

*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 28, 2013
6:30 P.M.**

Rosa Parks Elementary School, 13830 Whispering Hills Drive

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

2. ROLL CALL/INVOCATION /PLEDGE OF ALLEGIANCE:

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

Invocation led by Pastor Sam Tanner with Life Church.

3. PRESENTATIONS/ANNOUNCEMENTS:

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

There are no Presentations/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 – August 14, 2013 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held on August 14, 2013.

5.2 **Approval of Parcel Map No. 36592, Eastvale Gateway South – WLPX Eastvale/Lewis Operating Companies.**

Recommendation: Adopt Resolution No. 13-27, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, APPROVING PARCEL MAP NO. 36592 (PROJECT 13-0486).

5.3 **Warrant Register.**

Recommendation: Approve the payment of the warrants (check numbers 11559 through 11579, 11581 through 11582, and 11584 through 11613 and wire numbers W00117 to W00125) in the amount of \$987,253.93 and payroll in the amount of \$62,883.04.

5.4 **Warrant Register for Council Related Items.**

Recommendation: Approve the payment of the warrants (check numbers 11580 and 11583) in the amount of \$239.53.

6. ***PUBLIC HEARINGS:***

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

There are no Public Hearings.

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.***

There are no Old Business Items.

8. NEW BUSINESS ITEMS:

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

8.1 Contract Award for Orange Street Sidewalk Construction Project 91002.

Recommendation: 1) Approve a contract with Lee & Stires, Inc., the lowest responsive bidder, in accordance with unit bid prices in the estimated amount of \$86,037.26 for the Orange Street Sidewalk Construction and 2) Approve a funding analysis with a total estimated construction amount of \$108,537.26.

8.2 Creation of a City Council Legislative Committee.

Recommendation: Appoint two members of City Council to provide direction to the City Manager on Legislation by the State and/or Federal Government that cannot be accommodated within the normal City Council agenda process.

8.3 Roles of Mayor and Mayor Pro Tem.

Recommendation: Provide direction and establish an Ad Hoc Committee for development of a policy.

8.4 City Council Mediation Process.

Recommendation: Provide direction.

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

12. ADJOURNMENT:

The next regular meeting of the Eastvale City Council will be held on September 11, 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 22, 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 28, 2013

1. CALL TO ORDER



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

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



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

3. PRESENTATIONS/ANNOUNCEMENTS



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 28, 2013

4. *PUBLIC COMMENT/CITIZEN PARTICIPATION*

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

Invocation led by Pastor Rick Morris, with The Crossings Church.

Mayor Bootsma led the Pledge of Allegiance.

Staff present – City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, City Engineer Alvarez, Senior Engineer Indrawan, Chief Building Official Steenson, Finance Director Montoya, Code Enforcement Officer Engelking, Police Captain Feltenberger and Assistant City Clerk Hall.

City Manager Jacobs asked to add an item to the agenda under New Business regarding a letter of opposition to SB439.

3. **PRESENTATIONS/ANNOUNCEMENTS:**

There were no presentations.

4. **PUBLIC COMMENT/CITIZEN PARTICIPATION:**

Loren Meissner, author of History of Eastvale, announced events where the books would be available for purchase and that he had provided copies for the City Council Members, City Manager Jacobs and Public Information Officer Nissen. Mayor Bootsma thanked him for his work.

Daniella McClister, with the Eastvale Chamber of Commerce, updated the City Council on the events of the Eastvale Chamber.

5. **CONSENT CALENDAR:**

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.

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

Motion carried 5-0.

6. PUBLIC HEARINGS:

- 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.

Deputy Finance Director Montoya provided the staff report for the item.

There was discussion regarding the changes in the fees and the calculations used.

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

Public Hearing opened at 6:55 p.m.

Nathan Miller, with the Building Industry Association, thanked City Manager Jacobs for the extension of time for the agency to review the study and stated that the agency would be having their own consultant review the fee study.

Lea Petersen, Public Affairs Manager with Southern California Gas, stated she was thankful for the additional time to review the study.

Ray Hicks, with Southern California Edison, also thanked the City for the extension of time to review the study.

Motion: Moved by Howell, seconded by Rush to continue to the September 25th meeting.

Motion carried 5-0.

7. OLD BUSINESS ITEMS:

7.1 Solid Waste Collection and Disposal Ordinance.

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

City Manager Jacobs stated that Staff had been trying to get in touch with Waste Management but had not heard back from them, so they recommended continuing the item.

There was discussion regarding whether or not the August 28th date was certain.

Motion: Moved by Rush, seconded by Howell to continue the item to August 28th meeting.

Motion carried 5-0.

8. NEW BUSINESS ITEMS:

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.

City Manager Jacobs provided staff report for this item.

Council Member DeGrandpre inquired if the Chamber of Commerce offered the same services that the City was considering contracting for.

City Manager Jacobs stated that the services would be specific to the business asking for assistance, not focused on large groups or networking.

Council Member Rush reported that he met with Mr. McCoy at the SBDC office, and that he felt the money would be well spent on the contract and that the SBDC offers more confidential and financial guidance to small businesses.

There was discussion regarding the use of the services and how businesses that used the service would be tracked.

Motion: Moved by Rush, seconded by Howell to approve the Professional Services Agreement with California Small Business Development Center (SBDC) in the amount of \$10,000.

Motion carried 5-0.

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.

City Engineer Alvarez provided staff report for this item.

Motion: Moved by DeGrandpre, seconded by Rush to approve the Consultant agreement with K & A in the amount of \$73,200.

Motion carried 5-0.

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

Recommendation: Receive and file.

Code Enforcement Officer Engelking provided the staff report for this item.

There was discussion regarding the numbers presented in the report and what items were being tracked.

There was discussion regarding the actual amount of fines collected by the City. Staff would look into the matter and provide the City Council a figure.

There was discussion regarding the remedies that could be pursued if notices and citations were not effective.

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.

City Attorney Cavanaugh provided the staff report for this item.

There was discussion regarding the effect the program would have on sales tax, the fees, public outreach to get people to register, the effects on mobile businesses, registrations for businesses participating in temporary events, and the late fee for renewals.

Kathy Walker, with the Inland Gateway Realtors Association, expressed concern with having realtors, property managers and property owners register. She requested that Item 8.4 and 8.5 be tabled to provide her with an opportunity to work with City Staff on the items.

There was discussion regarding the cost of registering properties and various provisions of the Ordinance.

The Council expressed that the item was part of the 90-day No Tolerance Policy that had been set and needed to move forward to meet the deadlines.

Motion: Moved by Rush, seconded by Howell to hold the first reading of Ordinance 2013-12 with staff's recommendations.

Motion carried 4-0-1 with DeGrandpre voting no.

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.

City Attorney Cavanaugh provided the staff report for this item. He added that he recommended changing the provision that required landlords to notice the tenants when an inspection would occur, the City would send a notice instead. He went to add that the business registration for the property would be held until after the inspection was passed. He stated that Tim Johnson, with the California Apartment Association of the Inland Empire had offered to host informational workshops for landlords.

There was discussion regarding the inspections that would occur and the general process of the program.

There was discussion regarding the Crime-Free Lease Addendum and the Self-Certification program.

Council Member DeGrandpre stepped away from the dais at 8:45 p.m.

There was discussion regarding the annual renewal of registrations.

Council Member DeGrandpre returned to the dais at 8:47 p.m.

There was discussion regarding the various methods that the City could use to receive permission to conduct inspections.

Mayor Pro Tem Rush stepped away from the dais at 8:55 p.m.

Police Captain Feltenberger and City Attorney Cavanaugh discussed the process for receiving warrants to inspect properties.

Mayor Pro Tem Rush returned to the dais at 8:58 p.m.

There was discussion regarding how the program would be a tool to reduce crime in the City.

Kathy Walker, with the Inland Gateway Realtors Association, asked for a delay in approving the item in order for her to work with Staff to review the program. She went on to discuss the screening of potential tenants and her opinion that the program could violate property rights.

Manny DeSilvia, a Realtor/Property Manager, stated that he felt the ordinance would create a police state and that asking for a copy of the lease would be registering tenants' names. He indicated that the City already has the power to stop illicit activities.

Tim Johnson, with the California Apartment Association of the Inland Empire, stated that he worked with City Attorney Cavanaugh on the program and he felt it would be a useful tool to maintain the quality of life in the City.

Danny Kimble, with the Inland Gateway Association of Realtors, stated that he had concerns with the program, and felt that it would profile tenants and landlords as having additional instances of crime. He requested additional time to work with the City on the program.

John Start, with Crime Free Partners of California, stated that he worked with many crime-free organizations and had produced the Crime-Free Lease addendum that was included in the proposed program. He added that he was also a part of the Fair Housing Authority.

There was discussion regarding whether or not this program would help police in fighting the crime issue in the City.

There was discussion regarding who from the community was involved in drafting the program.

There was discussion regarding the Fair Housing Authority and if the program would have any provisions that would violate people's rights.

Motion: Moved by Welch, seconded by DeGrandpre to continue the item to the September 25th City Council Meeting, and to have staff meet with the Realtor Association, Council Member Welch and Mayor Pro Tem Rush to review the program.

Motion carried 5-0.

8.6 Medical Marijuana SB439 Opposition Letter

Public Information Officer Nissen provided staff report for this item.

Council Member Howell stepped away from dais at 9:36 p.m.

Motion: Moved by DeGrandpre, seconded by Welch.

Motion carried 4-0-1 with Howell absent.

9. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Rush thanked Mayor Bootsma and Building Industry Association for the recent luncheon he had attended.

Council Member Howell returned to dais at 9:39 p.m.

Council Member Howell reported that the schools summit meeting was good and she also announced the upcoming Community Foundation Golf Tournament.

Council Member DeGrandpre stated that he was moving forward on SB56 efforts to restore the Motor Vehicle License funding back to the City and he would be traveling to Sacramento in September.

Mayor Bootsma reported that he attended two meetings that day, prior to the City Council meeting.

10. CITY MANAGER'S REPORT:

City Manager Jacobs stated that she would like to create a Legislative Ad Hoc Committee at next meeting to respond to proposal bills.

Mayor Pro Tem Rush recommended that Committee make legislative platform for future.

11. CLOSED SESSION:

City Council Members entered Closed Session at 9:44 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 10:00 p.m. with no reportable action.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:00 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 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

**SUBJECT: APPROVAL OF PARCEL MAP NO. 36592, EASTVALE
GATEWAY SOUTH – WLPX EASTVALE/LEWIS OPERATING
COMPANIES**

**RECOMMENDATION: ADOPT RESOLUTION APPROVING PARCEL MAP NO.
36592 (PROJECT 13-0486)**

BACKGROUND:

Parcel Map No. 36592 is located within the Eastvale Gateway South Commercial Center on Limonite Avenue, east of Hamner Avenue. It consists of 7.07 gross acres, with two (2) commercial parcels. This map has been examined and checked for compliance with City of Eastvale ordinances and the State of California Subdivision Map Act. The City Engineer has reviewed the Parcel Map for substantial conformance with the Tentative Parcel Map 36592 approved by the Planning Commission on July 17, 2013, and accepted by the City Council on August 14, 2013.

All Conditions of Approval have been satisfied.

DISCUSSION:

The Parcel Map is being presented for City Council approval by WLPX Eastvale/Lewis Operating Companies as a simple lot split for the purpose of separating the recently opened 24-Hour Fitness Center from another commercial pad for future retail building. The lot split will allow the parcels to be sold individually without changing the planned development and/or requiring additional public improvements. All major public improvements necessary for the developments have been constructed and installed when the commercial center was developed in 2009/2010.

Survey monuments to mark the Parcel Map boundary corners will be set upon Council approval and map recordation. Sufficient funds have been deposited with the City to guarantee these monuments to be set according the Subdivision Map Act.

FISCAL IMPACT:

There is no fiscal impact to the City

ATTACHMENT:

Exhibit A: Parcel Map 36592
Resolution

Prepared by: Joe Indrawan, Senior Engineer
Reviewed by: George Alvarez, City Engineer
Carol Jacobs, City Manager
John Cavanaugh, City Attorney

RESOLUTION 13-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE
APPROVING PARCEL MAP NO. 36592 (Project 13-0486)**

BE IT RESOLVED AND ORDERED that the City Council of the City of Eastvale pursuant to Government Code Section 66458, hereby approves Parcel Map No. 36592, a copy hereby attached and made part of this Resolution; submitted at the Eastvale City Council meeting in connection with **WLPX Eastvale/Lewis Operating Companies**.

PASSED, APPROVED AND ADOPTED this 28th day of August, 2013.

Ike Bootsma, Mayor

Attest:

Ariel Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

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

I, Ariel Hall, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 13-27 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:

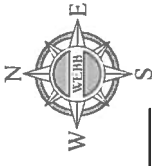
NOES:

ABSENT:

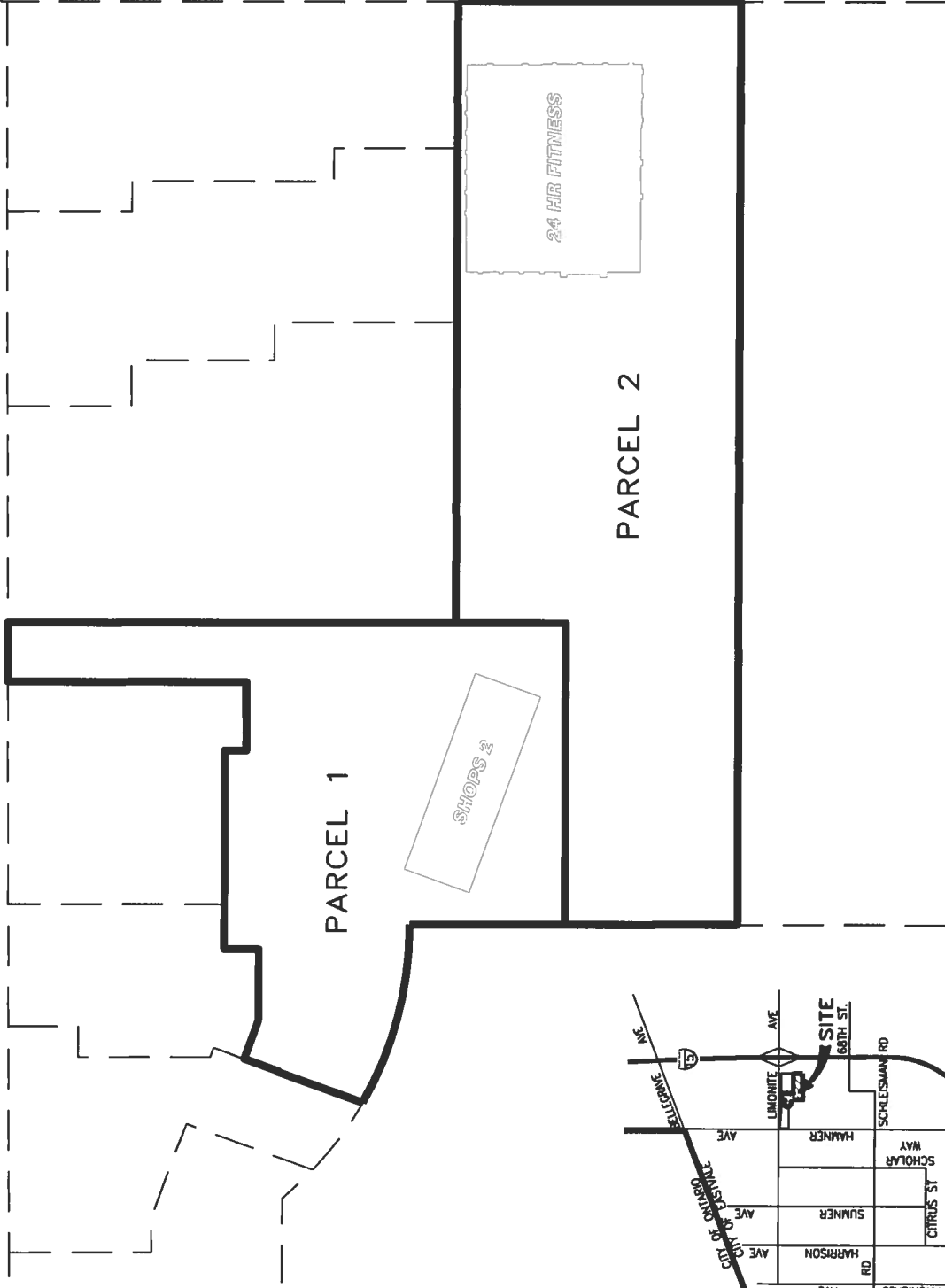
ABSTAIN:

Assistant City Clerk, Ariel Hall

PARCEL MAP NO. 36592



LIMONITE AVE.



VICINITY MAP

NOT TO SCALE



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER

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

BACKGROUND:

The attached list of invoices for services performed was reviewed by the Finance Committee on August 21, 2013 and has been recommended for payment.

DISCUSSION:

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

FISCAL IMPACT:

Funds are available for the payment of the warrants (check numbers 11559 through 11579, 11581 through 11582, and 11584 through 11613 and wire numbers W00117 to W00125) in the amount of \$987,253.93 and payroll in the amount of \$62,883.04.

The warrants have been reviewed and approved by the Finance Committee on August 21, 2013.



Ric Welch, Council Member



Kelly Howell, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
117	ATI001	ATIRA CREDIT MASTERCARD	08/28/2013	
	02PX0YV	ROLATAPES		473.00
	03T2JJA	EZ UP		174.02
	03T5LJX2	LODGING LOCC POLICY MTG 6/12-6/14/13 DE		412.00
	09SE3RQ	POSTAGE ONLINE JUL 2013		15.99
	1Y5B6G9	WEB DOMAIN JUL 2013		2.99
	DNR20FG	CRIME PREVENTION SUPPLIES		1,588.07
	HRABYJX	STATE OF STATE LUNCH 6/25/13 DE GRANDPI		55.00
	KQ1F2ZP	AIR COMPRESSOR WITH TOOLS		316.42
	LHH0325	TWO WAY RADIO		183.58
	Q19KA1V	EZ UP SHADE		832.03
			Total for Check Number 117:	4,053.10
118	CAL006	CALPERS HEALTH	08/28/2013	
	1041	HEALTH INSURANCE AUG 2013		2,676.62
	1041	HEALTH INSURANCE AUG 2013		1,164.70
	1041	HEALTH INSURANCE AUG 2013		1,310.55
	1041	HEALTH INSURANCE AUG 2013		646.05
			Total for Check Number 118:	5,797.92
119	CAL007	CALPERS RETIREMENT	08/28/2013	
	X00755	RETIRE CONT PR 6/29/13 ER		2,049.20
	X00755	RETIRE CONT PR 6/29/13 EE		1,622.86
	X00755	RETIRE CONT PR 6/29/13 SUR BEN		10.80
	X00755	RETIRE CONT PR 6/29/13 EE BUY BACK		339.44
			Total for Check Number 119:	4,022.30
120	CAL007	CALPERS RETIREMENT	08/28/2013	
	X00756	RETIRE CONT PR 7/13/13 ER		2,105.10
	X00756	RETIRE CONT PR 7/13/13 EE		1,618.75
	X00756	RETIRE CONT PR 7/13/13 SUR BEN		10.80
	X00756	RETIRE CONT PR 7/13/13 EE BUY BACK		339.44
			Total for Check Number 120:	4,074.09
121	PR1001	PLIC SBD GRAND ISLAND PRINCIPAL FI	08/28/2013	
	X00757	DENTAL AUG 2013		81.28
	X00757	DENTAL AUG 2013		142.25
	X00757	DENTAL AUG 2013		142.25
	X00757	DENTAL AUG 2013		182.63
			Total for Check Number 121:	548.41

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
122	SCE001 X00754	SOUTHERN CALIFORNIA EDISON ELECT CITY HALL 6/27-7/29/13	08/28/2013	611.76
Total for Check Number 122:				611.76
123	STA003 X00758	STATE COMPENSATION INSURANCE FUJ WOKERS COMP PREMIUMS DEP AUG 2013	08/28/2013	1,518.83
Total for Check Number 123:				1,518.83
124	VER001 9708396458	VERIZON WIRELESS CELL PHONE 7/19-8/18/13	08/28/2013	125.06
Total for Check Number 124:				125.06
125	VSP001 X00759 X00759 X00759	VISION SERVICE PLAN VISION AUG 2013 VISION AUG 2013 VISION AUG 2013	08/28/2013	17.30 31.02 31.02
Total for Check Number 125:				79.34
11559	JOH001 X00740	JOHN CHIANG CALIFORNIA STATE CON AUDIT FY 12/13	08/01/2013 X00740	100.00
Total for Check Number 11559:				100.00
11560	MET002	METLIFE DEF COMP PR 7/13/13	08/01/2013	785.00
Total for Check Number 11560:				785.00
11561	MET002	METLIFE DEF COMP PR 6/30/13	08/01/2013	785.00
Total for Check Number 11561:				785.00
11562	WRC001 X00744	WESTERN RIVERSIDE COUNCIL OF GOV TUMF JULY 2013	08/06/2013	160,243.12
Total for Check Number 11562:				160,243.12
11563	WRR001 X00743	WESTERN RIVERSIDE REGIONAL CONSE MSCHCP JULY 2013	08/06/2013	128,451.99
Total for Check Number 11563:				128,451.99
11564	DOC001 X00749	DEPARTMENT OF CONSERVATION SMIP APR-JUN 2013	08/12/2013	3,105.20
Total for Check Number 11564:				3,105.20

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11565	RCE001 X00770	COUNTY OF RIVERSIDE - EDA PUB REC REQUEST #8012- EASTVALE COM C	08/15/2013	6.30
Total for Check Number 11565:				6.30
11566	14-0004 X00746	SOUTHERN CALIFORNIA PROPERTY MA REFUND DUP BR	08/28/2013	45.00
Total for Check Number 11566:				45.00
11567	ALB001 131573 131574 132424	ALBERT A. WEBB ASSOCIATES PN 11-0271 EAST COMM CTR EIR 4/27/13 PN 11-0271 EAST COMM CTR TRAFFIC REPOR PN 11-0271 EAST COMM CTR TRAFFIC COUNT	08/28/2013	22,459.75 583.99 1,135.36
Total for Check Number 11567:				24,179.10
11568	ALL002 49750 49750 49750 49750	ALLEGRA B CARDS-DEPUTY HOWELL, DEPUTY SMITH B CARDS-MONTOYA B CARDS-PALMER, PERRING B CARDS-NISSEN	08/28/2013	68.40 34.20 68.40 34.20
Total for Check Number 11568:				205.20
11569	ALL004 X00766	DAVID ALLIS PSC STIPEND 5 20 & 6 28/13	08/28/2013	100.00
Total for Check Number 11569:				100.00
11570	AME001 21024 21024 21024	AMERICAN FIDELITY ASSURANCE CO LIFE/CANCER/ACCIDENT PREMS AUG 2013 LIFE/CANCER/ACCIDENT PREMS AUG 2013 LIFE/CANCER/ACCIDENT PREMS AUG 2013	08/28/2013	110.40 50.58 59.90
Total for Check Number 11570:				220.88
11571	AME002 63393 63451 63469	AMERICAN FORENSIC NURSES BLOOD DRAW 6/15/13 BLOOD DRAW 6/30/13 BLOOD DRAW 6/30/13	08/28/2013	153.24 82.16 123.24
Total for Check Number 11571:				358.64
11572	ANT001 X00748	ANTON BARAKAT REFUND APPLICATION WITHDRAWN	08/28/2013	690.22
Total for Check Number 11572:				690.22

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11573	BIO001 27277 27278	BIO-TOX LABORATORIES BLOOD DRAW 6/21/13 BLOOD DRAW 6/21/13	08/28/2013	191.80 776.00
Total for Check Number 11573:				967.80
11574	CAL003 SL131142	CALIFORNIA DEPARTMENT OF TRANSP SIGNALS & LIGHTING APR-JUN 2013	08/28/2013	2,341.41
Total for Check Number 11574:				2,341.41
11575	CAL009 11871	CAL FIRE NORCO CONSERVATION CAMI NAME TAGS (23)	08/28/2013	53.60
Total for Check Number 11575:				53.60
11576	CAV001 3316 3317 3317 3317 3317 3317 3317	CAVANAUGH LAW GROUP LEGAL SERVICES JUL 2013 PN 11-0271 EASTVALE COMMERCE CENTER J PN 13-0486 24 HOUR FITNESS JUL 2013 PN 13-0395 VAN DAELE TM 34014 JUL 2013 CFD 44 JUL 2013 PN 12-0545 BEAZER HOMES TM 31476 JUL 201 PN 13-1456 ENCLAVE MRKPL SOUTH JUL 2013	08/28/2013	13,152.00 5,244.00 752.40 706.80 729.60 456.00 159.60
Total for Check Number 11576:				21,200.40
11577	CHA001 X00760	DARYL CHARLSON PLNG COMM STIPEND 4/17, 5/15, 6/5 & 7/17/13	08/28/2013	200.00
Total for Check Number 11577:				200.00
11578	COV001 1260128839	COVERALL JANITORIAL SERVICE AUG 2013	08/28/2013	210.00
Total for Check Number 11578:				210.00
11579	CRU001 X00769	MELONEE CRUZ PSC STIPEND 5/20, 6/17, 6/28 & 7/15/13	08/28/2013	200.00
Total for Check Number 11579:				200.00
11581	ECO001 5	ECONOMICS CAL RECYCLE GRANT JUL 2013	08/28/2013	2,735.83
Total for Check Number 11581:				2,735.83

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11582	EXP001 X00745 X00745	EXPLORER POST #880 EXPLORER ACADEMY (4 X \$175) EXPLORER ACADEMY 1/2 POST FEE	08/28/2013	700.00 150.00
Total for Check Number 11582:				850.00
11584	HDL001 19568 21045 21045	HINDERLITER DELLAMAS & ASSOCIATE CONSULTING SVCS PROP TAX JUL-SEP 2013 CONSULTING SVCS SALES TAX 3RD QTR AUDIT SVCS SALES TAX 3RD QTR	08/28/2013	3,600.00 975.00 59,558.06
Total for Check Number 11584:				64,133.06
11585	JOB001 1316017	JOBS AVAILABLE AD MGMNT ANALYST POSITION	08/28/2013	367.50
Total for Check Number 11585:				367.50
11586	JOE001 23771	JOE A. GONSALVES & SON LEGISLATIVE ADVOCATE AUG 2013	08/28/2013	3,000.00
Total for Check Number 11586:				3,000.00
11587	JOH002 X00768	ROBERT JOHNSON PSC STIPEND 6/17, 6/28 & 7/15/13	08/28/2013	150.00
Total for Check Number 11587:				150.00
11588	KIL001 X00767	KRIS KILTZ PSC STIPEND 5/20, 6/17, 6/28 & 7/15/13	08/28/2013	200.00
Total for Check Number 11588:				200.00
11589	LEW002 84235	LEWIS OPERATING CORP CITY HALL RENT AUG 2013	08/28/2013	6,232.40
Total for Check Number 11589:				6,232.40
11590	LIN001 X00764	WILLIAM LINK PLNG COMM STIPEND 4/17, 5/15, 6/5 & 7/17/13	08/28/2013	200.00
Total for Check Number 11590:				200.00
11591	MED001 X00765	ROB MEDRANO PSC STIPEND 5/20 & 7/15/13	08/28/2013	100.00
Total for Check Number 11591:				100.00
11592	MIC001 C100044VGD C100044VGD	MICROSOFT CORPORATION IT USER LICENSES AUG 2013 IT USER LICENSES ADJ	08/28/2013	197.16 29.00

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11592:	226.16
11593	MOU001 X00747 X00747	MOUNTAIN VIEW TIRE & SERVICE INC DIAGNOSTIC SVC EXPLORER A/C REPAIR EXPLORER	08/28/2013	160.00 1,041.51
			Total for Check Number 11593:	1,201.51
11594	NAT001 13-6064	NATIONAL DATA & SURVEYING SERVIC RADAR SPEED SURVEY BELLGRAVE	08/28/2013	98.00
			Total for Check Number 11594:	98.00
11595	NAT003 X00752	NATIONWIDE COST RECOVERY SERVIC FORECLOSED PROP REG JUL 2013	08/28/2013	5,743.50
			Total for Check Number 11595:	5,743.50
11596	PAT001 X00762	KAREN PATEL PLNG COMM STIPEND 4/17, 5/15, 6/5 & 7/17/13	08/28/2013	200.00
			Total for Check Number 11596:	200.00
11597	PMC001	PMC	08/28/2013	
	38137	PUB ASSIST JUL 2013		5,702.50
	38137	DEPT MGMT JUL 2013		6,245.00
	38137	DEPT STAFF MTGS JUL 2013		717.50
	38137	ADMIN JUL 2013		302.50
	38137	EXPENSES JUL 2013		27.50
	38137	BLDG PERMIT JUL 2013		1,000.00
	38137	BUS REG REVIEW JUL 2013		520.00
	38138	PN 10-0001 LENNAR/PULTE TR31252 JUL 2013		336.25
	38138	PN 10-0015 MBK TR30896 JUL 2013		105.00
	38138	PN 10-0016 KB HOMES TR30971 JUL 2013		306.25
	38138	PN 10-0028 MERITAGE TR31476 JUL 2013		80.00
	38138	PN 10-0058 NEW DAY CHRISTIAN CHURCH JU		325.12
	38138	PN 10-0121 DR HORTON TM32491 JUL 2013		80.00
	38138	PN 10-0128 JCSD CITRUS JUL 2013		287.50
	38138	PN 10-0140 MERITAGE TR31406 JUL 2013		457.50
	38138	PN 11-0271 LEWIS EASTVALE COMM CTR JUL		12,689.64
	38138	PN 11-0354 ARCO GAS JUL 2013		2,767.50
	38138	PN 11-0366 STRATEGIC PROP MED JUL 2013		301.99
	38138	PN 11-0406 PULTE TR 31252 JUL 2013		60.00
	38138	PN 11-0568 CLOVERDALE MKTPLK II JUL 2013		26.25
	38138	PN 12-0001 DR HORTON TR31492 JUL 2013		862.50
	38138	PN 12-0051 WALMART LIMONITE/ARCHIBALI		303.75
	38138	PN 12-0275 LENNAR TR36382 JUL 2013		1,466.62
	38138	PN 12-0537 CLOVERDALE MKTPL JUL 2013		52.50
	38138	PN 12-0679 BEAZER HELLMAN JUL 2013		506.39

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
38138		PN 12-0750 PAR BIRCHER PARK JUL 2013		1,661.25
38138		PN 13-0120 STARBUCKS ENCLAVE JUL 2013		-455.00
38138		PN 13-0303 ALCOHOL CHANDLER JUL 2013		52.50
38138		PN 13-0315 BOA ATM JUL 2013		180.00
38138		PN 13-0395 VAN DEALE TM34014 JUL 2013		78.75
38138		PN 13-0424 AUTOZONE JUL 2013		227.50
38138		PN 13-0436 NORTH VALLEY TR33041 JUL 2013		62.50
38138		PN 13-0471 ENCLAVE RETAIL JUL 2013		1,002.45
38138		PN 13-0485 GRAINGER SITE JUL 2013		78.75
38138		PN 13-0486 24 HR FITNESS JUL 2013		2,280.00
38138		PN 13-0510 ALCOHOL LITTLE VINNYS JUL 2013		696.25
38138		PN 13-0512 DR HORTON TRAILS JUL 2013		437.50
38138		PN 13-0541 ENCLAVE MKTPL JUL 2013		483.93
38138		PN 13-0556 MIRA LOMA JUL 2013		160.00
38138		PN 13-0573 HALF MOON JUL 2013		337.92
38138		PN 13-0632 STRATHAM HOMES JUL 2013		130.00
38138		PN 13-0672 SOCCER WEARHOUSE JUL 2013		120.00
38138		PN 13-1456 MKTPL ENCLAVE SOUTH JUL 2013		2,292.24
38140		DEV IMPACT FEE JUL 2013		307.50
38140		HOUSING ELEMENT UPDATE JUL 2013		45.00
38140		ZONING CODE UPDATE JUL 2013		67.57
38140		ENTRYWAY MASTER PLAN JUL 2013		405.00
38140		UPDATE TEMP EVENT REG JUL 2013		731.25
38140		MISC CITY MGR REQUEST JUL 2013		1,335.00
		Total for Check Number 11597:		48,247.62
11598	PRE001	THE PRESS-ENTERPRISE	08/28/2013	
	101087369	ADV NIB ORANGE ST		328.90
	101087369	ADV NIB ORANGE ST		299.00
		Total for Check Number 11598:		627.90
11599	RCS001	RIVERSIDE COUNTY SHERIFF DEPARTM	08/28/2013	
	21966	LAW ENF CSO 5/30-6/30/13		14,807.00
	21966	LAW ENF CSO OT 5/30-6/30/13		61.44
	21966	LAW ENF MILEAGE 5/30-6/30/13		16,898.11
	21966	LAW ENF PATROL 5/30-6/30/13		295,633.32
	21966	LAW ENF PATROL OT 5/30-6/30/13		3,100.24
	21966	LAW ENF INVEST OT 5/30-6/30/13		1,423.40
	21966	LAW ENF ZONE OFFICER 5/30-6/30/13		36,336.00
	21966	LAW ENF ZONE OFFICER OT 5/30-6/30/13		1,609.74
	21966	LAW ENF ZONE OFFICER TRAFFIC 5/30-6/30/13		39,742.50
	21966	LAW ENF ZONE OFFICER TRAFFIC OT 5/30-6/30/13		387.53
		Total for Check Number 11599:		409,999.28

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11600	ROS001 X00753	ROSSMAN PLUMBING PLUMBING SVCS 8/8/13	08/28/2013	85.00
Total for Check Number 11600:				85.00
11601	SAN002 9145	SANTA ANA WATERSHED PROJECT FY13/14 SANTA ANA RIVER	AUT08/28/2013	22,668.00
Total for Check Number 11601:				22,668.00
11602	SPR001 24726 25699 25728	SPRINGBROOK SOFTWARE INC FY 12/13 SOFTWARE MAINTENANCE SOFTWARE MTCE FY13/14 TRAVEL EXP GO LIVE 4/28-5/3/13	08/28/2013	11,727.50 23,455.00 1,768.77
Total for Check Number 11602:				36,951.27
11603	STA001 8026297536 8026441662 8026441662 8026441662 8026441662 8026441662	STAPLES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	08/28/2013	22.09 194.55 220.13 206.60 12.95 73.43
Total for Check Number 11603:				729.75
11604	SUN001 15658 15658	SUNSET GRAPHICS SHIRTS-MEDRANO, KILTZ, CRUSE, JOHNSON SHIRTS-CHARLSON, TESSARI, LINK, PATEL, \	08/28/2013	211.41 211.41
Total for Check Number 11604:				422.82
11605	SYN001 219613 219680	SYNOPTTEK MEMORY 8GB CCLK COMPUTER IT SVCS SEP 2013	08/28/2013	144.08 2,505.00
Total for Check Number 11605:				2,649.08
11606	TEK001 2044342	TEK TIME SYSTEMS, INC TIME STAMP MACH	08/28/2013	805.79
Total for Check Number 11606:				805.79
11607	TES001 X00761	JOSEPH TESSARI PLNG COMM STIPEND 4/17, 5/15, 6/5 & 7/17/13	08/28/2013	200.00
Total for Check Number 11607:				200.00

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11608	VAL001 X00763	FRED VALENTINE PLNG COMM STIPEND 4/17, 5/15, 6/5 & 7/17/13	08/28/2013	200.00
			Total for Check Number 11608:	200.00
11609	VIS001 25139	VISION INTERNET PROVIDERS INC WEBSITE HOSTING JUL-SEPT 2013	08/28/2013	1,260.00
			Total for Check Number 11609:	1,260.00
11610	VOY001 869288209330 869288209330	VOYAGER FLEET SYSTEMS INC FUEL 7/24/13 CODE VEHICLES FUEL 7/24/13 HONDA	08/28/2013	369.59 15.39
			Total for Check Number 11610:	384.98
11611	WAS001 X00751	WASTE MANAGEMENT DELINQ SOLID WASTE FEES12/13	08/28/2013	2,157.94
			Total for Check Number 11611:	2,157.94
11612	WRC001 6502 6515	WESTERN RIVERSIDE COUNCIL OF GOV FY13/14 CLEAN CITIES COAL DUES FY13/14 SOLID WST COOP DUES	08/28/2013	6,000.00 2,318.80
			Total for Check Number 11612:	8,318.80
11613	XER001 69407900 69407900	XEROX CORPORATION COPIER LEASE 6/22-7/24/13 COPIER USAGE 6/22-7/24/13	08/28/2013	307.43 520.64
			Total for Check Number 11613:	828.07
			Report Total (62 checks):	<u>987,253.93</u>



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER FOR COUNCIL RELATED ITEMS

RECOMMENDATION: APPROVE THE PAYMENT OF WARRANTS FOR COUNCIL RELATED ITEMS AS SUBMITTED BY THE FINANCE DEPARTMENT

BACKGROUND:

The attached list of invoices for council related expenditures was reviewed by the Finance Committee on August 21, 2013 and has been recommended for payment.

DISCUSSION:

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

FISCAL IMPACT:

Funds are available for the payment of the warrants (check numbers 11580 and 11583) in the amount of \$239.53.

The warrants have been reviewed and approved by the Finance Committee on August 21, 2013.



Ric Welch, Council Member



Kelly Howell, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

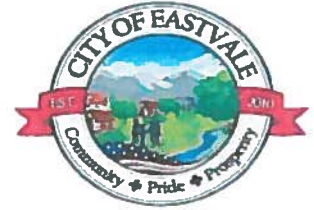
Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

Warrant Register

August 28, 2013



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11580	DEG001 X00754	JEFF DEGRANDPRE REIMB MILEAGE 6/20, 7/8, 8/1/13 DE GRANDPRE	08/28/2013	144.53
Total for Check Number 11580:				144.53
11583	GRE001 52918 X00750	GREATER CORONA VALLEY CHAMBER OF GOOD MRNG CV MTG 8/29/13 BOOTSMA MEETING 6/28, 10/25, 11/29/12 DE GRANDPRE	08/28/2013	20.00 75.00
Total for Check Number 11583:				95.00
Report Total (2 checks):				<u>239.53</u>



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

6. PUBLIC HEARINGS



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

7. *OLD BUSINESS ITEMS:*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

**SUBJECT: CONTRACT AWARD FOR ORANGE STREET SIDEWALK
CONSTRUCTION, PROJECT 91002**

RECOMMENDATION:

- (1) APPROVE A CONTRACT TO LEE & STIRES, INCORPORATED, THE LOWEST RESPONSIVE BIDDER, IN ACCORDANCE WITH UNIT BID PRICES IN THE ESTIMATED AMOUNT OF \$86,037.26 FOR THE ORANGE STREET SIDEWALK CONSTRUCTION**
 - (2) APPROVE A FUNDING ANALYSIS WITH A TOTAL ESTIMATED CONSTRUCTION AMOUNT OF \$ 108,537.26**
-

BACKGROUND:

In July 2012, the City of Eastvale received grant funding to construct sidewalk on the north side of Orange Street west of Scholar Way. This portion of Orange Street currently lacks sidewalks for school children (Exhibit 1). With this project, sidewalks will enhance pedestrian safety by separating vehicular traffic and pedestrians.

DISCUSSION:

Once plans and specifications were completed, bids were advertised on the Press Enterprise on July 12 & 17, 2013, and bids were opened on July 31, 2013. A summary of the bid invitations sent, the bids received, and the bid results are as follows:

Contractors requesting bidding documents:	16
Bids received:	5

NAME OF RESPONSIVE BIDDER	CITY	BID AMOUNT
1. Lee & Stires, Inc	Ontario	\$ 86,037.26
2. JDC, Inc.	Rancho Cucamonga	\$ 91,102.20
3. Unique Performance Construction, Inc.	Anaheim	\$ 96,050.00
4. Hillcrest Contracting, Inc.	Corona	\$ 104,217.30
5. PTM General Engineering Services, Inc	Riverside	\$ 110,110.00

The Engineer's estimate was \$ 108,896.00. A total of five bids were received and all were responsive. The lowest bid was submitted by Lee & Stires, Incorporated for \$ 86,037.26.

In accordance with the California Environmental Quality Act, the proposed project is exempt from future review. A Notice of Exemption (NOE) was filed for the project.

FISCAL IMPACT:

The Funding Analysis shows a total estimated construction cost of \$ 108,537.26 for the project (Exhibit 2). Funds are available for Project No. 91002 under SB821, account number 24-320-6690 and SR2S, account number 24-500-6690 .

ATTACHMENTS:

1. Exhibit 1, Project Location Map
2. Exhibit 2, Funding Analysis
3. Agreement

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



Exhibit 1

FUNDING ANALYSIS

PROJECT NO. 91002

ORANGE STREET SIDEWALK CONSTRUCTION WEST OF SCHOLAR WAY TO EAST
OF CALINA LANE

Construction Cost:	\$ 86,037.26
Contract Administration:	\$ 4,500.00
Inspection:	\$ 7,000.00
Contingency:	\$ 11,000.00
TOTAL ESTIMATED CONSTRUCTION COST:	<u>\$108,537.26</u>

SHORT-FORM CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF EASTVALE
AND
LEE & STIRES, INC.

This Agreement for Construction Services ("Agreement"), is made and entered into this 28 day of August, 2013, by and between the City of Eastvale, a California general municipal corporation organized under the laws of the State of California with its principal place of business at 12363 Limonite Avenue, Suite 910, Eastvale, California ("City") and Lee & Stires, Incorporated, a California (partnership, limited partnership, corporation, etc.) ("Contractor").

SECTION 1. RECITALS

- A. City is a general municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.
- B. Contractor is a professional contractor, experienced in providing public works construction services and is familiar with the plans of the City.
- C. City desires to engage Contractor to construct public improvements associated with the Orange Street Sidewalk Improvements Project as set forth herein.
- D. Contractor has obtained, and delivers concurrently herewith, performance bond, payment bond, insurance documents and other certifications as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Bid documents and Project Plans for Orange Street sidewalk improvements.

SECTION 3. SCOPE OF WORK

- A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **Orange Street Sidewalk Improvements** Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference.

Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **25 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred Dollars (\$500) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive

direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Eighty-Six Thousand Thirty-Seven Dollars and Twenty-Six Cents (\$86,037.26) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, ten percent (10%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of

this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its

performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **City Engineer of Public Works**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor.
Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written

notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention’s or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a \$100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe

walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is

appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILITIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR'S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY

City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: George Alvarez

CONTRACTOR

Lee & Stires, Inc.
634 South Palmetto Avenue
Ontario, CA 91762
Attn: Charles S. Brown

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits "A" through "D" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties 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 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF \$375,000 OR LESS

Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20104, et seq.

SECTION 48. PROHIBITED INTERESTS

A. Solicitation. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CITY OF EASTVALE

By: _____
Ike Bootsma, Mayor

ATTEST:

Ariel Hall, Assistant City Clerk

APPROVED AS TO FORM


John Cavanaugh, City Attorney

LEE & STIRES, INC.

By:  V.P.
Signature

Charles S. Brown
Name

Vice President
Title

ATTEST:

Secretary

C12 A
Classification of Contractor's License

288402
Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work are as follows:

Orange Street Sidewalk Improvements

Sheet 1:	Title Sheet
Sheet 2:	General Notes
Sheets 3-4:	Plan and Profile
Sheet 5:	Cross Sections
Sheet 6:	Construction Details

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Eastvale, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Eastvale by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Eastvale will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.
4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Eastvale. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.
9. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor's responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

LEE & STIRES, INC.

By: 
Charles S. Brown
Vice President

This bond was executed in two (2)
identical counterparts.

Bond No. CAC711098
Premium: \$732.00

EXHIBIT "D" CONTRACT MODIFICATIONS

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF EASTVALE, hereinafter designated as the "City", entered into a Contract dated August 28, 2013, with Lee & Stires, Inc. hereinafter designated as the "Contractor" for the work described as follows:

Orange Street Sidewalk Improvements, Enhancements Project

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, Lee & Stires, Inc.
the undersigned Contractor, as Principal, and Merchants Bonding Company (Mutual)
(corporate surety), a corporation organized and existing under the laws of the State of
Iowa, and duly authorized to transact business under the laws of the
State of California, as Surety, are held and firmly bound unto the City in the penal sum of
Eighty Six Thousand One Hundred dollars (\$86,109.26), lawful money of
Nine and 26/100 the United States, said sum being not less than one hundred (100) percent of the total Contract
amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this

paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of August, 2013.

Merchants Bonding Company (Mutual)
Name of Surety

2100 Fleur Drive
Des Moines, IA 50321
Mailing Address of Surety

(800) 678-8171
Telephone No. of Surety

By: 
Attorney in Fact Dwight Reilly

Lee & Stires, Inc.
Contractor

By: 
Title: Vice President

and
By: _____
Title: _____

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

ACKNOWLEDGMENT

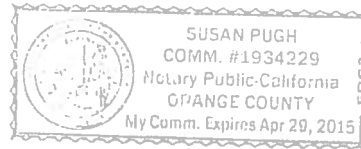
State of California
County of Orange

On August 19, 2013 before me, Susan Pugh, Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Susan Pugh*
Susan Pugh

(Seal)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond No. CAC711098

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

of Orange and State of CA their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

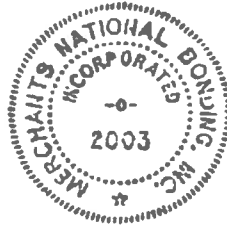
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of February, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 27th day of February, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

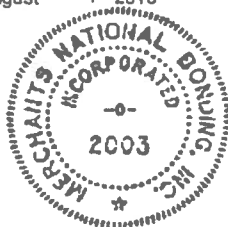


Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of August, 2013.



William Warner Jr.
Secretary

POA 0014 (11/11)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of San Bernardino }
On Aug. 20, 2013 before me, Katrina Richardson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Charles S. Brown
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Katrina Richardson
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond Document Date: 8/19/13

Number of Pages: 2 Signer(s) Other Than Named Above: Dwight Kelly

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

This bond was executed in two (2)
identical counterparts.

Bond No. CAC711098

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF EASTVALE, hereinafter designated as the "City", has awarded to Lee & Stires, Inc., hereinafter designated as the "Contractor" a Contract for the work described as follows:

Orange Street Sidewalk Improvements, Enhancements Project

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, Lee & Stires, Inc., the undersigned Contractor, as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Eastvale in the sum of * dollars (\$86,109.26) said sum being not less than one hundred (100) percent of the total Contract amount payable by the city, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

*Eighty Six Thousand One Hundred Nine and 26/100

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney's fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th
day of August, 2013.

Merchants Bonding Company (Mutual)
Name of Surety

2100 Fleur Drive
Des Moines, IA 50321
Mailing Address of Surety

(800) 678-8171
Telephone No. of Surety

By: [Signature]
Attorney in Fact Dwight Reilly

Lee & Stires, Inc.
Contractor

By: [Signature]
Title: Vice President

and
By: _____
Title: _____

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

ACKNOWLEDGMENT

State of California
County of Orange)

On August 19, 2013 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

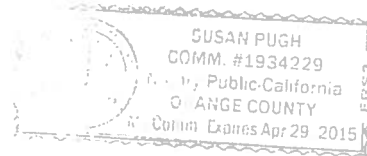
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~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

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

WITNESS my hand and official seal.

Signature *Susan Pugh*
Susan Pugh

(Seal)



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond No. CAC711098

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

of **Orange** and State of **CA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of February, 2012.



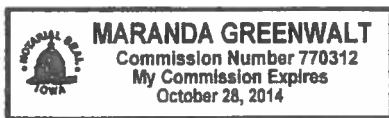
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 27th day of February, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of August, 2013.



William Warner Jr.
Secretary

POA 0014 (11/11)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California }
County of San Bernardino }
On Aug. 20, 2013 before me, Katrina Richardson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Charles S. Brown
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal

Signature: Katrina Richardson
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: 8/19/13
Number of Pages: 2 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



Company Profile

- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's

- Annual Statements
- Quarterly Statements

Company Complaint

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info

- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

MERCHANTS BONDING COMPANY (MUTUAL)
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
800-678-8171

Old Company Names

Effective Date

Agent For Service

KAREN HARRIS
 C/O CORPORATION SERVICE COMPANY
 2710 GATEWAY OAKS DRIVE, SUITE 150N
 SACRAMENTO CA 95833-3505

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

[back to top](#)

NAIC Group List

NAIC Group #: 3479 Merchants Bonding Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- LIABILITY
- MISCELLANEOUS
- SURETY

[back to top](#)

**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
08/19/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crosby Insurance, Inc 8181 E. Kaiser Blvd Anaheim Hills, CA 92808	Phone: 714-221-5200 Fax: 714-221-5210	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:		FAX (A/C, No):														
	INSURED Lee & Stires, Inc P.O. Box 2124 Montclair, CA 91763			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ironshore Specialty Insurance</td> <td>25445</td> </tr> <tr> <td>INSURER B : American Economy Insurance Co.</td> <td>19690</td> </tr> <tr> <td>INSURER C : Navigators Specialty Ins. Co.</td> <td>42307</td> </tr> <tr> <td>INSURER D : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER E : Travelers Insurance</td> <td>25682</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ironshore Specialty Insurance	25445	INSURER B : American Economy Insurance Co.	19690	INSURER C : Navigators Specialty Ins. Co.	42307	INSURER D : Insurance Company of the West	27847	INSURER E : Travelers Insurance	25682	INSURER F :
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	AGS0024701	06/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY			02CE208066-52	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SE13EXC761764IV	06/01/13	06/01/14	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WPL502254900	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			QT6605062C402TIL 13	06/01/13	06/01/14	Lsd/Rntd 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Ten days notice of cancellation will be given for non-payment of premium.
 RE: Orange Street Sidewalk Imp Project. The City of Eastvale, its officials, employees and agents are named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

CITEAST City of Eastvale Department of Public Works 12363 Limonite Ave., Ste. 910 Eastvale, CA 91752	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>As required by written contract. If required by your agreement with such Additional Insured, this insurance shall be primary insurance and non-contributory for that Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in <u>SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS</u>, paragraph 4, Other Insurance, subparagraph c., Method of Sharing.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Blanket as required by written contract and effective during the policy period as stated on the policy declarations.</p>	<p>Blanket as required by contract. Primary Insurance: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and non contributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim, loss or liability determined to arise or result from the additional insured's sole negligence or willful misconduct. The insurance afforded by this policy for the benefit of the additional insured does not apply to 'property damage' to any building, structure or appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" includes single family homes or residences, multi-family homes or residences, condominiums, townhomes, and apartments.</p>

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

Job Description

ANY PERSON / ORG WHEN REQUIRED
BY WRITTEN CONTRACT

ALL CA OPERATIONS

Policy Number: WPL 5022549 00

Insured: Lee & Stires, Inc.

Endorsement Effective: 1/1/13

Coverage Provided by: Ins Co of the West

Issue Date: 1/1/13

Countersigned by:



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: CREATION OF CITY COUNCIL LEGISLATIVE COMMITTEE

RECOMMENDATION: APPOINT TWO MEMBERS OF CITY COUNCIL TO PROVIDE DIRECTION TO THE CITY MANAGER ON LEGISLATION BY THE STATE AND OR FEDERAL GOVERNMENT THAT CANNOT BE ACCOMODATED WITHIN THE NORMAL CITY COUNCIL AGENDA PROCESS

BACKGROUND:

The City of Eastvale has been a member of the League of California Cities (League) since incorporation. The purpose of the League is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians. This is promoted by the following principles.

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.
- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases the League's effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

The League reviews and monitors State and Federal legislation and provides analysis and recommendations of pending bills. If the proposed bill either harms or assists a city the League will take a position and provide some draft language the city may use to contact the legislators.

DISCUSSION:

The State of California legislators often present bills on a schedule which does not coincide with the City Council meetings. Many times a letter of support or opposition is needed immediately in order to support or oppose a bill. Currently, the City has no process to get City Council approval on a bill which may heavily impact the City. The League information is sent to the City Council via email and typically legislator contact information is available should an individual Council member wish to take a position and make a phone call.

The League also develops legislative platforms each year on a variety of issues that impact local jurisdictions as shown in Attachment 1. If the proposed legislation aligns with the legislative platform the Legislative Committee would consider approval of the request by the League.

The proposed Legislative Committee would be comprised of two City Council members and the City Manager. When an action is requested from the League, the City Manager will forward the request to the Legislative Committee and request approval of a letter of support or opposition. This would only occur if time is of the essence and the action is needed immediately. If the request can be processed through the normal City Council agenda, staff will prepare the necessary reports to the City Council for consideration.

FISCAL IMPACT:

None

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



*Summary of
Existing Policy and
Guiding Principles*

MARCH 2012

The Summary of Existing Policy and Guiding Principles document
is available in PDF format on our Web site:

www.cacities.org/summary

1400 K Street
4th Floor
Sacramento, CA 95814
916.658.8200
916.658.8240 Fax
www.cacities.org



VISION

To be recognized and respected as the leading advocate for the common interests of California's Cities.

MISSION STATEMENT

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

WE BELIEVE

- *Local self-governance is the cornerstone of democracy.*
- *Our strength lies in the unity of our diverse communities of interest.*
- *In the involvement of all stakeholders in establishing goals and in solving problems.*
- *In conducting the business of government with openness, respect, and civility.*
- *The spirit of public service is what builds communities.*
- *Open decision-making that is of the highest ethical standards honors the public trust.*
- *Cities are the economic engine of California.*
- *The vitality of cities is dependent upon their fiscal stability and local autonomy.*
- *The active participation of all city officials increases the League's effectiveness.*
- *Focused advocacy and lobbying is most effective through partnerships and collaboration.*
- *Well-informed city officials mean responsive, visionary leadership, and effective and efficient city operations.*

ABOUT THE LEAGUE

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents.

In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes Western City magazine.

To learn more about the League and how to be involved, see inside back cover.

Introduction



This edition of ***Summary of Existing Policy and Guiding Principles*** marks the seventh time since 1997 that the League has published a summary of its existing policies. The original document was prepared by researching and summarizing policy guidelines and positions on past legislation adopted by the League, as well as past League Annual Conference resolutions. It was updated in 2000, 2002, 2004, 2006, 2008, 2010 and again in 2012.

The ***Summary*** was developed with the assistance of the eight standing League policy committees and the League Board of Directors to ensure that the content accurately reflects existing League policy. The 2012 edition reflects policy changes adopted by the League through February 2012 through review of legislation and annual conference resolutions. The ***Summary*** is posted on the League's Web site (www.cacities.org/summary) in its entirety, as well as on individual policy committee pages.

The ***Summary of Existing Policy and Guiding Principles*** is intended to be a living reference that is updated periodically to reflect changes to League policy made throughout the year. In addition, the League uses it to review new legislation that is introduced to determine how it relates to existing League policy. We encourage all cities to review the document carefully and to visit our Web site to identify any additions since this March publication date. The ***Summary*** can be of assistance in better understanding League policy and positions on state and federal legislation. In addition, we encourage cities to adopt all or part of the ***Summary*** so that they may be able to respond in a timely manner to new legislation introduced at the state and federal levels. This will permit cities to become more active in the legislative process and involved in issues impacting cities.

We hope you will find the ***Summary*** useful in your city's involvement in the legislative process and the League. Please do not hesitate to relay any comments you may have about this reference guide to the League's Sacramento office. Your suggestions are always welcome.

A handwritten signature in cursive script that reads "Chris McKenzie".

Executive Director
League of California Cities
March 2012

Table of Contents

<p>Administrative Services3</p> <p>Brown Act/Public Records Act3</p> <p>Political Reform Act of 1974 (PRA)3</p> <p>Governance, Transparency, and Ethics3</p> <p>Elections6</p> <p>Recall Elections6</p> <p>Elected Officials6</p> <p>Legal Issues:6</p> <p>Smoking and Tobacco Control7</p> <p>Community Services8</p> <p>Arts, Cultural Resources, Historic Preservation and Activities8</p> <p>Child Care8</p> <p>Children8</p> <p>Park Bond Funds8</p> <p>Public Libraries8</p> <p>Seniors8</p> <p>Healthy Cities9</p> <p>Employee Relations9</p> <p>Labor Relations9</p> <p>Public Sector Pensions, Compensation and Other Post-Employment Benefits (OPEBs)10</p> <p>Workers' Compensation13</p> <p>Other Employer and Employee Related Issues13</p> <p>Federal Fair Labor Standards Act (FLSA)14</p> <p>Succession Planning and Mentoring14</p> <p>Environmental Quality14</p> <p>Air Quality14</p> <p>Climate Change14</p> <p>Hazardous Materials15</p> <p>Integrated Waste Management16</p> <p>Electronic Waste17</p> <p>Extended Producer Responsibility (EPR)17</p> <p>Single-Use Carryout Bags17</p> <p>Utilities18</p> <p>Electric Industry Restructuring18</p> <p>California Environmental Protection Act (CEQA)21</p> <p>Procedures and Notices21</p> <p>Definition of a Project21</p> <p>Significant Environmental Effect22</p> <p>Alternatives22</p> <p>Coastal Issues22</p> <p>Miscellaneous22</p> <p>Water Policy Guidelines24</p> <p>TABLE OF CONTENTS24</p> <p>I. CALIFORNIA WATER: GENERAL PRINCIPLES26</p> <p>II. WATER CONSERVATION26</p> <p>III. WATER RECYCLING27</p> <p>IV. WATER QUALITY27</p> <p>V. AREAS OF ORIGIN29</p> <p>VI. WATER STORAGE29</p> <p>VII. CONVEYANCE SYSTEMS29</p> <p>VIII. FLOOD MANAGEMENT30</p> <p>IX. GROUNDWATER31</p> <p>X. FISH AND WILDLIFE31</p>	<p>XI. DRAINAGE32</p> <p>XII. RECREATION32</p> <p>XIII. NEW TECHNOLOGY32</p> <p>XIV. FINANCIAL CONSIDERATIONS32</p> <p>APPENDIX A33</p> <p>APPENDIX B34</p> <p>Housing, Community and Economic Development38</p> <p>Planning and Zoning38</p> <p>Housing Element39</p> <p>Housing Finance39</p> <p>Economic Development39</p> <p>Eminent Domain40</p> <p>Rent Control40</p> <p>Subdivision Map Act40</p> <p>Residential Care Facilities40</p> <p>Development Fees40</p> <p>Annexation and Incorporation40</p> <p>Development Agreements41</p> <p>Building Standards41</p> <p>Housing for Homeless41</p> <p>Military Base Closure And Reuse41</p> <p>Mobile Home Regulation41</p> <p>Sign Regulation41</p> <p>Principles for Smart Growth:41</p> <p>Public Safety43</p> <p>Fire Services43</p> <p>Emergency Services43</p> <p>Law Enforcement43</p> <p>Emergency Communications Interoperability44</p> <p>Wildland Urban Interface44</p> <p>Nuisance Abatement44</p> <p>Violence44</p> <p>Indian Gaming44</p> <p>Alcohol44</p> <p>Marijuana Regulation45</p> <p>Graffiti45</p> <p>Sex Offender Management45</p> <p>Corrections45</p> <p>Miscellaneous45</p> <p>Revenue and Taxation46</p> <p>Cities and the League46</p> <p>Legislature or the Voters46</p> <p>State Mandates47</p> <p>Additional Revenue47</p> <p>Reduce Competition47</p> <p>Funding for Counties47</p> <p>Regional Revenues47</p> <p>Federal Streamlined Sales and Use Tax Agreement (SSUTA)48</p> <p>Transportation, Communication and Public Works48</p> <p>Transportation48</p> <p>Public Works49</p> <p>Vehicles49</p> <p>Contracts49</p> <p>Telecommunications49</p> <p>Air Pollution50</p>
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Administrative Services

Scope of Responsibility

The Committee on Administrative Services reviews election law, insurance and tort reform, open meeting law, (the Brown Act), the Public Records Act, the Political Reform Act and other conflict of interest laws, and the regulation of smoking and tobacco products.

Summary of Existing Policy and Guiding Principles

Open Meeting Law (Ralph M. Brown Act) & Open Access to Public Records (California Public Records Act)

- The League supports legislation that recognizes the need to conduct the public's business in public. To this end, the League supported and was a co-sponsor of the original Ralph M. Brown Act and supports legislation that conforms to the intent of the Act. The League also supports the regulation of the state and other public agencies to ensure conformance to the principles of the open meetings provision in the Ralph M. Brown Act.
- The League opposes legislation claiming to enhance open and public meetings that in practice unnecessarily complicates the ability of a local governing body to properly communicate with the public and that discourages communications among governing body members through unproductive restrictions and inappropriate activities.
- The League opposes legislation that would impose further unnecessary restrictions on the action that a governing body can take in closed sessions.
- The League supports legislation that recognizes the realities of other constraints under which a local governing body must operate that necessitates judicious use of closed sessions, including:
 - » The privacy rights granted to individuals under the U.S. and California constitutions.
 - » The personnel issues that have a potential impact on an individual's career and potential earning capacity and that raise serious liability questions for a local jurisdiction.

- » The protection of the taxpayer's interests over property and other acquisitions by a public agency.
- » The proper maintenance of the same attorney-client privilege enjoyed by the private sector.
- The League supports legislation that includes less-than-a-quorum advisory committees within the definition of "legislative body" as defined in the Ralph M. Brown Act, if the committee is composed solely of members of the legislative body whose subject matter jurisdiction has cumulatively lasted two years or less.
- The League supports alternative methods of meeting public notice requirements and enhancing them through the use of cost effective and innovative, technology friendly methods of communication.

Political Reform Act of 1974 (PRA)

- The League supports legislation and regulations that establish sound practices and principles related to political campaigns. Regulations and legislation that restrict or preempt local authority will be opposed.
- The League should continue to explore opportunities to improve and streamline the Political Reform Act and its implementation through regulations.
- The League supports an increase in the fee for the reproduction of statements required under the Political Reform Act from ten cents (\$0.10) per page to twenty-five cents (\$0.25) per page.
- The League opposes legislation that would prohibit the use of public resources to commence an action to enjoin the operation of any law or constitutional amendment that was proposed by initiative petition and approved by the voters.

Governance, Transparency, and Ethics

- Public trust and confidence in government is essential to the vitality of a democratic system and is the reason ethics laws hold public officials to high standards.
- Laws alone cannot foresee or prevent all actions that might diminish the public's trust in governmental institutions. Transparency laws impose the minimum standards of conduct; to preserve public trust, public officials should aspire to conduct that exceeds minimum standards.
- State revisions to laws governing local agency transparency and ethics should address material and documented inadequacies in those laws and have a reasonable relationship to resolving those problems.

Administrative Services

- In order to encourage and facilitate compliance with new transparency and ethics requirements, State laws should be internally consistent, avoid redundancy and be mindful of the practical challenges associated with implementation.
- State officials and agencies should aspire to conform to the same level of transparency and ethical behavior as is imposed on local officials and agencies.
- The League supports legislation that strengthens the ethics laws related to the Board of Administration (Board) for the California Public Employees' Retirement System (CalPERS) including banning the ability for former Board members to do business with CalPERS.

Elections

- The League supports legislation that reduces any unnecessary and costly procedures for conducting a municipal election. The League opposes legislation that mandates costly and unnecessary procedures related to the election process.
- The League supports providing city councils more flexibility to fill city council vacancies including extending the appointment period to fill a vacancy.
- The League supports mail ballot elections.
- The League supports the requirement that the intent and text of a local ballot measure is to be filed with the city clerk and published in a newspaper of general circulation with a filing fee. With regard to any land use measure, the League supports allowing the city council to refer it to the planning agency for a report on the measure's effects.
- The League supports legislation that facilitates newly sworn citizen's voter registration.
- The League supports permitting elections officials to administer voter information electronically so long as such a process remained voluntary to voters.
- The League opposes any legislation or regulation that would prohibit legal action from being filed by any person(s) challenging the validity of the initiative petition or ordinance after the date of the election.
- The League supports a process that would allow a city presented with an allegation of a violation of the California Voter Rights Act (CVRA) to address the allegation before any person may file a lawsuit related to the alleged violation.

Recall Elections

- The League supports legislation that maintains the integrity of the recall process.
- The League supports legislation that reduces the amount of recall abuse while improving, streamlining and ensuring that the public has full knowledge of the issues.

Elected Officials

- The League recognizes that elected and appointed officials receive threats, and have become the target of violence at their homes. The unauthorized publication of home addresses or telephone numbers in newspapers or similar periodicals, like publications on the Internet, is a threat to the security of public officials in their homes. The League supports legislation to extend or provide protection to elected and appointed officials from the unauthorized publication of their home addresses or telephone numbers in newspapers or similar periodicals.
- The League supports requiring both elected local and state officials to maintain their place of residence in the jurisdiction they were elected to represent.

Legal Issues:

1. Attorney-Client Privilege
 - a. The League recognizes the special role of public agency attorneys in protecting the public interest, while at the same time maintaining appropriate and critical attorney-client confidentiality. The basis for this position is the belief that it is the public agency that is the public agency attorney's client, not an individual public official. Thus, the League supports legislation that permits public agency attorneys to breach attorney-client confidentiality to disclose only very serious wrongdoings where internal corrective measures have failed or are futile; the disclosure is made to narrowly circumscribe regulatory agencies and the public agency attorney follows specific procedures.

Administrative Services

1. Government Liability and Tort Reform

- a. The League supports legislation that limits the exposure of local governments to lawsuits related to liability, including but not limited to such areas as unimproved natural conditions, design immunity, hazardous recreational activities, and injuries due to wild animals in public places.
- b. The League supports modifications to the joint liability laws that require the responsible parties in a civil action to pay only their fair share of judgment based on their relative responsibility.

1. Private Sector Liability

- a. The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League policy process.
- b. The League supports legislation that enables cities to better prosecute unfair competition cases (Business and Professions Code 17200) in order to protect consumers and their residents, and that removes the 750,000 population and District Attorney approval for city attorney action in this area. The League opposes legislation that restricts cities from pursuing unfair competition cases beyond the restrictions in current law (2003).

- The League supports and advocates that all 480 California cities be equitably included in the distribution of moneys that the state receives from the Tobacco Settlement Memorandum of Understanding, and believes that the moneys received by counties should benefit all cities within the county and that cities have input into the decision-making process.
- The League supports legislation that requires tobacco retailers to obtain a state-issued license to sell tobacco products, as long as the legislation does not restrict or preempt the ability of cities to enact and enforce their own retail licensing programs and to enforce the state-wide licensing program.
- The League also supports legislation designed to restrict the sale of illegal, counterfeit tobacco products.

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Smoking and Tobacco Control

- The League supports legislation that establishes a statewide smoking and tobacco control standard, as long as such legislation does not preempt the ability of cities and counties to enact local laws that are stronger than the statewide standard or to regulate in areas not covered in the statewide standard. The League opposes legislation that would restrict such local authority.
- The League supports legislation that limits the ability of minors to obtain tobacco and tobacco related products.

Community Services

Scope of Responsibility

The Committee on Community Services reviews issues related to childcare, parks and recreation, libraries, cultural arts and community and human services programs.

Summary of Existing Policy and Guiding Principles

Arts, Cultural Resources, Historic Preservation and Activities

- The League supports continued state funding that recognizes the important role of local arts activities and historic preservation in community life and how these cultural activities affect the social health and economic vitality of cities.

Child Care

- The League supports the creation of more affordable, innovative and quality parks and recreation and child care options for parents and concurrently encourages adherence to strict regulations and guidelines.

Children

- The League believes that the children of California must be recognized as our state's most valuable resource. Their development, education and well-being are key to our state's future. Further, it is essential that each child have the support needed to become a productive citizen in the world of the 21st Century. This involves supporting diverse before-and-after-school programs and creating stronger linkages between municipal services and school-based job training programs in order to produce more job placement opportunities.
- The League promotes the development of a cooperative program with the goal to increase enrollment of California's children in the Healthy Families Program.

- The League encourages cities to promote anti-bullying efforts across California as well as provide education and awareness to the general public about the imminent health and safety concerns for bullied children.

Park Bond Funds

- The League believes that any statewide park bond measure should include a component that provides per capita grants to cities and counties. The League opposes tying local eligibility for grant funds to non-park related issues, such as rent control or housing element status.

Public Libraries

- The League supports full funding of the Public Library Fund so that the State of California can fully fund its share of the program, understanding how libraries play an integral role in building and sustaining our communities. (Additional library-related policy is included in "Restructuring California's Public Library Services," the report of a joint task force co-sponsored by the League, CSAC, California Library Association and the California Association of Library Trustees and Commissioners.)
- The League opposes legislation that requires public libraries to install and maintain computer software for use on computers in the library that prohibits access to obscene material to minors and other library patrons. The League believes that this issue is more appropriately addressed at the local level, in ways that meet local circumstances, and thus is an issue of local control.

Seniors

- The League encourages cities to recognize seniors as a valuable state resource and to develop and improve intergenerational programs and activities. The League supports legislation that would provide funding for side-by-side day care facilities for California's youth, adults and seniors.

Healthy Cities

- The League encourages California cities to help parents make healthy family choices; create healthy schools; provide access to healthy and affordable foods; and adopt city design and planning principles that promote physical activity.
- The League encourages cities to involve youth, especially middle and high school students, with city health-related programs.
- The League encourages cities to address the needs of an aging population through local and statewide planning, education and conference programming.
- The League encourages cities to establish their own rules and regulations pertaining to community recreational activities. (AB 874)

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Employee Relations

Scope of Responsibility

The Committee on Employee Relations reviews issues related to the field of labor relations and human resource management.

Summary of Existing Policy and Guiding Principles

Labor Relations

- The League supports legislation that specifically exempts local public agencies from the requirement to negotiate with any labor or special interest group about matters submitted to the voters of that jurisdiction as initiatives or Charter amendments.
- The League supports efforts to promote, initiate and improve both public and private sector labor-management relations.
- The League supports the long-held position of California courts that public employees cannot engage in strikes.
- The League opposes any system of compulsory and binding interest arbitration, including state-mandates and the imposition of binding arbitration through the initiative process. No arbitrator board or other private person should have any control, direct or indirect, over local budgets, revenues or appropriations.
- The League opposes any legislative action that requires the continuation of the terms of any Memorandum of Understanding (MOU) between a public agency and an employee organization until a successor MOU is agreed upon.
- The League opposes any extension of the State Public Employment Relations Board jurisdiction over local public agency labor relations disputes and charges of unfair labor practices, and also opposes any interference or intervention in local collective bargaining by all labor-management relations councils or boards.
- The League opposes state-mandated compulsory mediation or fact-finding processes that are not mutually agreed upon by the local public agency and its employee organizations, except as provided by local law.

Public Sector Pensions, Compensation and Other Post-Employment Benefits (OPEBs)

1. General Pension Principles

- a. The League supports any locally negotiated retirement system programs that are fair to the taxpayers and to the employees, and that provide long-term financial stability and sustainability.
- b. The League supports the establishment of fair benefits for public employees that are effective in recruiting and retaining a skilled, quality workforce.
- c. The League supports the establishment of public pension systems that can be defended to the taxpayer in a public debate.
- d. The League recognizes and supports the value of a dependable, sustainable, employer provided defined benefit plan for career employees; supplemented with other retirement options including personal savings such as a 457 Plan.
- e. The League supports pension portability across all public agencies to sustain a competent cadre of California public servants.
- f. The League supports pension cost sharing among employees and employers (taxpayers).
- g. The League supports the adoption of a second, lower tier of retirement benefits for newly hired employees.
- h. League supports prohibiting enhancing the second tier pension formulas for twenty years.
- i. League supports basing final retirement salary on the three highest years worked.
- j. The League supports calculating benefits only on base salary eliminating all "spiking." No overtime, vacation or sick leave should be included in the pension calculation.
- k. The League supports meeting any retirement needs for part-time employees with alternatives to a defined benefit plan.
- l. The League supports the establishment of industrial disability retirement benefits that provide fair benefits for an injured employee when the injury is clearly linked to the employee's job.
- m. The League opposes preemption of charter city authority over public pension systems.

- n. The League supports reducing the long-term costs of public pension systems in California.
- o. The League supports reducing public retirement benefit fraud and increasing transparency of other post-employment benefits.
- p. The League supports full participation in the PERS Coalition (PERS/PAC) and its purpose of monitoring legislation, policies and action necessary to maintain or further the interests of contracting agencies.

2. California Public Employees' Retirement System (CalPERS)

- a. The League supports an exemption for retired CalPERS employees, allowing them to work for CalPERS agency under contract or appointment by the local agency.
- b. The League supports broadening the definition of "compensation" to allow employers to offer additional years of service credit under specific conditions (golden handshake), and to extend the period in which local members can purchase public service credit for lay-off periods up to five years.
- c. The League supports certain limitations upon recoveries under judgments against public retirement systems, and supports a requirement that the CalPERS Board of Administration adjust or cancel the retirement allowance of any person convicted of making fraudulent benefit claims.
- d. The League supports actions by the Legislature and the CalPERS Board of Administration to establish a funding base within CalPERS that eliminates the cross-subsidy of pension costs among all employers in the CalPERS system.
- e. The League supports stabilizing employer contribution rates through actuarial principles that "smooth" the impact of volatile investment earnings.
- f. The League opposes declaring eligible for CalPERS benefits those part-time employees who have satisfied a minimum requirement of service, thereby defeating the intent and value of part-time employment.
- g. The League opposes requiring agencies to provide CalPERS information about employees who are not enrolled as members of CalPERS, such as part-time, seasonal, and temporary employees.

Employee Relations

- h. The League supports allowing local agencies the option to utilize excess CalPERS investment assets as determined exclusively by the affected local contracting agency, and as permitted by law, to provide employers the option to amend contracts if funds are depleted.
 - i. The League opposes a requirement that all assets of an employer, including "excess assets," be used in the determination of the employer contribution rate.
 - j. The League supports expansion of the membership of the CalPERS Board of Administration to include one new member appointed by the League of California Cities.
 - k. The League supports: (a) reducing all disability retirement payments for employees hired after a certain date; (b) imposing an earnings test for persons receiving industrial disability retirement; (c) requiring state departments to identify annual unemployment and disability payments in separate budget items; (d) requiring persons receiving disability retirement payments to obtain an annual medical examination; (e) prescribing a 60% cap on payments for either job-related or non-job-related disabilities; (f) eliminating the tax-exempt status of disability retirement payments; (g) requiring mandatory reinstatement for employees certified able to work by medical exam; and (h) discontinuing disability retirement payments if the employee rejects reinstatement.
 - l. The League opposes requiring an employer to continue to pay the salary of a member while PERS makes its decision on the member's application for involuntary disability retirement.
3. Pension Reform
- a. The League supports allowing employees to pick up a portion of the employers' CalPERS costs up to CalPERS limits through negotiation to better share the normal cost of pensions.
 - b. The League supports eliminating the CalPERS contract option of including Employer Paid Member Contributions (EPMC) in the calculation of an employee's base pay for retirement purposes.
 - c. The League supports repealing SB400/AB616 returning to more sustainable benefit formulas of 2% at 60 for miscellaneous employees and 2% at 55 for safety employees.
 - d. The League support having CalPERS provide a broader range of formula choices with lower benefit local options for all types of member classes.
 - e. The League supports eliminating the purchase of "air time" (purchase of time not served).
 - f. The League supports requiring employees to pay the employee's share of CalPERS (e.g. 7-8% for miscellaneous employees and 8-9% for safety employees.)
 - g. The League supports removing caps on the percentages employees can pay for the total cost of CalPERS programs.
 - h. The League supports giving government agencies through the collective bargaining process the option to extend retirement ages for miscellaneous employees up to social security retirement ages. Seek minimum (floor) retirement age of 60 for miscellaneous employees and 55 for safety employees before earning full retirement benefits.
 - i. The League supports prohibiting retroactive pension benefit increases.
 - j. The League supports deleting the 1,000 hours rule for part-time employee mandatory enrollment in CalPERS.
 - k. The League supports prohibiting employees and employers from taking contribution "holidays."
 - l. The League supports providing employers with a hybrid pension system option that caps the defined benefit CalPERS pension at an annual maximum retiree benefit equal to 70% of the retiring employee's eligible base pay (determined by averaging the 3 highest year's pay) and supplement the defined benefit plan with a risk managed CalPERS defined contribution plan. A defined contribution plan should integrate with a defined benefit plan not, as some pension revision plans suggest, substitute for it.
 - m. The League supports eliminating the requirement that any negotiated changes in pension benefits under the Public Employees' Retirement Law (PERL) be voted on twice by the affected employees.

Employee Relations

- n. The League supports, to the extent permitted by federal and state law, a well-designed State Constitutional Amendment or comprehensive legislative overhaul is needed for prospective retirement formula reductions and incremental retirement age increases for current employees to guarantee their already accrued benefits, while making the plan sustainable, affordable and market competitive on a going-forward basis. The amendment should also include a risk-managed CalPERS defined contribution plan for public agencies.
 - o. The League supports restructuring the CalPERS Board of Administration to substantially increase in independent public members (preferably with financial expertise) to ensure greater representation of tax payer interests with regard to public pension decisions.
 - p. The League supports setting uniform standards and definitions for disability benefits and evaluating the level of benefit that is considered as tax exempt. The tax exempt portion should either be eliminated or allowed on a proportional basis to the severity of the disability.
 - q. If the above reforms prove unfeasible or ineffective, the League supports considering a standard public employee pension system where one benefit level is offered to every employee as a further option to restore sustainability to CalPERS.
 - r. The League supports developing a program with the State to ensure that pension programs offered by localities are fully transparent, and that professional actuarial evaluations of unfunded components of other post-retirement benefits (OPEBs) and pension plans are completed.
 - s. The League supports, to the extent permitted by federal and state law, prohibiting payment of pension benefits to a public employee convicted of a felony related to fraudulently enhancing those benefits.
4. Other Post-Employment Benefits (OPEBs) Including Retiree Healthcare
- a. The League urges the PERS Board, and would support legislation to require the PERS Board, to contract with health maintenance organizations (HMOs) or fee-for-service plans, licensed and doing business in other states, to provide health benefits for retired employees who choose to reside outside of California.
 - b. The League supports the PERS Board in developing programs to reduce the rate of medical premium increases and to control medical insurance costs, and urges repeal of current law requiring that contributions toward retiree medical benefits equal the contributions made toward the medical benefits of active employees.
 - c. The League supports legislation permitting cities to establish their contributions toward retiree health premiums through the labor relations negotiating process, including: (a) multi-tiered contribution levels; (b) vesting eligibility other than PERS retirement eligibility; (c) prorated contribution based on age and/or length of service; and (d) different contributions for active and retired employees.
 - d. The League supports addressing Other Post-Employment Benefits (OPEBs), such as retiree health care through comprehensive reform measures.
5. Compensation Principles
- a. The League believes that the standard practice for establishing employee compensation should be reasonably based upon market conditions, transparent, and tied to experience, benefits and salaries at comparable agencies. Compensation should also be based on job requirements, the complexity of both the make-up of the city organization and community, the leadership needed, labor market conditions, and the organization's ability to pay.
 - b. Because the salaries and benefits public employees receive impact public perception, ethical considerations about what is just and fair must be taken into account when determining compensation.
 - c. State revisions to laws governing local agency retirements, benefits and compensation should address material and documented inadequacies in those laws and have a reasonable relationship to those problems.
 - d. In order to encourage and facilitate compliance with new benefits, compensation and retirement laws, State laws and regulations should be internally consistent, avoid redundancy and be mindful of the practical challenges associated with implementation.
 - e. Public retirement systems programs should be fair to taxpayers and employees, and provide long-term financial stability and sustainability.

Employee Relations

- f. Transparency of retirement benefits and other pension obligations ensures the public is informed about the fiscal realities local agencies face as they relate to pension obligations.

Workers' Compensation

- The League supports the principles of narrow causation and definition of injury and supports requiring the employee to prove by clear and convincing evidence that sudden or extraordinary employment conditions were the predominant causes for the injury.
- The League supports existing workers' compensation laws to be liberally construed only after an injury is deemed "specific" and consists of serious physical or bodily harm.
- The League supports the cost containment of medical expenses for workers' compensation claims.
- The League opposes regulations or legislation that would require increased employer medical costs for workers' compensation.
- The League opposes legislation that would permit an employee to use more than one legal process in regard to disability claims (i.e., ADA, workers' compensation, DFEH), or any other erosion of the "exclusive remedy" principle as it relates to disability claims covered under workers' compensation.
- The League supports reforming the way temporary disability (TD) benefits are awarded by increasing the amount of time an injured worker receives TD benefits while at the same time eliminating the disincentive to return to work.

Other Employer and Employee Related Issues

- The League supports a consistent standard for hostile sexual harassment cases by adopting the federal "reasonable victim" standards in matters before the FEHC. The League supports changing the standard from the "viewpoint of a reasonable victim" to a standard utilizing the "perception of reasonable persons of the same gender as the claimant," in order to shift from a gender-based sexual harassment standard to a plaintiff-based standard.
- The League supports efforts to conform the California Family Care Leave Laws to the federal Family and Medical Leave Act (FMLA) laws.

- The League supports the special protection of elected officials, county public defenders, public figures and public employees acting in their official capacity against threats of death or serious bodily injury.
- The League opposes a mandatory Social Security tax on any public sector employees or employers by the federal government. The League's position is that such a tax will result in significantly increased labor costs for many of California's local governments and would adversely affect public sector employers and the retirement benefits of many public sector employees.
- The League opposes any state or federal mandate of benefits on local employees, including, but not limited to, domestic partner benefits and veterans' preferences. The employee benefit structure within local government should be developed locally through the local government collective bargaining process and that process should be strictly honored by the state Legislature and the Governor.
- The League opposes legislation making it a misdemeanor to disclose peace officer personnel records and citizen complaint records, as well as prohibiting the use of documents or information obtained in violation of this procedure in any administrative proceeding against a peace officer, and any measure that makes it more difficult to discipline the misconduct of police officers.
- The League opposes undermining the confidentiality of personnel matters by making peace officer discipline records public.
- The League opposes the mandated inclusion of governmental entities for Occupational Safety and Health Agency (OSHA) violations without appropriate compensation for the mandates.
- The League opposes extending the filing dates for Fair Employment and Housing Commission (FEHC) charges from one to two years, and opposes permitting the FEHC to provide affirmative or prospective relief to prevent the recurrence of an unlawful practice.
- The League opposes prohibiting employers from requesting that an applicant disclose information or use for employment related decisions information concerning a criminal conviction that was expunged or judicially ordered sealed.

Federal Fair Labor Standards Act (FLSA)

- The League supports federal legislation to modify inappropriate sections of the FLSA as it relates to local governments, including, but not limited to, the administrative and professional exemptions, salary tests and the definition of hours worked. The League supports the position that the FLSA was inappropriately applied to state and local governments through court decisions and was never designed to regulate public sector employment. The waste of state and local resources in litigation argues for repeal of the FLSA as it relates to local government.

Succession Planning and Mentoring

- The League supports local government succession planning and mentoring programs, and encourages each League Department to actively discuss and support efforts to establish a program, and to utilize the Personnel and Employee Relations Department's Mentoring Video as a model. The League recognizes that public sector employees will retire from service within the next five to ten years in critical positions such as department heads, managers, and supervisors. The League also recognizes that public sector employers are faced with the absence of a comprehensive, succession-planning strategy, which will impact all departments in the public sector from public safety to miscellaneous employees.

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Environmental Quality

Scope of Responsibility

The Committee on Environmental Quality reviews issues related to air, water and water quality, climate change, CEQA, integrated waste management, hazardous materials, coastal issues, and utilities.

Summary of Existing Policy and Guiding Principles

Air Quality

- The League supports inclusion of city officials on the governing boards of air districts and opposes efforts to delete such city representation.
- The League believes cities should have the authority to establish local air quality standards and programs that are stricter than state and federal standards. The League opposes efforts to restrict such authority.
- The League opposes legislation redirecting the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.
- The League opposes air quality legislation that restricts the land use authority of cities.
- The League supports the requirement that both public and private diesel garbage trucks be retrofitted to reduce the amount of particulate matter pollution emitted from the trucks. (See also *Integrated Waste Management Section* below.)

Climate Change

- The League recognizes that climate change is both immediate and long term, with the potential for profound environmental, social and economic impacts to the planet and to California.

Environmental Quality

- Through the Global Warming Solutions Act of 2006 (AB 32 (Nuñez) Chapter 488, Statutes of 2006) California has embarked on a plan that requires the reduction of greenhouse gas emissions to 1990 levels by 2020. Although uncertainty remains about the pace, distribution and magnitude of the effects of climate change, the League recognizes the need for immediate actions to mitigate the sources of greenhouse gas emissions and has adopted the following principles:
 1. Action Plans for Mitigating Greenhouse Gas Emissions. Encourage local governments to complete an inventory of greenhouse gas emissions, set appropriate reduction targets, and create greenhouse gas emission reduction action plans.
 2. Smart Growth. Consistent with the League's Smart Growth policies, encourage the adoption of land use policies designed to reduce sprawl, preserve open space, and create healthy, vibrant, and sustainable communities.
 3. Green Technology Investment Assistance. Support tax credits, grants, loans and other incentives to assist the public, businesses, and local agencies that invest in energy efficient equipment and technology, and fuel efficient, low emission vehicles.
 4. Energy and Water Conservation and Efficiency. Encourage energy efficiency, water efficiency, and sustainable building practices in new and existing public, residential and commercial buildings and facilities. This may include using the U.S. Green Building Council's LEED program or similar systems.
 5. Increase the Use of Clean Alternative Energy. Promote the use and purchase of clean alternative energy through the development of renewable energy resources, recovery of landfill methane for energy production and waste-to-energy technologies.
 6. Reduction of Vehicle Emissions in Public Agency Fleets. Support the reduction of vehicle emissions through increased fuel efficiency, use of appropriate alternative fueled vehicles, and/or low emission vehicles in public agency fleets. Encourage the use of appropriate alternative fueled vehicles, and/or low emission vehicles in private fleets.
 7. Climate Change Impacts. Encourage all levels of government to share information to prepare for climate change impacts.
 8. Coordinated Planning. State policy should encourage and provide incentive for cities to coordinate and share planning information with neighboring cities, counties, and other governmental entities so that there are agreed upon regional blueprints and strategies for dealing with greenhouse gas emissions.
 9. Water Supply for New Development. Encourage exchange of water supply information between state and local agencies, including information on the impacts of climate change on state and local water supplies.
 10. Recycles Content and Green Purchasing Policies. Encourage the adoption and implementation of recycled content and green procurement policies, if fitness and quality are equal, including the adoption of an Environmental Management System and authorization of local agencies to consider criteria other than only cost in awarding contracts for services.

Hazardous Materials

- The League supports the ability of local governments to enact local standards or regulations that are stronger than those enacted at the state and federal level. To this end, where the city fire department is the lead agency for regulating and enforcing hazardous materials laws, the League supports the provisions of existing law that permit a local fire department to adopt stronger local requirements, as long as it complies with specified procedures to enact such stronger local standards. The League opposes legislation or regulations that restrict such authority.
- The League supports efforts to streamline and coordinate hazardous materials regulation among various levels of government, including city fire and county environmental health departments. The League supports the ability of city fire departments to be administrating agencies for any of the major hazardous materials laws or to be the lead agency (the Certified Unified Program Agency) under the SB 1082 program, and opposes legislation or regulations to restrict such authority.
- The League opposes any efforts to restrict the ability of cities to issue building or other permits it is now authorized to issue relative to hazardous materials laws.
- The League opposes any proposals that would preempt the ability of a city to deny a land use permit or restrict its ability to issue a conditional use permit for the siting of a hazardous waste facility.

- The League opposes legislation that mandates that cities post information on the Internet regarding adoption, amendment or repeal of hazardous materials ordinances. However, the League does not object to legislation that makes such posting voluntary.

The League supports the following principles related to Brownfields Revitalization:

1. The League supports state and federal legislation that would create additional fiscal resources and options to restore and develop urban and industrial brownfields contaminated by hazardous materials. The League also supports creative state and federal efforts to encourage revitalization and better use of abandoned urban and industrial brownfields, as long as local governments retain existing land use authority.
2. Cities should have the ultimate say on whether a proposed brownfield remediation project is consistent with local land use policy. The proposed use of a project (i.e., parking garage, business park, residential development) should be consistent with a city's general plan and land use authority.
3. The clean-up level of a project should be based on its proposed use (i.e., parking garage, as oppose to residential development).
4. Mechanisms, such as restrictive covenants of deed restrictions, need to be in place to ensure that if a future use for a property is different than that which was proposed when the site was cleaned up, that the clean-up levels be re-evaluated and additional remediation be required before the new use can be approved.
5. Local agencies do not have the desire or generally the expertise to do the technical evaluation for site assessment and remediation plans. Appropriate state agencies should have that responsibility.
6. If a property owner plans to develop the site, then the owner should be required to do the necessary site assessment and clean up.

Integrated Waste Management

- The League supports continued efforts by local agencies to meet the 25% and 50% recycling and diversion provisions of the Integrated Waste Management Act of 1989 (AB 939) and believes that decisions on how to achieve those requirements are best determined at the local level, rather than by state agencies. The League believes that those jurisdictions that have made a good faith effort to comply with the requirements of AB 939 should not be subject to enforcement penalties. The League opposes the repeal of AB 939, but supports continued efforts to streamline its provisions and to assist in compliance.
- The League believes that green waste used as alternative daily cover (ADC) should be eligible for limited AB 939 credit, as long as the ADC meets performance and health and safety criteria established by the California Integrated Waste Management Board (CIWMB), now the California Department of Resources, Recovery & Recycling (Cal Recycle).
- The League opposes efforts to dismantle the CIWMB and transfer its functions to a department. This position is based upon the need to have public access to decision makers outside of the administrative process, similar to access that Waste Board members currently provide. The League supports inclusion of a designated local government representative on the CIWMB.
- The League continues to support legislation to provide changes to AB 939 (the California Integrated Waste Management Act) that will:
 - » Place more emphasis on implementation of waste diversion programs and less strict mathematical accounting;
 - » Require Cal Recycle to evaluate the level of accuracy of the existing system the board uses to measure jurisdictions' achievement of the waste diversion requirements of state law and develop appropriate policies, in consultation with local jurisdictions, to account for any inaccuracies in the system;
 - » Encourage the development of non-burn transformation technologies by providing full diversion credit for the waste that jurisdictions send to non-burn transformation facilities;
 - » Require the board to expand its market development activities, including providing more funding for research and development of markets for recyclable materials; and

Environmental Quality

- » Require Cal Recycle to staff its existing regional offices with personnel that can assist jurisdictions in carrying out the requirements of the act.
- The League supports legislation and other efforts to increase the markets for recycled materials, including advance disposal fees, minimum content laws, and recycling market development zones. The League opposes legislation that requires local governments to adopt refuse fees based upon variable can rates.
- The League supports efforts to strengthen curbside recycling programs and opposes efforts to weaken such programs. The League supports legislation to expand the container types included in the AB 2020-bottle bill program.
- The League supports the right of cities under existing law to be designated as Local Enforcement Agencies for solid waste facility permitting, inspection and enforcement, and opposes legislation to restrict this authority or transfer it to state agencies.
- The League opposes legislation that would preempt local land use authority over solid waste facilities, would restrict the ability of a city to issue a land use permit for a solid waste facility or would restrict the ability of a city to condition such facilities through the conditional use permit process.
- The League does not oppose legislation that assesses fees on solid waste that is disposed of out of state, as long as the fees reflect the pro-rata portion of in-state costs.
- The League opposes legislation that would authorize the Director of Cal Recycle to consider landfill capacity as a reason for denying concurrence of a solid waste facility permit and also opposes legislation that would prohibit a public agency from being certified as a Local Enforcement Agency if the public agency is also an operator of a solid waste facility.
- The League opposes legislation that would authorize the Director of Cal Recycle to consider environmental justice as a basis for concurring or denying a solid waste facility permit. The League has adopted the policy that issues of environmental justice are best addressed at the local level through the local land use and public hearing process and through existing federal and state policy.
- While the League supports the retrofit of public and private diesel fueled garbage trucks to reduce particulate matter air pollution (see Air Quality section), the League opposes funding such retrofits in a way that would either interfere with the existing franchise relationship between local governments and haulers or would impose a surcharge on landfills.

Electronic Waste

- The League supports legislation implementing the concept of manufacturer responsibility for electronic waste (e-waste). This includes, but is not limited to, encouraging or providing incentives for e-waste recycling, requiring manufacturers of computer, cathode -ray tube (CRT) and other electronic products considered universal wastes, to operate or fund comprehensive, extended producer responsibility programs. Such programs should require products to be sustainably designed and labeled, offer financial incentives to consumers to properly dispose e-wastes, encourage recycling, reuse and collection programs by manufacturers, incentives to consumers to redeem or recycle e-waste, and fund a convenient collection infrastructure.
- The League supports statewide and manufacturer education programs to educate consumers about e-waste and recycling efforts.
- The League supports an advance disposal fee on computer and other electronic products in order to fund such manufacturer responsibility programs and local collection and recycling programs.
- The League supports national efforts to address the e-waste problem.

Extended Producer Responsibility (EPR)

- The League supports legislation implementing producer responsibility. This includes, but is not limited to, mandating or providing incentives including funding for comprehensive producer responsibility programs for hazardous and universal wastes and products and packaging for which disposal or recycling is problematic for local governments.

Single-Use Carryout Bags

- The League supports in concept legislation that charges a fee for all consumers for single-use carryout bags at the point of sale; however, the League does not have a position on the amount of the fee except that it should be set to modify consumer behavior.
- Cities should be eligible for moneys generated from any fee placed upon single-use carryout bags, provided those dollars are used by the city to mitigate the effects of single-use carryout bags on the storm water, solid waste diversion, visitor education and awareness, and water quality in the city. Any application for funding provided to cities by single-use carryout bag fees should be streamlined, simple and not overly burdensome.

Environmental Quality

- The League supports CEQA exemptions for single-use carryout bag bans or a programmatic EIR.
- The League opposes any bill that would preempt local governments from individually banning or placing a fee on single-use carryout bags distributed within the city.

Utilities

- The League supports the constitutional right of municipal utilities to operate outside the jurisdiction of the California Public Utilities Commission (PUC) and opposes any legislation that would erode the ability of municipal utilities to operate, or place them under PUC control.
- The League opposes legislation that dictates the mix of generating sources (i.e., hydro, coal, biomass, wind, etc.) used by municipal utilities.
- The League opposes any legislation that interferes with local utility rate setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund.
- The League is neutral on legislation requiring municipal electric utilities to include a "renewable portfolio standard" (RPS) in their mix of sources of electricity, as long as the requirement is the same as that which applies to investor-owned utilities. The League opposes legislation that requires municipal electric utilities to meet an RPS that is stronger than that applied to investor owned utilities.
- The following principles will guide the League's position regarding exit fees to avoid cost shifting for newly formed municipal utilities or extensions of existing municipal utilities:
 1. A mechanism or venue other than the PUC should be used to determine and impose the exit fees in order to prevent PUC jurisdiction over municipal utilities. For example, exit fees might be best evaluated and incorporated by the courts as part of eminent domain and the condemnation proceeding used when a city wishes to take over the IOU's distribution system.
 2. The League does not object to fair exit fees to avoid cost shifting for customers that were actually served by an investor-owned utility.
 3. Exit fees should consist of payments of a fair share of the DWR bond costs, a fair portion of the IOU under collections and a fair share of the remaining amount of the CTC (competition transition charge, left over from AB 1890).

4. Exit fees should not be charged to newly annexed municipal utility territory that was never served by an IOU (so called "greenfields").
5. In addition, the League believes photovoltaic systems should be completely exempt from any type of exit fee.

Electric Industry Restructuring

- The League supports restructuring of the electricity services industry, provided it meets the following criteria:
 1. Support the Concept. The League of California Cities supports the concept of electric industry restructuring if it results in lower electricity rates that continue permanently into the future. The League does not support or oppose any specific form of restructuring and believes the program ultimately implemented must satisfactorily address the adopted criteria listed below. Any new industry restructure should be based on a thorough economic analysis of the full costs and potential benefits of the alternatives under consideration.
 2. Equitable Benefits. Any restructuring program should result in all ratepayers directly sharing in the benefits equitably.
 3. Municipal Utilities. Any restructuring program should maintain the concept of municipal utilities. No restructuring proposal should abridge the existing authority of municipal utilities to operate or abridge the ability of cities to form municipal utilities in the future.
 4. Franchise Authority. Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral relative to revenue currently received from franchises.
 5. Aggregation. Under any restructuring program agreed upon by the PUC or the Legislature, cities should have the opportunity to become aggregators for municipal operations or the community at large. As an aggregator, a city would be able to combine the electric loads of various users and negotiate the purchase of electricity for those users.
 6. Stranded Investments. The problem of stranded investments should be resolved in a way that keeps investors, ratepayers, and generators financially whole. Any policy to deal with stranded investments for large energy producers (i.e., nuclear power) should be applicable to all other producers (i.e., independent power producers).

Environmental Quality

7. Wheeling. Any program should facilitate the wheeling of electricity between generators and users.
 8. Alternative Sources. Consistent with existing League policy that supports the development of alternative energy sources, any restructuring program should incorporate support for alternative energy in order to enhance the mix of energy sources available in California, both for environmental and strategic energy security reasons.
 9. Biomass. The unique problems of the biomass industry, as they relate to California's solid waste infrastructure, should be fairly resolved in any deregulation program.
 10. Social and Environmental Impacts. Consistent with existing League policy, California should not abandon its energy programs that provide social and environmental benefits.
- In addition to those policy guidelines, the League agrees that cities that are aggregators should be required to follow the same consumer protection standards as other aggregators, that participation in aggregation by an electricity user should be voluntary, and that cities should have the opportunity to serve as aggregators for their municipal operations or for those residential or commercial customers who wish to participate in a city-sponsored aggregation program.
 - Finally, the League believes that any federal action in the area of electricity restructuring must not preempt legislation and actions in states that choose to restructure their utility industry if such federal action relates to state and local government home rule authority. This includes authority related to regulation of rights-of-way, franchises, taxing utilities and services, or to aggregate.
- In response to the energy crisis of 2001, the League adopted the following principles related to energy:
1. Land Use Control. Local control over land use should be inviolate. The League will oppose legislation that restricts local land use control beyond that which is already in existing law.
 2. Municipal Utilities. The autonomy of municipal utilities should not be eroded. The League will oppose any legislation that harms municipal utilities.
 3. Energy Prices and Rates. The League is concerned about the impacts of escalating energy prices on the overall economic health of our state, including city budgets. Although at this time the League will not get involved in individual bills dealing with technical aspects of pricing, the League believes that any solution to address the short and long term energy price situation should meet several key criteria.
 - » The League believes energy prices should encourage conservation and reward those who reduce energy use (i.e., tiered rates).
 - » The League is concerned about the impacts of escalating energy prices on low income residents and small businesses. The League supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community.
 - » In designing rates, the state should be aware of the operational constraints of some businesses and thus their potential inability to take advantage of conservation pricing. Thus, the state should provide other incentives to conserve to businesses that cannot take advantage of other options.
4. Conservation in City Facilities. Support legislation that provides direct funding for conservation and demand reduction projects in city facilities.
 - » Work to obtain the greatest level of funding for local governments, and work with all authors and the Administration in crafting legislation that will be most effective and beneficial to local governments.
 5. Siting Energy Facilities– Incentives to Local Governments. Funding should be available to cities to streamline the siting process at the local level.
 - » Eligible projects to receive incentive payments would not only cover new electricity generating facilities, but also projects to expand existing generation facilities, to replace them with more efficient facilities, or to build renewable projects, including photovoltaics, fuel cells or cogeneration.
 - » In order to stimulate the development of these facilities, it will be necessary to provide additional long-term community benefits that the local government can demonstrate to its citizens.
 - » Any city or county that approves siting of a privately developed generating facility should receive 100% of the property tax of that facility. To stimulate development of projects such as cogeneration facilities, the standby charges for the facility should be waived.
 - » The state should provide additional financial assistance to cities and counties for such projects, which could include the cost of transmission line extension.

Environmental Quality

- » The League will work to ensure that there are no negative impacts on municipal utilities from efforts to streamline energy facility siting.
6. Power Plant Siting – Other Issues. Support legislation that increases the threshold at which a city is the lead permitting agency for an energy facility from 50 to 100 MW (or above). Oppose legislation that decreases this threshold.
- » Take no position on proposals to streamline the facility approval process, except to suggest appropriate revisions to reflect technical comments from city experts on local government review and comment-related provisions.
 - » Explore exempting cities with municipal utilities completely from the Energy Commission review process for all power plants proposed within their jurisdiction, regardless of the size of the facility (i.e., the municipal utility city would have lead agency authority, regardless of the size of the facility).
7. Environmental Regulation of Power Plants. The League should not get directly involved in legislative discussions and should not take a position on legislation to relax, suspend, or eliminate environmental regulation, with several exceptions.
- » If environmental standards are relaxed, suspended, or eliminated, the League should seek legislation to ensure that cities do not bear the burden of meeting the shortfall in environmental protection. For example, suspended or reduced waste discharge requirements for a power plant may result in increased hot or salty cooling water discharged from a power plant into a bay or stream. Publicly owned treatment works should not be required to meet a higher discharge level to offset the power plant discharge or fined as an indirect result of the increased water pollution that would result. Similar arguments can be made for air pollution burdens. There should be some sunset included for environmental waivers for re-powering of existing facilities and all new plants should be required to meet the BACT (best available control technology) standard.
8. Public Power Options. Support all bills that enhance the public power options available to cities and counties.
- » Condition support and/or sponsorship upon the correct language being written. Work with municipal utilities and others to ensure the provisions are drafted properly.
- » The League should not support legislation that would give up the existing, limited authority of cities to regulate cable and telecommunications companies as a trade-off to make it easier to form a municipal electric utility.
9. Interruptible Rates. The League should take no position on legislation dealing with changes to interruptible rates, but should watch the subject carefully.
- » The League should comment on legislation, as appropriate, to express concern that resolution of the issue should seek equity in how it handles classes of ratepayers and communities. Legislation should take into consideration economic gains previously made by customers on interruptible rates and should provide assistance for those caught in extreme situations.
10. Rotating Outages – Exemptions. The League should not get directly involved in bills dealing with which type of customers are exempt from rotating block outages and should not take a position on these bills. However, the League should work with police and fire chiefs to ensure that police and fire facilities are appropriately protected either legislatively or administratively, if proposals move ahead to expand the range of exempted facilities.
- » The League should seek legislative or administrative resolution giving advance notification to those businesses, such as some agricultural businesses, that use hazardous materials that could pose a danger if the plant is not shut down properly.
 - » The League should seek grant or loan funding for essential services (i.e., police/fire, water/waste water) to purchase new or replace existing backup generators that are more energy efficient and less polluting.
11. Wholesale Regional Price Caps – Federal Legislation. The League should not take a position on federal legislation to give the Secretary of Energy authority to impose regional wholesale price caps on electricity. This is a mixed bag and the League should stay out of the issue.
12. Price Gouging by Electricity Suppliers. The League should send a letter to the Governor and Attorney General supporting their ongoing efforts to determine whether wholesale market abuse occurred and asking that appropriate action be taken to remedy the problem if illegal activity occurred.

California Environmental Protection Act (CEQA)

Procedures and Notices

- **Fair Argument Test.** The League strongly opposes the elimination of the fair argument test as the threshold for determining whether to prepare an Environmental Impact Report (EIR). There are a number of other reforms that will reduce CEQA's complexity while preserving the fair argument test's role as a planning tool. These include funding for Master EIRs and eliminating attorneys fees for petitioners.
- **Master EIR Funding.** The League strongly supports the development of a funding source for Master EIRs. Both of the proposals contained in the Little Hoover Commission report would meet the needs of cities.
- **Exemption for Modified Project Renewals.** The League opposes exempting the renewal or reissuance of a permit, license, or other entitlement where there is a change in the project.
- **Centralized Responsible Agency Notification.** The League opposes shifting the responsibility to notify responsible agencies from the lead agency to the State Clearing House.
- **Centralized Responsible Agency Notification.** The League opposes making identification of Responsible Agencies at the Notice of Preparation stage by other than the Lead Agency (e.g., the Office of Planning and Research) conclusive so that agencies not identified would be barred from later commenting on projects.
- **Responsible Agency Documentation.** The League supports requiring that Responsible Agency comments be supported by specific referenced documentation.
- **Substitution of Environmental Impact Statements.** The League opposes allowing an Environmental Impact Statement to be substituted for an Environmental Impact Report in any situation other than military base closures because the National Environmental Policy Act does not contain CEQA's duty to mitigate.
- **Duty to Respond to Comments.** The League opposes shielding lead agencies from responding to comments received more than 30 days after a Notice of Preparation (NOP) or received verbally.

- **Timelines for CEQA Contracts.** The League supports eliminating subdivision (b) of Public Resources Code Section 21151.5, which mandates the timeline for entering into CEQA contracts.
- **Arbitration of Disputes.** The League supports adding an arbitration option to the requirement that each county over 200,000 designate a "CEQA judge." Among the issues that will need further refinement are whether an alternative dispute resolution process should be a condition precedent to litigation, whether the alternative dispute resolution process would be binding on participants, and how to limit the alternative dispute resolution process to CEQA adequacy issues rather than community mitigation issues.
- **Bounty Hunter Limitations.** The League supports discouraging lawsuits that have little merit by eliminating the availability of section 1094.5 of the code of civil procedure fee recovery to petitioners or by authorizing cities to collect their fees and costs where they prevail.
- **Recirculation Standards.** The League supports raising the threshold for recirculation of EIRs so that only new "significant unavoidable impacts" would necessitate recirculation.
- **Basis for Statements of Overriding Considerations.** The League supports clarifying that the basis for Statements of Overriding Considerations is information contained in the record.
- **Compliance with Local Public Notice Requirements.** The League supports legislation to require all projects proposed by state or local public agencies, including universities, community colleges, schools, counties, cities, and special districts, to comply with the identical local public notice requirements that would be applicable to projects sponsored by private developers in the jurisdiction where the project is located.

Definition of a Project

- **Effect on the Environment.** The League supports narrowing the definition of "project" to prevent CEQA lawsuits on non-environmental matters.
- **School Operations Exemption.** The League supports exempting any school closure or student transfers from CEQA.
- **Categorical Exemption for Nonindustrial Infill Projects.** The League supports expanding categorical exemptions to include development projects in urbanized areas that are consistent with general plans, zoning and cumulative impact projections analyzed in a Master EIR. Such projects should be limited infill and nonindustrial.

Significant Environmental Effect

- **Significance Thresholds.** The League opposes the creation of a new mandate requiring each city to develop boilerplate significance thresholds. The League also opposes a single statewide set of standards for determining significance at the local level. Instead, the League supports requiring that each EIR contain significance thresholds formally adopted by the lead agency for the project.
- **Consideration of Socio-Economic Factors.** The League opposes adding social, economic, recreational or other factors to be considered when analyzing the significance of environmental impacts.
- **Indirect Effects.** The League opposes amending the definition of effects to eliminate the analysis of indirect and cumulative environmental effects.
- **Cumulative Effects.** The League supports the elimination of EIRs for projects with solely cumulatively significant impacts where the impact has been addressed by a comprehensive plan that identifies specific mitigation measures.
- **Cumulative Effects.** The League opposes exempting projects that are subject to their own subsequent environmental review from consideration as a reasonably foreseeable future project when analyzing cumulative impacts.

Alternatives

- **Alternative Site Requirement.** The League supports eliminating the alternative site requirement for all private projects.
- **Level of Detail.** The League supports requiring that projects of statewide, regional or area-wide significance describe at least two feasible project alternatives with a level of detail equal to the proposed project.
- **No Project Alternative.** The League opposes the elimination of the "no project alternative."
- **Environmental Impact Report (EIR).** The League opposes the elimination of the fair argument test as the threshold for determining whether to prepare an Environmental Impact Report (EIR). The League strongly supports the development of a funding source for Master EIRs. The League supports adding an arbitration option to the requirement that each county over 200,000 population designate a "CEQA judge."

Coastal Issues

- The League opposes legislation that would permit the state to impose conditions on Local Coastal Plans developed by cities and counties.
- The League supports efforts to curb frivolous appeals to local coastal decisions.
- The League supports the Federal Coastal Protection Act, which prohibits additional offshore development through the year 2002. This position was based, in part, on concern about the impacts to on-shore support facilities and services by offshore development activities.
- The League opposes legislation that grants authority to the Coastal Commission that is inconsistent, duplicative and overlapping with the authority of other regulatory agencies, such as regional water quality control boards or other agencies, or that grants the Coastal Commission authority outside the coastal zone.
- The League affirms its commitment to local control by requesting the Coastal Commission to defer to the elected officials of a City with respect to choices in the implementation of a Local Coastal Plan that complies with the requirements of state law and regulation.

Miscellaneous

- The League encourages cities to consider the *Ahwahnee Water Principles for Resource-Efficient Land Use* when making future land use decisions. (www.lgc.org/ahwahnee/h20_principles.html)
- The League encourages state agencies to provide leadership in developing voluntary, model statewide residential green building guidelines that will provide information to local jurisdictions on how to evaluate and use different green building strategies. Additionally, the League encourages cities to adopt voluntary residential green building guidelines as a reference guide, to evaluate available green building programs and adopt those best suited for their communities, and to explore incentives to encourage green building by private developers of residential construction projects.
- The League supports the right of cities to serve as lead agencies for the purposes of the Surface Mining and Reclamation Act (SMARA).

Environmental Quality

- Consistent with policy adopted by the National League of Cities, the League believes the appropriate venue for addressing the issue of “regulatory takings” is within the evolving judicial interpretations of the Fifth Amendment of the U.S. Constitution.
 - » The League opposes any federal or state regulation, statute or constitutional amendment which would place restrictions on federal, state and local government actions regulating private property or requiring additional compensation beyond the continually evolving judicial interpretation of the Fifth Amendment of the U.S. Constitution.
 - » The League will oppose any legislation that includes such a provision, regardless of what else is included in the legislation (i.e., legislation that designates a listing of an endangered species as a “regulatory taking.”).
- The League supports flexibility for state and local governments to enact environmental and other standards or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.
- The League supports the ability of local governments to voluntarily develop and approve species habitat plans for their communities, in conjunction with willing property owners. The League opposes requiring local governments to amend their general plans to include species habitat plans developed by others but not approved by the local government.
- The League supports legislation and regulation that authorizes the land application of biosolids that meet specified statewide health and safety standards. The League supports legislation that permits enactment of stronger local ordinances only if they are based upon protecting public health and safety and good science. The League opposes legislation that preempts outright stronger local ordinances, regardless if they are based on protecting public health and safety and good science.
- The League supports legislation that imposes Sinclair-type fees on products in order to fund the cost of prevention or mitigation of the pollution or environmental and health impacts of such products. The League opposes legislation that would restrict the imposition of such fees at the state or local levels.

Note: The League will review new legislation to determine how it relates to existing League policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by the League during the previous two years, there may be new, evolving policies under consideration or adopted by the League that are not reflected in the current version of this document. However, all policies adopted by the League Board of Directors or the League's General Assembly become League policy and are binding on the League, regardless of when they are adopted and whether they appear in the current version of "Summary of Existing Policies and Guiding Principles."

League of California Cities
Water Policy Guidelines

February 2010

TABLE OF CONTENTS

I.	CALIFORNIA WATER: GENERAL PRINCIPLES.....	24
II.	WATER CONSERVATION	24
III.	WATER RECYCLING	25
IV.	WATER QUALITY.....	25
V.	AREAS OF ORIGIN	27
VI.	WATER STORAGE	27
VII.	CONVEYANCE SYSTEMS	27
VIII.	FLOOD MANAGEMENT.....	28
IX.	GROUNDWATER	29
X.	FISH AND WILDLIFE.....	29
XI.	DRAINAGE.....	30
XII.	RECREATION	30
XIII.	NEW TECHNOLOGY	30
XIV.	FINANCIAL CONSIDERATIONS.....	30
XV.	APPENDIX A: WATER QUALITY IMPROVEMENT INITIATIVE (2008)	31
XVI.	APPENDIX B: GLOSSARY	32

Introduction

The **California Water Guidelines** were first adopted by the League of California Cities (The League) in 1988. The League and the County Supervisors Association of California (CSAC) developed the guidelines. Together, at the time, the two organizations represented 58 counties and 449 cities.

Much has changed in the realm of water policy in the more than 20 years that have passed since the Guidelines were first adopted. The number of counties has remained at 58, but California has gained an additional 31 cities and the population of the state has increased to more than 38 million people, creating increased demands on water supply. There is growing recognition that there are better ways of managing the flow of water within California's many watersheds and through the Delta, to prevent harmful environmental impacts while still ensuring a reliable supply of water to its citizens. Climate change is seen as having an increasingly important impact on water supply and water quality. Water shortages place renewed emphasis on the importance of water reclamation, water recycling and other means of nurturing and protecting an essential resource.

In 2003, the League board created the League Water Quality Task Force to identify and evaluate waste water and storm water regulatory issues of concern to cities and to recommend steps that the League should take to address those concerns. The Task Force drafted new League policy on water quality and the League board of directors adopted its report on July 18, 2003.

In 2008, the League formed a new Water Task Force to consider updates and revisions to the Water Guidelines the League drafted and adopted 20 years earlier. The League's 16 Regional Divisions designated voting members; but membership on the Task Force was open to all interested city officials, and meetings were open to all interested parties.

The Task Force first met in Sacramento in April 2009 and organized three working groups (Water Use, Water Supply and Water Discharges). Members of the working groups held numerous meetings by conference call over the next two months. Subsequent meetings of the full Task Force were held in June and September 2009 before the revised Guidelines were submitted to the League policy committees in January 2010, for review and approval. The Guidelines were formally approved by the League board of directors in February 2010.

The California Water Guidelines are designed to be used by policy makers at all levels of government in developing future water policy for the state of California. The League encourages city, county and state officials, as well as representatives from other organizations, to review the guidelines as water policies and programs are developed.

I. CALIFORNIA WATER: GENERAL PRINCIPLES

1. Water needs are projected to increase significantly in the future. While water is a renewable resource, it is also a finite one.
2. The League supports the development of additional groundwater and surface water storage, including proposed surface storage projects now under study if they are determined to be feasible, including but not limited to: environmentally, economically, and geographically relating to point of origin. Appropriate funding sources could include, but are not limited to user fees, bonds and federal funding.
3. Local, state and federal agencies should prepare plans for short-term water emergencies as well as long-term cooperative water management plans and policies, such as the Integrated Regional Water Management Plan (IRWMP) process.
4. All water development projects must be economically, environmentally and scientifically sound.
5. Critical California water issues cannot be solved without the cooperation of the state and federal governments. Communication and cooperation among policy groups with emphasis on finding statewide consensus is supported.
6. Adequate water quality requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported. Beneficial water quality is fundamental to the health and welfare of California and all of its citizens.
7. The long-term viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
8. The League encourages all cities to work with counties, water agencies, and special districts to facilitate water conservation, recycling and reuse efforts.
9. The League supports state water policy that allows undertaking aggressive water conservation and water use efficiency while preserving, and not diminishing, public and constitutional water rights.
10. The League supports land use as an important strategy for water supply and water quality benefits.

II. WATER CONSERVATION

1. **Statewide Goal.** The League supports the development of a statewide goal to reduce water use by 20% by 2020 through the implementation of fair and equitable measures consistent with these principles.
2. **Statewide Effort.** Accomplishing water conservation and water use efficiency goals will require statewide action by all water users, including residential, commercial, industrial and agricultural water users, local and regional planning agencies, state and federal agencies, chambers of commerce, and business, commercial and industrial professional and trade associations.
3. **Comprehensive Solutions.** Water conservation and water use efficiency must be part of a comprehensive solution that includes local resource development and infrastructure improvements, including storage and conveyance, as part of a statewide system that promotes economic and environmental sustainability.
4. **Monitoring, Reporting, and Accountability.** The League supports the implementation of programs to assure prudent measurement and monitoring of water use to provide accountability and transparency toward the accomplishment of water conservation and water use efficiency goals.
5. **Protect Water Rights.** Implementation of water conservation and water use efficiency programs must be consistent with existing state law in that the act of conservation cannot be allowed to undermine the water rights of the entities implementing the water conservation or water use efficiency program, or interfere with existing water conservation or water use efficiency projects.
6. **One Size Does Not Fit All.** Water conservation and water use efficiency programs must have the flexibility to adjust to widely varying local circumstances recognizing that one size does not fit all. The League encourages each city to develop its own ordinance outlining its conservation plan.
7. **Urban Water Conservation and Water Use Efficiency.** In urban areas, the League advocates for the implementation of residential and commercial retrofit programs, innovative pricing strategies, water efficient landscaping, including implementation of urban Best Management Practices (BMPs).
8. **Agricultural Water Use Efficiency.** In agricultural areas, the League advocates incentive based programs.

III. WATER RECYCLING

1. Wherever feasible, water recycling should be practiced in urban, industrial and agricultural sectors. This includes increasing the use of recycled water over 2002 levels by at least one million acre-feet/year (afy) by 2020 and by at least two million afy by 2030.
2. Potable water should include as much use of reclaimed water and water conservation by 2030 as possible.
3. Increased recycling, reuse and other refinements in water management practices should be included in all water supply programs.

IV. WATER QUALITY

1. General

- a. The League supports the development of objectives and standards to assure high quality water throughout California. Surface and groundwater should be protected from contamination.
- b. The League supports the development of economic protocols and guidelines to assist local governments and water boards in determining reasonably achievable, cost effective and environmentally sound regulations.
- c. The League supports the ability of cities to enact discharge and water quality requirements or standards that are stricter than state or federal standards, and opposes efforts to restrict such authority.
- d. When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in stream or end-of-pipe treatment.
- e. The League encourages water boards to address cross-media pollution of water, including but not limited to the problems of atmospheric deposition of water pollutants.
- f. The League encourages all state offices, departments and boards to comply with state policy for water quality control, including compliance with the Basin Plans.

2. Water Board Reforms

- a. The League generally supports the concept of water board reform.
- b. Any water board reforms should recognize the inherent differences between cities and regions in California.
- c. Water board reform should recognize the symbiotic relationship between regional water quality control boards and local governments.
- d. The League supports the retention of designated local government representatives on the regional boards and inclusion of a designated local government representative on the State Water board.
- e. The League supports streamlining the board process, including delegating permit authority to the executive officers, with rights of appeal, and giving greater authority to the State Water board over regional board policies and decisions.

3. Basin Plan Updates

- a. The League supports the option of local agencies developing funding for basin plan updates.
- b. The League supports comprehensive updates to the basin plans that recognize the unique and varied nature of stormwater. Basin plans need to recognize the unique and varied nature of stormwater, both wet weather and dry weather runoff.
- c. Basin plan updates should comply with the Porter-Cologne requirements to recognize economic impacts, local drainage conditions and scientific consensus, including source control and atmospheric deposition strategies.

4. National Pollutant Discharge Elimination System (NPDES) Permits

- a. The League supports reform of the States Water board's administration of the federal NPDES program.
- b. The League encourages the water boards to issue permits that are reasonably achievable, based on the unique conditions of a city or region.
- c. The League supports regulations and legislation that promotes watershed management, that appropriately spreads the responsibility for clean water beyond the requirements that apply to point-source dischargers, municipal storm drain systems and publically-owned treatment works.

Environmental Quality

- d. The League generally opposes legislation that requires the use of numeric limits in waste discharge permits, especially in storm water permits, because of the difficulties in meeting them, problems with exceeding them, and the cost and potential enforcement impacts.
- e. The League supports development of a standard definition of "maximum extent practicable."

5. Total Maximum Daily Load (TMDL)

- a. The League supports development of reasonably achievable, environmentally sound and cost-effective TMDL's based on monitoring and sound science and addressing local water conditions.
- b. Although the League is supportive of local agency development of TMDL funding, greater emphasis needs to be given to state and federal funding of the TMDL program, including providing increased funding to local government for implementation.
- c. The League supports implementation of TMDLs through alternatives to the NPDES permits, consistent with the Clean Water Act and policy, such as Memorandums of Agreement between local governments and the water boards.

6. Water Quality Recommended Legislation/ Policies

- a. Ex-Parte Communication
 - The League supports public access to decision makers, including during the time that new proposed permits and permit terms are being proposed. The League also supports access to pending permittees, outside of the administrative process.
- b. Maximum Extent Practicable (MEP)
 - The League supports legislation to define MEP.
- c. Safe Harbor
 - The League supports legislation that provides immunity from fines or third-party litigation for a local government that is in compliance with maximum extent practicable iterative best management practices requirements and NPDES stormwater permit conditions.

d. Mandatory Minimum Penalty (MMP)

- The League supports legislation to modify the MMP provision of the existing law to make them fair and equitable for local governments. This would include eliminating the provisions relied upon to compound penalties for single violations and providing economic hardship exemption for small cities (50,000 in population or less) where there has been no significant adverse impacts on the public or the environment from the alleged violation.

e. Economic Analysis

- The League supports legislation to develop economic protocols and guidelines to assist local government and the water boards in determining reasonably achievable, cost effective and environmentally sound regulations, as outlined in Porter-Cologne Sections 13000 and 13241.

f. Basin Plans

- The League supports legislation allowing local agencies to participate in funding basin plan updates.

g. Water Softeners

- The League supports the right for cities to enact ordinances that restrict the use of water softeners.

h. Local Discharge Prohibitions

- The League supports legislation that would enable cities to adopt ordinances that limit or regulate industrial discharges into local sewers and storm drains, based on limits in municipal discharge permits.

7. General Water Quality Guidelines

- a. Protection and maintenance of objectives and standards to assure high quality water throughout California is essential. Beneficial uses of surface and groundwater should be protected from contamination, even when treatment methods are available to meet drinking water standards.
- b. Local, state and federal governments and the private sector should provide for the safe management of hazardous materials, including mining leachates, to avoid pollution and degradation of both surface water and groundwater.

- c. Adequate research funding to determine appropriate public health standards for water should be supported.
- d. Additional research and education in the application and use of herbicides and pesticides and alternatives to their usage as well as research to reduce industrial and household hazardous wastes should be supported.
- e. The importance of water quality of bays, estuaries, groundwater, and other bodies of water important to municipalities, including the problem of salt water intrusion, should be recognized.

V. AREAS OF ORIGIN

- 1. Ultimate reasonable and beneficial water needs of all areas of origin should be assured. State law should continue to provide that only water surplus to the reasonable and beneficial needs of the areas of origin may be exported. The League supports preserving the principle of protecting the water rights of areas of origin.
- 2. Areas of origin protections should apply to all water sources, including groundwater.
- 3. Reasonable and beneficial water needs of the areas of origin should include instream needs or uses, including recreation and sediment flushing.
- 4. Areas of origin should be afforded financial assistance, such as the Davis-Grunsky type bonds, in developing new water facilities.
- 5. Projects that export water from areas of origin should not increase the cost of new local water development projects.
- 6. Those features of new projects that are required by state and/or federal agencies to enhance area of origin recreation, fish, wildlife, and water quality should be the financial responsibility of the state and/or federal government.
- 7. New policies and programs should not undermine or alter the water rights of the entities implementing the policies or programs.

VI. WATER STORAGE

- 1. The League believes that California needs to develop additional water storage and therefore believes that the construction and retention of economically feasible and environmentally sound flood control, storage and multi-use projects that will meet present and future needs should be supported.
- 2. The development of additional surface facilities and use of groundwater basins to store surface water that is surplus to that needed to maintain State Water Resource Control Board (SWRCB) Bay-Delta estuary water quality standards should be supported.
- 3. The League encourages project developers to mitigate the negative impacts of water storage projects on fishery and wildlife resources, adjacent lands, water quality and recreation.

VII. CONVEYANCE SYSTEMS

- 1. **Statewide**
 - a. Conveyance facilities including, but not limited to, the Sacramento River, whether man-made or natural, should be constructed and/or operated to minimize seepage and erosion problems and, where practicable, to restore or maintain river functions and to protect previously existing riparian habitats. They should be constructed to mitigate these problems and other adverse impacts on adjacent lands.
 - b. The owner or purveyor of the water conveyance system should be responsible for correcting adverse impacts, i.e., erosion, seepage and sediment problems upon waterways, either anthropogenic or natural.
 - c. Environmentally-sound methods of erosion-control should be encouraged along river banks to protect adjacent lands from flood or other erosive flows provided any adverse impacts on fish and wildlife habitat are mitigated.
 - d. Local distribution systems should be interconnected with regional systems, where feasible, to assist in maximizing the use of local ground and surface waters during droughts and emergencies.
 - e. Solving the water quality, levee stability and fishery problems in the Sacramento-San Joaquin Delta is a primary step in developing any plan to meet the state's water needs.

Environmental Quality

- f. The League acknowledges that the use of the Sacramento River as a conveyance system presents problems of erosion and seepage which must be addressed in the operation of existing projects and the design of future projects.

2. Delta

- a. Conveyance of water across the Delta should be through existing channels wherever possible. Delta transfer system improvements should be constructed and operated so as to minimize or, if possible, eliminate reverse flows in the lower San Joaquin River.
- b. Construction of Delta transfer facilities should not proceed until the Department of Fish and Game and the Department of Water Resources have entered into an agreement to implement measures to offset the State Water Project's impacts on the Delta fisheries and other ecological concerns in the Bay-Delta estuary, which are shown to be adversely affected by the proposed transfer facilities.
- c. Implementation of an integrated program of rehabilitation and maintenance of Delta levees involving federal, state, local and user interests for the purposes of protecting the islands, waterways and other features including, but not limited to, highways, railways, water conduits, natural gas storage, etc., should be supported. Costs and responsibilities should be fairly allocated among beneficiaries of such a program.
- d. Until an integrated Delta levee program is initiated, the Delta levee maintenance program, (by former California Sen. Howard Way), California Water Code Sections 12980-12991, should be funded and implemented.
- e. Any Delta governance and/or water management structure should include local government representation from the Delta region.
- f. When assessing conveyance projects, the League encourages cities to consider the guidelines outlined in other areas of this document.
- g. Protection, as well as enhancement where practicable, of Delta water quality, while providing adequate future supplies for all segments of the state, should be required.

- h. Standards balancing the protection of all beneficial uses of Bay-Delta waters, including water flowing into or exported from the Delta, must be adopted by the SWRCB and enforced to protect the environmental health of the Bay-Delta system. Pollution from point and non-point sources into the Bay and Delta shall be controlled as stringently as practicable.
- i. Programs and facilities to assure safe drinking water for importing regions dependent on the Delta should be supported.
- j. The SWRCB should assure the continued monitoring for contaminants in the Delta.

VIII. FLOOD MANAGEMENT

1. The League believes that our citizens have a reasonable expectation that their federal, state and local governments will work to protect them from flooding.
2. The League believes that flood protection and management is a statewide issue, involving flood infrastructure issues related to levees, urban/suburban/rural creeks, streams and rivers, and alluvial fans.
3. The League believes that it is important to recognize that levee failures in the Sacramento-San Joaquin River Delta have water quality, water supply and economic impacts that may have statewide effects beyond the local or regional levee break situation.
4. Flood control issues require cooperative planning, evaluation and solutions that utilize a regional and statewide perspective, such as the state IRWMP process.
5. In assessing problems and proposing solutions, it is important to consider the differences between infill development and new, greenfield development.
6. The public safety and health of California citizens and the economic health of California communities and our state depend upon good flood protection. This includes the potentially devastating impacts of floods on homes and businesses.
7. The League supports efforts to improve communication, cooperation and better coordinated planning between different government agencies involved in flood management. The League believes that there must be a genuine partnership between state and local agencies in addressing flood control issues.

Environmental Quality

8. The League believes cities must ask the right questions and have the means to obtain accurate information prior to approving development in floodplains. This involves educating elected officials and staff about whether their city is located in a floodplain, the local flood control infrastructure, the agencies that are responsible for providing flood protection, the status of levees and other structures that provide flood protection, emergency response and evacuation protocols, and how their city would be impacted by flooding.
9. The League believes that city officials should understand that a 100-year flood zone does not mean a low, once-in-100-years risk of flooding. The designation actually means that there is a 1 percent chance of flooding in any given year. This translates to a 26 percent chance of flooding over the life of a typical 30-year mortgage.
10. The League supports a 200-year flood standard for cities in the Sacramento-San Joaquin and Central Valleys.
11. The League generally endorses the recommendations of the State's Flood Control Task Force, especially those recommendations involved in updating the CEQA Checklist and General Plan Guidelines and building codes.
12. The State, Army Corps of Engineers (ACOE) and Federal Emergency Management Agency (FEMA) should work collaboratively with state and local governments regarding flood issues.

IX. GROUNDWATER

1. The SWRCB, through the regulatory process of its regional boards, should ensure the highest possible quality and safety of groundwater by preventing contamination from point and non-point sources, especially for usable water.
2. Local drilling, sealing and abandonment ordinances for water supply and monitoring wells for the protection of groundwater and public health should be supported.
3. The principle that local entities within groundwater basins (i.e., cities, counties, special districts, and the regional water quality control boards) working cooperatively should be responsible for and involved in developing and implementing basin wide groundwater, basin management plans should be supported. The plans should include, but not be limited to: a) protecting groundwater quality; b) identifying means to correct groundwater overdraft; c) implementing better irrigation techniques; d) increasing water reclamation and reuse; and e) refining water conservation and other management practices.

4. An active state and federal role in cleaning up contaminated groundwater basins should be supported.
5. State and federal involvement, if requested, in developing groundwater management plans should include technical assistance for defining the characteristics of groundwater resources.
6. Financial assistance from state and federal governments should be made available to requesting local agencies to develop and implement their groundwater management plans.
7. Planned, joint use of surface and groundwater and development of incentives for such conjunctive use for increased efficiency should be encouraged.
8. Early development of a cost-sharing formula among all beneficiaries to fund groundwater replenishment projects should be supported.
9. The importation of additional supplemental water, consistent with Section VI Conveyance Systems, as one means of eliminating groundwater overdraft in the critically overdrafted basins should be supported.

X. FISH AND WILDLIFE

1. Protection, maintenance, and restoration of fish and wildlife habitat and resources and their beneficial uses including recreational and commercial uses, should be supported. Where feasible, enhancement of fish and wildlife habitats should be provided.
2. Water projects shall mitigate for adverse impacts on fish and wildlife resources. Mitigation measure shall be on-site, if feasible; otherwise, as close as practicable to the area of adverse impact. Where practicable, such projects should incorporate programs designed to eliminate unnecessary barriers or impediments to fish migration, to stabilize areas of streambank erosion, to increase spawning and rearing habitat for fish, and to maintain riparian vegetation for cover and temperature control.
3. Protection and restoration of documented fish habitat should be supported.

XI. DRAINAGE

1. Agricultural Drainage

- a. Finding long-term, economically feasible and environmentally sustainable solutions to agricultural drainage problems is essential and in the public interest. Solutions must be safe and environmentally acceptable in order to protect:

- Viability of agricultural lands;
- Rivers, estuaries and groundwater from potential degradation from agricultural drainage; and
- Water quality for public consumption. Drainage of agricultural lands must be part of current and future agricultural water project planning and implementation.

- b. Both state and federal funding should be provided to investigate: a) further improvement in irrigation and drainage management 'practices and conservation; b) evaporation ponds; c) deep-well injection; and d) desalination and other treatment technologies. An equitable cost-sharing formula for implementing solutions to existing and future drainage problems shall include state and federal governments and irrigation project beneficiaries.

2. Other (Run-Off)

- a. Finding safe and environmentally acceptable solutions to problems caused by run-off from non-point sources is essential and in the public interest.
- b. Similarly, finding safe and environmentally acceptable solutions to other drainage and run-off problems, such as those caused by mining, dairying and forest practices, is essential and in the public interest.
- c. Equitable cost sharing among appropriate public and private bodies for implementing solutions to urban and other run-off problems should occur.

XII. RECREATION

1. Water development projects should minimize adverse impacts to existing recreational uses, and provide new recreational opportunities where feasible.
2. The state and federal governments and the recreational users should bear the recreational development costs of water projects.

3. Operation and maintenance costs of recreational facilities developed in conjunction with water projects should be provided from on-site user fees and other applicable sources. Other costs incurred as a result of these recreational activities, such as law enforcement and emergency rescue, should receive appropriate assistance from state and federal sources.

XIII. NEW TECHNOLOGY

Development of new technology in water use, reuse, desalination, detoxification and so forth is encouraged. This should be primarily funded by the federal and state governments. Public-private partnerships in this research also should be encouraged. A high priority should be given to the protection of public health. New technology should be evaluated based on sound science.

XIV. FINANCIAL CONSIDERATIONS

1. It is recognized that:
- a. The development and operation of water supply, water conveyance, flood control and stormwater management, water storage, and wastewater treatment facilities is frequently beyond the capability of local areas to finance;
- b. Since most facilities have widespread benefits, it has become traditional for federal, state, and local governments to share their costs; and
- c. It is necessary that such sharing be continued and that different institutional arrangements including cost sharing formulas among all beneficiaries, public-private partnerships, and user fees should be explored.
2. The requiring agency (whether it be state, federal, or otherwise) should pay for the features of projects or programs that are required that agency.
3. The League supports legislation to provide funding for stormwater, water and wastewater programs, including a constitutional amendment which would place stormwater fees in the category of water and wastewater fees, for the purposes of Proposition 218 compliance.
4. Any agency that regulates water with regard to local governments needs to be involved in the appropriate city with regard to how the city will pay for the new regulatory burden imposed by the agency.

APPENDIX A

State Water Resources Control Board Water Quality Improvement Initiative (2008)

1. WQI 1: The League supports applying the 10% rule "One Per Region Basis"
2. WQI 2: The League supports staggering the regional water board terms
3. WQI 3: The League has no recommendation on reducing the size of the regional water board from nine members to seven, with the exception that at least one person on the regional board should have local government experience.
4. WQI 4: The League supports delegating permitting authority to the regional water board executive officer and that the executive officer should take his or her direction from the State Water Resources Control Board (SWRCB).
5. WQI 5: The League is opposed to regional water board's having full time chairs.
6. WQI 6: The League is opposed to the creation of a statewide council of full-time regional water board chairs. (Note: Water Discharge Subcommittee members believe that it may be helpful to combine a number of regional boards into larger regional boards to address areas that are similar (ex: Los Angeles and Orange County). A large regional board could bring more consistency to basin plan management. Any inconsistencies between the regional boards should be addressed by the state Board.)
7. WQI 7: The League supports the implementation of biennial priority setting based on the Strategic Plan, with six month updates by the regional water boards.
8. WQI 8: The League is opposed to allowing the SWRCB to make the TMDL environmental process subject to NEPA instead of CEQA.
9. WQI 9: The League supports requiring a TMDL to be affirmatively approved by the State Water Board or upon petition.
10. WQI 10: The League supports requiring the regional water board to consider costs of TMDL compliance.
11. WQI 11: The League supports authorizing the SWRCB to make changes to TMDLs, rather than remanding these decisions back to the regional water boards (Note: Subcommittee members believe that this policy should be tied into WQI#9).
12. WQI 12: The League has no position on confirmation of regional water board conflict of interest rules with the Political Reform Act – (Note: the Subcommittee asked for a legal opinion. The question is: what are the current conflict of interest rules pursuant to AB 1234. Staff and members believe that this provision is similar to what already exists for other state boards [example: Waste Board].)
13. WQI 13: The League has no position on the establishment of civil penalties for fraudulent information with regard to reporting by permittees.
14. WQI 14: The League is generally opposed to any removal of notice and hearing requirements prior to the SWRCB referring a case to the State Attorney General for additional action.
15. WQI 15: The League has no recommendation on additional authorization of district and city attorneys to pursue civil violations (for cities over 750,000 in population).
16. WQI 16: The League believes the state should limit the number of mandatory minimum penalties (MMP) to one violation, and the population limit to qualify under the MMP law as a small, disadvantaged community for a single missing report should move from 10,000 to 50,000 (in accordance with federal law).
17. WQI 17: The League has no recommendation on early payment of MMP violations.
18. WQI 18: The League supports enhanced ability of the Regional Water Boards to administratively enforce state Underground Storage Tank (UST) Requirements.
19. WQI 19: The League supports enhanced oversight of UST testers.
20. WQI 20: The League supports moving the SWRCB Enforcement Report deadline to July 1.
21. WQI 21: The League supports the SWRCB developing and implementing performance measures
22. WQI 22: The League supports improved data management systems for the SWRCB.
23. WQI 23: The League generally has no recommendation on the standardization of NPDES permits and believes that this issue should be worked out with the individual regional water boards.
24. WQI 24: The League generally has no recommendation regarding the update of SWRCB Strategic Plan.
25. WQI 25: The League supports SWRCB conducted training of regional water boards, provided the SWRCB both conducts the training and sets consistent standards statewide.

APPENDIX B

GLOSSARY

Affordable: A word used increasingly to express concern whether recipients of water will be able to meet the cost. Whether people view water as affordable will depend on many factors.

Agricultural Drainage: Usually refers to installed drains to permit removal of water which accumulates within plant root zone. May be essential to maintain favorable salt balance for plant growth. May contain selenium, salinity, pesticides, herbicides, etc.

Area and County of Origin Protections: Refers to legislative provisions for protecting water rights of these areas.

Area of Origin Law: Applies to a watershed or area wherein water originates, or an area immediately adjacent thereto which can be conveniently supplied with water there from. Because this law was enacted as part of the Central Valley Project Act, it applies to the Sacramento River watershed. The Burns- Porter Act subsequently defined the Sacramento-San Joaquin Delta to be part of the watershed of the Sacramento River. Gives area of origin preferential rights regarding operation of federal Central Valley Project and to contract for State Water Project water and to certain rights to construct projects or make diversions, provided use is reasonable and beneficial. (California Water Code Sections 11128, 11460-11463).

County of Origin Law: Prohibits State Water Resources Control Board from assignment of rights which will deprive a county in which the water originates of such water necessary for the development of the county. (California Water Code Section 10505).

Delta Protection Act: Establishes that an adequate supply of water in the Delta is necessary to the peace, health, safety and welfare of the people of the state, except that delivery of such water is subject to County of Origin and Area of Origin laws. (California Water Code Sections 12200-12220).

California Wild and Scenic Rivers Act and Federal Wild and Scenic Rivers Act: Establish certain rivers or sections of rivers are to be preserved in their free-flowing condition. The California law (California Public Resources Code Sections 5093.50-5093.65) allows domestic water diversion for residents of counties through which the river flows, provided there is no adverse effect upon the free-flowing character of the river. California law finds that the free-flowing state of such rivers is a reasonable and beneficial use within the meaning of the state constitution.

Atmospheric Deposition: The transfer of pollutants suspended in the air to the earth's surface. Pollutants move directly from the atmosphere into water bodies through precipitation, falling particles, or the absorption of gases into water. They also may be deposited over land and transported to water bodies via runoff. Atmospheric deposition is believed to be a significant source of various pollutants to many water bodies.

Basin Plan: The Regional Water Quality Control Plan adopted by a regional water quality control board for that board's area of responsibility in California. (See Cal. Water Code Section 13240). The basin plan establishes water quality standards, uses and other criteria for surface and ground waters.

Best Management Practices (BMPs): Methods, measures, or practices designed and selected to reduce or eliminate the discharge of pollutants to surface waters from point and nonpoint source discharges, including urban runoff. BMPs include structural and nonstructural controls, and operation and maintenance procedures, which can be applied before, during, and/or after pollution producing activities.

California Toxics Rule (CTR): A federal rule adopted by the U.S. EPA on May 19, 2000, which established numeric criteria for various priority pollutants for California. The rule can be found at 65 Federal Register 31682-31719, and was codified in the Code of Federal Regulations at 40 CFR 131.38.

Characteristics of Groundwater Resource: Include quality, quantity, rate of renewal and yield.

Clean Water Act (CWA): A comprehensive water quality statute (33 USC 1241 et seq.). The CWA was first adopted by Congress in 1972 and later amended in 1987 to apply to stormwater/urban runoff. The CWA was designed to restore and maintain the chemical, physical, and biological integrity of the nation's waters to support "the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water."

Coliform: A group of related bacteria that are generally benign to humans. They are natural and common inhabitants of the soil and ambient waters (e.g., lakes, rivers, and estuaries), as well as the gastrointestinal tracts of animals.

Compensation: Full replacement for unavoidable fish and wildlife resource losses in terms of habitat area and long term renewability of the quality and quantity of such resources. In the interest of clarification, compensation does not mean monetary payment as a substitute for replacement of resources losses.'

Environmental Quality

Conjunctive Use of Surface and Groundwater: Planned joint use of surface and groundwater. This usually involves maximizing use of surface water in wet years (with minimum groundwater pumping) and using any surplus surface water to recharge groundwater, and in dry years augmenting surface supplies by drawing on the stored groundwater.

Conservation: Fish and wildlife resource loss prevention, mitigation and compensation.

Conservation (of Water): Means efficient use of water. Also means reducing water losses, or eliminating waste; storing water for water use; preserving water quality.

Contamination: An impairment of the quality of the waters of the state by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. (California Water Code Section 13050) (See "Pollution").

Contamination Sources:

Point Discharge: Source is identifiable, as from a pipe or drain ditch.

Non-Point Discharge: Sources are more diffuse and not easily identified with well defined outlets; includes runoff from agricultural or forested land, general urban runoff, except where collected in identifiable drains.

Cross-Media Pollution: The contribution or "flux" of pollution from one environmental medium to another. (For instance, the transfer of pollutants from the atmosphere to water.)

Davis-Grunsky Bond: This legislation established a bond fund to facilitate financing of projects in counties with limited financial resources.

Demand/Need: "Demand" usually refers to a statement of water requirements which may be projected on the basis of past water use practices. In contrast, "need" is intended to refer to water that is truly needed to satisfy purpose if water is efficiently utilized.

Delta: Refers to the Sacramento-San Joaquin Delta. 700,000 acres of islands, waterways, levees and lands into which the natural runoff flows from the Sacramento, San Joaquin, Mokelumne and Consumnes river systems before either being exported or entering the San Francisco Bay and, then, the Pacific Ocean.

Desalination: A process designed to treat brackish or sea water to make it useful for potable or non-potable use.

Enhancement: Development or improvement of fish and wildlife resource values of the area affected by a project beyond that which would occur without the project.

Enterococcus: A non-coliform bacteria group used as an indicator of the presence of fecal material in drinking and recreational waters. USEPA believes that enterococci have a better correlation with swimming-associated gastrointestinal illness in both marine and fresh waters than coliform organisms, and "die off" more slowly in saltwater.

Environmentally Safe: Not a precise technical term, but used to mean actions which have little or no adverse impact.

Economically Sound/Feasible: Not a precise technical term, but one that refers to a balance of costs and benefits. Formerly emphasis was placed on calculating benefit-cost ratios. Uncertainties and possible abuses in such calculations have raised questions concerning usefulness of such calculations. Problems include what types of benefits to involve as well as what costs to involve. Many, including environmentally related benefits and costs, cannot be adequately quantified.

Fish and Wildlife Issues: See Compensation, Conservation, Enhancement, Fish and Wildlife resources, Instream uses, Loss prevention measures, Mitigation, Preservation, Protection, and Restoration.

Fish and Wildlife Resources: Birds, mammals, fishes, amphibians, reptiles, invertebrate animals, endangered, threatened or rare native plants, their habitat area and all types of aquatic and land vegetation and other factors of the environment upon which resources are dependent. (See Fish and Game Code Section 45 for definition of fish).'

Flood Irrigation: Used to describe what is more appropriately called basin and border irrigation in which land prepared as basins or land bordered by small levees is irrigated with relatively large streams of water.

Groundwater Management: The process of controlling extraction of groundwater and/or planned recharge to manage the supply and/or quantity of groundwater. Objectives of groundwater management may include minimizing (or preventing) adverse effects such as groundwater overdraft or quality degradation. (Also see conjunctive use and water management practices).

Groundwater Overdraft: Where, over a period of time, groundwater extraction exceeds natural or artificial recharge.

Indicator Bacteria: Bacteria that are used to assess the microbiological quality of water because, although not typically disease causing themselves, they may indicate the presence of several waterborne disease-causing organisms. The concentration of indicator bacteria is used as a measure of water safety for body-contact and for consumption of water.

Environmental Quality

Instream Uses: Include fish, wildlife, recreation, aesthetics, hydro-power production, dilution of contamination, waste discharge, and sediment transport.

Local Entities: Includes cities, counties, water districts, joint powers, etc.

Loss Prevention Measures: Designing and implementing measures to avoid immediate and long term impacts to fish and wildlife resources.'

Maximum Extent Practicable (MEP): The vaguely defined standard set forth in the CWA to be included in Municipal NPDES Permits to be complied with by municipal dischargers in order to reduce the discharge of pollutants from their municipal separate storm sewer systems. CWA Section 1342 (p)(3)(B)(iii) requires that permits for discharges from municipal storm sewers "shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and systems, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants."

Mitigation: Measures to lessen or reduce adverse effects on fish and wildlife resources through use of structural and non-structural loss prevention measures in project design and operations. (See CEQA Guidelines Section 15370)1 NEPA regulations have a functionally similar definition. NEPA definition includes restoration as a mitigation measure, however.

National Pollutant Discharge Elimination System (NPDES): The program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing wastewater and stormwater discharge permits, and imposing and enforcing pretreatment requirements, under CWA.

Non-Point Source Discharge: Pollution caused by rainfall or snowmelt moving over and through the ground. As the water moves, it picks up and conveys natural and human-made pollutants, depositing them into water bodies and groundwater. Atmospheric deposition and hydromodification are also nonpoint sources of pollution.

Numeric Limits: Numeric or numerically expressed narrative restrictions on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an NPDES permitted location or outfall.

Pathogens: Disease-causing bacteria, viruses, and protozoans that are transmitted to people when they consume contaminated water.

Pollution: An alteration of the quality of the waters of the state by waste to a degree which unreasonably affects: (1) such waters for beneficial uses, or (2) facilities which serve such beneficial uses. Pollution may include contamination. (California Water Code Section 13050: Please see "Contamination").

Porter-Cologne Water Quality Control Act (Porter-Cologne): The California equivalent of the federal Clean Water Act. This legislation established that the State Water Resources Control Board (State Water Board) has the ultimate authority over state water rights, water quality policy, and the nine regional water quality control boards (regional water boards) which oversee water quality on a day-to-day basis in their geographic regions.

Preservation: Maintenance and protection of fish and wildlife resources at levels that existed prior to the commencement of a (the current) project. Preservation is achieved through mitigation for avoidable resource losses and/or compensation for unavoidable resource losses and/or compensation for unavoidable resource losses. The term "preservation" is synonymous with "conservation" as used in the U.S. Fish and Wildlife Coordination Act. Preservation does not assume that restoration will occur, but it could.

Project Beneficiaries: Those who gain value in some fashion from any of the following: water supply, flood control, power generation, recreation, salinity repulsion, wildlife.

Protection: Department of Fish and Game appears to use this term when referring to legal enforcement by wardens. (See Preservation and Conservation).

Real Water Savings: Simply means there is an "actual" savings of water which could be put to other use.

Reasonable and Beneficial: Depends on facts and circumstances of each case. What is a beneficial use at one time may, because of changed conditions, become a waste of water at a later time. (Tulare Irrigation District v. Lindsay-Strathmore Irrigation District). The courts have determined the law requires an evaluation of the ascertainable facts in view of the increasing need for water conservation within California.

Beneficial uses include: storing water underground if thereafter to be applied to beneficial purposes; use of water for recreation and preservation and enhancement of fish and wildlife resources.

Reclaimed Water: Wastewater that has been cleaned so that it can be used for most purposes except drinking.

Environmental Quality

Recycled Water: Municipal and/or industrial wastewater that has been treated to a sufficiently high level that it can be reused usually for non-potable purposes such as irrigating landscape and refilling aquifers.

Restoration: Means to return to "original" conditions. (Selection of "original" or base condition is often source of debate.)

Reverse Flows: Where direction of flow in a channel is reversed, as in the case of channels in South Delta which normally drain towards San Francisco Bay, but where pumping for export may cause flow reversal, drawing more saline water further into the Delta.

Sediment Transport: Sediment of various particle sizes may be carried by moving water. The size of particles transported by water increases as velocity rises.

Stormwater: Water that accumulates on land as a result of storms, and can include runoff from urban areas such as roads and roofs.

Surplus Water: When used as a technical term in water contracts, this is the water that is available after entitlement water has been delivered. The amount of surplus water varies from year to year, generally according to amounts of runoff. Surplus water ordinarily is less expensive to the user than entitlement water. Reference is also made to water which is surplus to reasonable and beneficial uses of area of origin and Bay/Delta.

System Expansion: Extension of existing infrastructure exclusively to serve new customers in presently unserved areas and/or increase in water supply exclusively for the same purpose.

Total Maximum Daily Load (TMDL): A calculation of the maximum amount of a pollutant that an impaired water body can receive and still meet applicable water quality standards. A TMDL is to include allocations for the maximum load a particular source of a pollutant may discharge to the subject water body. TMDLs are required pursuant to Section 1313(d) of the CWA for water bodies that have first been listed as being impaired for the particular pollutant or pollutants at issue.

Triennial Review: A review of water quality standards in basin plans that is required at least once every three years by Section 1313(c) (1) of the CWA and periodically under Section 13240 of the Porter-Cologne Water Quality Control Act.

Ultimate: Imprecise meaning. Depends on time frame.

Usable Groundwater: Refers to groundwater which can be pumped within the cost and technical constraints appropriate to the situation.

Water Banking: Not a precise term. Generally refers to storing presently surplus water in groundwater basins or in surface storage facilities.

Water Management Practices: Relate to the varied objectives of irrigation, municipal and industrial use. These objectives may not be compatible. In general, management practices are developed to maximize economic returns and/or to minimize (or prevent) adverse environmental impacts including water quality degradation. Conservation of supply, reuse, treatment for use and waste disposal, and the planned conjunction use of surface and groundwater are all aspects of water management. (Also see Conjunctive use and Groundwater management).

Water Quality Standards and Objectives: The regional water quality boards set "objectives" in their basin planning process which are equivalent to what EPA calls "standards". The "standards" include numerical narrative criteria and plans to implement these criteria.

Water Reclamation: Usually refers to removing contaminants in water so that the water can be discharged into a receiving water without creating problems for fish, wildlife and other aspects of environment. Also, refers to water which has been treated to remove contaminants as required to permit its reuse particularly for irrigation of landscaped or agricultural areas.

Way Bill (Program): Delta Levee Maintenance Program. Declares the Sacramento-San Joaquin Delta, characterized by islands and meandering waterways, as a unique resource of major statewide significance. Reasons are stated. Declares the system of levees is the key to preserving the physical characteristics of the Delta. Finds there is an urgent need for a higher degree of levee maintenance and rehabilitation throughout the Delta and 'that the state has an interest in providing technical and financial assistance. Establishes that local agencies maintaining non-project (private) levees shall be eligible for reimbursement from the General Fund. Reimbursement shall be at 50% of cost. (California Water Code Sections 12980-12991).

303(d) List of Impaired Waterbodies: The State is required to prepare a list of water bodies that are polluted, under Section 303(d) of the CWA. Inclusion of a water body on the 303(d) list generally leads to the development of a total maximum daily load (TMDL) for the water body.

Prepared by Robert M. Hagan, Extension Water Specialist, Marcia Kreith, Program Representative, University of California Cooperative Extension, July 1987 and Ken Farfsing, City Manager, City of Signal Hill, October 2009.

Sources:

Some of the preceding definitions were derived from the following sources:

- California Wetlands Information System Website: Porter-Cologne Act
- Los Angeles MS4 Permit: Basin plan, best management practices, maximum extent practicable, NPDES permit
- RWA: Cross-media pollution
- Southern California Coastal Waters Research Project (SCCWRP) Website: Atmospheric deposition
- State Water Board Website: Numeric Limits, Triennial Review,
- U.S. EPA Website: California Toxics Rule, Clean Water Act, coliform, enterococcus, TMDLs
- U.S. Geological Service (USGS) Website: Indicator bacteria, pathogen

Housing, Community and Economic Development

Scope of Responsibility

The principle behind the policies reviewed by the Committee on Housing, Community and Economic Development (HCED) is to foster local control of community planning decisions as they relate to land use and economic development. The issues within the purview of the HCED Committee include general plans and zoning, housing, rent control, subdivision map act, residential care facilities, other land use regulation, development fees including school fee adequacy, annexation and incorporation policy, development agreements, building standards including seismic safety standards, economic development policy including redevelopment and enterprise zones, military base closure and reuse, mobile home regulation, and sign regulation.

Summary of Existing Policy and Guiding Principles

Planning And Zoning

- **General Plans.** The League supports the use of the general plan as a guide to meeting community planning needs. A city's general plan should guide the individual city's land use planning and strategic decision-making. A city's general plan should not be subject to mandatory review by regional or state agencies. General plan requirements should be flexible and provide guidance to local communities without requiring inappropriate levels of detail or mandating new topics or elements. The League supports guidance by expert state agencies in a consultation format but opposes granting mandatory review, certification or other approval authority to another level of government.
- **Water Supply and Land Use Planning.** The League supports having the best information available on the reliability of water supplies when land use decisions are made by local agencies, while protecting and retaining local land use decision-making authority.

Housing, Community and Economic Development

- **Zoning.** The League believes local zoning is a primary function of cities and is an essential component of home rule. The process of adoption, implementation and enforcement of zoning ordinances should be open and fair to the public and enhance the responsiveness of local decision-makers. State policy should leave local siting and use decisions to the city and not interfere with local prerogative beyond providing a constitutionally valid procedure for adopting local regulations. State agency siting of facilities, including campuses and office buildings, should be subject to local notice and hearing requirements in order to meet concerns of the local community.

Housing Element

- Housing issues should be addressed in the general plan as other planning issues are. The housing element should be prepared for the benefit of local governments and should have equal status with the other elements of the general plan.
- The projections of regional and local growth and the allocations of housing units should account for state and local planning factors and should be subject to a formal hearing and appeal process to ensure that they are realistic. Cities should be allowed to work together to allocate housing units among themselves within a subregion. Appeals should be heard by politically accountable officials at the state and regional levels.
- Cities should focus their efforts on facilitating the production of below market rate housing units. Local government efforts should be subject to realistic performance standards, not to arbitrary state agency review of the housing element. Local government housing efforts should be rewarded by incentives. These incentives should include streamlining by not being subject to the Department of Housing and Community Development review, priority ranking for discretionary funds, and new discretionary funds available for general fund purposes.

The League supports and encourages legislation that:

- Implements comprehensive reforms to the housing element process that:
 - » Address conflicts between local growth projections and state regional housing need numbers;
 - » Resolve the problems associated with the distribution of RHNA units within a council of governments;
 - » Achieve improvements to the housing element review process;

- » Develop a neutral dispute resolution process and fair enforcement alternatives to deal with disputes over questions of compliance;
- » Require state laws and policies which affect housing and land use to be internally consistent;
- » Establish additional legal protections to local agencies that approve affordable housing and that establish local proactive affordable housing policies; and
- » Authorize communities which achieve quantifiable affordable housing production levels to self-certify their housing elements without being subject to state review.

Housing Finance

- The League supports legislation and state and federal programs that assist in providing financing for affordable housing, including the development of fiscal tools and incentives to assist local governments in their efforts to encourage housing and finance the infrastructure to support housing, as well as establishing an ongoing state commitment for funding affordable housing.
- The League supports the re-establishment of federal tax incentives which were in effect prior to 1986 which encouraged private development and ownership of rental housing.
- The League supports property tax assessment policies that match local affordable housing policies.

Economic Development

- **Job Creation, Retention and Expansion.** The League supports legislation that will provide tangible and productive tools and incentives to support job creation and retention in housing-rich, jobs-poor communities, such as the awarding of direct grants to fund the development of infrastructure that results in the creation and retention of jobs; the elimination of matching dollar requirements for economic development and infrastructure state grants; the provision of grant funding for infrastructure planning and design and the creation of economic development strategies; and, allowing cities the maximum flexibility in the use of state funds toward local priorities that support job creation. The League also encourages the state to adopt policies and programs that establish a comprehensive solution to the infrastructure and jobs/housing needs of all communities within the state.

Housing, Community and Economic Development

- **Redevelopment.** The League supports continuing flexibility in the use of redevelopment authority. Redevelopment authority has been one of the few tools that cities have been provided that encourages economic development. The League opposes limiting authority or increasing the liability of redevelopment agencies.
- **Enterprise Zones.** The League supports the expansion of enterprise zones to assist city economic development. The definition of enterprise zones should be expanded to include a range of activities including base closure and gang suppression.

Eminent Domain

- The League supports enactment of fair eminent domain reforms that protect homeowners, and opposes proposals that would cripple the ability of state and local agencies to manage development.

Rent Control

- The League opposes legislation that restricts the ability of cities to enact rent control ordinances for mobile homes and stick-built housing that are tailored to meet local conditions and circumstances.
- The League opposes legislation that would require a city to adopt a mobile home rent control ordinance.

Subdivision Map Act

- The League supports maximizing local control over subdivisions and public improvement financing. Discretion over the conditions and length of subdivision and parcel maps should be retained by cities.

Residential Care Facilities

- The League supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. The League recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.

- The League supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. The League supports notification of cities about conditional release participants residing in group homes.

Development Fees

- The League supports providing local discretion in the assessment, collection and usage of development fees. The state should provide infrastructure funding to help local communities meet California's growth demands and to increase housing affordability. The League opposes limiting the ability of cities to levy fees to provide for infrastructure or services.
- The League recognizes that school facilities are a component of a community's infrastructure and must be maintained to foster positive outcomes for youth and economic development. The League supports maintaining city discretion over the extent to which legislative authority should be exercised to fully mitigate impacts from development to the adequacy of school facilities. Consistent with maintaining discretion, cities should maintain the ability to condition and deny projects that the city determines inadequately mitigate impacts to community schools.
- The League opposes the elimination of any development fee or tax including excise taxes. Tax shifts and initiative measures have severely limited city abilities to provide for community needs. The state must ensure that cities have adequate revenues for local infrastructure and services.

Annexation and Incorporation

- The League supports strengthening city control over urban boundaries. Sphere of Influence law should be modified to ban county development and to allow cities to annex logical growth. The Revenue and Taxation Code should not allow counties to block annexations in exchange for unreasonable property tax sharing agreements. In addition, cities should have expanded authority over adjacent lands outside of their sphere of influence regardless of jurisdictional lines so long as the land is not within another city's sphere. Cities should not be required to incur costs for planning to meet infrastructure needs of unincorporated areas or leveraged to annex areas which would result in unfunded costs.
- The League supports facilitating the incorporation of cities that have met procedural requirements and voter approval. The League opposes efforts by the Legislature to disincorporate a city for any reason, unless requested by the affected city.

Development Agreements

- The League recognizes voluntary development agreements as one tool for providing flexibility in development approvals.

Building Standards

- The League supports flexibility in the adoption and implementation of health and safety standards contained in the building codes. Statutes should maximize local control over standards applying to local conditions. The League opposes new standards imposed by statute rather than regulation.
- The League opposes attempts to have multiple state agencies develop specific or subject related building standards. New building standards should be proposed through the California Standards Commission.
- The League supports authorizing cities to adopt independent occupancy standards to prevent overcrowding and associated health and safety hazards, including fire-related fatalities.

Housing for Homeless

- Housing and programs for homeless and other extremely low-income populations are necessary to ensure quality of life and economic viability for all Californians.
- Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources available to help assure that local governments have the capacity to address the needs of the homeless in their communities.
- Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.
- State and federal funding programs should be designed to reflect responsibilities imposed by state and federal law.

Military Base Closure And Reuse

- **Base Closures and Reuse:** The League supports local decision-making over military base closure and reuse. The affected cities independently or subregionally should work together towards efficient reuse planning.

- **Economic Reuse:** The League supports incentives for broad economic reuse of closed military facilities. Cities should work on a regional and interstate basis to maintain economic productivity. Economic reuse includes both reuse of military facilities and the retooling of related industries to continue to provide jobs for residents of California's cities.

Mobile Home Regulation

- The League supports initiatives that maintain cities as the enforcement authority for mobile home regulation.
- The League supports the preservation of existing mobile home parks as an important source of affordable housing.

Sign Regulation

- The League supports the authority of cities to regulate billboards and other signage. The League opposes mandatory local abatement programs.

Principles for Smart Growth:

1. Well-Planned New Growth. Recognize and preserve open space, watersheds, environmental habitats, and agricultural lands, while accommodating new growth in compact forms, in a manner that:
 - De-emphasizes automobile dependency;
 - Integrates the new growth into existing communities;
 - Creates a diversity of affordable housing near employment centers; and
 - Provides job opportunities for people of all ages and income levels.
2. Maximize Existing Infrastructure. Accommodate additional growth by first focusing on the use and reuse of existing urbanized lands supplied with infrastructure, with an emphasis on reinvesting in the maintenance and rehabilitation of existing infrastructure.
3. Support Vibrant City Centers. Give preference to the redevelopment and reuse of city centers and existing transportation corridors by supporting and encouraging:
 - Mixed use development;
 - Housing opportunities for all income levels;
 - Safe, reliable and efficient multi-modal transportation systems; and

Housing, Community and Economic Development

- Retaining existing businesses and promoting new business opportunities that produce quality local jobs.
4. Coordinated Planning For Regional Impacts. Coordinate planning with neighboring cities, counties, and other governmental entities so that there are agreed upon regional strategies and policies for dealing with the regional impacts of growth on transportation, housing, schools, air, water, wastewater, solid waste, natural resources, agricultural lands and open space.
 5. Support High-Quality Education and School Facilities. Develop and maintain high quality public education and neighborhood-accessible school facilities as a critical determinant in:
 - Making communities attractive to families;
 - Maintaining a desirable and livable community;
 - Promoting life-long learning opportunities;
 - Enhancing economic development; and
 - Providing a work force qualified to meet the full range of job skills required in the future economy.
 6. Build Strong Communities. Support and embrace the development of strong families and socially and ethnically diverse communities, by:
 - Working to provide a balance of jobs and housing within the community;
 - Avoiding the displacement of existing residents;
 - Reducing commute times;
 - Promoting community involvement;
 - Enhancing public safety; and
 - Providing and supporting educational, mentoring and recreational opportunities.
 7. Emphasize Joint Use of Facilities. Emphasize the joint use of existing compatible public facilities operated by cities, schools, counties and state agencies, and take advantage of opportunities to form partnerships with private businesses and nonprofit agencies to maximize the community benefit of existing public and private facilities.

8. Support Entrepreneurial/Creative Efforts. Support local economic development efforts and endeavors to create new products, services and businesses that will expand the wealth and job opportunities for all social and economic levels.
9. Encourage Full Community Participation. Foster an open and inclusive community dialogue and promote alliances and partnerships to meet community needs.
10. Establish a Secure Local Revenue Base. Support the establishment of a secure, balanced and discretionary local revenue base necessary to provide the full range of needed services and quality land use decisions.

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Public Safety

Scope of Responsibility

The Committee on Public Safety reviews federal and state legislation and issues related to law enforcement, fire and life safety policies, emergency communications, emergency services, disaster preparedness, Indian gaming, and nuisance abatement.

Summary of Existing Policy and Guiding Principles

Fire Services

- The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities.
- The League supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.
- The League supports legislation to provide a framework for a solution to long-standing conflict between cities, counties, the fire service and LEMSA's, particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.
- The League supports stored pressure dry chemical fire extinguishers to be serviced and recharged every six years or after each use, whichever occurs first. Additionally, the League supports requiring a licensed technician to perform the annual external maintenance examination of stored pressure dry chemical fire extinguishers.
- The League opposes legislation, regulations and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

- The League supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.
- The League supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.

Emergency Services

- The League supports the 2-1-1 California telephone service as a non-emergency, human and community services and disaster information resource.
- The League supports "Good Samaritan" protections that include both medical and non-medical care when applicable to volunteer emergency, law enforcement, and disaster recovery personnel. The League also supports providing "Good Samaritan" protections to businesses that voluntarily place automated external defibrillators (AEDs) on their premises to reduce barriers to AED accessibility.

Law Enforcement

- The League supports the promotion of public safety through:
 - » Stiffer penalties for violent offenders, and
 - » Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.
- The League opposes booking fees and continues to seek their repeal, while encouraging localities to pursue resolution of the issues with their respective counties.
- The League supports a local government's ability to double the fine for traffic violations in school zones in an attempt to reduce the speed of drivers and protect our youth.
- The League supports reimbursement by the federal government to local agencies, specifically cities, for the costs associated with incarcerating deportable criminals, including the direct costs associated with processing and booking at the time of arrest.
- The League supports policies that promote a victim's right to seek restitution, create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.

- The League supports parolee search and seizure terms, which aids local law enforcement's ability to manage paroled offenders.
- The League supports increased penalties for metal theft, and recognizes that statewide regulation is needed to discourage "jurisdiction shopping". The League also supports increased record-keeping and reporting requirements for junk dealers, including the collection of thumbprints from sellers.

Emergency Communications Interoperability

- The League supports activities to develop and implement statewide integrated public safety communication systems that facilitate interoperability and other shared uses of public safety spectrum with local, state and federal law enforcement, fire, emergency medical and other public safety agencies.

Wildland Urban Interface

- The League supports activities to cooperate, coordinate, and communicate in the development of better land use policies and wildland fuel management programs to decrease impacts to public health and safety resulting from wildland urban interface fires.

Nuisance Abatement

- The League supports enhanced local control over public nuisances including, but not limited to:
 - » Adult entertainment facilities;
 - » Problem alcohol establishments; and
 - » Properties where illegal drugs are sold.

Violence

- The League supports the reduction of violence through strategies that address gang violence, domestic violence, youth access to tools of violence, including but not limited to firearms, knives, etc., and those outlined in the California Police Chiefs Policy Paper endorsed by the League Board of Directors.
- The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Indian Gaming

- The League supports the following principles that are intended to balance tribal self-reliance with the local government mandate to protect the public health and safety.
 - » Require an Indian Tribe that plans to construct or expand a casino or other related businesses to seek review and approval of the local jurisdiction for such improvements consistent with state law and local ordinances including the California Environmental Quality Act, with the Tribal government acting as the lead agency and with judicial review in the California courts.
 - » Require mitigation of off-reservation impacts consistent with environmental protection laws that are at least as stringent as those of the surrounding local community and CEQA.
 - » Require written agreements between tribes and affected local agencies to ensure tribes are subject to local authority related to the infrastructure needs and services outlined above.
 - » Require adequate compensation from the tribes to the local agency providing the government services that are required by the tribal casino or related businesses.
 - » Ensure compensation to local agencies from the Special Distribution Fund for off-reservation mitigation coupled with other sources to ensure adequate compensation.
 - » Require a judicially enforceable agreement between tribes and local jurisdictions on all of these issues before a new compact or an extended compact may become effective.
 - » Establish appropriate criteria and guidelines to address future compact negotiations.
 - » The Governor should establish and follow appropriate criteria to guide discretion of the Governor and the Legislature when considering whether to consent to tribal gaming on lands acquired in trust after October 17, 1988 and governed by the Indian Gaming Regulatory Act (25 U.S.C. § 2719).

Alcohol

- The League supports policies that limit the ability of minors to engage in alcohol consumption, and limit youth access to alcoholic beverages, so long as related state-mandated programs or services provide for full reimbursement to all local agencies.

Public Safety

- The League supports local policies that hold social hosts responsible for underage drinking that occurs on property under their possession, control, or authority.
- The League supports additional penalties for repeat driving under the influence (DUI) offenders that include, but are not limited to, permanent revocation of an individual's drivers license.

Marijuana Regulation

- The League opposes the legalization of marijuana cultivation and use for non-medicinal purposes.
- Reaffirming that local control is paramount, the League holds that cities should have the authority to regulate medical marijuana dispensaries, cooperatives, collectives or other distribution points if the regulation relates to location, operation, or establishment to best suit the needs of the community.
- The League affirms that revenue or other financial benefits from creating a statewide tax structure on medical marijuana should be considered only after the public safety and health ramifications are fully evaluated.
- While the value of marijuana as a physical or mental health treatment option is uncertain, the League recognizes the need for proactive steps to mitigate the proliferation of unlawful medical marijuana dispensaries, cooperatives, collectives and other access points acting outside state or local regulation.

Graffiti

- The League endorses the "Tag You Lose" anti-graffiti campaign and encourages other cities to implement this program into their existing anti-graffiti programs.
- The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Sex Offender Management

- The League supports policies that will assist local law enforcement with the comprehensive and collaborative management of sex offenders, including tools for tracking the location of sex offenders within local jurisdictions, so long as state-mandated programs provide for full reimbursement to all local agencies.

Corrections

- The League supports constitutional protections for state funded corrections realignment programs, so long as it includes funding for local police department needs. The League also supports increasing city representation and participation on the Community Corrections Partnerships, who are charged with developing local corrections plans.

Miscellaneous

- The League opposes reductions to city authority to regulate needle and syringe accessibility and exchange programs.
- The League supports a single, efficient, performance-based state department (the California Emergency Management Agency) to be responsible for overseeing and coordinating emergency preparedness, response, recovery, and homeland security activities.
- The League asks any company manufacturing or marketing or planning to manufacture or market colored-tread tires in California to voluntarily abandon such a product line and thereby prevent the public safety, environmental and social problems these tires can potentially cause.
- The League warns those individuals who advocate or perpetrate hate, not to test the cities' resolve to oppose them as each city is encouraged to vigorously pursue a course of investigation, apprehension, prosecution, conviction, and incarceration of all those who participate in hate crimes.

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Revenue and Taxation

Scope of Responsibility

The Committee on Revenue and Taxation reviews issues related to finance administration, taxation reform, revenue needs, and revenue sources at the federal, state and local levels.

Summary of Existing Policy and Guiding Principles

Cities and the League

- **Preamble.** Inherent in these recommendations is the underlying principle that meaningful fiscal reform should allow each level of government to adequately finance its service responsibilities, with each being accountable to taxpayers for its own programs.
- **Efficiency.** Cities and the League should continue to emphasize efficiency and effectiveness, encouraging and assisting cities to achieve the best possible use of city resources.
- **Authority and Accountability.** Cities must locally achieve political authority and accountability for revenues raised and services provided. For accountability, revenues should be logically linked to traditional and emerging responsibilities. Cities must effectively communicate the good news about city programs and operations, as well as information concerning financial conditions and city responsibilities.
- **Alliances.** Cities should seek alliances with counties, schools, other cities, employee organizations, other local agencies, and business and professional organizations to support cooperation, sound financial policies and joint action.
- **Initiative.** Cities and the League are prepared to use the statewide initiative process, if necessary, to secure fiscal independence and a sound intergovernmental financial structure. Initiative efforts should, to the extent feasible, incorporate and, in no case violate, the principles developed by the Fiscal Reform Task Force as follows:
 - » Cities require a greater share of the property tax and other reliable, discretionary revenues in order to finance local services to property.

- » Cities require constitutional protection of their revenue sources in order to provide insurance against diversion by the state of these revenues in the future for non-municipal purposes.
- » Major reforms in the unfunded mandate reimbursement process should be enacted to make it more workable and meaningful.

Legislature or the Voters

- **Local Authority and Accountability.** To preserve local authority and accountability for cities, state policies must:
 - » Ensure the integrity of existing city revenue sources for all cities, including the city share and situs allocation, where applicable, of property tax, sales tax, vehicle license fees, etc.
 - » Protect the authority of local governments to collect revenues from telecommunications providers and ensure that any future changes are revenue neutral for local governments.
 - » Oppose any state or federal legislation that would preempt or threaten local taxation authority including but not limited to Utility User's Taxes.
 - » Allow every level of government to enjoy budgetary independence from programs and costs imposed by other levels of government.
 - » Authorize a simple majority of the voters in a city or county to establish local priorities, including the right to increase taxes or issue general obligation bonds.
 - » Offer incentives to reward cities achieving program goals rather than withhold or reduce revenues to accomplish targets.
- **State Legislative and Budget Reforms.** To stabilize state funding and programs and reverse the trend of the state's reliance on local revenues to solve the state's fiscal crises, the state should implement fiscal and legislative reforms which may include for consideration the following:
 - » A two-year spending plan with the first session focused on expenditures over the period.
 - » Oversight hearings that review programs for savings, duplication or gaps in services.
 - » Limits on the number of bills that legislators may introduce.
 - » A prudent reserve fund.

- » Official records kept of all Assembly official meetings.
- » A balanced deficit reduction approach, which could include temporary revenue increases dedicated solely to retiring short-term debt, spending cuts, short-term borrowing and multi-year spending limitations.
- » Long term restructuring measures, including increased local government property tax shares to create balanced growth and separate budget detail of all state expenditures at local level.

State Mandates

- The state must provide full and prompt reimbursement to all local agencies for all state-mandated programs and/or infractions and losses associated with local revenue shifts.
- Local agencies must be authorized to petition the Commission on State Mandates immediately after legislation is chaptered for determination of eligibility for reimbursement, and reserve the right to directly pursue court intervention without an administrative appeals process.
- Reforms are needed in the mandate approval and reimbursement process.
- The State should be prohibited from deferring mandate payments.
- Unless specifically requested by a city, no new duties, responsibilities or obligations should be assigned to a city or cities under state realignment.

Additional Revenue

- Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.
- When disasters occur in various areas of the state, state government has traditionally stepped in to assist with recovery efforts through various means, including the passage of legislation to provide income and property tax relief to affected individuals and businesses, and reimbursing local governments for their losses. The League supports disaster recovery legislation that includes mitigation for losses experienced by local governments. The League also supports establishing a federal debt guarantee program that supports state catastrophe insurance programs for post-event debt that they incur as a result of paying for insured losses caused by major natural catastrophes.

Reduce Competition

- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected. Restrictions should be implemented and enforced to prohibit the expansion of questionable businesses formed to circumvent the principle of situs-based sales and used to divert sales tax revenues from other regions in return for favorable treatment.

Funding for Counties

- Counties require additional funding if they are to fulfill their state-mandated and traditional roles.
- As legal agents of the state, county expenditures in that capacity should be funded by the state. Their local programs should be financed locally.
- The concept of "self-help" for counties should be expanded. An example might be that counties could receive certain state funding if they raise a specified level of revenue locally.
- To alleviate competition among cities and counties, funding for counties should be accompanied by agreements on new development in undeveloped areas within the cities' sphere of influence.

Regional Revenues

- Local government issues, programs, and services do not always recognize local government jurisdictional boundaries. In cases where regional issues, programs, and services are identified, multi-jurisdictional revenues should then be identified and implemented. As an example, the sales tax has been considered and used by many countywide areas to address multi-jurisdictional transportation issues.
- Support regional cooperation on common interests and goals by providing access to share incremental growth in ERAF property tax.

Federal Streamlined Sales and Use Tax Agreement (SSUTA)

- There are more questions than answers for California cities about potential state participation in the SSUTA. The SSUTA offers many more risks for California cities than benefits. Thus, the League should:
 1. Continue to monitor developments of the SSUTA and related federal legislations, but not support any additional efforts that would lead to California joining the agreement. This position can always be revisited at a future point if events change.
 2. Strongly oppose any federal effort that attempts to force California to conform to the Agreement, or amendments to federal legislation that would directly undermine California's utility user tax structure.
 3. Work with the State Board of Equalization and other parties on alternative efforts to increase the collection of use taxes within California. Share the League's analysis of the SSUTA with interested parties, exchange information on use tax collection issues with municipal Leagues in other states, including those states with tax structures similar to California.

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Transportation, Communication and Public Works

Scope of Responsibility

The Committee on Transportation, Communication and Public Works reviews both state and federal legislation as it relates to issues of transportation funding, construction, public works, telecommunications, and other related areas.

Summary of Existing Policy and Guiding Principles

Transportation

- The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a continuous appropriation of new monies directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. The League also supports a permanent shift of the sales tax on gasoline for transportation purposes and an allocation formula equivalent to 40/40/20 split of 40 percent to cities and counties, 40 percent to STIP and 20 percent to transit.
- The League supports enhanced autonomy for local transportation decision-making and pursues transportation policy changes that move more dollars and decisions to local policy leaders. The League supports spending transportation moneys for transportation purposes. The League will seek the maximum share of available funding for local transportation programs. The League supports implementation of federal transportation funding re-authorization legislation in a manner that supports these principles.
- The League supports bicycle and pedestrian access with maximum local flexibility to prioritize this transportation need, as long as funding is available directly for it and other transportation priorities are not affected. Furthermore, this funding should not compete with preservation of the road system in light of the identified \$71.4 billion in unmet needs on the city and county street and road system, as identified in the California Statewide Local Streets and Roads Needs Assessment completed in 2009.

Transportation, Communication and Public Works

- The League opposes requiring a city or parking processing agency to automatically cancel notices of parking violations, prior to a request from a vehicle owner, if the violation does not substantially match the corresponding information on the vehicle registration.

Public Works

- The League supports retaining maximum flexibility for timely and cost-effective completion of public works projects. The League supports innovative strategies including public private partnerships at the state and local levels to enhance public works funding.
- The League supports efforts to divert products that contribute to decreased capacity and increased maintenance costs at wastewater treatment facilities.

Vehicles

- The League opposes all efforts that allow vehicles and vehicle operators on the road that will jeopardize the integrity of the public infrastructure or the health and safety of the motoring public. The League supports all efforts to retain maximum control of the local street and road system. The League supports traffic safety enhancements such as motorcycle helmets, child restraints, seat belt and speed limit laws.
- The League opposes any efforts to increase truck size or weight. The size and weight of trucks is important because it affects the stability and control of the truck, the way it interacts with other traffic, and the impact it has when colliding with other vehicles. Truck safety is particularly important because these vehicles share city streets and county roads with users — such as, motorists, pedestrians, cyclists, motorcyclists, and bus riders.
- The League encourages cities to promote safe driving across California and the education of the general public about the dangers of texting while driving.

Contracts

- The League supports maintaining maximum local flexibility in the area of contracting and contract negotiations. The League supports changes to law that allow cities options to use design-build contracting and other innovations designed to bring efficiency to public contracting. The League also supports contracting out with private entities to increase project delivery efficiency and affordability.

Telecommunications

- The League supports a state tax levied on direct broadcast satellite television service providers if the proceeds are distributed to support local public safety programs consistent with a geographic distribution methodology that reflects households using this service, and provided that the tax is repealed should the revenues be diverted by the state for another purpose.
- Traditional franchising at the local level has served the valuable purpose of tailoring service to unique local conditions and needs and assuring responsiveness of providers to consumers. The continued involvement of local government in any new state or federal regulatory scheme by way of locally negotiated agreements is an essential component of telecommunications regulations, best serves the needs of consumers, and is consistent with the goal of providing consumers greater choice in telecommunications options.

Any new state or federal standards must conform to the following principles:

1. Revenue Protection

- Protect the authority of local governments to collect revenues from telecommunications providers and ensure that any future changes are revenue neutral for local governments.
- Regulatory fees and/or taxes should apply equitably to all telecommunications service providers.
- A guarantee that all existing and any new fees/taxes remain with local governments to support local public services and mitigate impacts on local rights-of-way.
- Oppose any state or federal legislation that would pre-empt or threaten local taxation authority

2. Rights-of-Way

- To protect the public's investment, the control of public rights-of-way must remain local.
- Local government must retain full control over the time, place and manner for the use of the public right-of-way in providing telecommunications services, including the appearance and aesthetics of equipment placed within it.

3. Access

- All local community residents should be provided access to all available telecommunications services.

Transportation, Communication and Public Works

- Telecommunications providers should be required to specify a reasonable timeframe for deployment of telecommunications services that includes a clear plan for the sequencing of the build-out of these facilities within the entire franchise area.
4. Public Education and Government (PEG) Support
 - The resources required of new entrants should be used to meet PEG support requirements in a balanced manner in partnership with incumbent providers.
 - For cities currently without PEG support revenues, a minimum percentage of required support needs to be determined.
 5. Institutional or Fiber Network (INET)
 - The authority for interested communities to establish INET services and support for educational and local government facilities should remain at the local level.
 6. Public Safety Services
 - The authority for E-911 and 911 services should remain with local government, including any compensation for the use of the right-of-way. All E-911 and 911 calls made by voice over internet protocol shall be routed to local public safety answering points (PSAPs); i.e., local dispatch centers.
 - » All video providers must provide local emergency notification service.
 7. Customer Service Protection
 - State consumer protection laws should continue to apply as a minimum standard and should be enforced at the local level. Local governments should retain the authority to assess penalties to improve customer service.
 8. Other Issues
 - Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding.
 - The League supports the authority of cities to zone and plan for the deployment of telecommunications infrastructure. The League supports the ability of cities to maintain and manage the public right-of-way

and receive compensation for its use. The League supports the innovation and economic development potential of the "information superhighway" and the many possible benefits in the areas of telecommuting and productivity it promises. The League will work with the California Public Utilities Commission, the various telephone companies and federal regulatory agencies to improve telephone area code planning in California.

Air Pollution

- The League will monitor developments and the ramifications of efforts to regulate air quality and related congestion strategies as it is related to transportation.

Note: The League will review new legislation to determine how it relates to existing League policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by the League during the previous two years, there may be new, evolving policies under consideration or adopted by the League that are not reflected in the current version of this document. However, all policies adopted by the League Board of Directors or the League's General Assembly become League policy and are binding on the League, regardless of when they are adopted and whether they appear in the current version of "Summary of Existing Policies and Guiding Principles."

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HOW YOU CAN GET INVOLVED

✓ **Visit the League Web site: www.cacities.org**

- Issues and advocacy;
- News and information; and
- Education, conferences and networking.

✓ **Subscribe to *CA Cities Advocate*, the League's e-newsletter**

Stay up-to-date on major issues impacting local government. If you would like to automatically receive updates on legislative and policy issues that affect California cities, you may subscribe to the League's *CA Cities Advocate* e-newsletter. It's easy to subscribe on the League's Web site: www.cacities.org/cityadvocateweekly.

✓ **Sign-up for League listserves**

Listserve are a great resource for sharing information, asking questions or getting help. They are intended to facilitate communication and information sharing among city officials. Don't miss out on important information that affects local government and your professional development. Sign up is easy on the League's Web site: www.cacities.org/listserv.

✓ **Use the Bill Search function to stay informed on key legislation.**

It can be found on the home page under *Find a Bill*, or go directly to: www.cacities.org/billsearch

- Search for all bills in the current legislative session (2009-10), or prior sessions. Search by bill number, author, topic word, or key word.
- On this page (www.cacities.org/billsearch), you can also link directly to League policy areas. Here you will find bills that the League is tracking, as well as the registered positions (*Support, Oppose or Watch*), sample letters and the legislative representative assigned to the bill. Note: The League's standard position on tracking legislation is "watch" until such time that we take an official position.

✓ **Learn more about the League**

The League produces brochures and other materials to help inform our members, law makers, the press and the general public about the organization's mission, work and goals. To view League marketing materials, visit: www.cacities.org/learnmore.



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City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: ROLES OF MAYOR AND MAYOR PRO TEM

RECOMMENDATION: PROVIDE DIRECTION AND ESTABLISH AN AD HOC COMMITTEE FOR DEVELOPMENT OF A POLICY

BACKGROUND:

At the City Council meeting of July 24, 2013, the City Council requested an item for discussion on the roles of the Mayor and the Mayor Pro Tem.

DISCUSSION:

At the City Council meeting of July 24, 2013, the City Council revised the Rules of Decorum which had previously included the following language regarding the Mayor and Mayor Pro Tem. This is the only language regarding the roles of the Mayor and Mayor Pro Tem.

B. Role of the Presiding Officer: The Presiding Officer of the City Council, who shall be the Mayor, or in the Mayor's absence the Mayor Pro Tem, or in both of their absence any other member designated by the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty of the Presiding Officer to ensure that the rules of decorum and procedure contained herein are observed. The Presiding Officer shall maintain control of communication between Councilmembers and between the City Council and members of the public. The Presiding Officer may make and second motions when no other Council member does so.

The Presiding Officer shall serve as the parliamentarian and decide all questions of order under these rules, with the assistance of the City Attorney. Any such decision shall be final unless overriding by a majority vote of the Councilmember's present and shall be binding and legally effective (even where clearly erroneous) for purposes of the matter under consideration.

C. Communications between City Councilmembers at Meetings:

(1) Councilmembers wishing to speak should request the floor by being recognized by the Presiding Officer before speaking. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to address the City Council.

(2) No Councilmember shall speak again until all Councilmembers have had the opportunity to speak.

(3) Councilmembers shall remember that the purpose of the City Council meeting is to conduct the business of the City. Councilmembers shall avoid repetition and shall limit their comments to the subject matter at hand. Councilmembers should endeavor to express their views without engaging in unnecessarily lengthy debates.

(4) When one Councilmember is speaking, other Councilmembers shall not interrupt, disrupt or disturb the speaker. During questions and deliberations, the Presiding Officer may vary the speaking sequence of Councilmembers from item to item.

(5) Communications between Councilmembers outside meetings is governed by the Ralph M. Brown Act ("Brown Act").

City staff has a list of meetings and events that the past two mayors and current mayor have attended when a charge to the City was involved. Staff does not keep records of events which the Mayor attends either free or is covered by the Mayor's out of pocket cost.

- League of California Cities
- Corona Chamber of Commerce
- Mayor's Quarterly Breakfast
- Corona State of the City
- WRCOG General Assembly

Attached are excerpts from various City Council policy manuals for Council consideration. Should the City Council choose to create a policy for inclusion into the existing Rules of Decorum, it is recommended that an ad hoc committee of two Council members be established to work with staff to specifically develop the policy

FISCAL IMPACT:

None

ATTACHMENT:

1. Sample Duties of the Mayor and Mayor Pro Tem

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

COUNCIL POLICY MANUAL

Policy 7.3.4 Roles and Responsibilities of Mayor, Vice Mayor and Councilmembers

POLICY PURPOSE:

The purpose of this policy is to outline the roles and responsibilities of the Mayor, Vice Mayor and Councilmembers. With the exception of 1 D., this information was previously contained in the City's Code of Ethics and Conduct for Elected and Appointed Officials, but it was determined that the emphasis of that policy was not on ethical behavior or proper conduct, and that a separate policy would assist those searching for related information. With the exception of those items identified as originating from the City Charter, any of the following roles and responsibilities may be changed by a majority vote of Council. Another resource helpful in defining the roles and responsibilities of elected officials can be found in the Leadership Guide for Mayors and Councilmembers published by the League of California Cities.

POLICY STATEMENT:

1. Roles and Responsibilities of the Mayor

- A.** Serves at the pleasure of the Council (Sunnyvale City Charter, Section 605)
Acts as the official head of the City for all ceremonial purposes (Sunnyvale City Charter, Section 605).
- B.** Chairs Council meetings (Sunnyvale City Charter, Section 605) – See Section 4 below.
- C.** May add items to the Council agenda without Council vote.
- D.** May revise the date or time a specific agenda item appears on the Tentative Council Meeting Agenda Calendar without Council vote.
- E.** Calls for special meetings (Sunnyvale City Charter, Section 609).
- F.** Recognized as spokesperson for the City Council on City positions.
- G.** Selects substitute for City representation when Mayor cannot attend.
- H.** Makes judgment calls on proclamations, Special Orders of the Day, etc.
- I.** Recommends subcommittees as appropriate for Council approval.
- J.** May appoint “blue ribbon” committees as sees fit.
- K.** Serves as the liaison between the Council and the city manager and city attorney in regards to employee relations.
- L.** Leads the Council into an effective, cohesive working team.
- M.** Signs documents on behalf of the City.
- N.** Serves as official delegate of the City to the U.S. Conference of Mayors and other events and conferences (and receives additional travel allowance for this purpose).
- O.** Determines theme and venue for annual State of the City event.
- P.** Reviews all mail addressed to Mayor.

COUNCIL POLICY MANUAL

- Q. May administer counseling, verbal reprimands and written warnings to board and commission members, and call for investigations of board and commission member conduct.

2. Roles and Responsibilities of the Vice Mayor

- A. Serves at the pleasure of the Council (Sunnyvale City Charter, Section 606).
- B. Performs the duties of the Mayor if the Mayor is absent or disabled (Sunnyvale City Charter, Section 606).
- C. Chairs Council meetings at the request of the Mayor.
- D. Represents the City at ceremonial functions at the request of the Mayor.
- E. Reports closed session actions at public Council meetings.
- F. Initiates routine motion for consent calendar items on the City Council agenda.

3. Roles and Responsibilities of Councilmembers

All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect. Therefore, no ranking or pecking order shall be established for predetermining the order of roll call votes (which shall be determined on a random basis by the City Clerk) or public introductions, except that the Mayor and Vice Mayor shall be introduced first at public meetings and events. All Councilmembers should:

- A. Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- B. Prepare in advance of Council meetings and be familiar with issues on the agenda.
- C. Represent the City at ceremonial functions at the request of the Mayor.
- D. Place activities and events on the Council's weekly activities calendar that invite official participation of all Councilmembers. A list of the activities of individual Councilmembers may also be submitted for public record at the option of the Councilmember.
- E. Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- F. Serve as a model of leadership and civility to the community.
- G. Inspire public confidence in Sunnyvale government.
- H. Provide contact information with the Council Executive Assistant in case an emergency or urgent situation arises while the Councilmember is out of town.
- I. Demonstrate honesty and integrity in every action and statement.
- J. Participate in scheduled activities to increase team effectiveness and review Council procedures, such as the Code of Ethics and Conduct for Elected and Appointed Officials.

COUNCIL POLICY MANUAL

4. Roles and Responsibilities of Meeting Chair

The Mayor will chair official meetings of the City Council, unless the Vice Mayor or another Councilmember is designated as chair of a specific meeting.

- A. Maintains order, decorum, and the fair and equitable treatment of all speakers.
- B. Keeps discussion and questions focused on specific agenda item under consideration.
- C. Makes parliamentary rulings with advice, if requested, from the city attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Councilmember makes a motion as an individual and the majority of the Council votes to overrule the chair.

5. Former Councilmembers

Past members of the City Council who speak to the current City Council about a pending issue should disclose who they are speaking on behalf of (individual or organization).

(Adopted: RTC 09-062 (March 10, 2009); Clerical Update (January 29, 2013))

Lead Department: Office of the City Manager

For reference, see also: RTC 09-047 (February 24, 2009) *Reconsider City's Code of Ethics and Conduct for Elected and Appointed Officials Based on Council Action of February 3, 2009*

A community reception honoring the incoming Mayor, outgoing Mayor, and Council Members is traditionally held immediately following the reorganizational meeting.

3.3 Selection of Mayor and Mayor Pro Tempore

The term of office for the Mayor and Mayor Pro Tempore shall be one year. A majority vote of the Council is necessary to designate a Mayor and Mayor Pro Tempore. The election of the Mayor and Mayor Pro Tempore will take place as follows:

- City Clerk will conduct the election for the office of Mayor.
- Following the election, the City Clerk will turn over the gavel to the newly-elected Mayor, who will then conduct the election for the office of Mayor Pro Tempore.

3.4 Duties of Mayor and Mayor Pro Tempore

The Mayor shall preside at the meetings of the Council. If he/she is absent or unable to act, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act.

In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Chairperson shall be elected by the members of the Council present.

The Mayor meets with the City Manager, Deputy City Manager, City Attorney, and City Clerk one week prior to Council meetings to review the draft agenda.

(Refer to LMC Section 2.04.070, "Presiding officer—Mayor—Mayor Pro Tempore," LMC Section 2.04.080, "Call to order—Temporary chairman," and Res. 2006-31 for additional duties of Mayor and Mayor Pro Tempore.)

3.5 Seating Order

Following the Council reorganization, the City Clerk shall designate the seating order for the Council dais.

3.6 Representation at Ceremonial Functions

The Mayor shall represent the Council at ceremonial functions. The Mayor may, at his/her own discretion, ask another Council Member to represent the Council at the function.

Council Members shall be reimbursed for admission, meal expenses, and mileage to attend ceremonial functions, for which the Council Member was invited to represent the City, pursuant to the City of Lodi Travel and Business Expense Policy.

C H A P T E R 2

Menlo Park City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to city affairs other than those forbidden or preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the city, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants and which are not specifically forbidden by the Constitution and laws of the State of California (California Government Code).*

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tem have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Council members who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Menlo Park City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who make up the two-year Council sessions.

Limitations are imposed on a Council member's ability to serve on appointed boards of the city. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Council members often participate and provide leadership in regional and state programs and meetings. Council members are strongly encouraged to report to the Council on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor: As reflected in the Municipal Code, the Mayor is to preside at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the Council or by vote of the people. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the city for all ceremonial purposes.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except when the City Manager has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature may be used.

Traditionally, the Mayor has also been assigned by the City Council to consult and coordinate with the City Manager in the development of agendas for meetings of the City Council. The scope of such review focuses on the timing of business items and the volume of business that can be considered at any one meeting. Such review does not allow for a unilateral unlimited delay of items to be considered by the Council or the introduction of new items not otherwise part of the Council's identified priorities or staff's work plan. Should any significant disagreement arise regarding the scheduling of items, these matters are to be resolved by the full City Council. The staff maintains a "tentative" Council Calendar that programs when matters will likely be considered at future meetings.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council. The Mayor Pro Tempore title is often abbreviated to Mayor Pro Tem; and a more common and contemporary title of Vice Mayor may be substituted as well.

Appointment of City Manager, City Attorney

The City Council appoints two positions within the city organization: the City Manager and City Attorney. Both positions serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the City. The current City Attorney is a part-time employee, and a partner in a local law firm that has served the City for many years.

Role in Disaster

The City Council has some special, extraordinary powers in the case of a disaster. Some meeting restrictions and expenditure controls are eased in such extreme situations. In critical situations the Council may be directed by the City Manager/Emergency Services Director to assemble in the City's Emergency Operations Center (EOC), located within the Police Department, to provide policy guidance and to receive information in an emergency. Should the City Council not be available during an emergency, state law specifies a hierarchy of others who may serve in place of the City Council. The most likely scenario is that the County Board of Supervisors would serve in the place of the Council.

Appointment of Advisory Bodies

The city has a number of standing advisory bodies. Appendix C contains adopted policy #CC-01-0004 on the appointment, roles and responsibilities of the various Commissions. These procedures apply to all appointments and reappointments to standing advisory bodies.

In addition, resident committees and task forces are occasionally appointed by the City Council to address issues of interest. A task force or other ad hoc body is a body created by Council for a specific task. Council subcommittees, when used, are to help the Council do its job. Committees ordinarily will assist the Council by preparing policy alternatives and implications for Council deliberation. Council subcommittees will normally not have direct

CHAPTER 2 - ROLES

It is important to recognize that the City Council acts as a body. No member has extraordinary powers beyond those of other members. While the Mayor and Vice Mayor may have additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. Policy is established and direction is given to City staff by a majority vote of the Council.

While individual Council members may disagree with decisions of the majority, a decision of the majority binds the Council to a course of action and provides staff with direction to follow. In turn, it is staff's responsibility to ensure the policy of the Council is implemented and upheld consistent with the wishes of the majority. Implementation of Council policy by staff does not reflect a bias against Council members who held a minority opinion on an issue.

MAYOR & VICE MAYOR

The Mayor is elected by the voters of the City of Elk Grove and serves a two-year term. The Vice Mayor is selected annually by the City Council and serves a one-year term.

The Mayor is the presiding officer at all meetings of the City Council and performs duties consistent with the ceremonial office as may be delegated by the City Council. Neither the Mayor nor Vice Mayor possesses the power of veto or any other policy making authority beyond that of the other Council members. As presiding officer at City Council meetings, the Mayor, or the Vice Mayor in his/her absence, is to faithfully communicate the will of the Council majority in matters of policy. The Mayor, or the Vice Mayor in his/her absence, is the official head of the City and recognized spokesperson for ceremonial purposes. Consistent with State law governing general law cities, the Mayor makes appointments to boards and commissions, subject to confirmation by the full Council.

The Mayor, whenever available, shall sign all ordinances, and other documents that have been adopted and authorized by the City Council and require an official signature; except when the City Manager or another City Official has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor shall sign in the Mayor's absence.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: AUGUST 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: CITY COUNCIL MEDIATION PROCESS

RECOMMENDATION: PROVIDE DIRECTION

BACKGROUND:

At the City Council meeting of July 10, 2013 the City Council requested staff to provide options for creating a more effective working environment among the City Council. At this meeting staff suggested the use of a consultant to assist with this effort. The City Council rejected the use of a consultant due to cost.

DISCUSSION:

Based on the prior discussion, staff needs the following additional direction from the collective City Council in order to move forward on some form of mediation process:

1. There needs a consensus among the City Council that this “mediation” is something the Council is interested in pursuing; and
2. The City Council is willing to fund (if so, how much) or is looking to find some individual to offer those services free of charge. Once City Council reaches consensus on the foregoing issues, staff may begin searching for the successful candidate

FISCAL IMPACT:

Depends on direction provided by the City Council.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

9. COUNCIL COMMUNICATIONS



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

10. CITY MANAGER'S REPORT



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

11. CLOSED SESSION

**11.1 PUBLIC EMPLOYEE PERFORMANC EVALUATION PURSUANT
TO SECTION 54957:**

Title: City Manager



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: AUGUST 28, 2013

12. ADJOURNMENT