (e.g. plan checkers, fire inspectors, etc.). Once all direct staff are identified, departments estimate how much time those employees spend, on average, working on each particular fee and/or initial deposit-related service.

Developing time estimates for fee related services can be challenging and departments should be commended for the time and effort they put into this. Although MGT provided departments with templates and other tools to assist them in developing average or “typical” time estimates, these calculations were necessarily developed by the subject matter experts in each operating department.

2. Calculate direct cost of the staff time for each fee and/or initial deposit using productive hourly rates

Hourly Rates Used in Fee Analysis				
Position	Department	Hourly Rate	Hourly Rate with 18.45% Citywide Indirect Cost *	Current Rate Charged to Developers **
Assistant Planner	Planning	\$80	\$102	\$172
Associate Biologist/Ecologist	Planning	\$85	\$108	\$181
Associate Planner	Planning	\$95	\$121	\$172
Graphic Designer II	Planning	\$80	\$102	\$94
Landscape Architect	Planning	\$115	\$146	\$184
Planning Director	Planning	\$135	\$172	\$206
Planning Technician	Planning	\$55	\$70	\$66
Senior Biologist	Planning	\$115	\$146	\$181
Senior Planner I	Planning	\$105	\$134	\$184
Senior Planner II	Planning	\$125	\$159	\$206
City Engineer	Engineering	\$140	\$166	\$137 - \$206
Engineering Associate I	Engineering	\$100	\$118	\$80 - \$172
Permit Technician I	Engineering	\$60	\$71	\$80 - \$108
Permit Technician II	Engineering	\$70	\$83	\$80 - \$108
Public Works Observer I	Engineering	\$75	\$89	\$134
Public Works Observer II	Engineering	\$80	\$95	\$134
Senior Engineer	Engineering	\$125	\$148	\$134 - \$184
Supervising Engineer	Engineering	\$130	\$154	\$135 - \$206
Building Inspector I	Building & Safety	\$75	\$89	\$130
Building Inspector II	Building & Safety	\$85	\$101	\$130
Building Official	Building & Safety	\$135	\$160	\$159
Senior Building Inspector	Building & Safety	\$105	\$124	\$130
Supervising Plan Review Engineer	Building & Safety	\$120	\$142	\$159
City Attorney	City Attorney	\$225	\$267	\$225
Assistant City Clerk	City Clerk	\$43	\$51	n/a
Office Assistant	City Clerk	\$31	\$37	n/a
City Manager	City Manager	\$132	\$156	n/a
Public Information Officer	City Manager	\$43	\$51	n/a
Code Enforcement Officer	Code Enforcement	\$39	\$46	n/a
Account Clerk	Finance	\$37	\$44	n/a
Deputy Finance Director	Finance	\$83	\$98	n/a
Finance Director	Finance	\$240	\$284	n/a
Fire Safety Specialist	Fire Department	\$72	\$85	n/a

* Planning rates include additional indirect costs, including support from Building staff and amortized costs of the Housing and General Plan Updates.

** For positions with a range, the current rate charged depends on the task performed.

Productive hourly rates are used to support full cost recovery. A full-time employee typically has 2,080 paid hours per year. However, cost studies reduce that number to account for non-productive hours (sick leave, vacation, holidays, training, meetings, etc.). MGT calculated the productive hourly rate for each classification based on the salary and benefit information provided by the City and an analysis of annual productive hours (1,643) for City staff.

In Eastvale, many fee and/or initial deposit-related services are performed by contract staff. MGT added an 18.45% City-wide overhead factor to contract staff hourly rates to arrive at “fully-burdened” hourly rates. The Citywide overhead calculation is discussed in paragraph 3 below.

3. Determine indirect or “overhead” costs

A Citywide indirect cost rate was developed to reflect support provided by departments such as Finance and the Office of the City Manager. The following Citywide indirect rate is applied to all direct costs:

City of Eastvale Overhead Costs Projected Budget FY 13/14	
City Hall Lease	76,000
Utilities- Phone	9,000
Utilities- Electric	5,400
Janitorial Contract	2,600
Xerox Copier Lease	7,900
Pest Control (Bi-Monthly)	420
Insurance - General/Liability	36,851
City Manager Dept Personnel	265,619
PIO Personnel	99,120
Finance Dept Personnel	288,238
Technology (Software Maint/Hosting)	102,900
Revenue Neutrality Payment (30yr term)	550,000
City Council Dept Personnel	141,489
City Attorney Operations	168,000
City Clerk/Office Assistant Personnel	166,060
Total General Government	1,919,597
Total General Fund Appropriations	10,402,200
Percent Overhead	18.45%

4. Crossover Support from other departments.

In several instances a direct department will provide support to another direct department. For example, several of Engineering's fees require support from the Planning department. In this example Planning's review cost has been incorporated into the Engineering fee analysis.

5. Compare total costs to the current fee and/or initial deposit schedule.

Once all direct, indirect and crossover support costs are calculated, MGT compared the total cost for each fee and/or initial deposit-related service to the fee and/or initial deposit currently charged to the public. In most cases we found the total cost of providing a service exceeded the fee and/or initial deposit charged. In these instances, the fee and/or initial deposit can be increased to recover these subsidies. However, there were a number of services for which the total calculated cost was less than the fee charged. In these cases the fee must be lowered to comply with State law.

6. Deposit-based fees.

Many of the City's services are recovered on a deposit-based system in which contractor hourly rates are applied against a deposit. As the deposit is drawn-down, the developer is notified to replenish the deposit before additional review or inspection work can resume. The fully-burdened rates identified in paragraph 2 above should be used whenever charging time to developer projects in lieu of the hourly rates charged at the present time.

When reviewing the proposed Planning deposits, it is important to note that the amounts currently collected are based on the County of Riverside's fee schedule, which collects an initial deposit when an application is filed and an additional (generally higher) deposit later on. The initial deposits, under this system, are basically a "down payment." The applicant will typically be asked for additional funds in accordance with the table identified below.

By comparison, the proposed deposits have been calculated to cover the *total* cost for most projects. Staff believes this is a more honest and transparent approach, since it gives applicants a better idea of the likely cost of processing their project.

The proposed deposit amounts, while higher than the initial deposits currently charged, are actually much *lower* than the amounts typically charged by the County. For example, the City's proposed *total* cost for various project types is compared with the County's estimated cost for the same applications:

Project Type	City Proposed Deposit (Full Cost for Most Projects)	County's Estimated Cost For Most Projects (per County Ord 671)
Conditional Use Permit	\$10,331	\$15,000 to \$30,000
Subdivision Map	\$22,661	\$50,000 to \$75,000
Development Review by Planning Commission	\$9,555	\$15,000 to \$30,000
Variance	\$3,750	\$7,500

The lower cost of processing applications through Eastvale Planning is the result of a more streamlined and efficient operation that generally takes far less time and involves far fewer staff than the same application at Riverside County.

7. Annual volume figures are incorporated.

Up to this point we have calculated fee and/or initial deposit costs and revenues on a per-unit basis. By incorporating annual volume estimates provided by each department into the analysis, we extrapolate the per-unit results into annual cost and annual revenue information. This annualization of results accomplishes two primary benefits:

- ❖ Management information: the annualized results give management an estimate of the fiscal impact of any fee and/or initial deposit adjustments. Because annual volume will change from one year to the next, these figures are estimates only. Actual revenue will depend on future demand level and collection rates, which for some services can be less than 100%.
- ❖ Cross checks and reasonableness tests: by annualizing the results we also annualize the time spent by staff on each service. These annualized results will surface any instances of over or under estimation of time. In these cases we review these results with staff and resolve any anomalies.

8. Recommend fee and/or initial deposit adjustments.

MGT provides fee and/or initial deposit adjustment recommendations based on industry best practices and practices of comparable agencies. Of course MGT's recommendations are advisory in nature only – ultimately Council must decide what fee and/or initial deposit levels are appropriate for Eastvale.

Study Findings

The study's primary objective is to provide the City's decision-makers with the basic data needed to make informed pricing decisions. This report details the full cost of services and presents recommended fee and initial deposit adjustments and their fiscal impact. Recommendations are based on careful consideration of the results of the cost analysis, industry best practices and market comparisons.

The results of the study identified that overall, Eastvale departments do a relatively good job of recovering fee-related costs. This is partially because the bulk of fee-related services are performed by contract staff whose rate is reimbursed through fees. While the city is above-average at recovering fee-related costs, significant opportunities do exist to raise additional funds via fee adjustments, bringing the city closer to self-sustainability.

New Fees. New fees have been proposed for services for which no fee exists, but which benefit individuals or private groups.

Restructured Fees. Several fees were restructured to better reflect Eastvale's processes and customers. For example, all of Fire Prevention new-construction fees were revised.

Simplified fee and deposit categories. Planning and Engineering's fee structure was simplified from the structure inherited from the County. Overall, fee categories were simplified and consolidated, making the resulting fee and deposit schedules more user-friendly.

Comparison analysis. A component of our analysis included a survey of user fees charged by neighboring cities. This survey gives City management a picture of the market environment for city services. This survey is imprecise in that a fee with the same name may involve slightly different services among the various cities surveyed. Some cities lump several services into one fee category, whereas other cities break fees down into a high level of specificity. Accordingly the purpose of this comparison analysis is to impart a sense of how Eastvale's fees levels compare with neighboring jurisdictions. The comparison analysis is provided in the last section of this report.

Fee Adjustment Recommendations. Recommendations reflect a policy of recovering 100% of the full cost of providing services with the following exceptions:

- ▶ Homeowner permits are recommended at 50% cost recovery or the current fee, whichever is greater.
- ▶ State mandated fees are recommended at the amount allowed by the State.

The exhibit on the following page displays the summary of costs and revenues for each department/division analyzed:

City of Eastvale
User Fee Revenue Analysis
Actual 2012

Department/Division	Costs, User Fee Services (A)	Current		General Fund Subsidy (C)	Recommended		
		Revenue (B)			Cost Recovery Policy (D)	Increased Revenue (E)	
Building and Safety ¹	\$680,164	\$394,143	58%	\$286,021	\$634,981	93%	\$240,838
Code Enforcement	\$86,343	\$7,000	8%	\$79,343	\$86,343	100%	\$79,343
Engineering	\$797,406	\$278,956	35%	\$518,450	\$776,872	97%	\$497,916
Finance	\$166,192	\$87,000	52%	\$79,192	\$165,672	100%	\$78,672
Fire	\$72,005	\$72,005	100%	\$0	\$72,005	100%	\$0
Planning	\$831,093	\$831,093	100%	\$0	\$831,093	100%	\$0
Police	\$57,693	\$27,600	48%	\$30,093	\$57,693	100%	\$30,093
Grand Total:	\$2,690,896	\$1,697,797	63%	\$993,099	\$2,624,659	98%	\$926,862

1) Building and Safety figures exclude deposit-based fees, which are set at full cost recovery.

Column A, User Fee Costs – \$2.69 million of City costs were determined to be fee related.

Column B, Current Revenues – Based on current individual fee levels, the City generates fee related revenues of \$1.7 million and is experiencing a 63% cost recovery level. This rate is higher than most cities MGT has analyzed. Within each department, cost recovery levels range from 17% in Engineering to 218% in Building and Safety. In some cases fees will need to be reduced to comply with State law. The analyses of individual fees and deposits are presented in subsequent sections of this report.

Column C, General Fund Subsidy – Current fee levels recover 63% of full cost, leaving 37% or \$993,099 to be funded by other funding sources. This \$993,099 represents a “window of opportunity” for the City to increase fees and general fund revenues, with a corresponding decrease in the subsidization of services by the general fund.

There are two circumstances under which MGT recommends the continuation of cost subsidies:

- ▶ Homeowner permits are recommended to be subsidized up to 50% of processing costs.
- ▶ State mandated fees must not be increased beyond the maximum amount allowed by the State.

Column D, Recommend Recovery – It is estimated that adoption of the recommended cost recovery policy would generate fee revenues of \$2,624,659. This would bring the overall cost recovery level up to a nearly self-sustaining level of 98%.

Column E, Increased Revenue – Adoption of the recommended fee policy would generate approximately \$926,862 additional revenue. This represents a 55% increase over revenue currently being collected for these activities by the City on an annual basis.

Cost Recovery Comparisons

The table on the following page displays user fee cost recovery levels for several cities that MGT has studied. In order to provide Eastvale with the greatest “apples to apples” comparison, please note that these clients have undertaken the same study as Eastvale, using the same processes and methodologies. In most cases the recommended recovery rate was adopted by Council. The actual recovery levels realized may be less than recommended due to collection rate issues, fee waivers, etc.

City of Eastvale - Cost Recovery Comparisons

	<i>PLANNING</i>		<i>BUILDING</i>		<i>ENGINEERING</i>			
	Recovery rates		Recovery rates		Recovery rates			
	<i>Current</i>	<i>Recommended</i>	<i>Current</i>	<i>Recommended</i>	<i>Current</i>	<i>Recommended</i>		
Eastvale	100%	100%	Eastvale	58%	93%	Eastvale	35%	97%
Campbell	26%	50%	Dublin	70%	100%	Campbell	55%	63%
Chino Hills	12%	50%	Fortuna	50%	100%	Chino Hills	7%	66%
Cupertino	n/a	100%	Huntington Beach	91%	98%	Cupertino	n/a	100%
Emeryville	34%	100%	La Mesa	95%	100%	Emeryville	81%	100%
Huntington Beach	84%	100%	Livermore	67%	100%	Huntington Beach	86%	100%
La Habra	51%	n/a	Long Beach	77%	100%	La Habra	29%	n/a
La Mesa	54%	89%	Los Alamitos	82%	94%	La Mesa	76%	97%
Livermore	61%	84%	Modesto	51%	66%	Livermore	39%	64%
Long Beach	71%	99%	Newport Beach	69%	97%	Long Beach	53%	72%
Los Alamitos	7%	53%	Redondo Beach	80%	n/a	Los Alamitos	24%	92%
Los Gatos	65%	100%	Santa Clara	100%	n/a	Los Gatos	91%	100%
Modesto	52%	97%	Vallejo	80%	100%	Modesto	43%	99%
Newport Beach	62%	99%				Newport Beach	62%	93%
Pittsburg	19%	49%				Pittsburg	78%	82%
Redlands	78%	99%				Redlands	56%	96%
Santa Clara	77%	n/a				Santa Clara	11%	n/a
Santa Barbara	38%	n/a				Santa Barbara	62%	n/a
Vallejo	58%	96%				Vallejo	68%	100%
Whittier	41%	74%				Whittier	52%	100%

City of Eastvale - Cost Recovery Comparisons (continued)

<i>POLICE</i>			<i>FIRE - PREVENTION</i>		
	Recovery rates			Recovery rates	
	<i>Current</i>	<i>Recommended</i>		<i>Current</i>	<i>Recommended</i>
Eastvale	48%	100%	Eastvale	100%	100%
Flagstaff	26%	88%	Flagstaff	0%	50%
Folsom	15%	68%	Folsom	29%	100%
Fortuna	78%	100%	Hollister	47%	99%
Hollister	61%	98%	Huntington Beach	56%	68%
Huntington Beach	69%	79%	La Habra	22%	n/a
La Habra	10%	n/a	La Mesa	88%	99%
La Mesa	45%	55%	Lemoore	73%	100%
Livermore	46%	97%	Livermore	101%	100%
Lemoore	52%	87%	Long Beach	94%	94%
Los Alamitos	39%	70%	Modesto	41%	100%
Long Beach	25%	96%	Newport Beach	81%	100%
Newport Beach	22%	76%	Redlands	22%	33%
Pittsburg	59%	62%	Santa Clara	75%	n/a
Redlands	79%	97%			
Santa Barbara	32%	n/a			
Whittier	64%	70%			

Department Summary Charts

The subsequent pages display the results of our individual fee analysis. For each department the current charge, total cost and recommended fee are listed for each fee-related service.

The summaries are in the following order:

- ❖ Building and Safety
- ❖ Code Enforcement
- ❖ Engineering
- ❖ Finance
- ❖ Fire Prevention
- ❖ Planning
- ❖ Police

Building and Safety

User Fee Study Summary Sheet

City of Eastvale
Building Safety
FY 2012/13

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
Miscellaneous Permits					
1 Permit Issuance Fee	new, fixed		\$49		
2 Demolitions	fixed	\$217.67	\$194		-11%
3 Residential re-roof no structural changes	fixed	\$185.23	\$185	\$106	
4 Residential re-roof w/ structural changes	fixed	\$387.19	\$387	\$70	
5 Commercial re-roof, up to 5,000 sq. ft., no structural changes	fixed	\$185.23	\$385		108%
6 Commercial re-roof, over 5,000 sq. ft. up to 10,000 sq. ft., no structural changes	fixed	\$185.23	\$458		147%
7 Commercial re-roof, over 10,000 sq. ft.	fixed	\$185.23	\$624		237%
8 Commercial re-roof, up to 5,000 sq. ft., w/ structural changes	fixed	\$387.19	\$645		67%
9 Commercial re-roof, over 5,000 sq. ft. up to 10,000 sq. ft., w/ structural changes	fixed	\$387.19	\$811		109%
10 Commercial re-roof, over 10,000 sq. ft. w/ structural changes	fixed	\$387.19	\$1,217		214%
11 Sign	fixed	\$426	\$473		11%
12 Change of Tenancy/ C of O	fixed	\$188	\$239		27%
13 Re-Inspection Fee	fixed	\$65	\$81		24%
14 Duplicate Job Card	new, fixed		\$73		
Residential Accessory Structures:					
15 Deck	fixed	\$424	\$478		13%
16 Patio cover per City standard	fixed	\$253	\$338		34%
17 Patio cover (footing only)	new, fixed		\$156		
18 Swimming pool	fixed	\$473	\$723		53%
19 Garden wall, up to 100 lf	fixed	\$225	\$458		103%
20 Garden wall, each add'l 50 lf	fixed	\$71	\$120		69%

User Fee Study Summary Sheet

City of Eastvale
 Building Safety
 FY 2012/13

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
21 Retaining wall, up to 100 lf	fixed	\$432	\$530		23%
22 Retaining wall, each add'l 50 lf	fixed	\$71	\$120		69%
23 Shed, over 120 sq ft, no plumbing or electrical	fixed	\$869	\$437		-50%
24 Window upgrade	fixed	\$253	\$406		60%
Mechanical Permits					
25 Stand alone mechanical plan check	new, deposit + hourly		\$146		
26 Installation of FAU including ducts and vents attached thereto or each wall heater	fixed	\$185	\$203		9%
27 Each air handling unit, including ducts attached thereto, up to 150,000 CFM.	fixed	\$185	\$203		9%
28 Each air handling unit, including ducts attached thereto, over 150,000 CFM to 499,000 CFM.	fixed	\$185	\$322		74%
29 Each evaporative cooler other than portable type.	fixed	\$185	\$156		-16%
30 Each ventilation fan connected to a single duct or whole house fan.	fixed	\$185	\$156		-16%
31 Each ventilation system, including ducts attached thereto, which is not a portion of any heating or air conditioning system.	fixed	\$185	\$276		49%
32 Installation of each hood which is served by mechanical exhaust, including ducts for each hood.	fixed	\$185	\$312		68%
33 Installation or relocation of any duct system.	fixed	\$185	\$276		49%
34 Each process piping system up to 5 outlets.	fixed	\$185	\$312		68%
35 Each additional 1-2 outlets	new, fixed		\$83		
Plumbing Permits					
36 Stand alone plumbing plan check	new, deposit + hourly		\$146		
37 For each plumbing fixture or trap	fixed	\$188	\$120		-36%

User Fee Study Summary Sheet

City of Eastvale
 Building Safety
 FY 2012/13

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
38 For each building sewer	fixed	\$188	\$120		-36%
39 Each water heater	fixed	\$188	\$120		-36%
40 Repair or alteration of drainage or vent piping, per branch	fixed	\$188	\$239		27%
41 Atmospheric-type vacuum breaker backflow device	fixed	\$188	\$156		-17%
42 Each additional device	new		\$109		
43 Each gas piping system of 1-4 outlets	new		\$36		
44 Each additional 1-2 outlets	new		\$203		
45 Residential water heater replacement	fixed	\$188	\$188	\$51	0%
Electrical Permits					
46 Stand alone electrical plan check	new, deposit + hourly		\$146		
47 Temporary power (each), temporary power service pole or pedestal including outlets and appurtenances (each)	fixed	\$215	\$166		-23%
48 Each additional pole in a single installation	new, fixed		\$83		
49 temporary lighting system for Christmas tree lots, pumpkin patches, etc.	fixed	\$215	\$203		-6%
50 120-240 volt receptacles, switches, lighting or other outlets for which current is used or controlled, except for services and feeders, up to 10	fixed	\$215	\$239		11%
51 Each additional 1-10 outlets	new, fixed		\$120		
52 120-240 volt lighting fixtures, sockets or other lamp-holding devices, up to 10	fixed	\$215	\$239		11%
53 Pole mounted lighting fixtures, each	fixed	\$215	\$166		-23%
54 Each additional pole mounted fixture in a single installation	new, fixed		\$83		
55 Each residential type appliance that utilizes electrical power, except HVAC units	fixed	\$215	\$120		-44%

User Fee Study Summary Sheet

City of Eastvale

Building Safety

FY 2012/13

		Current	Recommendation		
		Per Unit	Per Unit		
Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
56	Each commercial/industrial type appliance that utilizes electrical power. Rating in horsepower, kilowatts or kilovolt-amperes:	fixed \$215			
57	Up to and including 1	fixed \$215	\$203		-6%
58	Over 1 and not over 10	fixed \$215	\$239		11%
59	Over 10 and not over 50	fixed \$215	\$322		50%
60	Over 50 and not over 100	fixed \$215	\$442		106%
61	Over 100	fixed \$215	\$608		183%
62	Installation of panel board 600 volts or less up to 800 amperes, each	fixed \$215	\$239		11%
63	Installation of panel board over 600 volts or over 800 amperes, each	fixed \$215	\$406		89%
64	Residential solar panel installations, each structure	fixed \$215	\$215	\$191	0%
65	Electrical safety (meter reset only)	fixed \$340	\$291		-14%
66	Residential electrical service upgrade	fixed \$188	\$312		66%
67	Electric vehicle charging station, free standing	fixed \$215	\$359		67%
68	Electric vehicle charging station, wall mounted	fixed \$215	\$239		11%

Code Enforcement

User Fee Study Summary Sheet

City of Eastvale
Code Enforcement
FY 2012/13

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
1 Vacant Property Registration	pass-through	\$70	\$83		18%
2 Notice of Non-Compliance	new		\$55		
3 Removal of signs	new		\$7		
4 Registration of Residential Property in Foreclosure Program	Fixed	\$547	\$544		-1%

Total User Fees

% of Full Cost

1) This fee is serviced by private contractors, National Cost Recovery Services, inc. This analysis assumes fee revenue accrues to NCRS

Engineering

User Fee Study Summary Sheet

City of Eastvale
Engineering
FY 2012/13

Service Name	Fee Description	Current	Recommendation			
		Per Unit	Proposed Fee	Proposed Subsidy of Full Cost	% Change	
Plan Check						
1	Traffic Study/ Traffic Impact Analysis - Review	Hourly	\$137	\$187		36%
2	Storm Drain & Street	Hourly	\$137	\$182		33%
3	Traffic Signals, Signing/Striping, TCP	Hourly	\$137	\$171		25%
4	Drainage Study - Review	Hourly	\$137	\$178		30%
5	Subdivision Map - Review	Hourly	\$184	\$178		-3%
6	SWPPP Plan Check	Hourly	\$184	\$178		-3%
7	WQMP Plan Check	Hourly	\$184	\$178		-3%
8	Grading Plan Check	Hourly	\$167	\$178		6%
Permit						
9	Oversize Permit - Annual	State	\$90	\$90	\$166	
10	Oversize Permit - Single Trip	State	\$16	\$16	\$69	
11 Encroachment Permit:						
12	Encroachment Permit - Regular	Each	\$179	\$242		35%
a) 13	Homeowner Encroachment Permit:					
14	Driveway/ curb cut/ sidewalk	Each	\$107	\$219	\$219	105%
15	Minor Work	Each	\$79	\$54	\$54	-32%
Inspection						
b) 16	Trench Excavation/Back Fill, up to 100 LF	Min	\$210	\$319		52%
c) 17	\$319 plus per LF over 100 LF	per LF	\$0.23	\$1.60		696%
b) 18	Storm Drains/Culverts/Open Channels, up to 100 LF	Min	\$210	\$319		52%
c) 19	\$319 plus per LF over 100 LF	per LF	\$0.23	\$4.79		2083%
b) 20	Curb, Gutter or combo w Earthwork, up to 100 LF	Min	\$210	\$319		52%
c) 21	\$319 plus per LF over 100 LF	per LF	\$0.23	\$1.60		696%
b) 22	Traffic Occupancy or Lane Closure requiring signage	per day	\$105	\$399		280%
b) 23	Curb Return including Earthwork	Each	\$210	\$479		128%
b) 24	Sidewalk w Earthwork, up to 100 SF	Min	\$210	\$319		52%
c) 25	\$319 plus per SF over 100 SF	per SF	\$0.23	\$1.60		696%
b) 26	Driveway Approach w Earthwork, up to 100 SF	Min	\$107	\$319		198%
c) 27	\$319 plus per SF over 100 SF	per SF	\$0.23	\$1.60		696%

User Fee Study Summary Sheet

City of Eastvale
Engineering
FY 2012/13

		Current	Recommendation				
		Per Unit	Per Unit				
	Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change	
b)	28	Paving w Earthwork, up to 1,000 SF	Min	\$210	\$319		52%
c)	29	\$319 plus per SF over 100 SF	per SF	\$0.08	\$0.24		300%
	30	Small Utility Trench Repair, up to 50 SF	Each, New		\$108		n/a
	31	<u>Rough Grading Inspection:</u>					
d)	32	Up to 100 cubic yards	Min, New		\$234		n/a
d)	33	\$234 plus per 300 cuy over 100 cuy less than 1,000 cuy	per 300 cuy, new		\$156		n/a
d)	34	\$702 plus per 1,000 cuy over 1,000	per 1,000 cuy, new		\$59		n/a
		<u>Others / Miscellaneous</u>					
	35	Certificate of Correction	Each, New		\$371		n/a
	36	Covenants, Conditions & Restrictions; Subdivision Improvement Agreements	Each, New		\$576		n/a

a) Includes plan review, permit processing and inspection.

b) These categories also require an encroachment permit.

c) Current per unit fees reflect Riverside County Fee Schedules that were last updated in 2009. Proposed fees increased to reflect ENR (Engineering News Record) cost index increases over the last four years and are based on the actual time estimates and overhead charges for the City of Eastvale.

d) Cubic yardage is based on the total of cut and fill.

Finance

User Fee Study Summary Sheet

City of Eastvale

Finance

FY 2012/13

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	Recommended Subsidy	% Change
1 Developer Deposit Processing Fee	New		\$99		
2 Business License Admin Fee: New	fixed	\$45.00	\$110		145%
3 Business License Admin Fee: Renewal	fixed	\$30.00	\$40		33%
4 Storm Water NPDES Inspections (when necessary as required by Stormwater permit):					
5 Commercial	new, per insp		\$218		
6 Industrial	new, per insp		\$152		
7 Follow-up	new, per insp		\$109		
8 NSF Check	new, State		1st \$25; each add'l \$35	\$52	

Fire Prevention

User Fee Study Summary Sheet

City of Eastvale
 Fire Department
 2012/2013

		Current	Recommendation	
		Per Unit	Per Unit	
Service Name	Fee Description	Current Fee	Proposed Fee	% Change
Annual Fire Permits				
1	Aerosol Products		\$99	n/a
2	Amusement Buildings		\$50	n/a
3	Apartment Buildings, 1-14 units		\$113	n/a
4	Apartment Buildings, 15-50 units		\$145	n/a
5	Apartment Buildings, each add'l 50 units		\$31	n/a
6	Battery Systems Stationary Storage		\$85	n/a
7	Candles and Open Flames		\$92	n/a
8	Carnivals & Fairs		\$177	n/a
9	Cellulous Nitrate		\$177	n/a
10	Christmas Tree Lot/ Pumpkin Patches		\$106	n/a
11	Combustible Fiber Storage/Handling		\$135	n/a
12	Compressed Gases Storage/Handling		\$92	n/a
13	Cryogenic Fluids		\$99	n/a
14	Dry Cleaning Plants		\$156	n/a
15	Dust Producing Operations		\$135	n/a
16	Explosives and/or Blasting Agents		\$156	n/a
17	Family Daycare- Small		\$135	n/a
18	Family Daycare- Large		\$156	n/a
19	Firework Display		\$241	n/a
20	Flammable Combustible Liquids Storage /Handling: Class I Liquid		\$220	n/a
21	Flammable Combustible Liquids Storage /Handling: Class II Liquid		\$220	n/a

User Fee Study Summary Sheet

City of Eastvale
 Fire Department
 2012/2013

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	% Change	
22	Floor Finishing/Surfacing Operations	annual		\$106	n/a
23	Fruit & Crop Ripening Facilities	annual		\$113	n/a
24	Green Waste	annual		\$135	n/a
25	Hazardous Materials Storage or Production	annual		\$305	n/a
26	High Piled Combustible Storage 0-10k sq ft	annual		\$170	n/a
27	High Piled Combustible Storage 10k to 50k sq ft	annual		\$234	n/a
28	High Piled Combustible Storage 51k to 100k sq ft	annual		\$298	n/a
29	High Piled Combustible Storage 100k + sq ft	annual		\$361	n/a
30	High Rise Building	annual		\$347	n/a
31	Hospital	annual		\$347	n/a
32	Hot Works	per occur		\$64	n/a
33	Jails	annual		\$432	n/a
34	Liquefied Petroleum Gases	annual		\$106	n/a
35	Lumber Yards	annual		\$238	n/a
36	Magnesium Working	annual		\$106	n/a
37	Miscellaneous Combustible Storage	annual		\$135	n/a
38	Mobile Home Park, 1-14 units	annual		\$92	n/a
39	Mobile Home Park, 15-50 units	annual		\$106	n/a
40	Mobile Home Park, each add'l 50 units	annual		\$21	n/a
41	Motor Vehicle/Marine Fuel Dispensing Stations	annual		\$99	n/a
42	Organic Coatings	annual		\$106	n/a

User Fee Study Summary Sheet

City of Eastvale
Fire Department
2012/2013

Service Name	Fee Description	Current	Recommendation	
		Per Unit	Per Unit	
		Current Fee	Proposed Fee	% Change
43 Ovens: Industrial Baking or Drying	annual		\$99	n/a
44 Place of Assembly: A-1	annual		\$220	n/a
45 Place of Assembly: A-2	annual		\$220	n/a
46 Place of Assembly: A-3	annual		\$220	n/a
47 Place of Assembly: A-4	annual		\$220	n/a
48 Place of Assembly: A-5	annual		\$220	n/a
49 Private Schools	annual		\$496	n/a
50 Radioactive Materials	annual		\$113	n/a
51 Refrigeration Equipment	annual		\$106	n/a
52 Repair Garage and/or Service Garage	annual		\$177	n/a
53 Residential Care facil: Pre Inspection	annual		\$92	n/a
54 Residential Care facil: 1-6 People	annual		\$220	n/a
55 Residential Care facil: 7+ People	annual		\$283	n/a
56 Rifle Ranges	annual		\$92	n/a
57 Special Events: 1-500 Participants	per event		\$220	n/a
Special Events: 501-1,000				
58 Participants	per event		\$283	n/a
59 Special Events: 1,000+ Participants	per event		\$347	n/a
60 Spraying or Dipping Finishes	annual		\$106	n/a
61 Temporary Structure: Tent > 200 sq ft.	annual		\$128	n/a
Tires: Storage including Scrap &				
62 Byproducts	annual		\$128	n/a
63 Underground Tank Removal	per occur		\$241	n/a
Waste Materials Handling (Salvage				
64 Yard)	annual		\$220	n/a

User Fee Study Summary Sheet

City of Eastvale

Fire Department

2012/2013

		Current	Recommendation	
		<i>Per Unit</i>	<i>Per Unit</i>	
Service Name	Fee Description	Current Fee	Proposed Fee	% Change
65	Wood Products Storage		\$106	n/a
66	Miscellaneous Operations		\$220	n/a
New Construction Fees				
67	<u>New Building</u>			
68	1 - 10,000 sq ft	change to fixed \$168/hour	\$298	n/a
69	10,001 - 25,000 sq ft	change to fixed \$168/hour	\$383	n/a
70	25,001 + sq ft	change to fixed \$168/hour	\$510	n/a
71	<u>Tenant Improvement</u>			
72	1 - 5,000 sq ft	change to fixed \$168/hour	\$213	n/a
73	5,001 - 15,000 sq ft	change to fixed \$168/hour	\$319	n/a
74	15,001 + sq ft	change to fixed \$168/hour	\$446	n/a
75	Fire Alarm: Water Flow Monitoring	change to fixed \$168/hour	\$298	n/a
76	Fire Alarm: Alarm including Voice Evac.	change to fixed \$168/hour	\$595	n/a
77	<u>Fire Sprinkler - Commercial</u>			
78	New Construction- per riser	change to fixed \$168/hour	\$616	n/a
79	Tenant Improvement	change to fixed \$168/hour	\$255	n/a
80	<u>Fire Sprinkler - Residential</u>			
81	Multi-Family 13R- per riser	change to fixed \$168/hour	\$616	n/a
82	Single Family 13D- 1-1,500 sq ft	change to fixed \$168/hour	\$213	n/a
83	Single Family 13D- 1,501-3,000 sq ft	change to fixed \$168/hour	\$319	n/a
84	Single Family 13D- 3,001+ sq ft	change to fixed \$168/hour	\$468	n/a
85	Underground Water/Fire Main	change to fixed \$168/hour	\$213	n/a

User Fee Study Summary Sheet

City of Eastvale
Fire Department
2012/2013

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	% Change	
86	Standpipe System- per riser	change to fixed	\$168/hour	\$213	n/a
87	Fire Pump- per system	change to fixed	\$168/hour	\$383	n/a
88	Fire Suppression				
89	Hood and Duct/Clean Agent - 1st System	change to fixed	\$168/hour	\$213	n/a
90	Each Additional	change to fixed	\$168/hour	\$43	n/a
91	High Pile Storage				
92	1-999 sq ft	change to fixed	\$168/hour	\$213	n/a
93	1,000 - 2,500 sq ft	change to fixed	\$168/hour	\$255	n/a
94	2,501+ sq ft	change to fixed	\$168/hour	\$383	n/a
95	Fueling Station (incl. CNG/LPG and Tanks) - per system	change to fixed	\$168/hour	\$255	n/a
96	Smoke Control System	change to fixed	\$168/hour	\$213	n/a
97	Spray Booth	change to fixed	\$168/hour	\$170	n/a
98	Hazardous Materials Plan and Storage				
99	1-999 sq ft	change to fixed	\$168/hour	\$85	n/a
100	1,000 - 2,500 sq ft	change to fixed	\$168/hour	\$170	n/a
101	2,501+ sq ft	change to fixed	\$168/hour	\$255	n/a
102	Pyrotechnics - per 500 firing devices	change to fixed	\$168/hour	\$85	n/a
103	All Other Plan Reviews and/or Inspections not listed and Technical Reports and Research	change to fixed	\$168/hour	\$85	n/a

Services #1 through #66: The Fire Department does not currently conduct annual inspections of these occupancies.

Should the City institute an inspection program, these proposed fees should be assessed.

Service #67 through #103 include plan reviews and any necessary inspections.

Planning

City of Eastvale
 Planning
 FY 2012/13

Service Name	Fee Description	Current	Recommendations		
		Per Unit	Per Unit		
		Current Initial Deposit	Proposed Initial Deposit	Recommended Subsidy	% Change
<u>Planning Applications</u>					
1 Pre Application Review	Deposit	\$1,472	\$4,336	\$0	195%
2 Appeals to Planning Commission/ City Council - General	fixed	\$964	\$964	\$0	0%
3 Extension of Time	Deposit	\$369	\$5,343	\$0	1348%
4 Revisions to Approved Projects	Deposit	\$646 + 50% of orig.	50% of original deposit	\$0	n/a
5 Certificate of Zoning Compliance	Deposit	\$657	\$657	\$0	0%
6 Change of Zone	Deposit	\$2,766	\$13,610	\$0	392%
7 Conditional Use Permit	Deposit	\$7,918	\$10,331	\$0	30%
8 General Plan Amendment	Deposit	\$6,622	\$15,832	\$0	139%
9 Large Family Daycare	Change to Fixed	\$1,165	\$102	\$0	-91%
10 Minor Development Review	Deposit	\$2,427	\$4,626	\$0	91%
11 Major Development Review	Deposit	\$5,198	\$9,555	\$0	84%
12 Setback Adjustment	Deposit	\$213	\$241	\$0	13%
13 Specific Plan	Deposit	\$6,134	\$28,992	\$0	373%
14 Specific Plan Amendment	Deposit	\$3,067	\$23,809	\$0	676%
15 Temporary Event Permit	Change to Fixed	\$240	\$680	\$0	183%
16 Temporary Use Permit	Deposit	\$2,441	\$666	\$0	-73%
17 Sign Program	Deposit	\$2,427	\$1,237	\$0	-49%
18 Variance	Deposit	\$2,125	\$3,750	\$0	76%
19 Zoning Confirmation Letter	New Deposit	\$0	\$200	\$0	n/a
<u>Subdivision Applications</u>					
20 Certificate of Land Division Compliance - with Waiver of Final Parcel Map	Deposit	\$209	\$506	\$0	142%
21 Lot Line Adjustment	Deposit	\$409	\$778	\$0	90%
22 Reversion to Acreage	Deposit	\$796	\$5,000	\$0	528%
23 Amendment to Final Parcel Map	Deposit	\$3,343	\$5,000	\$0	50%
24 Amendment to Tentative Parcel Map	Deposit	\$1,197	\$5,000	\$0	318%

City of Eastvale
 Planning
 FY 2012/13

Service Name	Fee Description	Current	Recommendations		
		Per Unit	Per Unit		
		Current Initial Deposit	Proposed Initial Deposit	Recommended Subsidy	% Change
25 Tentative Parcel Map	Deposit	\$5,659	\$15,000	\$0	165%
26 Vesting Tentative Parcel Map	Deposit	\$8,125	\$8,125	\$0	0%
27 Amendment to Final Tract Map	Deposit	\$3,537	\$5,000	\$0	41%
28 Amendment to Tentative Tract Map	Deposit	\$6,664	\$12,500	\$0	88%
29 Expired Recordable Tract Map	Deposit	\$2,337	\$2,337	\$0	0%
30 Tentative Tract Map	Deposit	\$9,209	\$22,661	\$0	146%
31 Vesting Tentative Tract Map	Deposit	\$8,840	\$8,840	\$0	n/a
Environmental Review					
32 CA Fish & Game Fee - Negative Declaration/EIR	Fixed	see Planning	see Planning	\$0	n/a
33 Environmental Impact Report	Deposit	\$1,936	contract + 18%	\$0	n/a
34 Initial Study/ Mitigated Neg Dec	Deposit	\$2,416	\$16,621	\$0	588%
Other Applications					
35 Agricultural Preserve - Disestablishment/ Diminishment of Ag. Preserve (Applicant initiated)	Deposit	\$1,550	\$1,550	\$0	0%
36 Agricultural Preserve - Disestablishment/ Diminishment of Ag. Preserve (Council initiated)	no charge	no charge	no charge	\$0	n/a
37 Agricultural Preserve - Establish Williamson Act Contract within Established Ag. Preserve	Deposit	\$138	\$138	\$0	0%
38 Agricultural Preserve - Establishment/Enlargement of Ag. Preserve (Applicant Initiated)	Deposit	\$1,640	\$1,640	\$0	0%
39 Agricultural Preserve - Establishment/Enlargement of Ag. Preserve (Council Initiated)	Deposit	\$147	\$147	\$0	0%
40 Agricultural Preserve - Notice of Nonrenewal	Deposit	\$252	\$252	\$0	0%
Planning Services - General					
41 Assistant Planner	Hourly Rate	\$172	\$102	\$0	-41%
42 Associate Biologist/Ecologist	Hourly Rate	\$181	\$108	\$0	-40%
43 Associate Planner	Hourly Rate	\$172	\$121	\$0	-30%
44 Graphic Designer II	Hourly Rate	\$94	\$102	\$0	9%
45 Landscape Architect	Hourly Rate	\$184	\$146	\$0	-21%
46 Planning Director	Hourly Rate	\$206	\$172	\$0	-17%
47 Planning Technician	Hourly Rate	\$66	\$70	\$0	6%

City of Eastvale
 Planning
 FY 2012/13

Service Name	Fee Description	Current	Recommendations		
		Per Unit	Per Unit		
		Current Initial Deposit	Proposed Initial Deposit	Recommended Subsidy	% Change
48 Senior Biologist	Hourly Rate	\$181	\$146	\$0	-19%
49 Senior Planner I	Hourly Rate	\$184	\$134	\$0	-27%
50 Senior Planner II	Hourly Rate	\$206	\$159	\$0	-23%

Footnotes:

Submittals of multiple applications must be accompanied by funds sufficient to cover each application deposit.

The current initial deposits were inherited from the County. These initial deposits were set artificially low and typically result in additional requests for funding from the developer. The proposed initial deposits reflect a recommendation to collect an amount equal to the average cost of processing each application.

Police

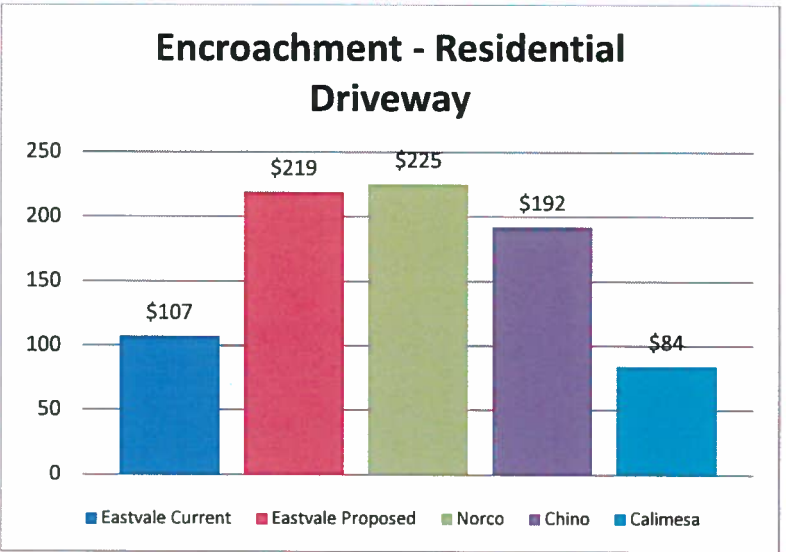
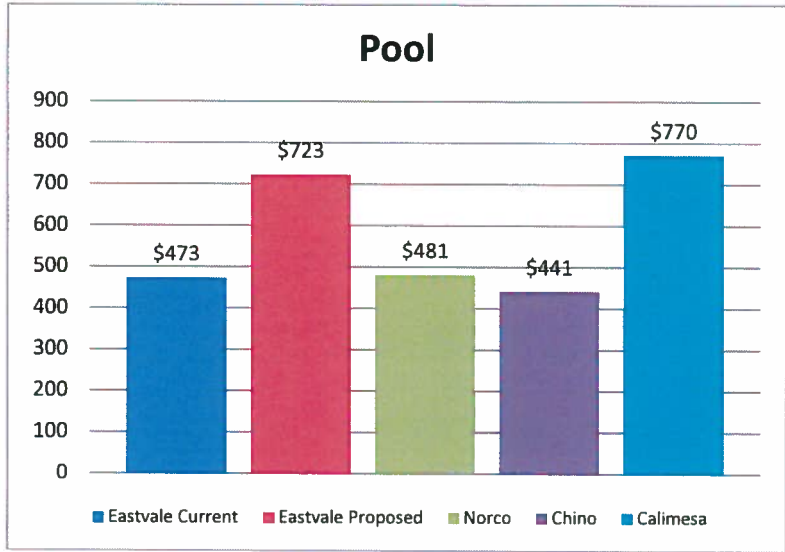
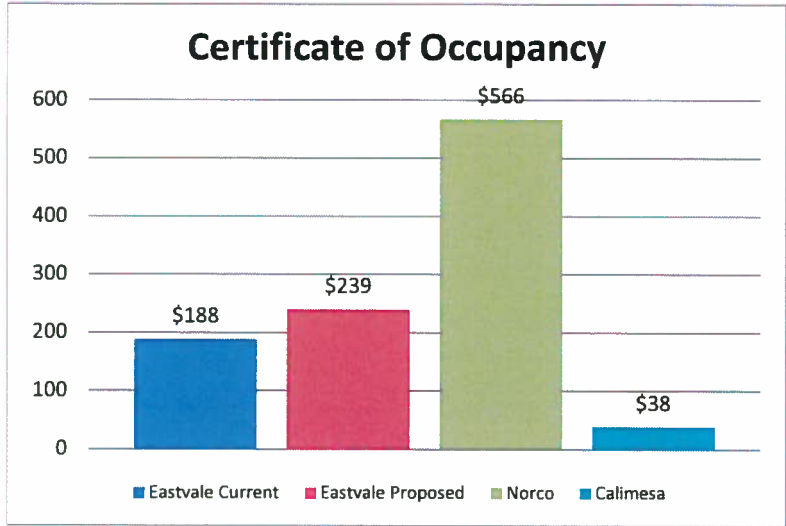
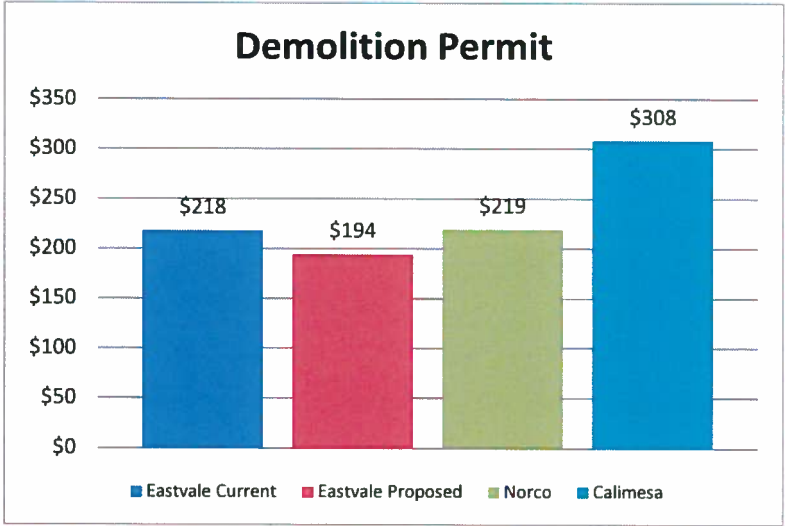
User Fee Study Summary Sheet

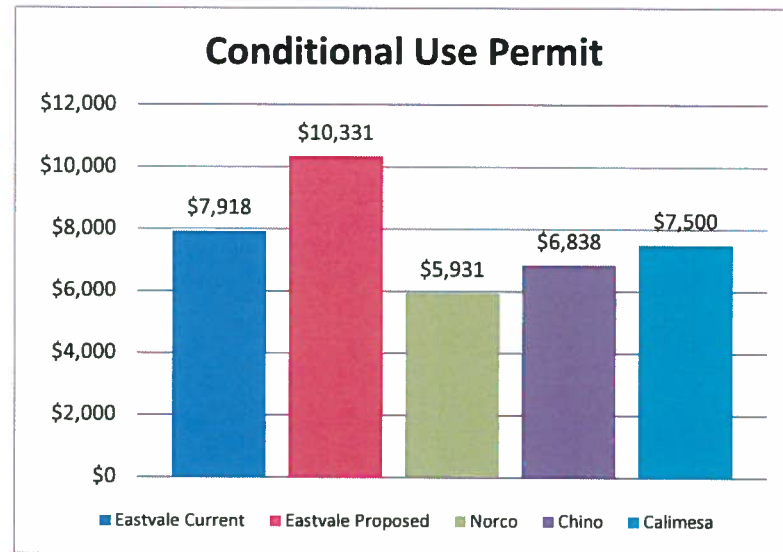
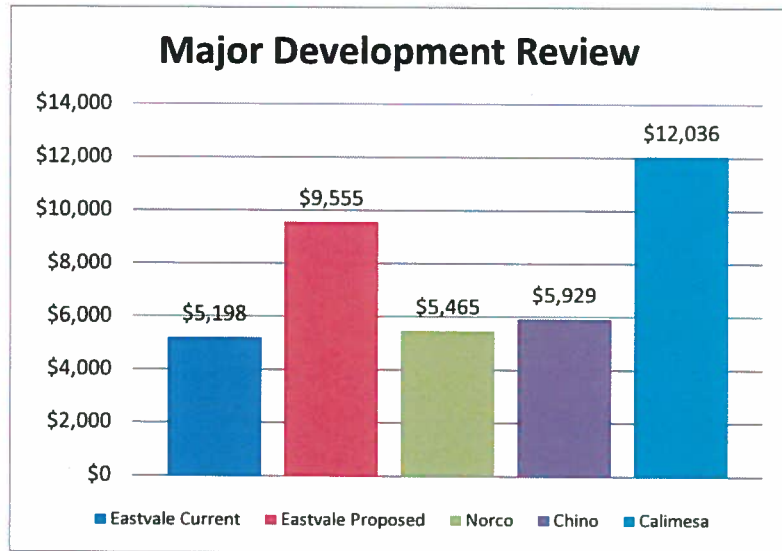
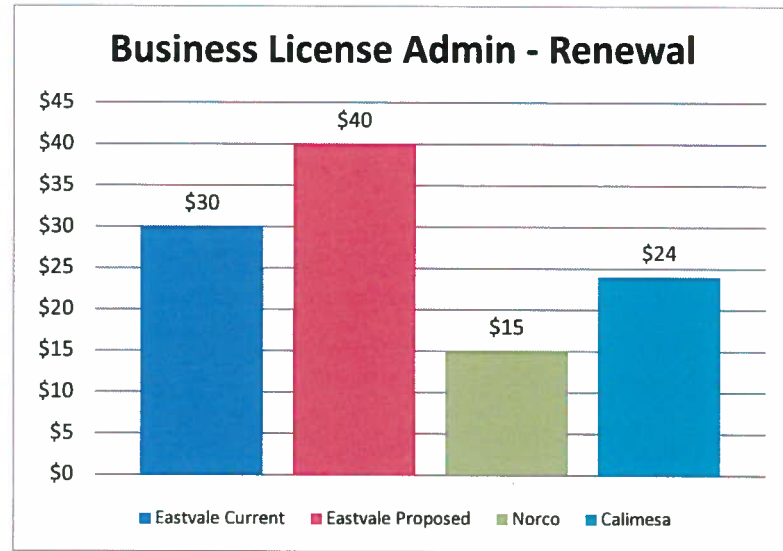
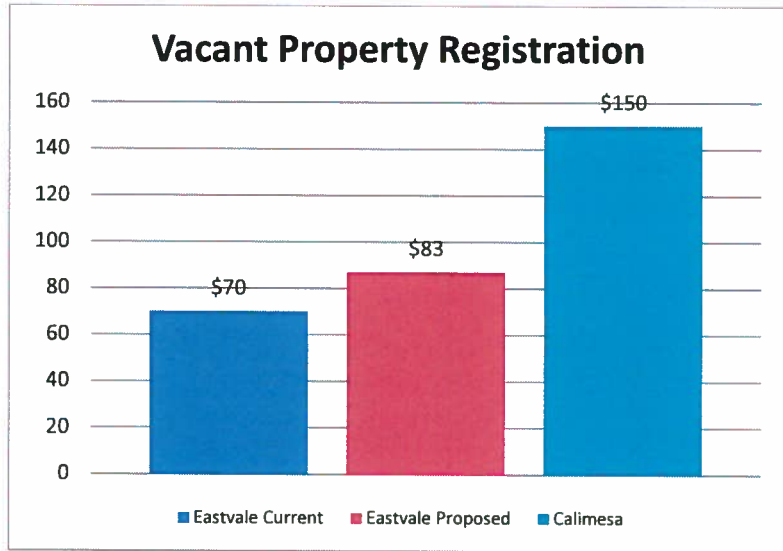
City of Eastvale
 Police
 FY 2012/13

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	Recommended Subsidy of Full Cost	% Change
1	DUI Incident Response Fee		\$649	\$0	
2	Towed Vehicle Release Fee	\$92.00	\$151	\$0	64%

Total User Fees
 % of Full Cost

Comparison Analysis





RESOLUTION 13-26
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE
ESTABLISHING AND ADOPTING CERTAIN CITY FEES
FOR VARIOUS CITY SERVICES

WHEREAS, pursuant to the provisions of the California Constitution and the law of the State of California, the City of Eastvale is authorized to adopt and implement fees for municipal services; provided that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City retained MGT of America, Inc. (MGT) to review and conduct an independent, detailed analysis of the City's fee revenues. The City also directed MGT to prepare a report recommending specific amounts of fees; and

WHEREAS, MGT prepared the study and report, listing the applicable direct and indirect costs for certain services provided by the City, describing the reasonable relationship between the fees and the services provided by the City, and setting forth the time and method for payment of the fees, which is identified as the "User Fee Study Findings," dated July 2013 (the "Report "), a copy of which is on file in the City Clerk's office, and

WHEREAS, pursuant to Government Code Sections 66014, 66017, and 66018, the specific fees to be charged for certain services must be adopted by resolution, following notice and public hearing; and

WHEREAS, notice of public hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required public hearing has been held; and

WHEREAS, the City of Eastvale desires to implement new fees for various governmental services provided by the City of Eastvale, as set forth herein; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the actions implemented through the adoption of this Resolution are statutorily exempt under the California Environmental Quality Act per Section 21080(b) (8) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED that the city council of the city of Eastvale does hereby order as follows:

1. The fees set forth in Exhibit A do not exceed the estimated reasonable cost of providing the service for which the fee is levied.
2. The fees set forth in Exhibit A are hereby adopted and approved as the fees for the services identified for each such fee.

3. The fees set forth in Exhibit A shall become effective sixty (60) days after adoption of this Resolution.
4. If any fee adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining fees adopted or revised herein.

PASSED, APPROVED AND ADOPTED this 25th day of September, 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 13-26 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 25th day of September, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel M. Hall, CMC, Assistant City Clerk

Exhibit A - User Fees

City of Eastvale

Building Safety

FY 2012/13

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
Miscellaneous Permits					
1	Permit Issuance Fee	new, fixed	\$49		
2	Demolitions	fixed	\$194		-11%
3	Residential re-roof no structural changes	fixed	\$185	\$106	
4	Residential re-roof w/ structural changes	fixed	\$387	\$70	
5	Commercial re-roof, up to 5,000 sq. ft., no structural changes	fixed	\$385		108%
6	Commercial re-roof, over 5,000 sq. ft. up to 10,000 sq. ft., no structural changes	fixed	\$458		147%
7	Commercial re-roof, over 10,000 sq. ft.	fixed	\$624		237%
8	Commercial re-roof, up to 5,000 sq. ft., w/ structural changes	fixed	\$645		67%
9	Commercial re-roof, over 5,000 sq. ft. up to 10,000 sq. ft., w/ structural changes	fixed	\$811		109%
10	Commercial re-roof, over 10,000 sq. ft. w/ structural changes	fixed	\$1,217		214%
11	Sign	fixed	\$473		11%
12	Change of Tenancy/ C of O	fixed	\$239		27%
13	Re-Inspection Fee	fixed	\$81		24%
14	Duplicate Job Card	new, fixed	\$73		
Residential Accessory Structures:					
15	Deck	fixed	\$478		13%
16	Patio cover per City standard	fixed	\$338		34%
17	Patio cover (footing only)	new, fixed	\$156		
18	Swimming pool	fixed	\$723		53%
19	Garden wall, up to 100 lf	fixed	\$458		103%
20	Garden wall, each add'l 50 lf	fixed	\$120		69%

Exhibit A - User Fees

City of Eastvale

Building Safety

FY 2012/13

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
21	Retaining wall, up to 100 lf	\$432	\$530		23%
22	Retaining wall, each add'l 50 lf	\$71	\$120		69%
23	Shed, over 120 sq ft, no plumbing or electrical	\$869	\$437		-50%
24	Window upgrade	\$253	\$406		60%
Mechanical Permits					
25	Stand alone mechanical plan check	new, deposit + hourly	\$146		
26	Installation of FAU including ducts and vents attached thereto or each wall heater	fixed	\$185	\$203	9%
27	Each air handling unit, including ducts attached thereto, up to 150,000 CFM.	fixed	\$185	\$203	9%
28	Each air handling unit, including ducts attached thereto, over 150,000 CFM to 499,000 CFM.	fixed	\$185	\$322	74%
29	Each evaporative cooler other than portable type.	fixed	\$185	\$156	-16%
30	Each ventilation fan connected to a single duct or whole house fan.	fixed	\$185	\$156	-16%
31	Each ventilation system, including ducts attached thereto, which is not a portion of any heating or air conditioning system.	fixed	\$185	\$276	49%
32	Installation of each hood which is served by mechanical exhaust, including ducts for each hood.	fixed	\$185	\$312	68%
33	Installation or relocation of any duct system.	fixed	\$185	\$276	49%
34	Each process piping system up to 5 outlets.	fixed	\$185	\$312	68%
35	Each additional 1-2 outlets	new, fixed	\$83		
Plumbing Permits					
36	Stand alone plumbing plan check	new, deposit + hourly	\$146		
37	For each plumbing fixture or trap	fixed	\$188	\$120	-36%

Exhibit A - User Fees

City of Eastvale

Building Safety

FY 2012/13

Service Name	Fee Description	Current	Recommendation		
		Per Unit	Per Unit		
		Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
38 For each building sewer	fixed	\$188	\$120		-36%
39 Each water heater	fixed	\$188	\$120		-36%
40 Repair or alteration of drainage or vent piping, per branch	fixed	\$188	\$239		27%
41 Atmospheric-type vacuum breaker backflow device	fixed	\$188	\$156		-17%
42 Each additional device	new		\$109		
43 Each gas piping system of 1-4 outlets	new		\$36		
44 Each additional 1-2 outlets	new		\$203		
45 Residential water heater replacement	fixed	\$188	\$188	\$51	0%
<u>Electrical Permits</u>					
46 Stand alone electrical plan check	new, deposit + hourly		\$146		
47 Temporary power (each), temporary power service pole or pedestal including outlets and appurtenances (each)	fixed	\$215	\$166		-23%
48 Each additional pole in a single installation	new, fixed		\$83		
49 temporary lighting system for Christmas tree lots, pumpkin patches, etc.	fixed	\$215	\$203		-6%
50 120-240 volt receptacles, switches, lighting or other outlets for which current is used or controlled, except for servies and feeders, up to 10	fixed	\$215	\$239		11%
51 Each additional 1-10 outlets	new, fixed		\$120		
52 120-240 volt lighting fixtures, sockets or other lamp-holding devices, up to 10	fixed	\$215	\$239		11%
53 Pole mounted lighting fixtures, each	fixed	\$215	\$166		-23%
54 Each additional pole mounted fixture in a single installation	new, fixed		\$83		
55 Each residential type appliance that utilizes electrical power, except HVAC units	fixed	\$215	\$120		-44%

Exhibit A - User Fees

City of Eastvale

Building Safety

FY 2012/13

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
56	Each commercial/industrial type appliance that utilizes electrical power. Rating in horsepower, kilowatts or kilovolt-amperes:	fixed \$215			
57	Up to and including 1	fixed \$215	\$203		-6%
58	Over 1 and not over 10	fixed \$215	\$239		11%
59	Over 10 and not over 50	fixed \$215	\$322		50%
60	Over 50 and not over 100	fixed \$215	\$442		106%
61	Over 100	fixed \$215	\$608		183%
62	Installation of panel board 600 volts or less up to 800 amperes, each	fixed \$215	\$239		11%
63	Installation of panel board over 600 volts or over 800 amperes, each	fixed \$215	\$406		89%
64	Residential solar panel installations, each structure	fixed \$215	\$215	\$191	0%
65	Electrical safety (meter reset only)	fixed \$340	\$291		-14%
66	Residential electrical service upgrade	fixed \$188	\$312		66%
67	Electric vehicle charging station, free standing	fixed \$215	\$359		67%
68	Electrical vehicle charging station, wall mounted	fixed \$215	\$239		11%

Exhibit A - User Fees

City of Eastvale
Code Enforcement
FY 2012/13

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
1 Vacant Property Registration	pass-through	\$70	\$83		18%
2 Notice of Non-Compliance	new		\$55		
3 Removal of signs	new		\$7		
4 Registration of Residential Property in Foreclosure Program	Fixed	\$547	\$544		-1%

Total User Fees

% of Full Cost

1) *This fee is serviced by private contractors, National Cost Recovery Services, inc. This analysis assumes fee revenue accrues to NCRS*

Exhibit A - User Fees

City of Eastvale
Engineering
FY 2012/13

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
<u>Plan Check</u>					
1	Traffic Study/ Traffic Impact Analysis - Review	Hourly	\$137	\$187	36%
2	Storm Drain & Street	Hourly	\$137	\$182	33%
3	Traffic Signals, Signing/Striping, TCP	Hourly	\$137	\$171	25%
4	Drainage Study - Review	Hourly	\$137	\$178	30%
5	Subdivision Map - Review	Hourly	\$184	\$178	-3%
6	SWPPP Plan Check	Hourly	\$184	\$178	-3%
7	WQMP Plan Check	Hourly	\$184	\$178	-3%
8	Grading Plan Check	Hourly	\$167	\$178	6%
<u>Permit</u>					
9	Oversize Permit - Annual	State	\$90	\$90	\$166
10	Oversize Permit - Single Trip	State	\$16	\$16	\$69
11 <u>Encroachment Permit:</u>					
12	Encroachment Permit - Regular	Each	\$179	\$242	35%
a) 13	<u>Homeowner Encroachment Permit:</u>				
14	Driveway/ curb cut/ sidewalk	Each	\$107	\$110	\$328
15	Minor Work	Each	\$79	\$54	\$54
<u>Inspection</u>					
b) 16	Trench Excavation/Back Fill, up to 100 LF	Min	\$210	\$319	52%
c) 17	\$319 plus per LF over 100 LF	per LF	\$0.23	\$1.60	696%
b) 18	Storm Drains/Culverts/Open Channels, up to 100 LF	Min	\$210	\$319	52%
c) 19	\$319 plus per LF over 100 LF	per LF	\$0.23	\$4.79	2083%
b) 20	Curb, Gutter or combo w Earthwork, up to 100 LF	Min	\$210	\$319	52%
c) 21	\$319 plus per LF over 100 LF	per LF	\$0.23	\$1.60	696%

Exhibit A - User Fees

City of Eastvale
Engineering
FY 2012/13

		Current Per Unit	Recommendation Per Unit		
Service Name		Current Fee	Proposed Fee	Proposed Subsidy of Full Cost	% Change
b)	22 Traffic Occupancy or Lane Closure requiring signage	per day \$105	\$399		280%
b)	23 Curb Return including Earthwork	Each \$210	\$479		128%
b)	24 Sidewalk w Earthwork, up to 100 SF	Min \$210	\$319		52%
c)	25 \$319 plus per SF over 100 SF	per SF \$0.23	\$1.60		696%
b)	26 Driveway Approach w Earthwork, up to 100 SF	Min \$107	\$319		198%
c)	27 \$319 plus per SF over 100 SF	per SF \$0.23	\$1.60		696%
b)	28 Paving w Earthwork, up to 1,000 SF	Min \$210	\$319		52%
c)	29 \$319 plus per SF over 100 SF	per SF \$0.08	\$0.24		300%
	30 Small Utility Trench Repair, up to 50 SF	Each, New	\$108		n/a
	31 <u>Rough Grading Inspection:</u>				
d)	32 Up to 100 cubic yards	Min, New	\$234		n/a
d)	33 \$234 plus per 300 cuy over 100 cuy less than 1,000 cuy	per 300 cuy, new	\$156		n/a
d)	34 \$702 plus per 1,000 cuy over 1,000	per 1,000 cuy, new	\$59		n/a
	<u>Others / Miscellaneous</u>				
	35 Certificate of Correction	Each, New	\$371		n/a
	36 Covenants, Conditions & Restrictions; Subdivision Improvement Agreements	Each, New	\$576		n/a

a) Includes plan review, permit processing and inspection.

b) These categories also require an encroachment permit.

c) Current per unit fees reflect Riverside County Fee Schedules that were last updated in 2009. Proposed fees increased to reflect ENR (Engineering News Record) cost index increases over the last four years and are based on the actual time estimates and overhead charges for the City of Eastvale.

d) Cubic yardage is based on the total of cut and fill.

Exhibit A - User Fees

City of Eastvale

Finance

FY 2012/13

Service Name	Fee Description	Current		Recommendation		
		Per Unit		Per Unit		
		Current Fee	Current Recovery %	Proposed Fee	Recommended Subsidy	% Change
1 Developer Deposit Processing Fee	New			\$99		
2 Business License Admin Fee: New	fixed	\$45.00	41%	\$110		145%
3 Business License Admin Fee: Renewal	fixed	\$30.00	75%	\$40		33%
4 Storm Water NPDES Inspections (when necessary as required by Stormwater permit):						
5 Commercial	new, per insp			\$218		
6 Industrial	new, per insp			\$152		
7 Follow-up	new, per insp			\$109		
8 NSF Check	new, State			1st \$25; each add'l \$35	\$52	

Exhibit A - User Fees

City of Eastvale

Fire Department

2012/2013

		Current	Recommendation	
		<i>Per Unit</i>	<i>Per Unit</i>	
Service Name	Fee Description	Current Fee	Proposed Fee	% Change
Annual Fire Permits				
1	Aerosol Products	annual	\$99	n/a
2	Amusement Buildings	annual	\$50	n/a
3	Apartment Buildings, 1-14 units	annual	\$113	n/a
4	Apartment Buildings, 15-50 units	annual	\$145	n/a
5	Apartment Buildings, each add'l 50 units	annual	\$31	n/a
6	Battery Systems Stationary Storage	annual	\$85	n/a
7	Candles and Open Flames	per occur	\$92	n/a
8	Carnivals & Fairs	per event	\$177	n/a
9	Cellulous Nitrate	annual	\$177	n/a
10	Christmas Tree Lot/ Pumpkin Patches	per occur	\$106	n/a
11	Combustible Fiber Storage/Handling	annual	\$135	n/a
12	Compressed Gases Storage/Handling	annual	\$92	n/a
13	Cryogenic Fluids	annual	\$99	n/a
14	Dry Cleaning Plants	annual	\$156	n/a
15	Dust Producing Operations	annual	\$135	n/a
16	Explosives and/or Blasting Agents	per occur	\$156	n/a
17	Family Daycare- Small	annual	\$135	n/a
18	Family Daycare- Large	annual	\$156	n/a
19	Firework Display	per event	\$241	n/a
20	Flammable Combustible Liquids Storage /Handling: Class I Liquid	annual	\$220	n/a
21	Flammable Combustible Liquids Storage /Handling: Class II Liquid	annual	\$220	n/a

Exhibit A - User Fees

City of Eastvale

Fire Department

2012/2013

		Current	Recommendation	
		<i>Per Unit</i>	<i>Per Unit</i>	
Service Name	Fee Description	Current Fee	Proposed Fee	% Change
22	Floor Finishing/Surfacing Operations	annual	\$106	n/a
23	Fruit & Crop Ripening Facilities	annual	\$113	n/a
24	Green Waste	annual	\$135	n/a
25	Hazardous Materials Storage or Production	annual	\$305	n/a
26	High Piled Combustible Storage 0-10k sq ft	annual	\$170	n/a
27	High Piled Combustible Storage 10k to 50k sq ft	annual	\$234	n/a
28	High Piled Combustible Storage 51k to 100k sq ft	annual	\$298	n/a
29	High Piled Combustible Storage 100k + sq ft	annual	\$361	n/a
30	High Rise Building	annual	\$347	n/a
31	Hospital	annual	\$347	n/a
32	Hot Works	per occur	\$64	n/a
33	Jails	annual	\$432	n/a
34	Liquefied Petroleum Gases	annual	\$106	n/a
35	Lumber Yards	annual	\$238	n/a
36	Magnesium Working	annual	\$106	n/a
37	Miscellaneous Combustible Storage	annual	\$135	n/a
38	Mobile Home Park, 1-14 units	annual	\$92	n/a
39	Mobile Home Park, 15-50 units	annual	\$106	n/a
40	Mobile Home Park, each add'l 50 units	annual	\$21	n/a
41	Motor Vehicle/Marine Fuel Dispensing Stations	annual	\$99	n/a
42	Organic Coatings	annual	\$106	n/a

Exhibit A - User Fees

City of Eastvale

Fire Department

2012/2013

		Current	Recommendation	
		<i>Per Unit</i>	<i>Per Unit</i>	
Service Name	Fee Description	Current Fee	Proposed Fee	% Change
43	Ovens: Industrial Baking or Drying		\$99	n/a
44	Place of Assembly: A-1		\$220	n/a
45	Place of Assembly: A-2		\$220	n/a
46	Place of Assembly: A-3		\$220	n/a
47	Place of Assembly: A-4		\$220	n/a
48	Place of Assembly: A-5		\$220	n/a
49	Private Schools		\$496	n/a
50	Radioactive Materials		\$113	n/a
51	Refrigeration Equipment		\$106	n/a
52	Repair Garage and/or Service Garage		\$177	n/a
53	Residential Care facil: Pre Inspection		\$92	n/a
54	Residential Care facil: 1-6 People		\$220	n/a
55	Residential Care facil: 7+ People		\$283	n/a
56	Rifle Ranges		\$92	n/a
57	Special Events: 1-500 Participants		\$220	n/a
	Special Events: 501-1,000			
58	Participants		\$283	n/a
59	Special Events: 1,000+ Participants		\$347	n/a
60	Spraying or Dipping Finishes		\$106	n/a
61	Temporary Structure: Tent > 200 sq ft.		\$128	n/a
62	Tires: Storage including Scrap & Byproducts		\$128	n/a
63	Underground Tank Removal		\$241	n/a
	Waste Materials Handling (Salvage			
64	Yard)		\$220	n/a

Exhibit A - User Fees

City of Eastvale

Fire Department

2012/2013

		Current	Recommendation		
		<i>Per Unit</i>	<i>Per Unit</i>		
Service Name	Fee Description	Current Fee	Proposed Fee	% Change	
65	Wood Products Storage		\$106	n/a	
66	Miscellaneous Operations		\$220	n/a	
New Construction Fees					
67	<u>New Building</u>				
68	1 - 10,000 sq ft	change to fixed	\$168/hour	\$298	n/a
69	10,001 - 25,000 sq ft	change to fixed	\$168/hour	\$383	n/a
70	25,001 + sq ft	change to fixed	\$168/hour	\$510	n/a
71	<u>Tenant Improvement</u>				
72	1 - 5,000 sq ft	change to fixed	\$168/hour	\$213	n/a
73	5,001 - 15,000 sq ft	change to fixed	\$168/hour	\$319	n/a
74	15,001 + sq ft	change to fixed	\$168/hour	\$446	n/a
75	Fire Alarm: Water Flow Monitoring	change to fixed	\$168/hour	\$298	n/a
76	Fire Alarm: Alarm including Voice Evac.	change to fixed	\$168/hour	\$595	n/a
77	<u>Fire Sprinkler - Commercial</u>				
78	New Construction- per riser	change to fixed	\$168/hour	\$616	n/a
79	Tenant Improvement	change to fixed	\$168/hour	\$255	n/a
80	<u>Fire Sprinkler - Residential</u>				
81	Multi-Family 13R- per riser	change to fixed	\$168/hour	\$616	n/a
82	Single Family 13D- 1-1,500 sq ft	change to fixed	\$168/hour	\$213	n/a
83	Single Family 13D- 1,501-3,000 sq ft	change to fixed	\$168/hour	\$319	n/a
84	Single Family 13D- 3,001+ sq ft	change to fixed	\$168/hour	\$468	n/a
85	Underground Water/Fire Main	change to fixed	\$168/hour	\$213	n/a

Exhibit A - User Fees

City of Eastvale

Fire Department

2012/2013

Service Name	Fee Description	Current	Recommendation	
		Per Unit	Per Unit	
		Current Fee	Proposed Fee	% Change
86 Standpipe System- per riser	change to fixed	\$168/hour	\$213	n/a
87 Fire Pump- per system	change to fixed	\$168/hour	\$383	n/a
88 Fire Suppression				
89 Hood and Duct/Clean Agent - 1st System	change to fixed	\$168/hour	\$213	n/a
90 Each Additional	change to fixed	\$168/hour	\$43	n/a
91 High Pile Storage				
92 1-999 sq ft	change to fixed	\$168/hour	\$213	n/a
93 1,000 - 2,500 sq ft	change to fixed	\$168/hour	\$255	n/a
94 2,501+ sq ft	change to fixed	\$168/hour	\$383	n/a
95 Fueling Station (incl. CNG/LPG and Tanks) - per system	change to fixed	\$168/hour	\$255	n/a
96 Smoke Control System	change to fixed	\$168/hour	\$213	n/a
97 Spray Booth	change to fixed	\$168/hour	\$170	n/a
98 Hazardous Materials Plan and Storage				
99 1-999 sq ft	change to fixed	\$168/hour	\$85	n/a
100 1,000 - 2,500 sq ft	change to fixed	\$168/hour	\$170	n/a
101 2,501+ sq ft	change to fixed	\$168/hour	\$255	n/a
102 Pyrotechnics - per 500 firing devices	change to fixed	\$168/hour	\$85	n/a
103 All Other Plan Reviews and/or Inspections not listed and Technical Reports and Research	change to fixed	\$168/hour	\$85	n/a

Services #1 through #66: The Fire Department does not currently conduct annual inspections of these occupancies

Should the City institute an inspection program, these proposed fees should be assessed.

Service #67 through #103 include plan reviews and any necessary inspections.

Exhibit A - User Fees

City of Eastvale

Planning

FY 2012/13

Service Name	Fee Description	Current	Recommendations		
		Per Unit	Per Unit		
		Current Initial Deposit	Proposed Initial Deposit	Recommended Subsidy	% Change
<u>Planning Applications</u>					
1 Pre Application Review	Deposit	\$1,472	\$4,336	\$0	195%
2 Appeals to Planning Commission/ City Council - General	fixed	\$964	\$964	\$0	0%
3 Extension of Time	Deposit	\$369	\$5,343	\$0	1348%
4 Revisions to Approved Projects	Deposit	\$646 + 50% of orig.	50% of original deposit	\$0	n/a
5 Certificate of Zoning Compliance	Deposit	\$657	\$657	\$0	0%
6 Change of Zone	Deposit	\$2,766	\$13,610	\$0	392%
7 Conditional Use Permit	Deposit	\$7,918	\$10,331	\$0	30%
8 General Plan Amendment	Deposit	\$6,622	\$15,832	\$0	139%
9 Large Family Daycare	Change to Fixed	\$1,165	\$102	\$0	-91%
10 Minor Development Review	Deposit	\$2,427	\$4,626	\$0	91%
11 Major Development Review	Deposit	\$5,198	\$9,555	\$0	84%
12 Setback Adjustment	Deposit	\$213	\$241	\$0	13%
13 Specific Plan	Deposit	\$6,134	\$28,992	\$0	373%
14 Specific Plan Amendment	Deposit	\$3,067	\$23,809	\$0	676%
15 Temporary Event Permit	Change to Fixed	\$240	\$680	\$0	183%
16 Temporary Use Permit	Deposit	\$2,441	\$666	\$0	-73%
17 Sign Program	Deposit	\$2,427	\$1,237	\$0	-49%
18 Variance	Deposit	\$2,125	\$3,750	\$0	76%
19 Zoning Confirmation Letter	New Deposit	\$0	\$200	\$0	n/a
<u>Subdivision Applications</u>					
20 Certificate of Land Division Compliance - with Waiver of Final Parcel Map	Deposit	\$209	\$506	\$0	142%
21 Lot Line Adjustment	Deposit	\$409	\$778	\$0	90%
22 Reversion to Acreage	Deposit	\$796	\$5,000	\$0	528%

Exhibit A - User Fees

City of Eastvale

Planning

FY 2012/13

Service Name	Fee Description	Current	Recommendations		
		Per Unit	Per Unit		
		Current Initial Deposit	Proposed Initial Deposit	Recommended Subsidy	% Change
23 Amendment to Final Parcel Map	Deposit	\$3,343	\$5,000	\$0	50%
24 Amendment to Tentative Parcel Map	Deposit	\$1,197	\$5,000	\$0	318%
25 Tentative Parcel Map	Deposit	\$5,659	\$15,000	\$0	165%
26 Vesting Tentative Parcel Map	Deposit	\$8,125	\$8,125	\$0	0%
27 Amendment to Final Tract Map	Deposit	\$3,537	\$5,000	\$0	41%
28 Amendment to Tentative Tract Map	Deposit	\$6,664	\$12,500	\$0	88%
29 Expired Recordable Tract Map	Deposit	\$2,337	\$2,337	\$0	0%
30 Tentative Tract Map	Deposit	\$9,209	\$22,661	\$0	146%
31 Vesting Tentative Tract Map	Deposit	\$8,840	\$8,840	\$0	n/a
<u>Environmental Review</u>					
32 CA Fish & Game Fee - Negative Declaration/EIR	Fixed	see Planning	see Planning	\$0	n/a
33 Environmental Impact Report	Deposit	\$1,936	contract + 18%	\$0	n/a
34 Initial Study/ Mitigated Neg Dec	Deposit	\$2,416	\$16,621	\$0	588%
<u>Other Applications</u>					
35 Agricultural Preserve - Disestablishment/ Diminishment of Ag. Preserve (Applicant initiated)	Deposit	\$1,550	\$1,550	\$0	0%
36 Agricultural Preserve - Disestablishment/ Diminishment of Ag. Preserve (Council initiated)	no charge	no charge	no charge	\$0	n/a
37 Agricultural Preserve - Establish Williamson Act Contract within Established Ag. Preserve	Deposit	\$138	\$138	\$0	0%
38 Agricultural Preserve - Establishment/Enlargement of Ag. Preserve (Applicant Initiated)	Deposit	\$1,640	\$1,640	\$0	0%
39 Agricultural Preserve - Establishment/Enlargement of Ag. Preserve (Council Initiated)	Deposit	\$147	\$147	\$0	0%
40 Agricultural Preserve - Notice of Nonrenewal	Deposit	\$252	\$252	\$0	0%
<u>Planning Services - General</u>					
41 Assistant Planner	Hourly Rate	\$172	\$102	\$0	-41%
42 Associate Biologist/Ecologist	Hourly Rate	\$181	\$108	\$0	-40%

Exhibit A - User Fees

City of Eastvale

Planning

FY 2012/13

Service Name	Fee Description	Current	Recommendations		
		Per Unit	Per Unit		
		Current Initial Deposit	Proposed Initial Deposit	Recommended Subsidy	% Change
43 Associate Planner	Hourly Rate	\$172	\$121	\$0	-30%
44 Graphic Designer II	Hourly Rate	\$94	\$102	\$0	9%
45 Landscape Architect	Hourly Rate	\$184	\$146	\$0	-21%
46 Planning Director	Hourly Rate	\$206	\$172	\$0	-17%
47 Planning Technician	Hourly Rate	\$66	\$70	\$0	6%
48 Senior Biologist	Hourly Rate	\$181	\$146	\$0	-19%
49 Senior Planner I	Hourly Rate	\$184	\$134	\$0	-27%
50 Senior Planner II	Hourly Rate	\$206	\$159	\$0	-23%

Footnotes:

Submittals of multiple applications must be accompanied by funds sufficient to cover each application deposit.

The current initial deposits were inherited from the County. These initial deposits were set artificially low and typically result in additional requests for funding from the developer. The proposed initial deposits reflect a recommendation to collect an amount equal to the average cost of processing each application.

CITY OF EASTVALE
12363 Limonite Ave., Suite 910
Eastvale, CA 97152
(951) 361-0900

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Eastvale will hold a Public Hearing at the City Council Meeting located at Rosa Parks Elementary School, 13830 Whispering Hills Drive, Eastvale, CA 92880, on Wednesday August 14, 2013 beginning at 6:30 p.m. to consider the following item:

ADJUSTMENT OF VARIOUS CITY FEES

The City Council will consider the adoption of a resolution amending and establishing various City fees. The City of Eastvale retained MGT of America, Inc. to undertake a citywide review and assessment of all existing fees related to the provision of city services. The purpose was to determine the full cost of operations for services that are currently provided so that user fees can be adjusted based on the actual city expenditures and consequently set fees in compliance with all applicable laws. A “user fee” is an amount charged for a governmental activity or service that is performed at the request of, and specifically for the benefit of, a particular individual, business, or group as opposed to a service for the community as a whole. Those city services and user fees analyzed in the User Fee Study and adjusted include fees in the following departments: Building & Safety, Code Enforcement, Engineering, Finance, Fire, Planning, and Police.

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above. Written comments can be made to the City Council by letter at least twenty-four (24) hours prior to the hearing date to:

Ariel Berry, Assistant City Clerk
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

Anyone challenging the action in court may be limited to raising only those issues in which they or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council prior to the public hearing.

FURTHER INFORMATION on this item may be obtained by contacting the City of Eastvale. All agenda and backup materials are available for review the Friday before the Council Meeting on the city’s website at www.eastvaleca.gov or at City Hall between the hours of 7:30 a.m. to 5:30 p.m. Monday through Thursday.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

RECOMMENDATION: CONTINUE THIS ITEM TO THE AUGUST 28, 2013 CITY COUNCIL MEETING



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: CONSULTANT AGREEMENT FOR PROFESSIONAL SMALL BUSINESS SERVICES

RECOMMENDATION: APPROVE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA SMALL BUSINESS DEVELOPMENT CENTER (SBDC) IN THE AMOUNT OF \$10,000.

BACKGROUND:

The City's adopted Strategic Plan identifies a number of activities related to economic development. Goal 2 of the plan is to "Optimize the City's Economic Potential. This goal requires a number of action items to ensure a viable long term tax base. The City has a large number of businesses that are home-based and the plan identifies a need to assist small businesses. Action item 2.1.2 is to work with the SBDC.

DISCUSSION:

The SBDC mission is to provide the Inland Empire small business community we serve with affordable access to quality consulting, powerful training and key resources that allow people to achieve their dreams. The SBDC currently partners with the Riverside County Economic Development Agency, the City of San Bernardino Economic Development Agency, the cities of Chino, Hesperia, Moreno Valley, Rancho Cucamonga, Riverside, San Jacinto, Victorville and Upland.

The services provided by SBDC are shown in Exhibit A of the professional services agreement. Services will include:

- One-on-One Counseling for business owners at no-cost
- Access to specialized consultant including how to get government contracts, locating bid opportunities, getting the proper certifications

- Access to financial professionals to assist with managing the finances of a business
- A variety of workshops offered six times a year. Topics could include: business plans, marketing, taxation, human resources, financial analysis taught by industry experts.

The proposed contract would provide a representative from SBDC on site at City Hall one day a week, every other week. Businesses will be able to make appointments with the SBDC and meet privately to discuss their needs,

As this is a first time program, it is recommended that the City start with a minimal program to determine the need.

FISCAL IMPACT:

The proposed cost of contract is \$10,000 and funding is available from Account #100-200-6422.

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement.

ATTACHMENTS:

1. Professional Services Agreement

Prepared by: Carol Jacobs, City Manager
Reviewed by: John Cavanagh, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this August 14, 2013, by and between the City of Eastvale ("City") and **University Enterprises Corporation at CSUSB**("CONSULTANT").

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 August 15, 2013 and continuing thereafter through August 15, 2014, or unless sooner terminated by the parties as set out in Section 18 below.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" "FEE SCHEDULE" and made a part of this AGREEMENT.

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 this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", "FEE SCHEDULE" unless such additional services are authorized in advance and in writing by the Council or City Manager. 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 EXHIBITS "A".

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to 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.

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 of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by 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 the 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 at all times remain 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, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of 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 officers, employees or agents are in any manner officials, officers, 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, regulations 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 reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent 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.

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

B. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance

complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

C. Commercial General
Automobile Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

D. Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

E. All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City Manager or designee, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager or designee may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Variation. City Manager or designee may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate 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 who 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.

(b) 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.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) 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.

(e) 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", "FEE SCHEDULE" 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 Avenue, Suite 910
Eastvale, CA 91752
Attn: Carol Jacobs, City Manager

To CONSULTANT: University Enterprise Corporation
5500 University Parkway
San Bernardino, CA 92407

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 City 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 or 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, costs 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" are 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 are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

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

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

CITY OF EASTVALE

CONSULTANT:

By _____
Ike Bootsma, Mayor

By _____
Jeff Thompson, Associate Provost
for Academic Research

ATTEST:

Ariel M Hall, Assistant City Clerk

APPROVED AS TO FORM:

John Cavanaugh, City Attorney

SCOPE OF WORK

Inland Empire Small Business Development Center (IESBDC) Services to City of Eastvale

Small business owners need assistance in maintaining and growing their operations. They need access to experience, knowledge, information, and resources. The Inland Empire SBDC will bridge these gaps by offering its services to the City of Eastvale. SBDC clients will receive assistance in developing feasible business plans, accessing available capital, identifying appropriate resources, performing financial analysis, and strengthening their processes. IESBDC is a program of University Enterprises Corporation at CSUSB and Inland Empire Center for Entrepreneurship (IECE).

Small business owners will benefit from SBDC assistance in the following ways:

1. They will receive confidential, no-cost, one-on-one counseling. Business Consultants will work alongside the business owner to identify their project, and help them develop a process or structure to achieve the desired outcome. This may yield a funded loan application, completed marketing plan, or government contract. Economic development from counseling activities may come in the form of increased sales, newly created jobs, retained jobs, or approved funding requests.
2. They will have access to Specialized Consultants.
 - a. Obtaining government contracts is a leading area in which small business owners see an opportunity for expansion. The SBDC's government contracting specialist will assist business owners in getting Certified on the State and Federal level, getting on Approved Vendor lists, locating bid opportunities, and preparing and winning government contracts.
 - b. Managing the finances of a small business plays a large role in its success. Knowing where it stands in regards to its financial performance is key. To assist business owners with getting a clearer understanding of their financials, the SBDC utilizes a QuickBooks ProAdvisor. This specialist travels to various service locations to ensure that all business owners, have the right tools.
3. They will have the opportunity to attend informative, interactive workshops on a wide range of relevant small business topics. At various points throughout the service territory, the SBDC will conduct seminars on topics such as financing, business plan preparation, marketing, financial analysis, taxation (employee and business), and human resources. SBDC workshops are taught by experts in the individual subject matter; these facilitators can also serve as local resources for the small business owner.

Existing Businesses Services

- Intake assessment – gives specific information about how well the business is being managed. Owners respond to questions about organizational form, marketing, production, budgeting, strategic and tactical planning and staff engagement
- Evaluation – in general the evaluation is intended to target items which are highest priority (urgency, size, resources) and the owner(s) desires. It is hoped that the assessment will get owner and SBDC staff in agreement as to priority.
- Scope of Work agreement – signed by both parties that spells out action plan along with expected outcomes that include: job creation/retention, business expansion, additional financing, marketing or business plan development, QuickBooks implementation or pursuit of certification and registration for government contracting opportunities.
- Scheduling of work to be done by both parties with timelines and resource allocation.
- Monitoring of activity by both client and SBDC.
- Reporting on results to interested parties (keeping in accordance with confidentiality requirements).
- Success stories generate to reflect the impact of investments made by City of Eastvale, Small Business Administration and others.
- If client wants to continue services, a new Scope of Work is developed.

Startup Businesses Services

- Initial intake – examination of what prospective business owner has done to date.
- Business Startup Boot Camp – intensive review in classroom format of what it takes to start and operate a successful enterprise.
- Business Feasibility Assessment – rough cut look at whether there exists a ready market for the goods and services being offered at pricing that allow for profit.
- Business Plan (if not in place) Development – work with individual SBDC staff to create a narrative and financial projections that accurately explains the business purpose and operations.
- Scope of Work agreement – signed by both parties that spells out action plan along with expected outcomes that include: job creation/retention, business expansion, additional financing, marketing or business plan development, QuickBooks implementation or pursuit of certification and registration for government contracting opportunities.
- Scheduling of work to be done by both parties with timelines and resource allocation.
- Monitoring of activity by both client and SBDC.
- Reporting on results to interested parties (keeping in accordance with confidentiality requirements).
- Success stories generate to reflect the impact of investments made by City of Eastvale, Small Business Administration and others.
- If client wants to continue services, a new Scope of Work is developed.

Each group would have access to staff via phone, e-mail and in person (by appointment) to respond to specific needs.

Client activity will be tracked using WebCATS (Client Activity Tracking System) which is used to record training taken, counseling sessions, economic impact and certifications achieved.

Service Delivery

- Staffing – This consultation will be provided one (1) day every other week in Eastvale at a site arranged by the City of Eastvale.
- Consulting – IESBDC consultant will conduct one-on-one counseling sessions by appointment and via walk-in when possible.
- Training – IESBDC will deliver one workshop every other month. The topics of workshops shall be mutual agreement with City of Eastvale. Topics may include:
 - Startup
 - Business Plan writing
 - Marketing and advertising
 - Social Media
 - Employer taxes
 - Financing – SBA and non-SBA loans
 - Human resources related topics
 - Government contracting
 - Home-based business
- Resources – assistance with finding the right people, organizations and resources to enable small business success.

Cash Match Requirement for Services

IESBDC is a federally funded program of the US Small Business Administration under a sub-recipient contract with CSU-Fullerton's Auxiliary Service Corporation. As a requirement of the federal funds, the IESBDC is required to secure local investment in the form of Cash Match. Therefore, IESBDC requests an investment of \$10,000 for one year of services as described above.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 14, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: SELECTION OF CONSULTANT FOR DESIGN ENGINEERING SERVICES

RECOMMENDATION: APPROVE THE ATTACHED CONSULTANT AGREEMENT WITH K&A IN THE AMOUNT OF \$73,200 FOR DESIGN ENGINEERING SERVICES

BACKGROUND:

At the November 14, 2012 meeting, the City Council approved a project application for FY 2012/13 Community Development Block Grant (CDBG) funding. At the December 12, 2012 meeting, the City Council adopted a resolution designating the Chandler Street Corridor as a qualifying target area for the purpose of CDBG funding.

DISCUSSION:

The Chandler Street Corridor project will provide new sidewalks on the north side of Chandler Street, ADA ramps and sidewalks on Archibald Avenue and improve Walter Street with new pavement and sidewalks. Public Works staff issued an RFP for professional engineering services to prepare plans, specifications and cost estimates for the improvements to be funded by CDBG grant funding.

A total of seven proposals were received, one being nonresponsive since it did not include a final cost. An evaluation committee of city staff reviewed the proposals. The proposals were rated on the related experience, understanding of the project tasks and qualification of key personnel.

The Fee proposals for the top three rated firms were opened. The ratings for all six firms and fees for the top three firms are as follows:

<u>Firm</u>	<u>Rating</u>	<u>Cost</u>
PENCO Engineering, Inc.	88.50	\$90,910
KOA Corporation	81.75	\$72,210
K&A Engineering, Inc.	81.50	\$63,715
Ludwig Engineering Associates, Inc.	74.50	
Quantum Consulting, Inc.	59.25	
West Site Engineering, Inc.	52.75	

The firm of K & A Engineering is recommended based on their rating and competitive fee. A 15% contingency addition to the cost of \$63,715 is recommended to cover any unknown circumstances. The total cost including the contingency is \$73,200. K & A Engineering is well qualified to perform the work and has done significant work in the Riverside County area. Once the consultant contract is approved, it is expected to take six months to complete the plans and specifications. Thereafter, the project will be advertised for bids and the contract will be awarded for construction by the City Council in spring 2014.

FISCAL IMPACT:

Funding for the projects are as follows: Chandler Street Project No. 91004, are available in account number 25-500-6690; Archibald Ave, Project No. 91003 are available in account number 25-500-6690; Walter Street Project No. 91001, are available in account number 25-510-6668 for design engineering. There is no fiscal impact to the City for design engineering services since CDBG Grant funding will pay for all the costs.

ATTACHMENTS:

1. Professional Services Agreement
2. Consultant Proposal

Prepared by: George Alvarez
Reviewed by: City Manager
City Attorney

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR CONSULTANT SERVICES is made and entered into this July 10, 2013, by and between the City of Eastvale ("City") and K&A ENGINEERING, Inc. ("CONSULTANT").

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 September 1, 2013 and continuing thereafter through June 30, 2014, or unless sooner terminated by the parties as set out in Section 18 below.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES" & "FEE SCHEDULE" and made a part of this AGREEMENT.

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 this AGREEMENT or listed in EXHIBIT "A", "SCOPE OF SERVICES" & "FEE SCHEDULE" unless such additional services are authorized in advance and in writing by the Council or City Manager. 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 EXHIBITS "A".

(b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to 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.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS – CDBG COMPLIANCE

(a) CONSULTANT do hereby acknowledge that this Contract will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

CONSULTANT shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to CITY, the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit and copying at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this AGREEMENT.

CONSULTANT shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. CONSULTANT shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010).

(b) 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 the 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 at all times remain 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, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of 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 officers, employees or agents are in any manner officials, officers, 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, regulations 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 reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent 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.

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

B. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers,

officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

C. Commercial General
Automobile Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

D. Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

E. All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City Manager or designee, Consultant may increase such deductibles or self-insured retentions

with respect to City, its officers, employees, agents, and volunteers. The City Manager or designee may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Variation. City Manager or designee may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate 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 who 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.

(b) 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.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) 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.

(e) 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", "FEE SCHEDULE" 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: Carol Jacobs, City Manager
12363 Limonite Avenue, Ste. 910
Eastvale, CA 91752

To CONSULTANT: _____
357 North Sheridan Street, #117
Corona, CA 92880

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 City 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 or 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, costs 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" are 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 are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

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

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

CITY OF EASTVALE

K&A ENGINEERING, Inc.

By _____
Ike Bootsma, Mayor

By _____

ATTEST:

Ariel M Hall, Assistant City Clerk

APPROVED AS TO FORM:

John Cavanaugh, City Attorney



June 17, 2013

Mr. George Alvarez
City Engineer
CITY OF EASTVALE
12363 Limonite Avenue
Suite 910
Eastvale, CA 91752

Subject: **PROPOSAL FOR PROFESSIONAL CIVIL ENGINEERING & DESIGN SERVICES FOR THE CITY OF EASTVALE**

Dear Mr. Alvarez,

K&A Engineering, Inc. is pleased to submit this proposal for the design of various improvement projects within the City of Eastvale's **Chandler Street Corridor Area** in accordance with the City's RFP dated February 13, 2013. These projects will provide sidewalk and ADA access ramp improvements for Archibald Avenue and Chandler Street and pavement rehabilitation to the west end of Walters Street. We understand that the construction of these projects is funded through the Community Development Block Grant Program (CDBG) funds provided by the State of California Department of Housing and Community Development.

Mr. Larry Stickney P.E., Director of Public Works for K&A Engineering, Inc. will serve as the Project Manager for the duration these projects and will be the contact person during the proposal evaluation period. The additional Key Engineering Staff listed in this Proposal will also remain committed to perform the required tasks throughout the duration of these projects.

K&A Engineering, Inc.
357 N. Sheridan St.
Suite 117
Corona, CA 92880

Mr. Larry Stickney, P.E.
Tel (951) 279-2800 ext 131
Fax (951) 279-4380
E-Mail: larrys@kaengineering.com

K&A Engineering, Inc. is committed to providing our clients with the highest quality engineering and surveying services available and to provide timely and responsive services in order to meet your goals for these important projects. We look forward to growing our relationship with you and to contribute in making this project a success for the City of Eastvale.

We acknowledge receipt of the updated RFP for Professional Civil Engineering & Design Services released on May 31, 2013.

We are available to meet with you, at your convenience, to discuss this proposal and answer any questions you may have.

This proposal shall remain valid for a period of not less than 90 calendar days from the date on the top of this cover letter.

Sincerely,
K&A Engineering, Inc.

Keith Osborn, P.E.
Principal

PROPOSAL FOR PROFESSIONAL CIVIL ENGINEERING & DESIGN SERVICES FOR THE CITY OF EASTVALE

I. ORGANIZATION AND CREDENTIALS

COMPANY BACKGROUND

K&A Engineering, Inc. was formed in March of 1998. The two company principals, Keith Osborn and Amir Fallahi, are registered professional engineers in the state of California and together bring over 65 years of professional civil engineering experience.

K&A Engineering, Inc. is located in Corona California and has assembled a highly qualified team of approximately 20 professional, technical, and support staff in order to provide timely and responsive service to our Clients. We believe that each project offers a unique set of challenges and we structure our teams at the outset to best meet the needs of our Clients. Our approach is to maintain the structure of these teams throughout the project so that all members are familiar with the various aspects of the project. We believe that frequent communication with our Clients along with the other team members is the cornerstone of our success.

K&A Engineering, Inc. has in-house Land Surveying and Mapping capabilities. Our field survey crews and office staff are technically capable and experienced in providing our Client's surveying needs in a timely and professional manner. We have five real time GPS units and three robotic total stations which utilize the industry standard TDS and Trimble interface packages. In addition to our field capabilities, the K&A Survey Department has an equally proficient mapping section with experience in preparing and processing legal descriptions, plats, and right-of-way documents for Clients within the public and private sectors throughout Southern California.

K&A Engineering, Inc. maintains E & O Professional Liability Insurance, general liability, and workers compensation and employers liability insurance. Our insurance carrier is St. Paul Travelers. A copy of our certificate of insurance can be provided upon request.

TYPES OF PROJECTS

K&A Engineering, Inc. has a broad base of experience in Public Works Civil Engineering and Surveying projects. We have an excellent history of providing these services to City, County, and Utility Agency clients in a cost effective and timely manner.

Examples of these services include:

- Street and Utility Alignment Studies
- Drainage Master Planning
- Water Quality Management Plans
- Flood Plain Analysis
- FEMA CLOMR LOMR Submittals
- Drainage Detention Facilities
- Water and Sewer Master Planning
- ADA Access Design
- LAFCO Submittals
- Topographic Surveys
- Design Surveys
- Boundary Surveys
- Right of Way Documents
- ALTA Surveys

- Street Improvement Plans
- Sewer Improvement Plans
- Water Improvement Plans
- Storm Drain Improvement Plans
- Recycled Water Improvement Plans
- Grading Plans
- Erosion Control Plans
- Feasibility Studies
- Cost Estimates
- Construction Support Services
- Construction Staking
- Certificates of Compliance
- Stormwater Pollution Prevention Plans, SWPPP

KEY ENGINEERING STAFF

Key Engineering Staff at K & A Engineering, Inc. to be assigned to the project includes:

- Keith Osborn, P.E., California RCE #36996 – BS Civil Engineering – Principal in Charge, with 32 years of experience.
- Larry Stickney, P.E., California RCE #29727 – BS Civil Engineering – Director of Public Works, with 38 years of experience, will serve as Project Manager and will oversee the design and preparation of the PS&E documents.
- Don Bergh, P.E., California RCE #28949 – BS Civil Engineering – Vice President, Director of Drainage, with 37 years of experience, will serve as Project Manager for the preparation of any drainage design, WQMP preparation, and SWPPP reports.
- James Bolton (California RCE #30236) – BS Civil Engineering – Sr. Project Manager, with 36 years of experience, will oversee the engineering quality control process.
- William Knight (California LS #6810) – IUOE/So Cal JAC (Surveying) – Director of Survey, with 25 years of experience, will direct the design surveys and mapping services.

RELEVANT PROJECTS

The following is a representative list of our recent projects that compare to the Chandler Street Corridor Area projects:

1. Horsethief Canyon Road Pavement Resurfacing Project - County of Riverside Transportation
2. Knabe Road Pavement Resurfacing Project - County of Riverside Transportation
3. Masters Drive Road Alignment Study & Street Design - City of Corona
4. Newport Road / Berea Road Street Improvements - County of Riverside Transportation
5. Overlook Addition Street Improvement Project - City of Corona
6. Sampson Avenue Pavement Rehabilitation Project - City of Corona
7. Major Pavement Rehabilitation Project – City of Corona
8. 4th Street Waterline Project & Pavement Resurfacing – City of Ontario
9. Safe Route to Schools Street Project – City of Corona
10. Auburndale Clubhouse Access Ramp - City of Corona Parks Department

Additional details for these projects can be found under the Relevant Experience tab.

II. WORK PLAN AND SCHEDULE

A. Scope of Services

K&A Engineering, Inc. (K&A) shall perform civil engineering design services which will result in construction contract documents (plans, specifications and cost estimates) for various projects on an as-needed basis. K&A shall provide a detailed schedule of the assigned project upon issuance of Notice to Proceed of that particular project.

K&A Engineering, Inc. shall also provide all field survey work required to complete the designs.

K&A Engineering, Inc. services shall include, but are not limited to, the following:

1. Research existing records of the City of Eastvale, County of Riverside, utility companies and other agencies and coordinate the proposed improvements with existing field conditions.
2. K&A shall conduct right-of-way research to verify that proposed improvements are within public right-of-way.
3. K&A shall provide construction surveys as needed, as described below, for design surveys and construction staking as required by the City.
 - a. Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City & County of Riverside guidelines and in Computer Aided Design and Drafting (CADD) format.
 - b. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
 - c. All survey data collected for the projects shall become property of the City upon completion of the project.
 - d. Informal field investigations including marking of removal areas may be required for some of the sidewalk, curb and gutter, and pavement replacement projects.
4. Complete the design of projects including plans, specifications, and engineer's construction cost estimate. K&A shall contact manufactures and/or contractors to verify the engineer's estimate prior to submitting to the City. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to K&A.
5. All preliminary and bid sets of plans shall be plotted on bond or velum using the CADD program. All drawings shall be completed per the County of Riverside, "Improvement Plan Check – Policies & Guidelines."
6. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by a K&A Engineering, Inc. licensed professional engineer in responsible-charge of the project. These signed originals will then become the property of the City.
7. K&A shall provide support services during the bidding and construction phases of the projects, including:
 - a. Respond to bidder inquiries during the bidding process, including preparation of any addenda.
 - b. Upon award of the construction contract, K&A shall attend the pre-construction meeting.

- c. Review and approve all submittals and shop plan drawings required supporting the construction contract. K&A shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
 - d. Respond to written Requests for Information (RFI) to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.
 - e. Provide periodic field reviews and bring to the attention of the City of Eastvale any defects or deficiencies in the work by the construction contractor which K&A may observe. K&A Engineering, Inc. shall have no authority to issue instruction on behalf of the City of Eastvale, or to deputize another to do so.
8. Upon the completion of construction, record drawings shall be submitted to the City. K&A shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of record drawing mylars shall be submitted to the City with an electronic copy (in CADD and pdf formats) of the final "As-Built" Drawings via CD or e-mail.
 9. K&A Engineering, Inc. shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants. Incomplete (not meeting targeted completion) or poor quality work will not be accepted. K&A will need to revise the documents within a revised schedule set by the City, which may require overtime. No additional regular or overtime hours shall be approved for the required revisions.
 10. Attend meetings with the City staff as required.
 11. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. K&A shall be the liaison with affected agencies.
 12. K&A shall be responsible for the reviewing and approving addenda and clarifications to plans and specifications.

B. General Requirements

1. All work shall be performed in conformance with the latest City of Eastvale policies and procedures, and Riverside County Transportation Department Standards.
2. K&A Engineering, Inc. shall carry out the instructions received from the City of Eastvale and shall cooperate with the City of Eastvale and other involved agencies.
3. K&A has total responsibility for the accuracy and completeness of all documents and plans prepared and shall check all such materials accordingly. The plans will be reviewed by the City of Eastvale for conformity with the requirements of the Agreement. Reviews by the City of Eastvale do NOT include detailed review or checking of design or the accuracy with which such designs are depicted in the documents and the plans. The responsibility for accuracy and completeness of such items remains solely that of K&A.
4. The documents and plans furnished under the Agreement shall be of a quality acceptable to the City of Eastvale. The criteria for acceptance shall be a product of neat appearance, well organized, technically & grammatically correct, checked, & dated and having the maker and checker identified.

5. K&A Engineering, Inc. shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The quality control plan shall establish a process which includes checking procedures for PS&E preparations, an independent constructability review, correcting and back checking procedures, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files. The City of Eastvale reserves the right to request proof of said documentation.
6. K&A's work will be subject to inspections by representatives of the City of Eastvale.

C. Technical Work Plan

1. Improvement Plans – Once the design survey work is complete, K&A Engineering Inc. will prepare Improvement Plans using the base drawings (including a screened aerial photo image) and updated with the latest information obtained from our field verification and utility research. The Improvement Plans will be prepared using AutoCAD-release 2009 (unless the City requests an earlier release) at 40-scale with a “double plan view” on each sheet, no profile. The plans will delineate the areas of different construction conditions and their respective improvement details. The Improvement Plans will also include disposition notes (protect in place, remove, or relocate) for existing improvements, such as mail boxes, valve boxes, utility poles and other facilities within the improvement areas. Any required access ramps will be designed per the current ADA requirements.
2. Specifications - We understand the City will provide the front end ‘boiler plate’ specifications and the City Standard Plans. K&A Engineering, Inc. will prepare the Special Provisions sections of the Specifications which will include the street and sidewalk improvement work. The Specification package will be prepared in MS Word format for inclusion in the project's construction document package. We will utilize the “Standard Specifications for Public Works Construction” (the Green Book).
3. Cost Estimates - K&A Engineering, Inc. will prepare a detailed quantity and cost estimate and the Bid Schedule for the project.
4. Submittals and Plan Reviews - K&A Engineering, Inc. will provide for submittal of the Improvement Plans, Specification, and Estimates (PS&E) for review at the 65%, 95%, 100%, and final bid ready completion stages.
5. Storm Water Pollution Prevention Plan (SWPPP) – Although not specifically mentioned in the RFP, K&A Engineering, Inc. is experienced in providing SWPPP documents in support Public Works construction activities. The document can be prepared as a ‘complete’ report to be included with the construction contract documents or as a template for the contractor to complete. Whichever program works best for the City.

In either case the work includes establishing a project account on the State Water Board's ‘Storm Water Multi Application and Report Tracking System’ (SMARTS) for the project. This effort also includes completing the electronic NOI and the Signed Certification Statement, indicating the designation of the Legal Responsible Person (LRP) and the Data Submitters (DS) along with the following information:

- Prepare Site Map in conformance with State Water Board requirements.
- Prepare project site risk analysis in conformance with State Water Board Standards.
- Prepare one site specific Storm Water Pollution Prevention Plan (SWPPP) report, designed to meet project requirements based upon the project's risk analysis.
- Electronically file the Site Map, the Site Risk Analysis and the SWPPP to complete Project Registration Documents and determine annual fee amount.

- Review project account site on SMARTS to confirm completion of submittal requirements and receipt of WDID number.

D. Preliminary Site Analysis

The RFP identifies three project areas within the Chandler Street Corridor Area.

1. Walters Street – From Hall Avenue to the Cucamonga Creek Channel – Pavement restoration and sidewalks.
2. Archibald Avenue – At Chandler Street (from the drainage channel) – Sidewalk and access ramps.
3. Chandler Street – From Archibald Avenue to Hellman Avenue – Sidewalk.

We have performed an initial site review and have developed a preliminary analysis of the design issues for each of these project areas.

1. Walters Street
 - a. The at-grade access to the Cucamonga Creek Channel right-of way shall be maintained.
 - b. The existing buried drainage inlet on Walters Street will be recovered and designed into the new street grades to provide adequate drainage.
 - c. There does not appear to be adequate right-of-way for the street to end with a standard cul-de-sac bulb. The street will dead end at the Channel.
 - d. The pavement structural section for the new asphalt concrete pavement will be determined from existing pavement sections within the area.
 - e. Sidewalk will be included on both sides of Walters Street to Hall Avenue.
 - f. New driveway approaches may be provided for the properties fronting this part of the street.
2. Archibald Avenue
 - a. A new sidewalk along Archibald will connect to the existing concrete sidewalk at the drainage channel.
 - b. A new access ramp may be provided at the intersection of Archibald Avenue and Chandler Street. The ramp will be designed to the latest ADA requirements.
 - c. New driveway approaches will be provided only at the locations of existing driveways for the three properties fronting this part of the Archibald Avenue.
3. Chandler Street
 - a. The new sidewalk along Chandler Street will extend from Archibald Avenue to approximately 950 feet east of Hellman Avenue.
 - b. New driveway approaches may be provided for the properties fronting this part of the street.
 - c. The existing parkway area between Selby Avenue and Hall Avenue contains drainage swales and culverts at the driveway locations, making sidewalk construction challenging. However, our initial review has determined the these swales and culverts can be eliminated by designing the intersection at Selby Avenue and Chandler Street to direct the drainage coming from the east into Chandler Street and prevent any drainage from getting behind the existing AC berm, thus eliminating the need for the swales and culverts.

E. Water Quality Management Plan

Although not specifically mentioned in the RFP, it seems like these days, all of our engineering projects are becoming more and more regulated by the State Water Quality Control Board regarding stormwater runoff and for providing adequate treatment facilities. It looks like all of the projects within the Chandler Street Corridor Area can be considered ‘Transportation Projects’. There are separate provisions in the MS4 Permit that govern Transportation Projects.

The County of Riverside has developed the following guidance document, “*Low Impact Development: Guidance and Standards for Transportation Projects*” for the Santa Ana Region MS4 Permit Provisions. The initial step in the process is to determine the Project Category for the projects and the applicability to the Permit Provisions. Certain Project Categories are considered exempt from the LID and Source Control implementations requirements. While we can provide recommendations on the Project Category, the City, as the Project Owner, has to make the final determination. In addition, the funding source for these projects, CDBG funds, may have requirements that affect what project features or BMPs may be implemented. We may need to review the CDBG documentation.

Once this determination is made, K&A Engineering, Inc. can prepare the appropriate documentation to comply with the permit provisions.

F. Right-of-Way

All of the proposed improvements appear to be able to be designed and constructed within the existing street rights-of-way. We do not anticipate any right-of-way acquisitions for these projects.

G. Schedule

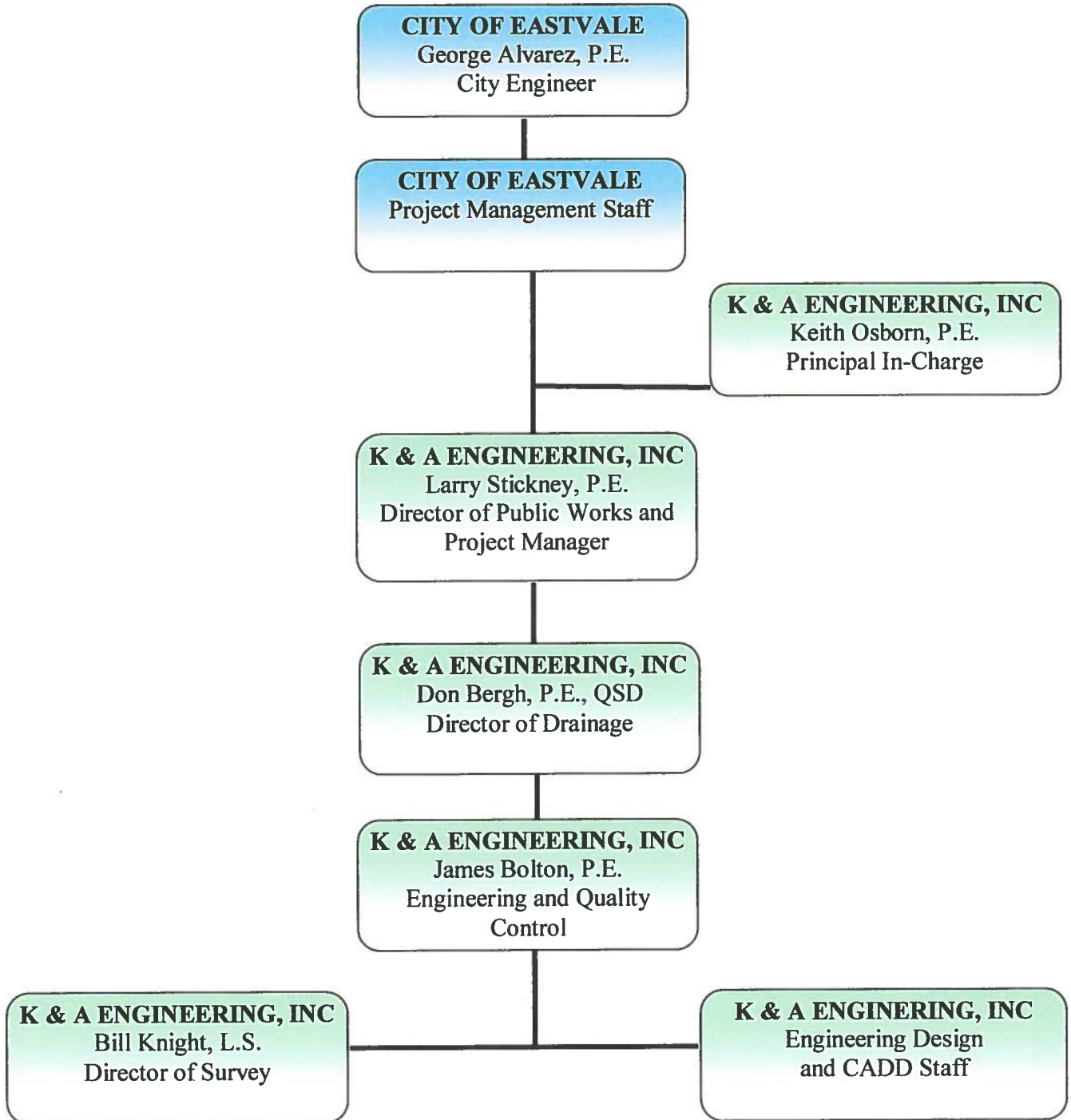
A typical schedule for these types of projects would be as follows:

- a. Kickoff Meeting and Project Research – 2 weeks
- b. Design Survey – 2 weeks
- c. Base Mapping – 1 week
- d. Preliminary Design – 2 weeks
- e. City Review of Preliminary Design – 2 weeks
- f. Submittal of First Plan Check – 3 weeks
- g. Plan Check Process to Plan Approval – 8 weeks

This is a total of 20 weeks, 5 months. This schedule is a guideline and can be adjusted to meet the City’s requirements.

III. STAFFING

PROJECT ORGANIZATION CHART



K&A ENGINEERING, INC. KEY STAFF

Keith Osborn, P.E. – President

Mr. Osborn has over 32 years of experience in civil engineering design and survey mapping on a wide variety of Public Works infrastructure and land development projects. As Principal of K&A Engineering, Inc., Mr. Osborn supervises the project management team and maintains quality control for our Clients. Mr. Osborn directs engineers, designers and surveyors to achieve project approvals from applicable governmental agencies.

Mr. Osborn is a registered Civil Engineer in California.

Larry Stickney, P.E. – Director of Public Works

Mr. Larry Stickney, Director of Public Works for K&A Engineering, Inc. will serve as the Project Manager for this contract and will be the point of contact for the projects.

Mr. Stickney is a Registered Civil Engineer in California and is a graduate in Civil Engineering from California State University at Fullerton. Mr. Stickney has over 38 years of experience in Municipal and Consulting Civil Engineering in Southern California. Mr. Stickney has served on staff with 4 municipalities with a variety of responsibilities ranging from staff support to Deputy Director of Public Works for the Cities of Orange, Seal Beach, Chino, and Corona. Mr. Stickney's duties have included direct Project Management responsibilities for Capital Improvement Projects of a broad range of projects, including Street Improvements.

Don Bergh, P.E. - Vice President - Director Of Drainage

Mr. Bergh is a Registered Civil Engineer in California and is a graduate in Civil Engineering from California State Polytechnic University at Pomona. He has over 36 years of experience in engineering management and design on a variety of Public Works projects. His experience includes serving as Deputy City Engineer for the cities of Moreno Valley, Twenty-nine Palms and Coachella, as well as design, project management, plan checking and construction management services. He also served as Flood Control engineer for the City of Hemet and managed the development review and inspection service for 16 agencies in Southern California on a consultant basis.

As Vice President/Director of Drainage, he supervises the Drainage Department for the company and provides general oversight of all complex drainage designs and regularly trains K&A Engineering staff.

James Bolton, P.E. – Sr. Project Manager

Mr. Bolton is a Registered Civil Engineer in California and a graduate of California State University at Long Beach and has over 36 years of civil engineering experience, he will serve as the firm's quality assurance/quality control coordinator. He will schedule resources to accomplish the relevant tasks and ensure that company and City policies, standards and guidelines are met. Mr. Bolton will also review the proposed deliverables for compliance with their intended purposes, completeness and accuracy. His most recent and relevant experience includes the pavement rehabilitation projects for the City of Corona. His experience also includes the construction of Newport Road and Goetz Road for the County of Riverside, now within the City of Menifee.

William Knight, L.S. – Director of Surveying

Mr. Knight has over 23 years of experience in land surveying. He served as staff surveyor for a large Southern California Civil Engineering Company, owned his own Surveying business, served as the City Surveyor for Culver City, and for the last seven years he has worked as the Director of Surveying managing Surveying Services for K&A Engineering, Inc.

Mr. Knight is a Licensed Land Surveyor in California.

More detailed employee resumes can be provided upon request.

IV. SUB-CONSULTANTS

We do not anticipate the need for any subconsultants for these projects at this time. However, if the need arises in the future for any specialty design services, we can recommend and coordinate those efforts with the City.

REQUIRED STATEMENTS PER THE RFP

- A. The City's Request for Proposal (RFP), dated February 13, 2013 shall be incorporated in its entirety as a part of this Proposal.
- B. Keith Osborn and Amir Fallahi, as Principals of K&A Engineering, Inc., have the full authority to bind the company to this proposal.
- C. Keith Osborn, hereby declares that this proposal is, in all respects, fair and in good faith without collusion or fraud.
- D. K&A Engineering, Inc. Scope of Work and the associated fees described in this Proposal are in accordance with the City's RFP except as noted in the section heading "Additions or Exceptions to the City's Request for Proposal".
- E. A single and separate section with the heading "Additions or Exceptions to the City's Request for Proposal" containing a complete and detailed description of all the exception to the provisions and conditions of this Request for Proposal upon which this Proposal is contingent and which shall take precedent over the RFP is included in this Proposal.
- F. K&A Engineering, Inc. has provided a complete list of sub-consultants for this project.
- G. K&A Engineering, Inc. acknowledges and understands that we will not be allowed to add or change any sub-consultants without written authorization from the City.
- H. K&A Engineering, Inc. will serve as the administrative liaison between the City and any sub-consultants.
- I. The mark-up for the fees from sub-consultants shall not exceed 10%.
- J. The City reserves the right to delay scheduled dates if it is to the advantage of the City.
- K. K&A Engineering, Inc. hereby states that we will comply with all applicable federal, state, and local regulations, building codes, and contract provisions.
- L. K&A Engineering, Inc. has provided our hourly billing rate schedule as part the attached Fee Schedule. We understand that the Fee Schedule is part of our Proposal for use in invoicing for monthly progress payments.
- M. K&A Engineering, Inc. shall submit a monthly invoice to the City for the service rendered in that month. The invoice shall include a detailed breakdown of the services, project title and limits, the tasks, the hours, and the unit costs or the hourly rates or percentage complete. Monthly payments will be made for work completed during the preceding month, except that no more than 85 percent of the total contract price shall be paid until the work is considered by the City to be 100 percent complete.
- N. K&A Engineering, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- O. K&A Engineering, Inc. shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions", "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

CERTIFICATION OF NON-DISCRIMINATION BY CONSULTANTS

As suppliers of goods or services to the City of Eastvale, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

WE AGREE SPECIFICALLY:

1. To take affirmative steps to hire minority employees with the company.
2. To establish or observe employment policies within affirmative promotion opportunities for minority persons at all job levels.
3. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those servicing minority communities, and to the minority communities at large.

FIRM K&A Engineering, Inc.

TITLE OF PERSON
SIGNING Keith Osborn, P.E., Principal

SIGNATURE _____

DATE June 17, 2013

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

None. _____

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

The following is a complete and detailed description of all the exceptions to the provisions and conditions of the City of Eastvale's Request for Proposal, upon which this Proposal is contingent and which shall take precedent over the RFP.

1. All fees required by the City, County, State, or any other agency shall be included in the Reimbursables line item of the Fee Schedule.
2. We understand that the City does not desire 'R' value testing of the existing sub-grade material or new pavement thickness design calculations for this project. The pavement thickness design is to be based on an established minimum pavement thickness and existing pavement sections on adjacent streets.
3. Regarding the design surveys required for these projects, the RFP states that "All survey field notes shall be on forms provided by the City, shall be neatly completed in pencil, and shall become property of the City upon completion of the project". The current industry standard is to collect design survey data electronically and to provide computer plots of the survey data as part of the project's base mapping.
4. No potholing of the existing utilities is required at this time.
5. We have assumed that the City will make available the various reports, improvement plans, and GIS files (& data) on file at the City that may be required for this design at no cost to the Consultant.
6. All proposed street improvements will be designed to fall within existing street rights-of-way. No property acquisitions are anticipated.
7. If required, the City of Eastvale will exercise its authority to dictate that the utility companies design and relocate their facilities when in conflict with the proposed street improvements. It is assumed that K&A Engineering, Inc. will not provide for the design for relocating or replacing any dry utility (i.e., electric, gas, telephone and CATV, etc).
8. It is assumed that Construction Zone Traffic Control will be provided by use of the traffic control requirements of the 2010 California MUTCD, if required.
9. Services not identified in the Contract documents requested by the City of Eastvale shall be considered as additional services. These services may be provided on a time and materials basis, based upon the enclosed Fee Schedule or on a Fixed Fee basis, at the direction and written authorization by the City.

CLIENT REFERENCES

The Principals and Management of K&A Engineering, Inc. have committed themselves to establishing and maintaining good working relationships with their public sector Clients. The following is a brief list of the public agencies and districts that K&A Engineering, Inc. have contracted with for recent and on-going civil engineering and surveying services:

**City of Corona
Public Works Department**
Mr. Kip Field
Director of Public Works
(951) 736-2236
400 S. Vicentia Avenue
Corona, CA 92882

**City of Corona
Department of Water and Power**
Mr. Jonathan Daly
General Manager
(951) 736-2477
755 Corporation Yard Way
Corona, CA 92880

**City of Corona
Public Works Department**
Mr. Nelson Nelson
City Engineer
(951) 817-5765
400 S. Vicentia Avenue
Corona, CA 92882

**City of Ontario
Engineering Department**
Mr. Tim Mim Mack
Principal Engineer
(909) 395-2112
303 East B Street
Ontario, CA 91764

Eastern Municipal Water District – (EMWD)
Mr. Joe Mouawad
Director of Engineering
(951) 928-3777 x4463
2270 Trumble Road
Perris, CA 92572

**City of Pomona
Public Works Department**
Ms. Ati Eskandari
City Engineer
(909) 620-2440
505 South Garey Avenue
Pomona, CA 91769

**Riverside County Flood Control & Water
Conservation District (RCFC&WCD)**
Mr. Robert J. Cullen
Senior Civil Engineer
(951) 955-1214
1995 Market Street
Riverside, CA 92501

**County of Riverside – Transportation & Land
Management Agency (TLMA)**
Ms. Farah Khorashadi
Engineering Division Manager
(951) 955-2091
4080 Lemon St., 8th Floor
Riverside, CA 92501

**City of Perris / San Jacinto / Canyon Lake
Engineering Department**
Mr. Habib M. Motlagh
City Engineer
(951) 943-6504
170-D Wilkerson Avenue
Perris, CA 92570

**County of Riverside – Transportation & Land
Management Agency (TLMA)**
Mr. Khalid Nasim
Engineering Division Manager
(951) 955-3337
3525 14th Street
Riverside, CA 92501

RELEVANT EXPERIENCE

1. HORSETHIEF CANYON ROAD PAVEMENT RESURFACING PROJECT - County of Riverside Transportation

Under contract with the County of Riverside Transportation Department, K&A Engineering, Inc. prepared improvement plans for the resurfacing of Horsethief Canyon Road in unincorporated Riverside County, from Temescal Canyon Road to Placid Hill Drive (1 ¼ mile).

The project area is a part of Horsethief Canyon Ranch, a planned community, in the Temescal Canyon area. Horsethief Canyon Road serves as the major access for this large residential community with a population of 8,000.



K&A Engineering, Inc. prepared the improvement plans for the project and the County performed the Geotechnical Engineering services.

Construction was completed in November 2012 within budget, at a cost of \$1,350,000.

2. KNABE ROAD PAVEMENT RESURFACING PROJECT (County of Riverside Transportation)



Under contract with the County of Riverside Transportation Department, K&A Engineering, Inc. prepared improvement plans for the resurfacing of Knabe Road in unincorporated Riverside County in the Temescal Canyon area, from Clay Canyon Drive to Forest Boundary Road, (1 ¼ mile).

The project area includes portions of the Wild Rose and

Trilogy planned communities. K&A Engineering, Inc. prepared the improvement plans for the street improvements and the County performed the Geotechnical Engineering services.

Construction was completed in December 2012 within budget, at a cost of \$1,050,000.



3. MASTERS DRIVE ROAD ALIGNMENT STUDY & STREET DESIGN - City of Corona

The City of Corona's circulation element required the construction of a new collector road, Masters Drive, to connect two key development areas in south Corona; Eagle Glen and the "Overlook" area. K&A Engineering, Inc. prepared the Street Alignment Studies to locate this new roadway for the City of Corona.

K&A Engineering, Inc. prepared preliminary street alignment studies, alternative evaluations, cost estimates and assisted the City in the public hearing process. Upon selection of the final alignment, K&A Engineering, Inc. prepared the final street alignment exhibits and prepared legal descriptions and plats for right-of-way acquisitions over eleven parcels for the new roadway.

K&A Engineering, Inc. also prepared the improvement plans for the construction of the new roadway pavement, sidewalk, curb and gutter, and striping.



4. NEWPORT ROAD / BEREA ROAD - STREET IMPROVEMENTS - County of Riverside Transportation



The County of Riverside Transportation Department contracted with K&A Engineering, Inc. to prepare the improvement plans for the completion of Newport Road from Murrieta Road to Goetz Road. This 2 mile section of Arterial Highway was the critical missing link for traffic circulation in the Menifee/Canyon Lake area of Riverside County.

K&A Engineering, Inc. was responsible for defining the improvements required to open the roadway to traffic, designing the improvements, and preparing the improvement plans. The design included AC pavement, AC overlays, sidewalks, curb and gutter, traffic striping and signage, catch basins and an extensive storm pipe system, as well as many incidental improvements.

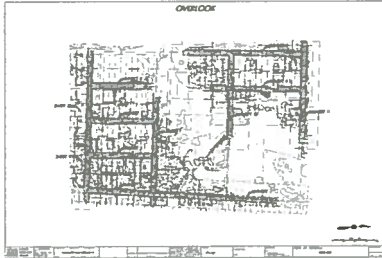
K&A Survey Crews provided the design survey for the project and also prepared 22 legal descriptions for Easements for access, improvements, and maintenance areas at the request of the County.

The County of Riverside placed the project on a "fast track" and K&A Engineering completed and delivered the project design on schedule.



5. OVERLOOK ADDITION STREET IMPROVEMENT PROJECT - City of Corona

The Overlook Addition area of the City of Corona is a residential subdivision created in the 1920's without the benefit of street improvements or utilities. Very little development occurred in the area until the late 1900's when a number of custom and prefabricated homes were constructed which were served by graded, unpaved streets. The City initiated a project to pave the Overlook Addition streets and contracted with K&A Engineering, Inc. to study the area and prepare street improvement plans.

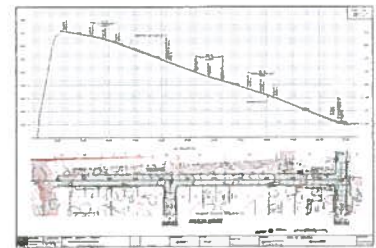


K&A Engineering, Inc. Survey Department set targets for and obtained Aerial Topography of the area. K&A also performed a field survey of the existing street centerlines, obtained the relevant record maps, prepared a "paper boundary", and created a base map of the area. With this information K&A Engineering, Inc. Staff studied the area, and presented recommendations to City Staff. It was determined that Improvement plans would be prepared for about 1 ¼ miles of streets in the Overlook Addition Tract.

K&A Engineering's prepared preliminary Improvement Plans (plan and profile) for the 9,100-feet of streets designated for improvement. The Improvement Plans were prepared without standard curb and gutters. Care was taken to maintain the existing drainage patterns in order to avoid the need for an underground storm drain system. The streets were also designed with the goal to minimize the following:

- the need to relocate underground utility lines
- the disruption to the existing residents' driveway access
- the impacts to residents' private improvements

The resulting street design required a reduced vehicle design speed, tilted street sections, and paved shoulders, where possible, for homeowner parking. K&A also designed a unique solution for Water Quality Control.



6. SAMPSON AVENUE PAVEMENT REHABILITATION PROJECT - City of Corona

Sampson Avenue is a 2 ½ mile segment of industrial/commercial Collector Street in the City of Corona that was built over many years. Much of the street had fallen into disrepair due to a combination of issues such as increased traffic loading, substandard construction, and deferred maintenance. The City of Corona contracted with K&A Engineering, Inc to prepare a Pavement Study, provide Pavement Repair Recommendations, and prepare Street Improvement plans for the rehabilitation of Sampson Avenue.



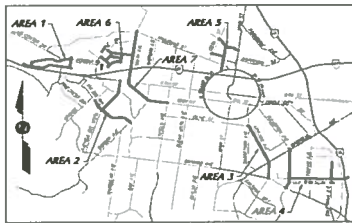
K&A Engineering, Inc. prepared a Pavement Study to determine pavement rehabilitation alternatives. The Study included researching City records for the as-built information and obtaining pavement core samples required to determine the existing street structural section and the subgrade information. K&A Engineering, Inc. then generated a list of 12 different pavement rehabilitation strategies, and provided preliminary cost comparisons of the different approaches. And finally, K&A Engineering's provided

recommendations to the City of Corona Public Works Department that included three different strategies that provided a 20-year pavement design life for the 2 ½ mile long project, Slurry Seal, Mill & Fill, and Full Depth Rehabilitation (FDR) with cement stabilization.

K&A Engineering prepared improvement plans implementing the recommendations of the pavement study. The plans also included the repair of damaged curb and gutter, cross gutters, driveway approaches, curb ramps, and traffic detection loops. Traffic Striping plans were also prepared by K&A Engineering for the project.



7. 2007/2008 MAJOR PAVEMENT REHABILITATION PROJECT – City of Corona



K&A Engineering, Inc. prepared the design of a \$1,600,000.00 pavement rehabilitation project for the City of Corona. The project consisted of providing improvement plans for 52,000 feet of City streets composed of 20 street segments that made up seven different project areas. The plans included the repair of damaged: curb and gutter, cross gutters, driveway approaches, sidewalks and curb ramps. Signing and striping plans were also prepared for each street segment.

The Signing and Striping plans included Class 2 and Class 3 Bicycle Lanes design. Separate bid schedules and costs estimates were also prepared for each street segment. Under this plan the City was able to bid the project and then select those streets that would meet the available funds after bids were received. Pavement rehabilitation techniques consisted of: grinding and overlays of asphalt concrete, treatments of rubberized slurry seal, crack sealing, and grinding and overlay with rubberized asphalt concrete.

8. 4TH STREET WATERLINE PROJECT & PAVEMENT RESURFACING – City of Ontario

The Fourth Street Pipeline Replacement Project located in the City of Ontario provided for the replacement of approximately 1,600 feet of 12” CML&C Waterline in 4th Street between Vine Avenue and Euclid Avenue and the resurfacing of the existing street. The project fronted a Jr. High School, a High School, the School District main office, and existing homes. The waterline was required to cross Euclid Avenue, State Highway 83. Also included in the project were the replacement of water service laterals, fire hydrants, and 7 “tie-ins” to the City’s existing Water System. K&A Engineering, Inc. performed the design survey, pipeline alignment study, the improvement plans, and coordination with Caltrans for an Encroachment Permit.



K&A Engineering, Inc. provided design surveying, prepared improvement plans and specifications for the City of Ontario Engineering Department for the design of the 12” CML&C Waterline, improvement plans for the construction of the full street Asphalt Rubber Hot Mix (ARHM) pavement overlay, and the design of Traffic Striping.

In addition, Traffic Control Plans for the “open-cut” crossing of the Caltrans Right-of-Way and a Phased Detour Plan that provided for closing of 4th Street during pipeline construction which minimized the impacts to the Schools and the neighborhood were prepared.

K&A Engineering also processed the project with CalTrans District 8 to obtain plan approval and permits for work within and crossing of Euclid Avenue, State Route 83

9. 2009 SAFE ROUTE TO SCHOOLS STREET PROJECT – City of Corona

K&A Engineering, Inc. prepared the design of this pavement rehabilitation project for the City of Corona Public Works Department in advance of a follow-up City project to install new traffic signals and pedestrian warning devices proposed as part of the Safe Route to Schools Program.

K&A Engineering, Inc. prepared street improvement plans for more than 5 ½ miles of City streets which was composed of 6 street segments. The plans included pavement repair, resurfacing, and traffic striping for existing City Streets. Pavement rehabilitation techniques included removing and replacing failed trench sections and failed pavement areas by:

- Grinding existing AC and installing new asphalt concrete
- Crack Sealing
- Construction of Micro Surfacing
- Construction of Rubberized Slurry Seal

The Design also called for the repair of the damaged curb and gutter, cross gutters, and driveway approaches, and upgrading existing curb ramps to conform to ADA standards. Separate signing and striping plans were prepared for each street segment including Class 2 and Class 3 Bicycle Lanes design. K&A Engineering, Inc. also prepared the project bid schedule and costs estimate.

10. AUBURNDALE CLUBHOUSE ACCESS RAMP - City of Corona Parks Department

K&A Engineering, Inc. performed the Planning and Design for the City of Corona Parks and Community Services Department to construct an ADA access ramp to serve the City's Auburndale Clubhouse Facility. This facility was originally constructed in the early 1970's without proper ADA access. K&A performed a design survey of the existing site, prepared a study of several alternative ramp alignments and finally prepared ramp improvement plans of the selected alternative alignment.



K&A Engineering, Inc. also provided construction support services on an “on-call” basis.



ENGINEERING
LAND PLANNING
SURVEYING

July 10, 2013

Mr. George Alvarez
City Engineer
CITY OF EASTVALE
12363 Limonite Avenue
Suite 910
Eastvale, CA 91752

Subject: **FEE PROPOSAL FOR PROFESSIONAL CIVIL ENGINEERING & DESIGN SERVICES FOR THE CITY OF EASTVALE**

Dear Mr. Alvarez,

The proposed services as identified above will be provided for engineering fees which will be based upon the hours spent on the project, billed at the hourly rates listed on the attached rate schedule. For budget purposes, we estimate the fees for these services to be in the amounts shown below, not to be exceeded unless authorized in writing by the City of Eastvale.

Basic Services

1.	Project Startup	\$ 960
2.	Utility Research	\$ 480
3.	Base Map	\$ 3,160
4.	Field Topo Survey	\$ 9,075
5.	Preliminary Engineering Design	\$ 8,700
7.	Plan Preparation	\$20,360
8.	Eng. Quantity and Cost Estimate	\$ 2,240
9.	Construction Specifications & Bid Documents	\$ 3,360
10.	Plan Interpretation and Bidding Assistance	\$ 1,260
11.	Construction Support	\$ 4,060
12.	Construction Staking	\$ 6,480
13.	As-Builts	\$ 1,580
13.	Reimbursables	\$ 2,000
* Budget		

Total Basic Services: \$ 63,715

The estimate of fees and schedule listed above is based on the assumption that the City will make available its various databases (i.e. Computerized Base map, street plans, lot, right-of-way, etc.) available to K&A Engineering, Inc.

We sincerely appreciate this opportunity to work with City of Eastvale staff and assisting you in the completion of this important project.

I look forward to meeting with you, at your convenience, to discuss this proposal and answer any questions you may have.

Sincerely,
K&A ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Larry Stickney', with a stylized flourish at the end.

Larry Stickney, P.E.
Director of Public Works

EXHIBIT "C"

HOURLY RATE SCHEDULE FOR K&A ENGINEERING, INC.

OFFICE ENGINEERING:	HOURLY RATES
PRINCIPAL / DEPARTMENT HEAD	\$150
PROJECT MANAGER	\$140
PROJECT ENGINEER	\$125
DESIGN ENGINEER	\$110
DESIGNER	\$100
CADD TECHNICIAN	\$ 90
WORD AND DATA PROCESSING	\$ 70
FIELD ENGINEERING:	
OFFICE SURVEYOR	\$125
OFFICE SURVEY TECHNICIAN	\$100
ONE-PERSON SURVEY CREW	\$130
TWO-PERSON SURVEY CREW	\$190
THREE-PERSON SURVEY CREW	\$225
FIELD ENGINEERING - PREVAILING WAGE:	
ONE-PERSON SURVEY CREW	\$145
TWO-PERSON SURVEY CREW	\$210
THREE-PERSON SURVEY CREW	\$270

These hourly rates include direct costs and indirect costs including overhead.

These rates will remain in effect until December 31, 2013, at which time they may change a maximum of 5%.

All out-of-pocket expenses, such as filing fees, printing and reproduction costs will be extra. These reimbursable will be invoiced at our cost plus 10%.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14TH 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CODE ENFORCEMENT STAFF: TRAVIS ENGELKING / ALLYNN EVANS

SUBJECT: CODE ENFORCEMENT STAFF REPORT (JAN 1ST 2013 TO JUNE 30TH 2013)

RECOMMENDATION: RECEIVE AND FILE

BACKGROUND:

At the City Council meeting of July 25, 2013, the Council requested a report from the City's Code Enforcement Department regarding citations. Staff has provided the information requested below and in addition provided statistics which provide additional information as to the types of cases the Code Enforcement Department deals with on a daily basis.

The City of Eastvale's Code Enforcement Department is responsible for enforcing those portions of the City's Municipal code that are related to property maintenance, abandoned vehicles and selected parking violations. The Division consists of two officers who divide the City in half and manage and patrol their portion of the City. This division of geographical areas allows staff to get to know each of the neighborhoods and allows the community to get to know them and the City's codes. The City also utilizes volunteers to assist with the removal of signs in the public right-of-way.

Since the City's incorporation, it has been the goal of the Code Enforcement Division to educate the public regarding the City's municipal codes. Many of the interactions that Code Enforcement has with the public does not result in a citation for violation.

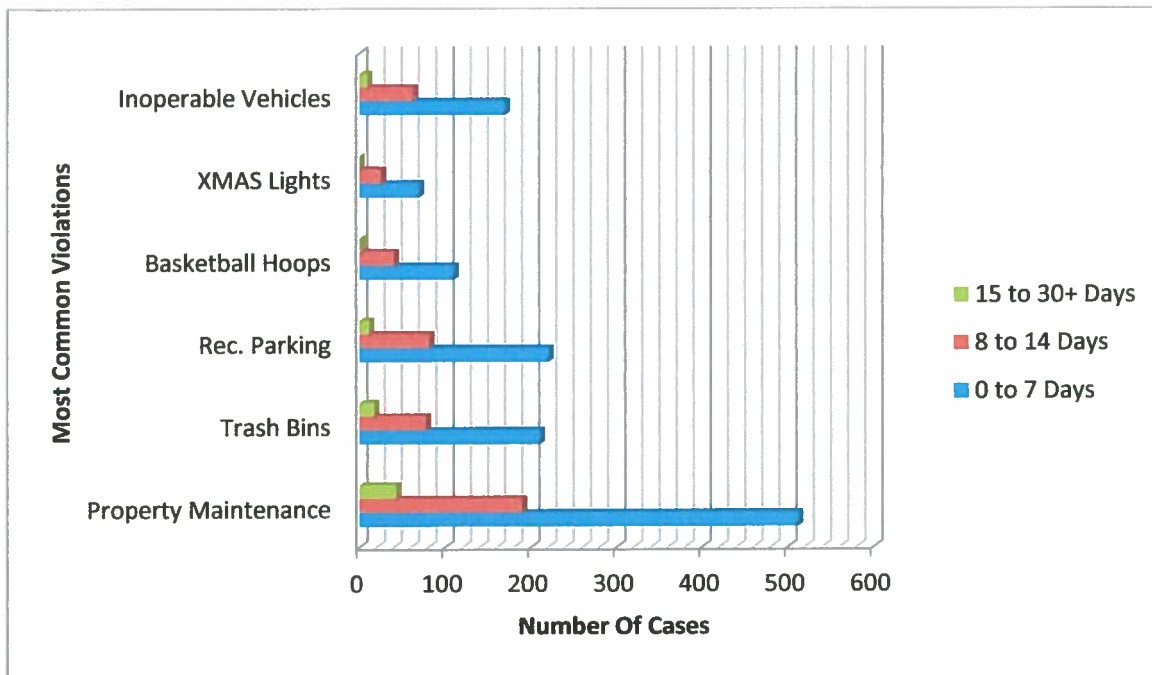
DISCUSSION:

The Code Enforcement Department follows the process outlined below. Each case is different based on the situation or circumstances of the property owner. Code Enforcement Officers exercise a certain amount of discretion and understand that property owners may not know they are in violation or they may have a unique issue in which Code Enforcement may give a reasonable amount of time for compliance.

1. Complaint received or Violation observed by Code Enforcement Officer: A 7 Day Courtesy Notice is posted on the property. This notice does not have a monetary fine associated with the Notice. This is simply to let the resident know about the violation.
2. On or after 7 days a follow up inspection is conducted to see if the violation(s) has been corrected. If the violation(s) has not been corrected, the Officer documents and mails out a Notice of Noncompliance Letter describing penalties for noncompliance. If the violation is corrected, the case is closed. This letter of Noncompliance does not carry a monetary fine.
3. 7 days after the Noncompliance Letter is sent a follow up inspection is conducted. If the violation(s) has not been corrected, the Officer may issue an Administrative Citation in the amount of \$100 for the first offense. This is 21 days or more since the initial complaint or violation was received by the Officers. At this time the Officer will continue to seek compliance by making contact with property owner and possible issuance of further citations.
4. If the Officer cannot gain voluntary compliance an Administrative Citation may be issued after every inspection if the property is not in compliance. (Fines are: \$100 / \$200 / \$500 / \$1,000).

The chart below shows an average length of time Code Enforcement spends for the most common violations. Most cases are closed without extending into the citation process. This is for the period between January 1, 2013 and June 30, 2013.

- Blue (0 to 7 Days) Courtesy Notice – A total of 2550 cases were documented and 1294 were resolved within the 7 day period
- Red (8 to 14 Days) Notice of Noncompliance Letter – A total of 2550 cases were documented and 480 were resolved with the 14 day period.
- Green (15 to 30+ Days) Administrative Citation – A total of 2550 cases were documented and 87 resulted in Administrative Citations for a total of \$17,900.



The Code Enforcement Department also tracks the number and type of activities in which the Department is enforcing the City’s codes. The first six months of the calendar year there were 4,665 interactions the Code Enforcement Department either responded to or took action on as a proactive measure.

Code Enforcement - Fiscal Year to Date Activity

Date	Courtesy Notice/ New Cases	Admin Citation	Non-Compliance Letter	Unfounded/ No Violation	Cases Closed/ Compliance	Extensions	Total Inspections	Other				Total Other	Total All
								Signs	Shopping Carts	Parking Citations	Scavengers		
July	-	-	-	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-	-
October													
November													
December													
January	164	25	67	9	157	17	439	239	28	6	-	273	712
February	166	17	63	2	159	14	421	208	29	4	-	241	662
March	157	24	48	5	130	8	353	241	17	21	-	274	613
April	191	9	76	6	151	17	450	358	12	14	-	384	834
May	179	25	72	14	213	14	517	378	35	15	1	429	946
June	148	17	48	15	123	19	370	478	27	22	1	528	898
Totals	1,005	117	374	51	933	89	2,550	1,902	148	82	2	2,129	4,665

CONCLUSION

The City's Code Enforcement Department's objective is to seek voluntary compliance. The Department prides itself on working with the community to ensure the quality of life in Eastvale remains one in which everyone can be proud.

Prepared by: Travis Engelking /Allynn Evans

Reviewed by: Carol Jacobs City Manager

John Cavanaugh, Esq. City Attorney



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 14, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: BUSINESS REGISTRATION CERTIFICATION PROGRAM

RECOMMENDATIONS:

- 1) HOLD FIRST READING OF ORDINANCE NO. 2013-12 AMENDING CHAPTER 6.72 IN ITS ENTIRETY TO THE EASTVALE MUNICIPAL CODE ESTABLISHING A BUSINESS REGISTRATION CERTIFICATION PROGRAM.**
-

BACKGROUND:

On March 20, 2012 the City of Eastvale launched its Business Registration program. Prior to incorporation, Business Licensing/Registration was processed and maintained by Riverside County. In June 2011, Riverside County stopped processing all Business Licensing/Registration requests for businesses located within the City of Eastvale as they felt that it was time for our new City to take over this county function. The current Business Registration Ordinance which the City now uses was carried over from the County's Ordinance into the City's Municipal Code. City staff now finds it is necessary to amend the Business Registration Certification Program in order to meet the City's goals and objectives.

DISCUSSION:

City Hall currently receives several calls per day inquiring about how to obtain a business certificate from the City. It is important to note that while Riverside County may have called it a "license", the City of Eastvale requires a Business Registration Certificate, not Business License. This is because the City's fees for collection for the Business Registration program are not revenue generating; rather, the fees are tantamount to the costs of providing the service. The City utilizes the Enterprise Land Management System (ELMS) which is a City-wide online platform for the collection, retention, and management of Community Development (Planning, Public Works, Building, Code Enforcement, Business Registration, and Service Request) workflows.

The City Finance Department staff takes the lead in processing the applications, payments and mailing out registration certificates and renewal notices.

Benefits of the Business Registration program:

Sales Tax: The Business Registration system allows staff to capture and report all registered businesses to the HdL Companies thus ensuring that accurate sales tax revenue is appropriately collected and allocated to the City every quarter.

Compliance: The Business Registration program allows the City to meet the compliance requirements of federal and state water quality regulations per California Water Code §§ 13000 et seq. (Porter-Cologne Water Quality Control Act) and Title 33 U.S.C. §§ 1251 et seq. (Clean Water Act) and the National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control and Water Conservation District.

Tracking: The Business Registration program compiles a comprehensive inventory of businesses in the City of Eastvale, enhances public safety and helps to achieve compliance with federal, state and local water quality regulations. The system allows the City to track and generate reports on types of businesses that are coming to the area, number of businesses/growth and/or business decline in the City.

Notwithstanding the benefits of the current Business Registration Program, the County Ordinance is, at times, confusing to interpret and exempts businesses that the City would otherwise like to have registered; for example, the current ordinance exempts:

- (1) Apartments, rooming houses, and other residential facilities in which living units are rented or leased solely on a term of thirty days or longer;
- (2) Mobile food vendors; and
- (3) Home Occupations.

The proposed Ordinance differs from the current County ordinance in the following material provisions:

- (1) It no longer exempts those businesses identified above from registration which the current County ordinance previously exempted;
- (2) It clarifies that the Business Registration Certification Program is not a Business License Ordinance which is revenue generating;
- (3) It clarifies that a business which is otherwise prohibited under local, state or federal law is not eligible for a Business Registration Certificate;

(4) It simplifies the term of an issued Business Certificate commencing April 1 and expiring March 31 the following year;

(5) It establishes a detailed registration application process for the renting or leasing of single-family residential rental property so the City can effectively track single family rental property within the City to better monitor absentee landlords; and

(6) It eliminates confusion as to whether every business subject to a registration certificate must also be subject to water quality inspections and the associated inspection fees.

Staff believes the proposed Ordinance No. 2013-12 amending the City's Business Registration Certification Program will compile a more comprehensive inventory of businesses in the City of Eastvale, enhance public safety and provide greater information to the City to track and generate reports on types of businesses that are coming to the area, number of businesses/growth and/or business decline in the City.

RECOMMENDATION:

Staff recommends the City Council waive further reading and introduce Ordinance No. 2013-12 amending in full Chapter 6.72 of the Eastvale Municipal Code establishing a comprehensive Business Registration Certification Program.

FISCAL IMPACT:

There should be no fiscal impact to the City as this Program operates as a full cost recovery service.

ATTACHMENTS:

1. Ordinance No. 2013-12

Prepared by: John Cavanaugh, City Attorney
Reviewed by: Joann Gitmed, Deputy Finance Director
Anna Montoya, Deputy Finance Director
Carol Jacobs, City Manager

ORDINANCE NO. 2013-12

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, AMENDING CHAPTER 6.72 IN ITS ENTIRETY TO THE
EASTVALE MUNICIPAL CODE ESTABLISHING A BUSINESS REGISTRATION
CERTIFICATION PROGRAM**

THE CITY COUNCIL OF THE CITY OF EASTVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 6.72 of the Eastvale Municipal Code establishing a Business Registration Certification Program is amended in its entirety to read as follows:

“Chapter 6.72 – BUSINESS REGISTRATION CERTIFICATION PROGRAM

Sections:

6.72.010 – Statement of Purpose and Intent

6.72.020 – Definitions

6.72.030 – Use or activity prohibited by state or federal law

6.72.040 – Business Registration Certificate Required

6.72.050 – Exemption

6.72.060 – Evidence of Doing Business

6.72.070 – Application and Issuance of Business Registration Certificate

6.72.080 – Renewal of Business Registration Certificate

6.72.090 – Nontransferable- Change of Location or Ownership, Name of Business

6.72.100 – Duplicate Business Registration Certificate

6.72.110 – Contents of Business Registration Certificate; Display Required

6.72.120 – Certificate Inspectors

6.72.130 – Water Quality Inspections and Enforcement; Additional Certificate Fees

6.72.140 – False Statements

6.72.150 – Unlawful Business

6.72.160 – Enforcement

Sec. 6.72.010. Statement of Purpose and Intent.

The purpose of the provisions of this Chapter is solely to provide for necessary regulation of lawful businesses being conducted within the City of Eastvale, in order to protect the public health, safety, and welfare of the people of the City of Eastvale. Business Registration fees charged under the provisions of this Chapter shall be revenue-neutral in that they may not exceed the reasonable costs of providing the regulatory services included in the business registration and licensing program. No business Certificate fee charged under the provisions of this Chapter shall be construed as a business license tax.

Sec. 6.72.020. Definitions.

“*Business*” shall mean and include professions, trades, vocations, enterprises, establishments, occupations, including Home Occupations as defined herein, and all and every kind of calling, any of which are conducted, transacted or carried on for the purpose of earning in whole or in part a profit or

livelihood, whether or not a profit or livelihood actually is earned thereby, whether paid in money, goods, labor, or otherwise. This definition shall apply to business establishments located within the City that are operated at a fixed physical location and those that are operated on a mobile basis by a mobile-operator as defined herein.

"City" shall mean the City of Eastvale and its respective departments thereof.

"Home Occupation" shall mean those uses that are defined under Section 120.04.040 of the Eastvale Planning and Zoning Code.

"Certificate Inspector" shall mean any employee, agent, representative or contractor designated by the City to carry out business registration Certificate inspections under the provisions of this Chapter.

"Local law enforcement or governmental entities" means the City, county, or City and county, state, or the respective agencies and departments thereof, in the State of California.

"Mobile-Operator" shall mean and refer to those businesses that are operated on a mobile basis utilizing a motor vehicle to visit customer locations to carry out business-related services. This term shall be expressly limited to those mobile-operated business involving: mobile automobile or other motor vehicle washing; pest control services; mobile carpet, drape or furniture cleaning; concrete mixing or cutting; masonry; painting and coating; landscaping; pool and fountain cleaning; and Port-a-Potty or other portable toilet servicing.

"Person" shall mean and include all domestic and foreign corporations, limited liability companies, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, common-law trusts, societies, any legal entity recognized under the state of California, and individuals conducting, transacting or carrying on any lawful business within the City other than as an employee.

"Retail Greenhouses" shall mean and refer to all commercial greenhouses other than those that are licensed by the State of California in the "producer" category to grow and sell nursery stock in the amount of \$1,000 or more in one year and that are inspected by the County Agricultural Commissioner pursuant to California Food & Agricultural Code §§ 6701 et seq. and any applicable state regulations promulgated thereto.

"Retail Nurseries" shall mean and refers to all commercial nurseries other than those that are licensed by the state in the producer category to grow and sell nursery stock in the amount of \$1,000.00 or more in one year and that are inspected by the county agricultural commissioner pursuant to Food and Agricultural Code Section 6701 et seq., and any applicable state regulations promulgated thereto.

"Sworn statement" shall mean a written affidavit, declaration, or statement made under penalty of perjury under the laws of the State of California.

"This Code" shall mean the City of Eastvale Municipal Code.

Sec. 6.72.030. Use or activity prohibited by local, state or federal law.

Nothing contained in this Chapter shall be deemed to permit or authorize any use or activity which is otherwise prohibited by local or any state or federal law.

Sec. 6.72.040. Business Registration and Certificate Required.

Every person conducting or carrying on a business as defined in this Chapter anywhere in the City shall register by obtaining a business registration certificate. A separate business registration certificate shall be obtained for each physical location (including branch establishments) or for each business operated on a mobile basis by a mobile-operator as defined in this Chapter; provided however, that real estate agents and licensed real estate brokers are required to register for a business registration certificate in their individual capacity separately from the branch establishment from which they operate or are employed.

Sec. 6.72.050. Exemption.

The payment of business registration fees contained in this Chapter shall not be required for those businesses falling within any of the exempt categories described in this Section so long as a timely claim of exemption is filed with the City as hereinafter provided. Any person claiming an exemption pursuant to the provisions of this Section shall, within sixty (60) calendar days of being sent initial written notification of the requirement to obtain a business registration certificate, file a sworn statement with the City stating the facts, or presenting documentation upon which an exemption is claimed. In the absence of such statement substantiating the claim or in the event that the statement is filed with City on an untimely basis, such person shall be liable for the payment of the business registration fee(s) imposed by this Chapter.

A. Churches, Temples, or Other Places of Worship. Churches, temples or other places of worship, to the extent of their use for worship, religious education or the social affairs of the religious group are exempt as provided in this Section. This exemption shall not apply to other activities, which are not undertaken primarily for members of the religious group, including, but not limited to, day schools, social service programs or Church-owned or operated business enterprises.

B. Agriculture. The following agricultural activities are exempt as provided in this Section: agricultural pursuits consisting of the growing of crops, raising of livestock, and dairying, including auxiliary and ancillary uses incidental to the operation of a farm or ranch, consisting of the purchase and storage of substances, materials, supplies, animal feeds and produce; provided however, that a business registration certificate shall be required in connection with any of the following; 1) retail nurseries; 2) retail greenhouses; and 3) wholesaling, processing, storage or manufacturing use which involves assembly of the products of multiple farms or ranches by a cooperative or other business enterprise for marketing distribution and marketing of farm products.

E. Federal or State Law. The provisions of this Chapter shall not be deemed or construed to apply to any person transacting or carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or of the State of California.

F. Non-Profit Organizations. Any non-profit organization that is legally recognized as tax-exempt pursuant to the provisions of 26 U.S.C. § 501(c) (3).

Sec. 6.72.060. Evidence of Doing Business.

The following circumstances shall be considered prima facie evidence that a person is conducting business in the City: where any person, by use of any sign, circular, card, brochure, telephone book, magazine, newspaper, website, electronic media or other publication, shall advertise, hold out or by any other means represent that the person is in business in the City, or when any person holds an active license or permit issued by a governmental agency indicating that the person is in business in the City, and such person fails upon request of the City to sign and provide to the City a sworn statement attesting that such person is not conducting or carrying on a business from the City. The City shall provide a form for the purposes of the sworn statement required by this Section.

Sec. 6.72.070. Application and Issuance of Business Registration Certificate.

A. Application Contents. Any person required to obtain a business registration certificate pursuant to this Chapter shall apply therefore by submitting the information required by the City. Such information shall be a sworn statement, upon a form provided by the City that includes the name of the applicant, the ownership of the business involved, and the following information.

1. The name, location and exact nature or kind of business for which the business registration certificate is requested. In the event that the business is not carried out at a permanent location, the names and places of residence of those owning the business shall also be required.

2. A copy of any current permit issued by the State of California Board of Equalization to a person who contracts, sells or delivers any goods, wares, or merchandise in the City for which sales or use tax is payable to the State of California.

3. In the event that application is made for the issuance of a business registration certificate to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning said business.

4. In the event that application is made for the issuance of a business registration certificate to a corporation or partners, the application shall set forth the names and place of residence of the officers or partners thereof.

5. In the event that application is made by an owner or agent of single-family residential rental property defined in Chapter 110.32 of this Code, the application shall set forth the following information:

- a. Description of each single-family rental housing property, including, but not limited to, the street address(es) and assessor's parcel number(s),

b. Name and current contact information for the owner(s) of the single-family rental housing property,

c. Name and current contact information for the local contact representative as described in Section 110.32.050 of Chapter 110.32 of this Code.

d. In the event that application is made by an owner that leases or rents more than one single-family rental housing property, a separate business registration certificate is needed for each such property registered.

6. Any further information which City may require to enable it to issue a business registration certificate for which the application is made.

B. Issuance. A business registration certificate shall be issued upon satisfactory completion of the requisite application and payment of the fee(s) prescribed in this Chapter. Said certificate shall remain in full force and effect for a period of one (1) year beginning April 1 and expiring on March 31.

C. Business Registration Certificate Fees. Business registration certificate fees shall be charged by the City to cover the reasonable costs of providing the regulatory services included in the business registration and licensing program. Business Registration certificate fees shall be set by resolution of the City Council, or as required by state law. No business registration certificate fee charged under the provisions of this Chapter shall be construed as a business license tax.

Sec. 6.72.080. Renewal of Business Registration Certificate. Any person who has obtained a business registration certificate pursuant to this Chapter shall apply for renewal on or before expiration of the then current business registration certificate term (March 31). Said renewal application shall be accompanied by payment of the business registration certificate renewal fee. Any application for renewal received by the City after March 31 shall be subject to a late fee equal to 100% of the renewal fee required under this Section 6.72.080.

Sec. 6.72.090. Nontransferable- Change of Location or Ownership, Name of Business. No business registration certificate issued pursuant to this Chapter shall be automatically transferable; provided however, that where a certificate is issued indicating a person is conducting, transacting or carrying on a business at a particular place under a particular name, such certificate holder, upon application therefore, and payment of a change fee may obtain a new certificate showing some other location and/or name of the business and/or business ownership change. A new business registration certificate shall be required as provided in Section Sec. 6.72.040 herein in the event that there are any other changes that take place with regard to a business.

Sec. 6.72.100. Duplicate Business Registration Certificate. A duplicate certificate may be issued to replace any business registration certificate issued pursuant to this Chapter which has been lost or destroyed where such certificate holder submits a statement of such fact and provides payment of a duplicate certificate fee.

Sec. 6.72.110. Contents of Business Registration Certificate; Display Required.

A. Every person who has submitted a satisfactory application and who has paid the required fee(s), as provided in this Chapter, shall be issued a business registration certificate which contains the following information:

- (1) The name of the person to whom the certificate is issued;
- (2) The name of the business certificated;
- (3) The physical location where such business is to be transacted and carried on;
- (4) The date of expiration of such certificate; and
- (5) Such other information as may be necessary for the enforcement of the provisions of this

Chapter.

B. Any person conducting, transacting or carrying on a business at a fixed location in the City shall keep the business registration certificate posted in a conspicuous place in plain public view upon the physical premises where such business is taking place.

C. Any person conducting, transacting or carrying on a business but not operating at a fixed location in the City shall keep the business registration certificate on his or her person at all times while conducting, transacting or carrying on the business for which it is issued. Such person shall display the business certificate to any certificate inspector, code enforcement officer, peace officer or any other authorized representative employed by the City upon request.

Sec. 6.72.120. Certificate Inspectors. Certificate inspectors may enter free of charge, at any time, any place of business for which a business registration certificate is required by this Chapter and demand the display of any such certificate by any person engaged or employed in the transaction or carrying on of such business.

Sec. 6.72.130. Water Quality Inspections and Enforcement; Additional Certificate Fees. A valid business registration certificate issued under the provisions of the Chapter shall not operate to exempt or excuse any person from complying with water quality requirements and inspection fees imposed under Chapter 14.12 of the City's Municipal Code dealing with "Storm Water Drainage System Protection";, California Water Code §§ 13000 et seq. (Porter-Cologne Water Quality Control Act), Title 33 U.S.C. §§ 1251 et seq. (Clean Water Act) and any applicable state or federal regulations promulgated thereto, and any related administrative orders or permits issued in connection therewith. Failure to maintain the business premises, grounds, facilities and structures located therein in compliance with water quality requirements is a violation of this Chapter.

Sec. 6.72.140. False Statements. Every person who makes any false statement or representation in any application for a business registration certificate commits a violation of this Chapter.

Sec. 6.72.150. Unlawful Business. No business registration certificate issued pursuant to this Chapter shall be construed as authorizing the conduct of or continuance of any occupation, use or activity of any kind which is prohibited by the this Code, state or federal law.

Sec.6.72.160. Enforcement.

A. It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this Chapter. In addition to other remedies provided by law, any person violating any provision of this Chapter for failing to comply with any of the requirements is deemed guilty of an infraction within the manner provided in Section 1.01.200 of this Code.

B. Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of or failure to comply with any of the provisions of this Chapter is committed, continued or permitted by such person, and each instance shall be deemed punishable as provided in this Chapter.

C. Each infraction is punishable by:

- (1) A fine not exceeding \$100.00 for the first violation;
- (2) A fine not exceeding \$200.00 for the second violation within one year;
- (3) A fine not exceeding \$500.00 for each additional violation within one year."

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE: This Ordinance shall become effective 30 days from the date of its adoption.

SECTION 4. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law.

PASSED, APPROVED AND ADOPTED THIS 28th day of August, 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 2013-12 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 28th day of August, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall, CMC



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 14, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: SINGLE-FAMILY RESIDENTIAL RENTAL REGISTRATION,
INSPECTION AND CRIME-FREE RENTAL HOUSING
PROGRAM

**RECOMMENDATIONS: HOLD FIRST READING OF ORDINANCE NO. 2013-13
ADDING CHAPTER 110.32 TO TITLE 110 OF THE EASTVALE MUNICIPAL CODE
ESTABLISHING A SINGLE-FAMILY RESIDENTIAL RENTAL REGISTRATION,
INSPECTION AND CRIME-FREE RENTAL HOUSING PROGRAM**

BACKGROUND:

The City of Eastvale ("City") is experiencing an increase in the occurrence of substandard maintenance, unsafe conditions, illegal activity and public nuisances in single-family rental property, especially those properties rented by absentee landlords. As of August 1, 2013, there have been approximately twenty (20) single family properties in the City where the Riverside County Sheriff's department has served warrants for indoor marijuana grow houses. These homes are not owner occupied; rather, they are rented by the owners to tenants either directly, or through property management companies. These conditions have precipitated the City Council to direct City staff in taking immediate and proactive action in an effort to curb these conditions and hold owners of single family residential rental property more accountable in the renting of their property within the City.

DISCUSSION:

As a result of the increase in the occurrence of substandard maintenance, unsafe conditions, illegal activity and public nuisances in single-family rental property, especially those properties rented by absentee landlords, the City Council proclaimed a "Zero Tolerance" policy to the use of these properties for the purposes described herein. It should be noted that the absentee landlord property owners of these single family residences may not be aware that the tenants or

Occupants of these properties are carrying out these illegal activities or that the lease agreements shift the responsibility or property maintenance to the tenant and the City is not making these allegations. However, it is clear that there needs to be more accountability on the part of the property owners to not only take reasonable and proactive steps to abate these conditions but also to ensure their properties are safe and decent. The renting and leasing of these single family properties is a business; therefore, it is necessary to implement a “Single-Family Residential Rental Registration, Inspection and Crime-Free Rental Housing Program” to alleviate these problems and improve living conditions for renters and protect the general welfare of individuals in affected neighborhoods. Furthermore, it is necessary for the City to defray the cost of the Single-Family Residential Rental Registration, Inspection and Crime-Free Rental Housing Program through the imposition of regulatory fees to cover the actual costs of implementing and enforcing the program.

Breakdown of the material provisions of the Eastvale Single-Family Residential Rental Registration, Inspection and Crime-Free Program:

Registration: The registration provisions of this proposed Ordinance fold into the operative requirements set forth in the City’s new Business Registration Certification Program which the City Council has adopted through Chapter 6.72 of the Eastvale Municipal Code. Those requirements are identified in Section 6.72.070 which states in pertinent part:

“In the event that application is made by an owner or agent of single-family residential rental property defined in Chapter 110.32 of this Code, the application shall set forth the following information:

a. Description of each single-family rental housing property, including, but not limited to, the street address(es) and assessor’s parcel number(s),

b. Name and current contact information for the owner(s) of the single-family rental housing property,

c. Name and current contact information for the local contact representative as described in Section 110.32.050 of Chapter 110.32 of this Code.

d. In the event that application is made by an owner that leases or rents more than one single- family rental housing property, a separate business registration certificate is needed for each such property registered.”

The City's earlier Business Registration Program exempted businesses which rented residential units. The new program includes these businesses which will now enable the City to compile a comprehensive inventory of single family rental businesses in the City of Eastvale and more effectively track these properties and identify both the owners and local contact representatives for noticing about code violations that may exist on the properties.

Crime – Free Lease Addendum: The proposed Ordinance requires that all lease or rental agreements entered into after September 27, 2013 (effective date of this Ordinance) must contain a Crime-Free Lease Addendum that prohibits the tenant, any member of the tenant's household, any guest or any other person associated with the tenant on the leased premises from engaging in any activity which violates federal, state or City laws and regulations. This addendum gives the property owner a better tool over a tenant's use of the leased property so that the eviction process (should it be necessary) is more defensible.

Inspection: After receiving a completed Residential Rental Registration form from an Owner, the City will conduct an exterior and interior inspection of the Residential Rental Dwelling Unit to identify violations of any Applicable Laws. The notice of inspection shall provide a minimum of 14-days notice. Notice shall be mailed to the owner and the local contact representative at their last known address. In the case of multiple owners of the same property, notice to any one of the property owners is sufficient notice. It shall be the responsibility of the owner or local contact representative to provide actual notice to the individual tenant(s) to facilitate access to the Rental Property Unit(s) to be inspected pursuant to the terms of the applicable lease. Failure by the Owner, local contact representative or tenant may result in the City not granting a Business Registration Certificate and authorizes the City Attorney to utilize available legal means, such as an inspection warrant, to inspect the property. After an inspection is completed, the City will either issue the Business Registration Certificate, or notify the owner that there are conditions on the property that are required to be corrected within a stated period of time. Once the corrections are completed, the City will issue the Registration Certificate. Finally, Annual inspections shall be conducted upon renewal of the Residential Rental Registration which the Owner has previously registered with the City. Inspections can also be done pursuant to both voluntary requests and on a complaint basis.

Self-Certification Program: In an effort to provide incentives for property owners in keeping their single family rental property well maintained and free from illegal activity, the City would offer a self-certification program whereby qualified owners would be exempt from both annual inspections and the associated inspection fees for as long as the property is in conformance with the self-certification standards listed on the Self-Certification Program's checklist.¹ Any property owner that fails to maintain a rental property to meet all of the standards listed on the Self-Certification Program's checklist, or is found to have caused to allow

¹ The Self-Certification Program Checklist will be prepared by the City and presented to the Owner. This checklist will include only those material requirements by the Building Official and Code Enforcement.

conditions, identified in the Crime-Free Addendum to exist, shall immediately be removed from the Self-Certification Program and become subject to annual inspections.

Enforcement: The remedies available to the City for violations of this propose Ordinance include the following:

1. Administrative Citations
2. Administrative Abatement, including recovery of attorney's fees
3. Inspection Warrant
4. Civil Action under Health and Safety Code Section 11570

The City Attorney's Office has worked with Mr. Tim Johnson of the California Apartment Association/Greater Inland Empire division who has provide valuable input in revisions to the proposed Ordinance.

RECOMMENDATION:

Staff recommends the City Council waive further reading and introduce Ordinance No. 2013-13 adding Chapter 110.32 to title 110 of the Eastvale Municipal Code establishing a Single-Family Residential Rental Registration, Inspection and Crime-Free Rental Housing Program

FISCAL IMPACT:

There should be no fiscal impact to the City as this Program operates as a full cost recovery service.

ATTACHMENTS:

1. Ordinance No. 2013-13

Prepared by: John Cavanaugh, City Attorney
Reviewed by: Carol Jacobs, City Manager

ORDINANCE NO. 2013-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA ADDING CHAPTER 110.32 TO TITLE 110 OF THE EASTVALE MUNICIPAL CODE ESTABLISHING A SINGLE-FAMILY RESIDENTIAL RENTAL REGISTRATION, INSPECTION AND CRIME-FREE RENTAL HOUSING PROGRAM

THE CITY COUNCIL OF THE CITY OF EASTVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and declares as follows:

1. **WHEREAS**, the City of Eastvale ("City") has experienced an increase in the occurrence of substandard maintenance, unsafe conditions, illegal activity and public nuisances in single-family rental property, especially those rented by absentee landlords; and

2. **WHEREAS**, rental homes are responsible for a disproportionate share of code enforcement and police calls for service that necessitates a disproportionate expenditure of public funds for such properties; and

3. **WHEREAS**, the City Council has mandated a "Zero-Tolerance" policy to illegal activity in the City and hereby determines that these conditions interfere with the health, safety, quality of life, quiet enjoyment and general welfare of the individuals residing near rental homes and may contribute to a decline in the value of surrounding properties; and

4. **WHEREAS**, existing state and local laws have not sufficiently encouraged landlords, particularly absentee landlords, to take reasonable and proactive steps to abate these conditions and to ensure their premises are safe and decent; and

5. **WHEREAS**, it is necessary to implement a "Single-Family Residential Rental Registration, Inspection and Crime-Free Rental Housing Program" to alleviate these problems and improve living conditions for renters and protect the general welfare of individuals in affected neighborhoods; and

6. **WHEREAS**, the City Council has determined that it is necessary to defray the cost of the Single-Family Residential Rental Registration, Inspection And Crime-Free Rental Housing Program through the imposition of regulatory fees which may be set from time to time by Resolution of the City Council to cover the actual costs of implementing and enforcing the program; and

7. **WHEREAS**, the rental and letting of housing is a business and it is necessary and proper to regulate such a business to ensure there is safe and decent housing for persons of all income levels; and

8. **WHEREAS**, through the adoption of this Chapter, the City will implement a new program that is rationally related to encourage upkeep of all single-family rental property for the public health, safety, and welfare of the residents of the City of Eastvale.

SECTION 2. CHAPTER 110.32 IS ADDED TO THE EASTVALE MUNICIPAL CODE TO READ AS FOLLOWS:

"SINGLE-FAMILY RENTAL PROPERTY REGISTRATION, INSPECTION AND CRIME-FREE RENTAL HOUSING PROGRAM

Sections:

110.32.010 - Purpose/scope.

110.32.020 - Definitions.

110.32.030 - Compliance with Applicable Laws and Regulations.

110.32.040 - Rebuttable Presumption.

110.32.050 - Local contact representative.

110.32.060 - Residential Rental Registration Program.

110.32.070 - Inspections.

110.32.080 - Inspection Fees.

110.32.090 - Appeals.

110.32.100 - Self-Certification Program.

110.32.110 – Retention of completed Self-Certification Forms.

110.32.120 - Complaint-Based Inspections.

110.32.130 – Voluntary Inspection Requests.

110.32.140 - Enforcement.

110.32.010 - Purpose/scope.

The purpose of this Chapter is to identify Single-Family Residential Rental Dwelling Units in the City of Eastvale, to ensure that such units afford tenants a safe and decent place to dwell, and to require rental housing with substandard conditions to meet and maintain minimum building and housing code standards, exterior maintenance standards, and to reduce criminal activity. The City Council has determined that requiring that all Single-Family Residential Rental Dwelling Units be registered with the City and inspected, and landlords shall use a Crime-Free Rental Housing Addendum, serves these legitimate governmental interests.

110.32.020 - Definitions.

For the purposes of this Chapter, certain words and phrases used in this Chapter are defined as follows:

"Applicable Laws" means and includes all federal, state and local statutes, ordinances and regulations that pertain to the condition, habitability and safety of Dwelling Units and residential property. Applicable Laws, include, but are not limited

to, the State Housing Law (California Health & Safety Code, Sections 17910 et. seq.), (California Health and Safety Code, Sections 11570 et. seq.), and the Eastvale Municipal Code, including but not limited to Title 110 (Buildings and Construction), and Title 120 (Planning and Zoning).

"Building Official" means an individual(s) who is designated by the City Manager to conduct inspections under the provisions of this Chapter.

"City" means the City of Eastvale and its respective departments thereof.

"Code Enforcement Officer" means an individual(s) who is designated by the City Manager to enforce Applicable Laws.

"Crime Free Lease Addendum" means the lease addendum described in Section 110.32.050.

"Fair Housing Laws" means the federal Fair Housing Act, as amended, (42 U.S.C. Sec. 3601 et seq.), the California Fair Housing and Employment Act (Government Code Sec. 12900 et seq.), and the Unruh Civil Rights Act (Civil Code Sec. 51).

"Local property management company" shall mean an entity that is responsible for the day-to-day maintenance, upkeep and security of the property and is operated by a person who is licensed with the California Department of Real Estate as a real estate broker.

"Local property manager" shall mean a person who is responsible for the day-to-day maintenance, upkeep, and security of the property. The local property manager may be the owner of the property.

"Occupant" or *"Tenant"* means any person who occupies a rental property, whether as a tenant or permittee of the Owner.

"Owner" or *"Property Owner"* means a single individual, partnership or joint venture or any entity that has any kind of ownership interest in a rental property whether as an individual, partner, joint venture, stock owner, or ownership interest in some other capacity or the owner's designee, which may include a local management company. If more than one person or an entity owns the subject real property, owner or property owner refers to each person or entity holding any kind of ownership interest in the property, and the property owners' obligations in this Chapter are joint and several as to each property owner. Owner shall also mean any person having legal title to real property, including all individuals shown as owners on the last equalized assessment roll of the Riverside County Assessor's Office, or an Owner's Authorized Representative.

"Single-Family Residential Rental Property," "Rental Property" or "Residential Rental Dwelling Unit" means a dwelling unit as defined in Chapter 120.06 of the City

Planning and Zoning Code, in a single structure, and is occupied or for occupancy by a person(s) other than the owner of the unit and includes the premises on which said rental property is situated and any common areas, including but not limited to parking lots, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, and spas. For the purpose of this Chapter, the following types of dwelling units or facilities are not considered single-family rental residential rental property:

(a) Multi-family dwelling housing units as defined in Chapter 120.06 of the City Planning and Zoning Code;

(b) Hotels or motels.

(c) Accommodations in any hospital, extended care facility, residential care facility, convalescent home, nonprofit home for the aged, or dormitory that is owned and operated by an education institution.

(d) Mobile home parks.

"This Code" means the City of Eastvale Municipal Code.

110.32.030 - Compliance with Applicable Laws and Regulations.

Nothing in this Chapter shall be construed to:

1. Excuse, waive, limit, or modify any requirements or obligations in the Applicable Laws;
2. Limit any right of the City to investigate and abate nuisances or to enforce any provisions of the Applicable Laws or any other provision of law; or
3. Conflict with any rights or obligations under the Fair Housing Laws or the Americans with Disabilities Act, as amended.

110.32.040 - Rebuttable Presumption.

For the purpose of this Chapter, if the water bill or electrical bill for a property is in a different name than that of the property owner or if the water bill or electrical bill is in the owner of record's name, but mailed to an address other than the property address, it shall be a rebuttable presumption that the property is a rental property. This presumption can be rebutted by the owner of record providing reasonable documentation to the City that the property is owner occupied or is not being used for rental income.

110.32.050 - Local contact representative.

A. For purposes of this Chapter, all Owners of Residential Rental Property shall designate a local contact representative with full authority to act on behalf of the Owner for all purposes under this Chapter, including the acceptance of service of all notices

from the City. The owner of Residential Rental Property may act as the local contact representative.

B. A local contact representative must establish and maintain a local telephone number and a residence or business address within 35 miles of Eastvale City Hall.

110.32.060 - Residential Rental Registration Program.

A. Registration Required. As a condition of exercising the privilege of renting or leasing a Rental Property to any person and/or entity, the Owner of the Residential Rental Property shall register with the City all Residential Rental Dwelling Units owned or operated by the person or entity in conformance with all requirements of the Business Registration regulations identified under Chapter 6.72 of this Code.

1. Contents of Registration and Payment of Fees. The Registration form shall contain all of the information required under Section 6.72.070 of Chapter 6.72 of this Code and shall be accompanied by payment of the registration fee set forth in Section 6.72.110 of Chapter 6.72, the inspection fee required under Section 110.32.080 and a certification, signed by the Owner, that he or she will comply with and enforce the Crime-Free Lease Addendum required by this Section 110.32.060 B.

2. Non-Transferrable. Registration of a Residential Rental Dwelling Unit accepted by the City pursuant to this Chapter is non-transferrable to a new Owner of the Residential Rental Dwelling Unit.

3. Failure to Register. If the Owner of Residential Rental Dwelling(s) fails to register or reregister such units in compliance with this Chapter, the Building Official shall register or reregister said units in the name of the owner and set a date and time for initial inspection of said units, and shall send written notification to the Owner that the property has been so registered and advising of the date and time set for inspection, accompanied with a bill for the registration/processing fee and the total initial inspection fee for each unit, and include information on the self-certification program.

4. Revocation. Registration for a Residential Rental Dwelling Unit may be revoked if the City determines that the Owner has violated paragraph B of this Section or has failed to pay any required registration, inspection, and/or re-inspection fees, or if the Residential Rental Dwelling Unit has been cited by a City or County employee for, or received written notice from a City or County employee of, a violation of the Applicable Laws, and the Owner has failed to remedy such violation within the period of time specified in the citation or written notice. The City shall provide written notice of the revocation to the Owner, which is appealable pursuant to Section 110.32.080.

- B. Crime-Free Lease Addendum. The Owner of a Residential Rental Dwelling Unit shall include a Crime-Free Lease Addendum in substantially the following form in all rental agreements and leases executed after September 27, 2013.

CRIME – FREE LEASE ADDENDUM

IN ADDITION TO ALL OTHER TERMS OF THE LEASE, LANDLORD AND TENANT AGREE AS FOLLOWS:

(a) THE TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, ANY GUEST OR ANY OTHER PERSON ASSOCIATED WITH THE TENANT ON THE LEASED PREMISES:

(1) SHALL NOT ENGAGE IN ANY NUISANCE ACTIVITY AS DEFINED IN CIVIL CODE SECTION 3479 AND/OR ANY CONDITION AS DEFINED IN CHAPTER 8.18 ET SEQ., OF THE EASTVALE MUNICIPAL CODE, OR ANY CONDITION DECLARED AND DEEMED BY THE CITY COUNCIL OF THE CITY OF EASTVALE TO CONSTITUTE A NUISANCE, OR ANY VIOLATION OF THE EASTVALE MUNICIPAL CODE, ANY CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY, ON THE LEASED PREMISES. "DRUG RELATED CRIMINAL ACTIVITY MEANS THE ILLEGAL MANUFACTURE, SALE, DISTRIBUTION, USE, OR POSSESSION OF ANY ILLEGAL OR CONTROLLED SUBSTANCE PROHIBITED UNDER FEDERAL LAW.

(2) SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE NUISANCE OR CRIMINAL ACTIVITY.

(3) SHALL NOT ALLOW THE DWELLING UNIT TO BE USED FOR OR TO FACILITATE ANY NUISANCE OR CRIMINAL ACTIVITY.

(b) THE TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, ANY GUESTS OR ANY OTHER PERSON ASSOCIATED WITH THE TENANT SHALL NOT VIOLATE ANY CIVIL LAW, ORDINANCE, OR STATUTE IN THE USE AND OCCUPANCY OF THE PREMISES.

(c) ANY ACTIVITY PROHIBITED BY THIS AGREEMENT SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE, MATERIAL NONCOMPLIANCE WITH THE LEASE, AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION.

110.32.070 - Inspections.

A. Annual Inspections. All Residential Rental property located in the City shall be subject to an annual inspection by the City for compliance with applicable laws. The anniversary

date for annual inspections shall be calculated from the date the Owner received the first Residential Rental Registration pursuant to Chapter 6.72 of this Code.

B. Notice of Inspection and Procedures.

1. After receiving a completed Residential Rental Registration from an Owner, the City will conduct an exterior and interior inspection of the Residential Rental Dwelling Unit to identify violations of the Applicable Laws.
2. The notice of inspection shall provide a minimum of 14-days notice. Notice shall be mailed to the owner and the local contact representative at their last known address. In the case of multiple owners of the same property, notice to any one of the property owners is sufficient notice. It shall be the responsibility of the owner or local contact representative to provide actual notice to the individual tenant(s) to facilitate access to the Rental Property Unit(s) to be inspected pursuant to the terms of the applicable lease.
3. In the event an Owner, local contact representative or tenant in possession of the property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law to cause an inspection to take place, provided reasonable cause exists to believe that a violation of the Municipal Code or State law exists on the subject property.
4. If the City is not able to obtain the consent of the Owner, a local property management company or occupant of the Residential Rental Dwelling Unit to conduct an inspection, the City may reject the Owner's Residential Rental Registration.

C. City Code Enforcement Officers and/or Building Official will be responsible for conducting the inspections authorized by this Section. However, the City may request that other City departments and/or Riverside County enforcement agencies participate in the inspection process.

D. After completion of the inspection, the City shall send a written report of the inspection to the Owner. The report shall contain:

1. An itemization of any violations of the Applicable Laws identified during the inspection;
2. The period of time for correcting each of the identified violations;
3. A statement that the City will re-inspect the Residential Rental Dwelling Unit at the end of the period of time for correction;
4. The amount of the Re-inspection Fee and the date by which the Re-inspection Fee must be paid; and

5. A statement that if the violations are not corrected within the period of time for correction the City will not issue the Owner's Residential Rental Registration Certificate and the City may pursue legal action as authorized under this Chapter to abate such violations.

E. Annual inspections under this Section 110.32.070 shall be conducted upon renewal of the Residential Rental Registration which the Owner has previously registered with the City as required under Chapter 6.72 of this Code.

110.32.080 - Inspection Fees.

A. Fees for the administration and enforcement of the regulatory program established by this Chapter shall be set by resolution of the City Council and shall not exceed the City's actual cost of providing the services. Fees shall include, without limitation, an initial inspection fee, a re-inspection fee, and a fee to file an appeal. Owners are also subject to the Business Registration fees set forth in Chapter 6.72 of this Code.

B. The Owner of a Residential Rental dwelling unit shall pay an annual inspection fee to the City sufficient to pay the costs of the City's annual inspection pursuant to this Chapter.

C. Owners qualified for the Self-Certification Program under Section 110.32.100 shall pay the annual Inspection fee the first year of participation and thereafter shall not be required to pay the annual inspection fee. If an Owner is removed from the Self-Certification Program he/she shall become subject to annual inspections and annual inspection fees.

110.32.090 - Appeals.

A. Any recipient of an administrative citation may contest the citation by the procedures set forth in Section 1.16.070 of this Code.

B. Any party to an administrative citation hearing may appeal from an adverse ruling in accordance with the procedures in Section 1.16.070 of this Code.

110.32.100 - Self-Certification Program.

A. Well-maintained rental property with no outstanding violations of any Applicable Laws may qualify to participate in the Self-Certification Program. Qualifying properties will not be subject to annual inspections; provided that conditions of the rental property do not deteriorate during that time to the point where the rental property would no longer meet eligibility standards for the Self-Certification Program.

B. To qualify for the Self-Certification Program, a property owner must:

1. Complete the Self-Certification Program application packet provided by the City; and
2. Pay the annual inspection fee and any other fees required by this Chapter; and
3. Conduct a self-inspection of all exterior and interior site conditions of each rental property or properties for compliance with the requirements of the Self-Certification form provided by the City; and
4. Immediately make any repairs to the Residential Rental unit(s) that are necessary to achieve compliance with the requirements of the Self-Certification form; and
5. Complete the Self-Certification form and certify that conditions at the rental property or properties meet the exterior and interior standards listed on the Self-Certification form.
6. Return the completed Self-Certification form to the City.

C. Upon receipt of a completed Self-Certification form the City shall inspect the rental property. If the City determines that the property is qualified to participate in the Self-Certification Program a certificate of compliance will be issued and the property owner will not be subject to annual inspections thereafter. The Owner shall provide a copy of the Self-Certification Program certificate of compliance to the occupants of the corresponding Residential Rental property unit. Recertification in the Self-Certification Program shall be required every year for each Residential Rental Unit and upon each change in tenancy.

D. If the City determines that the property is not eligible to participate in the Self-Certification Program, then the residential rental property shall be subject to inspection and the property owner shall be assessed the annual inspection fee as well as any other applicable fees.

E. At all times, the City shall retain the authority to investigate and address any violation of applicable laws.

F. Any property owner that fails to maintain a rental property to meet all of the standards listed on the Self-Certification Program's checklist, or is found to have caused to allow conditions, identified in the Crime-Free Addendum to exist, shall immediately be removed from the Self-Certification Program and become subject to annual inspections.

G. It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required on the Self-Certification form.

110.32.110 – Retention of completed Self-Certification Forms.

A. The property's local contact representative shall retain all certificate(s) of compliance for at least three (3) years from the date the certificate of compliance was issued by the City.

B. The local contact representative shall produce all certificate(s) of compliance to the City's Building Official upon request.

110.32.120 - Complaint-Based Inspections.

Nothing contained in this Chapter shall prevent or restrict the City's authority to inspect any rental property in response to a complaint alleging code violations or violations of Applicable Laws and to pursue all remedies permissible under this Code or applicable laws.

110.32.130 - Voluntary Inspection Requests.

Nothing contained in this chapter shall be construed to prohibit a property owner or occupant from voluntarily requesting an inspection pursuant to this chapter to determine whether the rental property complies with applicable laws.

110.32.140 - Enforcement.

A. **Violations Identified During Inspection.** If, after a report of inspection is issued pursuant to Section 110.32.070D, the Owner fails to correct a violation of the Applicable Codes identified in the report of inspection within the time allowed, the City may issue an administrative citation pursuant to Section 1.16.070 of this Code, issue a notice of intent to abate pursuant to Section 8.10.030 of this Code, or may take any other action authorized by law to enforce the provisions of this Code, including, without limitation, a petition to the Superior Court for the appointment of a receiver over the property.

B. **Failure to Pay Fees.** Should an Owner fail to timely pay the annual inspection fee or any re-inspection fee, the City is authorized to recover it, plus accrued interest and penalties, utilizing any remedies authorized by law.

C. **Violation of Section 110.32.070.** Owners who fail or cause to fail to give consent to inspections required under Section 110.32.070 may be subject to an administrative citation in accordance with Section 1.16.070 of this Code, or may take any other action authorized by law to enforce the provisions of this Chapter.

D. **Strict Liability.** Violations of this Chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this Chapter shall be subject to prosecution under this Chapter, Section

1.01.220 of this Code, and/or Section 11570 et. seq. of the California Health and Safety Code (Drug Abatement).

E. Revenue and Taxation Code. The City may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The City is also authorized to bring an action under the Business and Professions Code for unfair business practices.

F. Attorneys' Fees. In an action, administrative proceeding, or special proceeding to abate a violation of this Chapter, the prevailing party may recover Attorneys' fees pursuant to Government Code Section 38773.5. Recovery of Attorneys' fees is limited to those individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own Attorneys' fees. An award of Attorneys' fees to a prevailing party shall not exceed the amount of reasonable Attorneys' fees incurred by the City in an action, administrative proceeding, or special proceeding.

SECTION 3. Severability.

If any provision, section, paragraph, sentence or word of this Chapter is determined or declared invalid by any final court action in a court of competent jurisdiction or if the application of any provision, section, paragraph, sentence or word of this Chapter is inapplicable to a specific situation by reason of any preemptive state or federal legislation or regulation, the remaining provisions, sections, paragraphs, sentences or words of this Chapter shall remain in full force and effect.

SECTION 4. CEQA Exemption.

The adoption of this Ordinance and the implementation of the regulatory programs of this Ordinance do not require further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, in view of the fact that the regulatory programs are hereby enacted, apply to existing structures and buildings and are intended to provide for continuous and appropriate maintenance and protection of such structures and buildings for so long as the structures and buildings may remain unoccupied or vacant.

SECTION 5. Effective Date: This Ordinance shall become effective 30 days from the date of its adoption.

PASSED, APPROVED AND ADOPTED this 28th day of August, 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 2013-13 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 28th day of August, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall, CMC



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

9. COUNCIL COMMUNICATIONS



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

10. CITY MANAGER'S REPORT



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

11. CLOSED SESSION

**11.1 PUBLIC EMPLOYEE PERFORMANC EVALUATION PURSUANT
TO SECTION 54957:**

Title: City Manager and City Attorney



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 14, 2013

12. ADJOURNMENT