

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, March 12, 2014

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, Jeff DeGrandpre, William Link
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 – February 26, 2014 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held on February 26, 2014.

5.2 Minutes – February 26, 2014 Joint Meeting.

Recommendation: Approve the minutes from the Joint Meeting held on February 26, 2014.

5.3 Public Safety Commission Ordinance Amendment.

Recommendation: Hold second reading and adopt Ordinance No. 2014-03, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 2.18 OF TITLE 2 OF THE CITY OF EASTVALE MUNICIPAL CODE RELATING TO THE PUBLIC SAFETY COMMISSION.

5.4 Landscaping and Lighting Maintenance District No. 89-1 Consolidated.

Recommendation: Staff recommends that the City Council adopt Resolution No. 14-13, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ANNUAL REPORT FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 201/2015.

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 items.

7. OLD BUSINESS ITEMS:

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

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 School Liaison To City Council.

Recommendation: Adopt Resolution No. 14-14, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, CREATING A STUDENT LIAISON POSITION TO THE EASTVALE CITY COUNCIL.

8.2 Selection Of Consultant For Engineering Design Services - Anderson Penna.

Recommendation: Approve the Professional Services Agreement with Penna Anderson for Engineering Design Services in the total amount of \$149,996.00.

8.3 Goal Setting For Fiscal Year 2014-2015 Budget.

Recommendation: Approve budget calendar and discuss goals and priorities for Fiscal Year 2014-2015 Annual Operations and Capital Improvement Budget.

8.4 Review of Reimbursement of Expense Policy.

Recommendation: Provide direction.

8.5 Attendance At The International Conference Of Shopping Centers (ICSC).

Recommendation: Provide direction on attendance at conference and determine who (if any) should attend.

9. CITY MANAGER'S REPORT:

10. 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.

11. CLOSED SESSION:

There are no closed session items.

12. ADJOURNMENT:

The next regular meeting of the Eastvale City Council will be held on March 26, 2014 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 March 6, 2014, 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: MARCH 12, 2014

1. CALL TO ORDER



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 12, 2014

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



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 12, 2014

3. *PRESENTATIONS/ANNOUNCEMENTS*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 12, 2014

4. PUBLIC COMMENT/CITIZEN PARTICIPATION

MINUTES
REGULAR MEETING OF THE CITY COUNCIL,
OF THE CITY OF EASTVALE
Wednesday, February 26, 2014
6:30 P.M.

Rosa Parks Elementary School 13830 Whispering Hills Drive

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

2. ROLL CALL/PLEDGE OF ALLEGIANCE/INVOCATION:

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

Staff Members present: City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, Management Analyst Rowe, City Engineer Alvarez, Planning Director Norris, Deputy Finance Director Gitmed, Police Chief Feltenberger, Fire Chief Williams and Assistant City Clerk Hall.

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

The Pledge of Allegiance was led by Mayor Bootsma.

3. PRESENTATIONS/ANNOUNCEMENTS:

3.1 Update from Public Safety Commission representative.

Dave Allis, Chairman of the Public Safety Commission, discussed the items that had been addressed in the Public Safety Commission meeting on February 25, 2014. He stated that the Public Safety Commission recommended that the City Council consider adding saturation patrols, yellow flashing speed signs that display vehicles' current speeds, an additional traffic count and finding grant funding for crossing guards to address the local Girl Scout Troop's concerns about safety near schools.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

Mark Lee with Vantage Point Church, presented a check to the City in support of the military banner program.

Joel Siegler, with the Eastvale Chamber of Commerce, announced the upcoming State of the City event, and provided information on Chamber activities.

5. CONSENT CALENDAR:

5.1 **Minutes – February 12, 2014 Regular Meeting.**

Recommendation: Approve the minutes from the Regular Meeting held on February 12, 2014.

5.2 Approval of Final Map No. 34014 – D.R. Horton – Southwest Corner of Schleisman Road and Scholar Way.

Recommendation: Adopt Resolution No. 14-12, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE FINAL MAP FOR SUBDIVISION NO. 34014 (PROJECT 13-0395).

5.3 Acceptance of Public Improvements of Tract 29677 – Lennar Homes – Southwest Quadrant of Chandler & Archibald.

Recommendation: Adopt Resolution No. 14-10, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT 13-3237 (TRACT 29677) LENNAR HOMES.

5.4 Acceptance of Public Improvements of Tract 31405 – Lennar Homes – Southeast Quadrant of Chandler & Hall.

Recommendation: Adopt Resolution No. 14-09, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT 13-3238 (TRACT 31405) LENNAR HOMES.

5.5 Street Clean Up In The Public Right-Of-Way.

Recommendation: Receive and file.

5.6 Warrant Register.

Recommendation: Approve the payment of Warrants (check numbers 11859 through 11925, wire numbers W00211 to W00223, for a total amount of \$2,285,646.17, and payroll in the amount of \$69,330.56).

5.7 Warrants for City Council Related Items.

Recommendation: Approve the payment of Warrants (check numbers 11865, 11898 and 11926, and wire number W00216 in the amount of \$1,298.24).

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

Motion carried 5-0 with DeGrandpre, Link, Welch, Rush and Bootsma voting aye.

6. PUBLIC HEARINGS:

There were no Public Hearings.

7. OLD BUSINESS:

There were no Old Business Items.

8. NEW BUSINESS ITEMS:

8.1 Crossing Guard Study For Rosa Parks Elementary And Girl Scout Troop 152.

Recommendation: 1) Receive verbal input from Public Safety Commission and 2) Staff recommends denial of request for crossing guard.

City Manager Jacobs provided the staff report for this item. She expressed that Staff's concern with approving a crossing guard where it was not warranted would set the precedent that any intersection would qualify for a crossing guard. She added that Staff was looking into the recommendations that the Public Safety Commission had suggested.

Mayor Pro Tem Rush thanked Staff for their work and expressed concern with the wording on the sign indicating no right turns on red. He stated that the sign was confusing and appeared that right turns were not allowed at any time, not just during school hours.

There was discussion regarding the no right turn on red sign and speed display signs.

There was additional discussion regarding the studies that had been conducted.

There was discussion regarding educating the parents and students on proper school and road safety.

There was discussion regarding the training of crossing guards and trying to find a way to train volunteers.

Staff would return to the City Council with information regarding traffic citations near the school and would look into changing the language on the no right on red sign to make it more clear.

Motion: Moved by Welch, seconded by Rush to instruct staff to conduct another traffic study in the area near Rosa Parks Elementary School.

Motion carried 5-0 with DeGrandpre, Link, Welch, Rush and Bootsma voting aye.

8.2 City Council Policy For Filling Council Vacancies.

Recommendation: Adopt Resolution No. 14-11, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING CITY COUNCIL POLICY TITLED "PROCEDURE FOR FILLING COUNCIL VACANCIES".

City Attorney Cavanaugh provided the staff report for this item. He reviewed the process that was listed in the policy and provided information on alternatives.

There was discussion regarding the process.

Motion: Moved by Welch, seconded by Rush to approve the resolution and policy as presented.

Motion carried 5-0 with Link, DeGrandpre, Welch, Rush and Bootsma voting aye.

8.3 Public Safety Commission Ordinance Amendment.

Recommendation: Introduce and hold first reading of Ordinance No. 2014-03, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 2.18 OF TITLE 2 OF THE CITY OF EASTVALE MUNICIPAL CODE RELATING TO THE PUBLIC SAFETY COMMISSION.

City Manager Jacobs provided the staff report for this item.

There was discussion regarding the procedure that the Public Safety Commission could use to communicate recommendations to the City Council.

Motion: Moved by Rush, seconded by Welch to introduce and hold first reading of Ordinance No. 2014-03.

Motion carried 5-0 with Link, DeGrandpre, Welch, Rush and Bootsma voting aye.

9. CITY MANAGER'S REPORT:

There was no City Manager's Report.

10. COUNCIL COMMUNICATIONS:

Council Member Welch announced the grand opening of the new community park and Little League's opening day event.

11. CLOSED SESSION:

There were no Closed Session Items.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:12 p.m.

MINUTES
SPECIAL JOINT MEETING OF THE EASTVALE
CITY COUNCIL AND THE EASTVALE
PLANNING COMMISSION
Wednesday, February 26, 2014
7:00 P.M. or as soon after as possible
Rosa Parks Elementary School 13830 Whispering Hills Drive

1. **CALL TO ORDER:** 7:20 p.m.

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

Planning Commissioners present: Commissioners Patel, Charlson, Oblea, Vice-Chairman Tessari and Chairman Valentine.

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

Staff Members present: City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, Management Analyst Rowe, City Engineer Alvarez, Engineer Indrawan, Planning Director Norris, Deputy Finance Director Gitmed, Police Chief Feltenberger, Fire Chief Williams and Assistant City Clerk Hall.

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

Mark Lee with Vantage Point Church, presented a check to the City in support of the military banner program.

Joel Siegler, with the Eastvale Chamber of Commerce, announced the upcoming State of the City event, and provided information on Chamber activities.

4. **SPECIAL ORDERS FOR THE MEETING:**

4.1 **Provide Direction For The Completion Of The “Vision Plan” For The Leal Specific Plan Area.**

Recommendation: Staff is requesting direction from the Council and Commission on the overall vision for the Leal Specific Plan Area, so that the draft “Vision Plan” for the property can be prepared.

City Manager Jacobs provided an introduction to the item.

Planning Director Norris provided a PowerPoint presentation on the item.

Ken Hira with Kosmont Companies, provided a PowerPoint presentation regarding the feasibility of all of the presented options for the property.

There was discussion regarding the developments planned to surround the area, blending the options that had been proposed for the site, the communications that

the City had with the property owners, potential amenities in the project area, the potential construction timeline, the market for specific retailer types, how a project could be phased, potential financing districts as an alternative to redevelopment funds that were previously available, potential housing blend in the project area, and how the poll of the residents was conducted.

Commissioner Oblea was in favor of a downtown project, with arts and culture, civic center and entertainment features. He added that it needed to be a high quality project to make it a destination, and have attractions that ran into the evening hours.

Commissioner Patel stated that the General Plan for the City mentioned a town center in the proposed location and thought that the plan would offer the City a lot of good assets. She stated that the City doesn't own the property but could support the owner and asked that the project focus on the needs of the residents and not bringing in tourists.

Vice-Chairman Tessari concurred with his colleagues that a downtown project with arts, entertainment and civic center elements would fit the needs of the City.

Joel Seigler, a resident, stated that he would like to see businesses come into the project and succeed.

Mike Gracia, a resident, shared concerns about whether or not the City was ready for this type of project and the infrastructure needed to support it.

Merideth Sumenek, a resident, stated that she loved the downtown center idea and thanked the City for gathering resident input.

Steve Veen, a resident, asked where more of the mock-up's of the marketing material could be found.

Planning Director Norris stated that the mock-up would be placed on the Leal Specific Plan website.

Mr. Veen added that he appreciated the City considering various project types and asked that the City look at the potential effect that the proposed WalMart project on the west side of the City would have on any project put on the Leal property.

Staff confirmed that it was the consensus of the Planning Commission and City Council that they preferred a downtown style project with additional arts and cultural, civic center, entertainment, restaurant and housing elements included. Staff would return with Specific Plan concepts at a later meeting.

5. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:52 p.m.

ORDINANCE NO. 2014-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 2.18 OF TITLE 2 OF THE
CITY OF EASTVALE MUNICIPAL CODE RELATING TO THE PUBLIC SAFETY
COMMISSION.**

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

Section 1. Chapter 2.18 – Public Safety Commission, as set forth in Exhibit “A ” attached hereto and incorporated herein by this reference, is hereby amended in its entirety to Title 2 of the City of Eastvale Municipal Code.

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

Section 3. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law.

PASSED, APPROVED AND ADOPTED, this 12th day of March, 2014.

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 M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2014-03 was introduced at a regular meeting of the City Council of the City of Eastvale held on the 26th day of February, 2014 and was finally passed by the City Council of the City of Eastvale at a regular meeting held the 12th day of March, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel M. Hall, Assistant City Clerk

EXHIBIT “A”

CHAPTER 2.18 – PUBLIC SAFETY COMMISSION

2.18.010. Public Safety Commission Established.

A Public Safety Commission which shall be known as the Public Safety Commission of the City of Eastvale is hereby created and established.

2.18.020. General Provisions.

A. Membership.

The Commission shall consist of five members who shall be registered voters of the City. Members shall not be officers or employees of the City. All members serve at the will and pleasure of the City Council. A Public Safety Commissioner may be removed at any time during a term of office by an affirmative vote of three (3) Councilmembers.

B. Terms of office--Vacancy.

(a) Each City Councilmember shall propose to the City Council in the form of a nomination of one (1) City resident to serve on the Public Safety Commission. Unless there is a four-fifths vote taken against a nomination, each nominee shall be automatically appointed to the Public Safety Commission. Appointments shall be made at a regular City Council meeting.

(b) Each Public Safety Commissioner shall serve a term of two (2) years. Each term shall coincide with the City’s regular general election date. The first Public Safety Commissioners appointed shall serve until the first Public Safety Commission meeting after the election results of the first general municipal election is certified.

(c) If a vacancy occurs otherwise than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term by the individual Councilmember who made the appointment to the seat which is vacant.

C. Absence from Meetings.

Any Commission member absent from two (2) consecutive regularly scheduled meetings, or absent from three (3) regularly scheduled meetings of the Commission during a calendar year, may be removed from office. By an affirmative vote of three (3) Councilmembers, the City Council may declare a vacancy on the Public Safety Commission and direct the City Clerk to post the notice of vacancy and begin the application process to fill the unexpired term.

2.18.030. Officers; meetings; rules and regulations; records.

The Public Safety Commission shall elect its chairman from among its appointed members for a term of one year, and shall likewise elect one of its members to serve as presiding officer pro tempore (vice-chairman) at the pleasure of the Commission. The Public Safety Commission shall hold at least one meeting quarterly but not more than 3 meetings quarterly in the City Council chambers which shall be open to the public, and may adjourn or re-adjourn any regular meeting to a date and hour certain which shall be specified in the order of adjournment. When so adjourned, such adjourned meeting shall be a regular meeting for all purposes. If at any time any regular meeting falls on a holiday, such regular meeting shall be held in the next business day. The Public Safety Commission shall adopt rules and regulations for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be a public record.

2.18.040. Duties.

The Public Safety Commission shall be charged with the responsibility for making recommendations regarding matters affecting:

1. Neighborhood Watch
2. Crime Prevention
3. Emergency Preparedness
4. Traffic Issues
5. Other matters that may be directed by order of the City Council

2.18.050 Power and authority.

The Public Safety Commission shall cause proper records to be kept of all its official acts and proceedings. The Commission shall have no power or authority to bind or obligate the City or any officer or department thereof for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the City Council may have made for the purpose of the Commission in any fiscal year.

2.18.060. Rules of organization and procedure.

The Commission is a reviewing and recommending body only and shall have no power to direct members of the city staff or contract entities. Except as otherwise provided in this chapter or by law, the Commission shall have power to and shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for the regular monthly meeting or meetings of the Commission.

2.18.070. Reporting to the City Council.

A designated member of the Public Safety Commission shall report to the City Council on the work and recommendations of the Public Safety Commission at the next available City Council meeting, but not less than quarterly.

2.18.080. Stipend.

Members of the Public Safety Commission may receive a stipend for their services as set by resolution of the City Council. No additional monies shall be paid for expenses incurred by the members of the commission in the performance of their duties, except that the City Council may from time to time authorize in advance, expenditures for attendance at seminars, institutes, or other meetings which the City Council finds to be beneficial to the commissioners in the performance of their duties, and in the best interest of the city. Claims for such expenses shall be filed with the finance director, or designee, and shall be subject to audit and approval by the City Council.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 12, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: JOANN GITMED, DEPUTY FINANCE DIRECTOR

**SUBJECT: LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT
NO. 89-1 CONSOLIDATED**

RECOMMENDATION: STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 14-13, ENTITLED: A RESOLUTION OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ANNUAL REPORT FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2014/2015

BACKGROUND:

Landscaping and Lighting Maintenance District No. 89-1 Consolidated (the “District”) is a special financing district established to fund specific maintenance activities. Properties within the District receive special benefit from the maintenance activities and are assessed annually to fund those maintenance activities. The annual budget and assessment calculation are prepared and presented in the form of an annual engineer’s report. This resolution declares the City’s intention to initiate the annual assessment proceeding and orders the preparation of the requisite annual engineer’s report. The next step in the process is to prepare the annual engineer’s report. Staff will bring that to City Council, along with the accompanying resolutions - when they are available.

DISCUSSION:

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

FISCAL IMPACT:

Costs associated with the preparation of the annual engineer's report and the annual levy and collection of assessments is charged to the District. Failure to approve the accompanying resolution would result in an inability to collect the annual assessment which totals approximately \$210,000. The estimated cost of the Engineer's Report is \$12,500.

ATTACHMENTS:

1. Resolution No. 14-13

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs, City Manager

John Cavanaugh, City Attorney

RESOLUTION NO. 14-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ANNUAL REPORT FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2014/15

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

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

WHEREAS, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2014/15 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the District.

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

RECITALS

1. The above recitals are true and correct.

ENGINEER'S REPORT

2. The City Council hereby orders NBS, to prepare an Annual Report regarding the District containing the following information:
 - A. The plans and specifications describing the general nature, location and extent of the improvements to be maintained.
 - B. An estimate of cost of the maintenance and/or servicing of the improvements for the referenced fiscal year.
 - C. A diagram showing the areas and the properties proposed to be assessed.
 - D. An assessment of the estimated costs of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels in proportion to the benefits received.

NBS shall file the Annual Report with the City Clerk of the City, who shall then submit the Annual Report to the City Council for immediate review and consideration.

FISCAL YEAR

3. The assessments relating to these proceedings will constitute the District revenues for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015.

IMPROVEMENTS

4. There are no proposed new improvements or any substantial changes in existing improvements.

PASSED, APPROVED, AND ADOPTED this 12th day of March, 2014.

Ike Bootsma
Mayor

APPROVED AS TO FORM:

John E. Cavanaugh
City Attorney

ATTEST:

Ariel M. Hall
Assistant City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF EASTVALE)

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, does hereby certify that the foregoing Resolution No. 14-13 was duly and regularly adopted by the City Council of said City of Eastvale at a regular meeting of said City Council held on the 12th day of March, 2014 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Assistant City Clerk, Ariel M. Hall



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 12, 2014

6. *PUBLIC HEARINGS*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 12, 2014

7. *OLD BUSINESS ITEMS:*



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 12, 2014

TO: CITY COUNCIL MEMBERS

FROM: MICHELE NISSEN, PUBLIC INFORMATION OFFICER

SUBJECT: SCHOOL LIAISON TO CITY COUNCIL

RECOMMENDATION: ADOPT RESOLUTION No. 14-14, ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, CREATING A STUDENT LIAISON POSITION TO THE EASTVALE CITY COUNCIL.

BACKGROUND:

On February 26, 2014, staff met with Corona Norco Unified School District (CNUSD) Board Member William (Bill) Newberry to discuss the idea of a volunteer student liaison to the City Council.

DISCUSSION:

The Institute for Youth, Education, and Families at the National League of Cities states that "Nothing is more important to the health of our democracy than the active engagement of young people in representative government at the local level." The National League of Cities noted that by involving youth in local government processes, the youth become assets and resources to elected officials who are seeking effective solutions to community problems.

Mr. Newberry's concept of a student liaison to City Council would include one (1) student per semester from Eleanor Roosevelt High School (ERHS). This student representative would be nominated and selected by ERHS administrative staff and teachers. The student selected to fulfill this role would sit on the dais with the City Council members during the course of the City Council meeting but would not be a voting member of the City Council. The student liaison to City Council would not provide comment or input on agenda items unless otherwise requested by Council. At the conclusion of the meeting, during Council comments, the student liaison would be given an opportunity to provide an update to City Council with latest news and happenings for each Eastvale school site. This would be the only time the student liaison would open dialogue with the City Council unless otherwise requested by Council.

As part of the student liaison duties, the student would be responsible for the following activities:

- Conducting the flag salute at each City Council meeting
- Coordination and presentation of special student recognition and student certificates
- Work with Eastvale schools to obtain a brief update from them to provide during the City Council meeting
- Provide a brief written report to City Council prior to the meeting. The report will include a few bullet points for each school site.

The first student to serve as the student liaison to City Council would be selected from the Associated Student Body (ASB) and would serve a partial term since the current semester is already under way. The subsequent student liaison would go through a nomination and selection process to be designed and implemented by the ERHS Principal Jeremy Goins and his staff. City Council Members may be involved in the final selection process.

The experience gained as a student liaison to City Council would be a wonderful way for Eastvale students to build their college resume as well as provide valuable hands-on experience in local government operations and proceedings. In addition, the student liaison to City Council would help build future community leaders and foster strong relationships between the youth of our community and City Hall.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution No. 14-14

Prepared by: Michele Nissen, Public Information Officer

Reviewed by: Carol Jacobs, City Manager

Reviewed by: John Cavanaugh, City Attorney

RESOLUTION 14-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, CREATING A STUDENT LIAISON POSITION TO THE EASTVALE CITY COUNCIL

WHEREAS, the City of Eastvale recognizes the youth of our community as a significant community resource; and

WHEREAS, the City Council desires to receive continuous input from the youth of the community on matters of interest to youth; and

WHEREAS, the City Council, the Corona Norco Unified School District and Eleanor Roosevelt High School agree that the process of facilitating important interaction between the community youth and Council can occur through the Associated Student Bodies of Eleanor Roosevelt High School,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Eastvale hereby creates one (1) student liaison to city council position to be filled by a student selected from Eleanor Roosevelt High School each semester; and

BE IT FUTHER RESOLVED, that the student liaison would be nominated and selected by Eleanor Roosevelt High School administrative staff and teachers; and

BE IT FURTHER RESOLVED, that the student liaison shall attend each evening Council meeting; and

BE IT FUTHER RESOLVED, that the student liaison would conduct the flag salute at each city council meeting; and

BE IT FUTHER RESOLVED, that the student liaison would coordinate and present special student recognition and student certificates as needed; and

BE IT FUTHER RESOLVED, that the student liaison would work with the Eastvale schools to obtain a brief update to provide during the city council meeting; and

BE IT FUTHER RESOLVED, that the student liaison shall report to the City Council during council comments and shall be given the opportunity to offer input on any issue properly before the Council at the request of Council; and

BE IT FURTHER RESOLVED, that the student liaison shall be provided an agenda and supporting materials for each Council meeting and workshop so they may be informed of upcoming issues for discussion and decision by the Council.

PASSED, APPROVED AND ADOPTED this 12th day of March, 2014.

Ike Bootsma, Mayor

Attest:

Ariel Hall, Assistant City Clerk

Approved as to form:

John Cavanaugh, City Attorney

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

I, Ariel M Hall, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 14-14 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 12th day of March, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel M Hall, Assistant City Clerk



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: March 12, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: SELECTION OF CONSULTANT FOR ENGINEERING DESIGN SERVICES – ANDERSON PENNA

RECOMMENDATION: APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH PENNA ANDERSON FOR ENGINEERING DESIGN SERVICES IN THE TOTAL AMOUNT OF \$149,996.00.

BACKGROUND:

The City of Eastvale Capital Improvement Program (CIP) includes more than \$2 million of street improvements. To augment Public Works staff, request for proposals (RFP's) were received by 9 qualified engineering firms. The scope of work will include geotechnical reports, preparation of plans, specifications and design services, and support during construction to resurface six arterials which include:

<u>No.</u>	<u>Street</u>	<u>Limits</u>
1.	Chandler Street Reconstruction	Hellman to Hall Ave
2.	Hamner Avenue Resurfacing	Riverside to Samantha
3.	Hamner Avenue Resurfacing	Samantha to Cantu-Galleano (city side only)
4.	Hamner Avenue Resurfacing	Limonite to s/o 68 th Street
5.	Milliken Avenue Resurfacing	SR60 to Riverside
6.	River Road Resurfacing	Hellman to Baron

DISCUSSION:

RFP's were released via the City's website on December 12, 2013 and due by January 16, 2014. A total of nine (9) proposals were submitted by qualified engineering firms. All nine proposals were evaluated by staff and were rated on related experience, key personnel, approach to the project and understanding of the street improvement needs.

Below is the ratings of each firm. Costs were provided in a separate sealed envelope and only the envelopes of the top three rated firms were opened. The ratings for all six firms and fees for the top three firms to design the resurfacing of all six streets are as follows:

Firm	Rating	Rates
ANDERSON PENNA	95	\$149,996.00
PENCO ENGINEERING, INC.	94.67	\$580,433.00
ONWARD ENGINEERING	94	\$248,888.00
CIVIL SOURCE	87	Not Opened
HR GREEN	84.33	Not Opened
K&A ENGINEERING, INC.	81.33	Not Opened
QUANTUM CONSULTING, INC.	77.67	Not Opened
CNC ENGINEERING	73.33	Not Opened
W.G. ZIMMERMAN ENGINEERING, INC.	72	Not Opened

Based on the qualifications, rating and costs, the firm of Anderson Penna is recommended to provide design engineering services. A check of their references showed them to be well qualified to perform the work.

FISCAL IMPACT:

Funding for the engineering design services is available in the FY 13/14 CIP which is funded by Gas Tax.

ATTACHMENTS:

1. Professional Services Agreement
2. Anderson Penna Consultant Proposal

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

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR ENGINEERING DESIGN SERVICES ("AGREEMENT") is made and entered into this 12th day of March 2014, by and between the City of Eastvale ("CITY") and Anderson-Penna Partners, Incorporated ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on March 12, 2014 and continuing thereafter through February 28, 2014, or unless sooner terminated by the parties as set out in Section 18 below.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "FEE SCHEDULE", "RATE COMPARISON" AND "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the Council or City Manager. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBITS "A".

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

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

(d) Payment to CONSULTANT for work performed pursuant to this

AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

SECTION 5. REVIEW AND FINAL ACCEPTANCE.

CITY may review and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within Sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original studies, assessments, reports, data, plans, specifications, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

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

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or

termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. NONDISCRIMINATION.

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

AGREEMENT.

SECTION 12. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

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

SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 14. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 15. INSURANCE.

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

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

against the City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

C. Commercial General Automobile Liability Insurance.

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

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

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

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

D. Professional Liability Insurance.

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least

five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

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

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

E. All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this

AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 18. TERMINATION OF AGREEMENT.

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

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

(d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(e) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 19. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 20. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", "FEE SCHEDULE" shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 21. NOTICES.

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

To CITY: Carol Jacobs
City Manager

To CONSULTANT: _____
Attn: _____

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

SECTION 22. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

The City Council has authorized the undersigned to execute this AGREEMENT.

SECTION 23. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 24. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 25. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 26. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside.

SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any

provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBIT "A" are the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any 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 29. SEVERABILITY.

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

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

CITY OF EASTVALE

CONSULTANT:

By _____
Ike Bootsma, Mayor

By _____

ATTEST:

Ariel Hall, Assistant City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney



**CITY OF EASTVALE
CHANDLER, RIVER, MILLIKEN, HAMNER STREET RECONSTRUCTION**

FEE SCHEDULE

TASK	APP						APP Subtotal	Subconsultants	TOTAL
	PM \$160	PE \$130	TRAF \$120	QA/QC \$160	CADD \$80	ADMIN \$50			
1 Preliminary Design									
A. Meetings and Coordination	18	18					\$120		\$5,340
B. Data Collection & Field Review	12	18			18				\$5,700
C. Utility Investigation	6	12			12	6	\$900		\$4,680
D. Survey	2	4						\$840	\$23,480 ¹
E. Geotechnical	4	6						\$1,420	\$34,226 ²
F. 35% Plans	20	44	10		100			\$18,120	\$18,120
2 Final Design									
A. 65% and 95% Plans	30	68	20		140			\$1,000	\$28,240
B. Quantities and Cost Estimate	8	24	8						\$5,360
C. Specifications	12	12	4			12			\$4,560
D. 100% PS&E	6	10			20		\$750		\$4,610
E. Encroachment Permit & WQMP		30	6				\$500		\$5,120
F. QA / QC				24					\$3,840
3 Bid & Construction Support Services	12	18					\$200		\$4,460
Man-hour Totals	130	264	48	24	290	18		774	
Fee Totals	\$20,800	\$34,320	\$5,760	\$3,840	\$23,200	\$900	\$3,470	\$92,290	\$149,996

¹ Huitt Zollars

² Aragon Geotechnical

EXHIBIT "A"
(PAGE 2 OF 4)
RATE COMPARISON, FEE SCHEDULE AND SCOPE OF SERVICES

The work described in this Request for Proposals includes the preparation of a detailed topography surveys, geotechnical report and recommendation of a new structural pavement section(s), design plans, specifications and cost estimates for the following:

- New ADA ramps and other accessibility improvements,
- Replacement sidewalks where broken/cracked or raised,
- Replacement curb, gutter and driveways where broken/cracked or raised,
- New Traffic Signal loops or alternative detection, where necessary,
- New structural pavement sections (reconstruction),
- Depth of overlay and methodology (overlay)
- Obtaining encroachment permits from Caltrans, and the Cities of Ontario and Chino, respectively, where necessary
- Water Quality Management Plan, and
- Construction on public or private properties if necessary to eliminate flooding problems.

1. Consultant Responsibility

The consultant chosen for this project shall be responsible for the following tasks:

- a. Project Management and Coordination
- b. The Consultant shall ensure an efficient and coordinated project development process, the delivery of a high quality product, and development of the project components within budget and on schedule.
- c. The Consultant shall research and coordinate with other agencies such as SCE, Jurupa Community Services District, City of Norco Utilities, City of Ontario, Caltrans, AT&T, Verizon, Time-Warner, Southern California Gas Company, etc. to obtain necessary drawings or as-built plans.

Deliverables:

- Project schedule

2. Preparation of Detailed Plans, Specifications, and Cost Estimates (PS&E) for Construction and Deployment.

- a. The Consultant shall prepare a detailed survey incorporating all underground utilities within the project area.
- b. The Consultant shall produce 35%, 65% and 95% submittal packages for City review.
- c. The Consultant shall prepare a final bid document incorporating all comments from previous reviews.

EXHIBIT "A"
(PAGE 3 OF 4)
RATE COMPARISON, FEE SCHEDULE AND SCOPE OF SERVICES

- d. Plans shall be drawn using AutoCAD and plot at appropriate scales on 24" x 36" sheets.
- e. Specifications shall be written in the format of the Caltrans standard specifications.
- f. Schedule of bid items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities. Provisions for alternate items should also be included as needed to keep the project within budget.
- g. A cost estimate in the format of the schedule of bid items shall be provided.
- h. Pavement report to determine pavement thickness, cold planning and other recommended treatments.

Deliverables:

- 35%, 65% and 95% PS&E submittals in both paper and electronic format
- Final bid document - submit original drawings and complete contract book including bid documents, general conditions and special provisions in both paper and electronic format
- Final cost estimate in both paper and electronic format

3. Final Bid Phase and Bid Phase Support

The Consultant may be required to attend the pre-bid meeting and shall respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if needed.

Deliverables

- Prepare contract addenda, if needed, for distribution by City.
- Prepare answers to bidder's questions for distribution by City during bid phase

4. Design Support during Construction

- a. The Consultant may be required to attend the pre-construction conference to respond to questions concerning the plans, specifications, and estimates.
- b. The Consultant shall be available to be called to the site in response to questions arising from the progress of the work.
- c. The Consultant shall respond to Request for Information from the Contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character. The City shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.

EXHIBIT "A"
(PAGE 4 OF 4)
RATE COMPARISON, FEE SCHEDULE AND SCOPE OF SERVICES

- d. The Consultant shall assist the City in preparation of contract change orders, if needed.
- e. The Consultant shall participate in the final walk through of constructed project and the preparation of "punch list" of needed work.

Deliverables:

- Response to Request for Information from contractor
- Modification or revisions that are related to the project original scope and character
- Contract change orders if necessary



January 16, 2014

City of Eastvale
City Clerk's Office, City Hall
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

Subject: Proposal to Provide Professional Engineering Services for Six Street Repair Projects

Anderson Penna Partners, Inc. (APP) appreciates this opportunity to present our highly qualified team with substantial experience in pavement reconstruction design. APP's **Project Manager, Matt Stepien, PE** has more than 30 years of experience with roadway and intersection design throughout Southern California. Matt will be supported by an experienced team of professionals hand selected to provide the City with the expertise required to successfully complete this project:

- **Project Engineer, Joe Buckner, PE, PLS** has more than 25 years of experience that includes roadway and pedestrian improvements for the cities of Anaheim, Buena Park, Irvine, Yorba Linda and Oceanside.
- **Survey Lead, James Garvin, PLS**, (Huitt-Zollars), with 30 years of experience in land surveying, right-of-way engineering and easement document preparation.
- **Geotechnical Engineering, C. Fernando Aragon, MS, PE, GE** (Aragon Geotechnical, Inc.), has been the quality control engineer on over 100 street improvement projects for cold in-place recycled asphalt, cold central plant recycled asphalt, soil stabilization and hot mix asphalt projects.
- **Drainage/WQMP, Jacob Hester, PE** has more than 9 years of experience in public works planning and design.
- **Quality Assurance Manager, Bob Merrell, PE** has 40 years of municipal engineering experience.
- **David Anderson, PE, Principal-in-charge and Constructability Review**, brings 40 years of engineering and construction experience to support the team in the review of plans and specifications that will result in a competitive bid price for the City.

APP is a consulting practice serving local and regional public agencies specializing in project delivery through engineering design, staff augmentation and construction management. We are a California corporation that has been in business since 2005. We currently have more than 50 employees.

We look forward to serving the City of Eastvale on this project. AndersonPenna's comments on the City's contract are included in the Appendix for the City's consideration. Please contact the undersigned during the period of proposal evaluation, if you have any questions or need any additional information, at the address and phone number below. This proposal shall remain valid for 90 days from submittal. The only entities with interest in this proposal are named herein; this proposal is made without collusion with any other entity/person submitting a proposal; is in all respects fair and in good faith without collusion or fraud; and the undersigned has full authority to bind the firm. We look forward to hearing from you and hope you find our enclosed proposal comprehensive and responsive to your RFP.

Sincerely,

AndersonPenna Partners, Inc.

David R. Anderson, PE
Executive Vice President, Engineering Services



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Organization and Credentials

AndersonPenna Partners, Inc.

By design, our staff is comprised of professionals with extensive experience working directly for public agencies. AndersonPenna’s familiarity and know-how, gained working side-by-side with local agency staff, delivers successfully completed projects, well-managed budgets, and thoroughly satisfied clients. We focus on developing collaborative relationships with community and business stakeholders.

The AndersonPenna Partners team is the best qualified to perform the services requested for the following reasons:

- Our Project Manager, Mr. Matt Stepien, has extensive experience with local roadway projects.
- We are able to provide the City with experienced and well-qualified individuals to exceed the goals set for the project.
- We provide highly trained staff at competitive billing rates.
- We offer supporting staff with technical expertise to assist Mr. Stepien in managing this project to accurately and completely reflect the City’s objectives.



Relevant Experience

Whittier Boulevard / Hacienda Road Widening – La Habra, California

Project Value: Construction Cost: \$1,500,000
Status: 75% Design
Client: City of La Habra



Prepared preliminary engineering and plans, specifications and cost estimates for a project to improve Level of Service (LOS) and increase capacity at the Hacienda Road/Whittier Boulevard Intersection. The improvements consist of two additional southbound lanes and a widened right turn lane on Whittier Boulevard east of Hacienda Road. The project required Caltrans District 12 coordination including a Fact Sheet, Caltrans encroachment permit, traffic study, geotechnical and right of way acquisition.

Los Alisos Boulevard Rehabilitation – Mission Viejo, California

Project Value: Construction Cost: \$3,400,000
Status: 75% Design
Client: City of Mission Viejo

Prepared plans, specifications and cost estimates for the rehabilitation of over 4.5 miles of this key arterial in the City of Mission Viejo. The project also entailed coordination and approvals from the City of Lake Forest. The project included pavement rehabilitation, reconstruction of curb ramps per current ADA criteria, sidewalk and curb/gutter reconstruction, and signing and striping.



Kraemer Avenue/La Palma Boulevard Intersection Improvements – Anaheim, CA

Project Value: Construction Cost: \$2,200,000
Status: Constructed
Client: City of Anaheim



Prepared plans, specifications and cost estimates for the widening of this key arterial intersection in the City of Anaheim. The project included the design of a raised, landscaped median, parkway landscaping in both the City area as well as a large slope in Caltrans right-of-way, and significant redesign of private property improvements impacted by the roadway widening.

Alamitos Avenue Rehabilitation – Long Beach, CA

Project Value: Construction Cost: \$1,500,000
Status: 98% Design
Client: City of Long Beach

Provided engineering services for a project consisting of the rehabilitation of approximately one mile of Alamitos Avenue in the City of Long Beach. The project included pavement reconstruction and rehabilitation, reconstruction of curb ramps per current ADA criteria, cross-gutter and curb/gutter reconstruction, and signing and striping. The final pavement solution consisted of an overlay of the existing concrete pavement.

Ocean Alley Improvements - Seal Beach, CA

Project Value: Construction Cost: \$1,400,000
Status: Constructed
Client: City of Seal Beach



Prepared the design of over 0.5 miles of alley improvements in the downtown area of Seal Beach. The project included the design of pavement, sewer and water mains. As a part of the project, APP evaluated various alley sections for the most cost-effective pavement surface. The design also included solving numerous existing drainage problems that existed within the alleys.

Lakewood Boulevard Widening and Reconstruction – Downey, CA

Project Value: Construction Cost: \$5,300,000
Status: Constructed
Client: City of Downey



Prepared preliminary and final plans for over \$5 million in streetscape and engineering improvements for a one mile segment of Lakewood Boulevard. The project included additional through lanes, extensive median and parkway improvements, decorative lighting and street furniture and enhanced colored-concrete intersections and parkway paving. The use of recycled pavement resulted in a construction cost savings for the pavement of over 50%.



Atlantic Avenue Rehabilitation – Long Beach, California

Project Value: Construction Cost: \$3,000,000
Status: Constructed
Client: City of Long Beach



Provided engineering services for a project consisting of the rehabilitation of approximately 2.3 miles of Atlantic Avenue from Bixby Road to South Street in the City of Long Beach. The project included pavement reconstruction and rehabilitation, reconstruction of curb ramps per current ADA criteria, cross-gutter and curb/gutter reconstruction, and signing and striping.

Main Street Improvements – Orange, California

Project Value: Construction Cost: \$3,600,000
Status: Constructed
Client: City of Orange



Completed alignment plans and designing final PS&E for a 1 mile widening of Main Street from Palmyra Avenue to Chapman Avenue. This project included design of roadway, water line, drainage, utility, landscape, and lighting improvements. Project also included traffic control plans, signing and striping plans and traffic signal modification plans.

Firestone Boulevard Rehabilitation - Downey, California

Project Value: Construction Cost: \$4,200,000
Status: 90% complete
Client: City of Downey

Prepared PS&E for the rehabilitation of approximately 1.7 miles of Firestone Boulevard from Old River School Road to Lakewood Boulevard in the City of Downey. The project included pavement reconstruction and rehabilitation, reconstruction of curb ramps per current ADA criteria, and signing and striping.

Carson Street Rehabilitation – Long Beach, California

Project Value: Construction Cost: \$750,000
Status: Constructed
Client: City of Long Beach



Provided engineering services for the rehabilitation of approximately 2,400 feet of Carson Street from Long Beach Boulevard to Atlantic Avenue, in the City of Long Beach. The project included pavement rehabilitation, reconstruction of curb ramps per current ADA criteria, sidewalk and curb/gutter reconstruction, and signing and striping.



Work Plan and Schedule

The City of Eastvale is seeking to repair the streets listed below.

- Chandler Street Reconstruction – Hellman to w/o Hall (1,380 LF)
- Hamner/Milliken Avenue Resurfacing – Canto-Galleano to SR60 (7,400 LF)
- Hamner Avenue Resurfacing – Limonite to s/o 68th St. (4,000 LF)
- River Road Resurfacing – Hellman to Baron (2,200 LF)

These improvements consist of pavement reconstruction or resurfacing; replacement of deteriorated sidewalk, curb and gutter and driveways; improving all curb ramps to be ADA-compliant.

Field and Review Observations

Based on our review of the Request for Proposal, field reviews, discussions amongst Team members and a pavement recycling contractor, the following observations are noted:

Hamner / Milliken (Cantu-Galleano to SR60)

- Two lanes each direction (some segments one lane SB)
- Painted median
- Varying edge conditions (curb & gutter, EP, AC Berm)
- Longitudinal cracking
- Variable crown, primarily in the #1 SB lane
- Some badly deteriorated sections of roadway
- No truncated domes at several intersections (ramps appear adequate)
- Pavement condition varies from fair to poor

Hamner (Limonite to s/o 68th Street)

- Fully improved (curb and gutters, sidewalks, raised and painted medians)
- 2 lanes NB and SB, painted bike lane
- Pavement in fair condition
- Truncated domes on east side of street, not on west side
- Pavement cracking and uplifted sidewalk
- NE corner Hamner / 68th has ponding within the x-gutter / spandrel
- #1 NB has some poor segments of pavement

Chandler (Hellman to Hall)

- One lane EB and WB
- No shoulders or berm
- Painted CL stripe
- Some poor segments of pavement
- Pavement in fair to poor condition
- South side improved (curb, gutter and sidewalk) from Hall west to end of subdivision
- Drainage issue along curb and gutter at its westerly terminus (evidence of drain was noted on adjacent property but system not functioning properly)

River Road (Hellman to Baron)

- One lane EB / WB, painted CL stripe, no berms
- Severe pavement deterioration at intersection with Malcom Miller (entrance to waste treatment plant)

APP Project Approach

Our project approach is based on our understanding of the project from review of the Request for Proposal, our field review of the project site and our extensive previous experience on many capital improvement design projects and similar roadway projects. Based on this understanding, we are providing experienced staff and a



subconsultant who will take ownership of the perspective project elements and who understand their roles and responsibilities. Key elements include:

- Experienced project team to perform the work.
- Committed to monitoring the progress of the project against the defined project milestones.
- Early development of the construction cost estimate and updates throughout the project to compare with the City's construction budget.
- Committed to communicating regularly with the City to keep you informed about project progress and any issues that may arise that were not anticipated.
- Provide for third party QA/AC to allow for a fresh set of eyes on the project.

Key Issues

Following are several key issues for the proposed project:

Project Management

Our project approach and proven work plan is based on a pro-active project management approach. We firmly believe in “**doing it right the first time**”. Consequently, we realize that when pursuing project success it is critical to thoroughly define the project requirements before the work is started. The project requirements must be mutually agreed on between the client and the design team. The requirements must also be clearly communicated and understood at all staff levels.

We do not assume that the City staff has the time necessary to know all of the detailed design specifics. Therefore, we will assume responsibility and take the initiative for extracting this required information from the City. The use of a carefully prepared Project Management Plan will be our key to achieving quality expectations. We find that projects are most successful when we manage the design/documentation process from the early stages of the project, working closely with the City to collaboratively develop the design for the project.

We will meet with the City engineering and maintenance staff as a first step to determine the technical parameters, previous experience with similar projects in the area, and define project goals. We have already identified key project issues as outlined below, that will be the basis for project goals and our Project Management Plan.

Attention to Details

Paying attention to the details - whether it is identifying existing drainage problems or verifying that the curb ramps are ADA-compliant per current standards - is essential to the successful completion of this project. Additionally, we do our best to understand the design issues during the proposal stage so that our proposal is as complete as possible. The experience of the APP Project Team, combined with our proven QA/QC procedures, help to assure the City that the details of the project design are being closely scrutinized and double-checked.



Pavement Recycling Experience

APP Team members have significant experience working with asphalt pavement recycling – APP design staff and our geotechnical subconsultant. As such, we have the opportunity to save a significant amount of money for the reconstruction projects. We have recently completed pavement recycling on several roadways in Southern California and believe we have the opportunity to save over 50% on the pavement costs for the reconstruction projects compared to traditional full-depth reconstruction.



Realistic Construction Costs

One of the elements of the design of a project that APP pays special attention to is the preparation of realistic construction estimates. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with APP's construction personnel and contractors. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made.



The Right Project Manager

A project cannot be successful without effective project staff. APP was founded on the philosophy of providing hands-on, experienced, proactive project management and project engineering on all projects. This project will be no exception. Our proposed Project Manager has 30+ years of design and project management experience working on **municipal roadway design projects**. He will not only be involved with project management and oversight, but will also be involved in day-to-day design.

Constructability

"Successfully constructed without construction-related problems". Those are the words that our Project Team loves to hear and has become accustomed to hear consistently. Problems during construction can negatively affect everyone associated with a project. By utilizing our construction personnel during design, paying attention to the details and by carefully reviewing our quantities and bid items, we can hear those words on this project. In particular, we will have to make sure that our payment clauses are well written and inclusive.

Understanding the Design Issues

As mentioned above, the APP Team takes pride in closely looking at the design issues during the proposal stage of the project. This allows us to minimize or avoid surprises during the design stage. For each project, we have performed the following, which are discussed in more detail later in our proposal:

- Had a geotechnical engineer review the existing pavement conditions.
- Conducted a field review with 2 senior APP engineers.
- Discussed amongst the Project Team the various options and constraints associated with overlay and total reconstruction.
- Had a pavement recycling contractor conduct a separate field review of Chandler and River Road.
- Identified several drainage issues.





Scope of Work

TASK 1 - PRELIMINARY DESIGN

A. Meetings and Coordination

Kickoff Meeting. APP will set up and attend an initial/kickoff meeting with the City to introduce project team members, formalize project communication, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the City that are relevant to the Project. Documentation from the City is expected to primarily include plans.

Additional Meetings. For purposes of this proposal, we anticipate a maximum of 2 additional meetings.

Ongoing Communication. APP's Project Manager will communicate regularly with the City's Project Manager regarding progress, potential issues and schedule. In addition, APP will prepare and submit monthly progress reports to the City.

B. Data Collection and Field Reviews

The APP team will collect record information, including:

- As-built drawings
- Right-of-way documents
- Centerline intersection ties
- Utility record drawings
- Drainage studies

The Project Team will review the project in the field and take photographs of potential problem areas or items that need special attention, focusing on drainage issues and damaged concrete improvements. The photographs will be filed in photo albums with a written description of each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings. ADA-compliance issues will be addressed for this project for curb ramps and for proposed sidewalk.

C. Utility Investigation and Coordination

Utility coordination will be ongoing throughout the duration of this project and will consist of the following tasks:

- Cross-check plotted locations from information received above with field review information to insure that existing lines are shown in the proper location.
- Identify utility conflicts, relocations and improvements.

D. Survey

Centerline Recovery (Chandler and River Road only)

Huitt-Zollars will locate centerline monumentation in the project area utilizing GPS Static Survey methods, and will calculate the centerline alignments of the corresponding project street, the Basis of Bearings of which will be California State Plane Coordinates. The vertical datum will be based on the City of Eastvale Vertical Control Network or the County of Riverside Vertical Control Network, NAVD88 datum for vertical control.

Design Survey (Chandler and River Road only)

Provide cross-sections, at 50-foot intervals, for that portion of Chandler Street from the intersection with Hellman Avenue easterly to 540'± west of Hall Avenue (± 1,450 L.F.) and for that portion of River Road from the intersection with Hellman Avenue easterly to the intersection with Hall Road (± 2,000 L.F.). For the westerly portion (± 1,500 L.F.), provide location of the edge of pavement only. For the easterly portion (± 700 L.F.), the cross-sections will extend from right-of-way line to right-of-way line.



We are proposing to utilize the existing ESRI mapping for our base mapping of the outside curbs, raised medians and driveways for the Hamner and Milliken Projects. We have successfully utilized this approach for recent arterial roadway projects in Lake Forest and Mission Viejo that total over 8 miles in length. This approach will significantly reduce the amount of ground survey required.

E. Geotechnical

Aragon Geotechnical will obtain thirty-two 8-inch diameter cores as follows: Chandler (3), River Road (5), Milliken (4), Hamner (20). From these core sights, soil subgrades will also be tested for R-value and moisture content. Traffic control will be provided, including temporary lane closures. No permit fees are assumed and no samples will be collected within Caltrans right-of-way. A visual field survey will also be conducted to identify and total reconstruction areas or areas that require additional deficiencies beyond the standard overlay thicknesses.

A final report will be developed for each roadway summarizing the procedures followed and providing recommendations. Recommendations will include new structural sections where appropriate, including a FDR section, based on the T.I. supplied by the City. We believe that the opportunity exists to save up to 50% on Chandler pavement reconstruction by using an FDR section (pavement recycling).

F. 35% Plans

The APP team will prepare 35% plans and cost estimate for City review. Profiles will not be provided for the 35% plans. The plans will consist of the sheets as described below.

TASK 2 - FINAL DESIGN

A. 65% and 95% Plans

TITLE SHEET

The Title Sheet will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols. Additional information will include a construction note index, list of utility companies with contact name and telephone number.

TYPICAL CROSS SECTIONS

Typical cross sections will show right-of-way lines, dimensions between curbs, existing pavement surface and curb/gutter, existing roadbed, proposed improvements and cross-fall slope. Construction notes related to proposed improvements will be included on this sheet.

ROADWAY PLANS

Roadway plan and profile sheets will be prepared at 1"=40' horizontal scale. Profiles will only be provided for the Chandler Street and River Road projects, with a 1"= 4' vertical scale. The plans will depict all proposed surface roadway rehabilitation/reconstruction, including the necessary removal/replacement of existing damaged curb, gutter, sidewalk and cross-gutters. Replacement of all non-ADA compliant curb ramps will also be depicted on these drawings.

Based on the roadway reconstruction in conjunction with the cross-section data, the proposed roadway cross-fall will be evaluated to verify that they are within an acceptable range. Roadway cross sections at 50-foot intervals will be prepared only for the Chandler Street and River Road projects but will not be included as a formal part of the project plan set.



Although this is a roadway repair project, several drainage problems were noted that will be addressed with the roadway improvements. The specific problems noted are explained in the table below. However, we are not including any effort related to the longitudinal roadway ditches along River Road and Chandler Street.



Most of the existing ramps preliminarily appear to be ADA-compliant per current ADA standards. The deficiencies are primarily due to lack of truncated domes. In conjunction with APP's field reviews, all ramps will be thoroughly examined and measured and replacement ramps will be designed as necessary.

A summary of our preliminary proposed approach for each project is provided below. The approach will be refined during the actual design of the projects.

Chandler Street

We propose to prepare plan and profile drawings for this roadway with ground survey and cross-sections. We are assuming that an appropriate T.I. will be provided by the City to be used for pavement design. We preliminarily propose to reconstruct the 2 lanes of roadway with full depth reclamation – pulverize the existing pavement, base and soil and mix with cement, followed by an A.C. overlay. This should reduce the paving costs by at least 50% compared to traditional AC/AB. Additionally, we will look for a solution to drain the western end of the existing southerly curb (at the east end of the road reconstruction) where ponding water exists.

River Road

Some portions of the roadway in the vicinity of the waste treatment facility will have to be reconstructed – the pavement is in terrible condition. For that reason, we are also proposing to prepare plan and profile drawings with ground survey and cross-sections. We are assuming that an appropriate T.I. will be provided by the City to be used for pavement design. No drainage effort is included for this roadway.

Hamner Avenue/Milliken Avenue

As detailed in the survey scope of work, we are not proposing only limited ground survey for this roadway. We are proposing to utilize the existing ESRI mapping for our base mapping of the outside curbs and driveways. We have successfully utilized this approach for recent arterial roadway projects in Lake Forest and Mission Viejo that total over 8 miles in length. This approach will significantly reduce the amount of ground survey required. A sample plan from APP's Mission Viejo Project is included in the Appendix. Ground survey will be used at several locations where ponded water was noted during our field reviews at several cross-gutters. We have assumed that the Milliken Project will only extend slightly north of the SR60 eastbound ramps.



SIGNING AND STRIPING PLANS

Signing and Striping plans will be prepared at 1"=40' and include proposed signage, striping, curb markings, and existing striping to remain or to be removed. In addition, existing signage, parking restrictions, access ramps, curb markings, and other pertinent features will be shown on the plans.

B. Quantity Calculations and Cost Estimate

APP will prepare preliminary quantities and cost estimates with the 65% and 95% submittal. Unit prices will be based on current cost estimates comprised of contractor bid results and discussion with APP construction personnel. The City's construction budget will be used as a guide to design a project within these budgetary limitations. APP will also provide the City with an electronic version of our cost estimate spreadsheet, which can be utilized by the City to prepare a bid summary after the Contractor's bids are received.

C. Project Specifications

APP will use the City's boilerplate specifications and the technical specifications will be prepared based on the City's format, including the project bid schedule.



D. 100% PS&E Submittal

The APP Team will submit the final PS&E (100% completion level) and Bid Documents consisting of a complete, unbound set of plans, printed on 24"x36" black-lined bond; complete, unbound set of project specifications with appendices and standard plans, printed single-sided on white letter-size paper; and project quantities, cost estimate, printed single-sided on white letter-size paper.

Upon City approval of the 100% plans/profile submittal, the APP Team will submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on mylar, an unbound set of stamped/signed specifications/special provisions and quantities/cost estimate. We will also submit an electronic copy of all final AutoCAD drawings, specifications/special provisions and quantities/cost estimate on a CD-ROM.

The anticipated plan set will consist of the following sheets:

Description	Chandler (# shts)	Milliken (# shts)	Hamner Riv-Sam (# shts)	Hamner Sam-CG (# shts)	Hamner Lim-68 th (# shts)	River Rd. (# shts)
Title Sheet	1	1	1	1	1	1
Typical Sections/Details	1	1	1	1	1	1
Roadway Plan (40-scale)		1	1	2	2	
Roadway P&P (40-scale)	2					3
Cross Sections	2					3
Signing & Striping	1	1	1	2	2	1
Total Sheets	7	4	4	6	6	9

E. Encroachment Permits & WQMP

For the Hamner and Milliken Projects, APP will obtain encroachment permits from the City of Ontario. For the Chandler and River Road Projects, APP will obtain encroachment permits from the City of Chino. For the Milliken Project, APP will obtain an encroachment permit from Caltrans. We have assumed that since this is a maintenance project, additional studies (environmental, Fact Sheet, etc.) will not be required and are therefore not included in our scope of work.

Mr. Raphael Martinez (APP's Traffic Engineer) has extensive experience dealing with all of these agencies through his many years of serving as the City of Corona's Traffic Engineer.

Based on a thorough review of the proposed project sites, it is evident that construction activities will not add or significantly redevelop more than 5,000 square feet of total impervious area. The Santa Ana Regional Water Quality Control Board states that Public Projects adding less than 5,000 square feet of impervious area are designated as a non-priority project. As such, a non-priority project WQMP will be prepared for the project that discusses the general nature of the construction activities that will be performed, provide a brief description of the any added or removed impervious areas, and the post construction period Best Management Practices (BMPs) that the City and other partnering agencies have in place that will be implemented upon completing the project (i.e. street sweeping and other dry weather BMPs). The report will be submitted to the City and will be made available to Riverside County, the Santa Ana Regional Water Quality Control Board, and any other stakeholders that may request a copy.

F. QA / QC

Quality Control will be an ongoing task throughout the duration of the project. In addition to the Quality Control by the Project Manager, a Quality Control engineer that is not involved in the project will review the plans. The QC engineer will do a technical evaluation of the plans, cost estimate and the project specifications. The review comments are transmitted to the Project Manager during a subsequent meeting. More specifics are provided in the QA/QC write-up at the end of this section.



TASK 3 – BID AND CONSTRUCTION SUPPORT SERVICES

Bid and construction support services will consist of the following:

- Attend pre-bid meeting.
- Respond to questions prior to bid opening.
- Attend pre-construction meeting and be available to respond to questions.
- Prepare contract change orders.
- Participate in final walk-through and prepare “punch-list of needed work.

Quality Assurance and Quality Control Process/Procedures

Quality Assurance/Quality Control is a key component to any project, and a critical component for this project that encompasses numerous property owners, temporary encroachment permits and design elements. Quality Control will be an ongoing task throughout the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the Project Manager to sign that the task has been completed and reviewed. David Anderson, PE, Principal is responsible for overall Quality Assurance, and will ensure that all checklist items are addressed by the Project Manager.

Submittals: For each of the milestone submittals, the Project Manager will be responsible to ensure that the submittal meets the scope requirements. In addition to plan and specification review, the Project Manager will compare the cost estimate to the project construction budget and review the results of the comparison with the Project Engineer and, to the extent possible, develop a plan to keep the project within budget.

Schedule: The Project Engineer will prepare and maintain a Microsoft Project schedule that focuses on delivering the project. The Schedule, Task Lists and Progress Reports will be used to list each task in the project to enable our Project Manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that have changed, and schedule updates.

Workshops: The Project Manager and Project Engineer will conduct a formal technical evaluation of the plans, cost estimate and the project specifications through a review committee workshop. The purpose will be to identify issues and resolve interdisciplinary conflicts, identify any constructability issues, and identify elements that could result in obtaining better bids. The results of this workshop will be documented by the Project Manager, and recommended changes will be tracked through comment logs and checklists. The workshop will include at least two registered engineers that are not involved in the project.

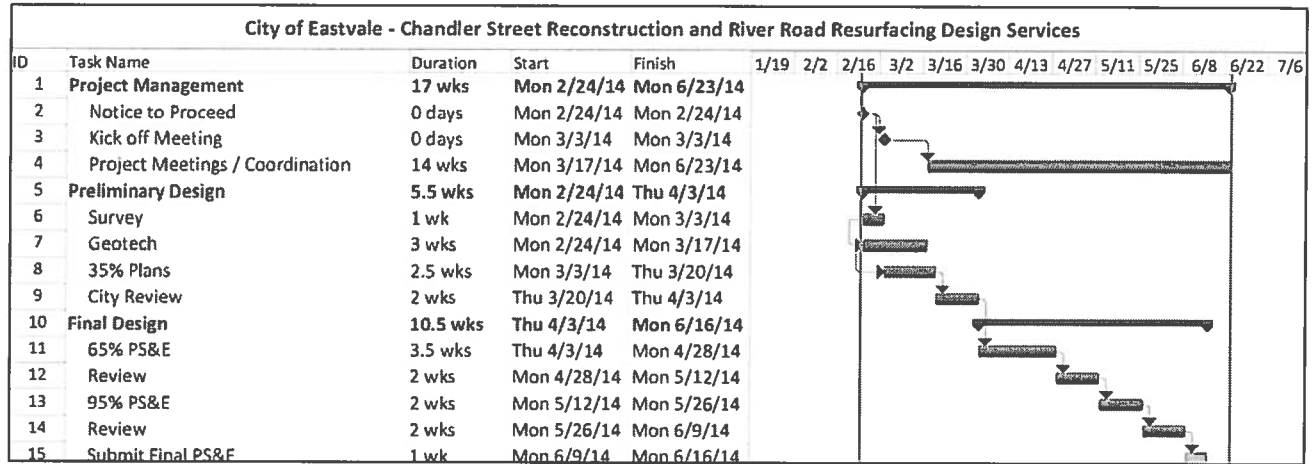
AndersonPenna Strategic Approach to a Quality Product:

- **Understand the Project:** Quality control starts at the beginning of the project through planning and controls. At the forefront of the project, our Project Manager will discuss the proposed scope of work, projected schedule, and estimated costs in detail with the City to ensure that the project scope and goals are fully understood from the onset.
- **The Right People for the Project:** Our Project Team has extensive, relevant experience in completing pedestrian-related design projects in Los Angeles and Orange County and with the City. The team that has been formed will hit the ground running, delivering on schedule and within budget.
- **Communication:** Project Manager Matt Stepien, PE has an excellent track record communicating with clients, subconsultants, staff, and stakeholder. Frequent communication and tracking of project progress is integral to his approach to every project.
- **Familiar Subconsultants:** The subconsultants for this team have been selected because of their expertise, their prior performance, and we have successfully completed other projects together.
- **Schedule Control:** APP employs project management tools that forecast staff requirements and labor allocations three month in advance.

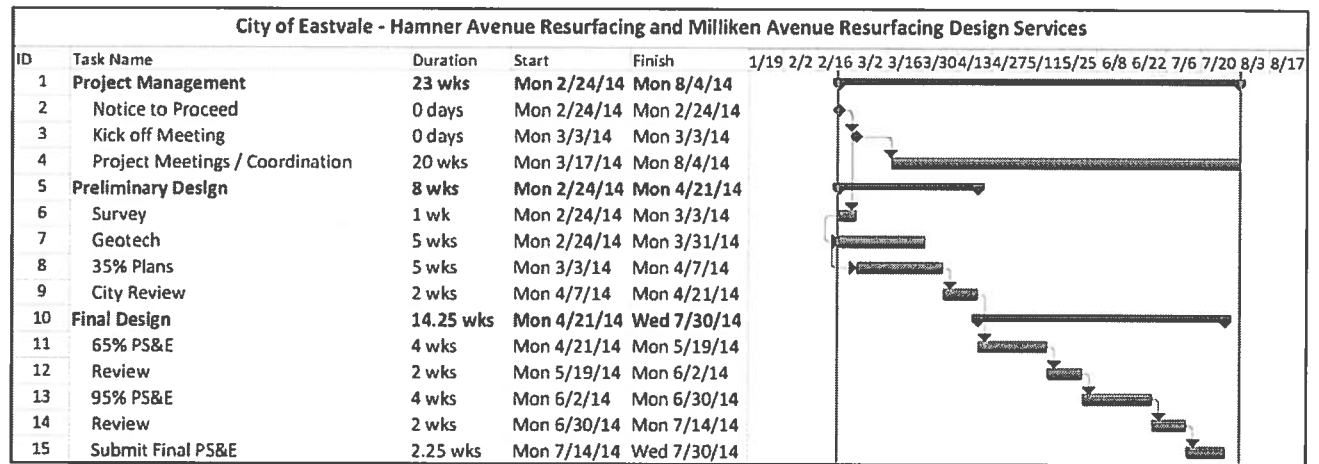


Project Schedule

The Chandler Street and River Road design are proposed to be prepared on the same schedule:



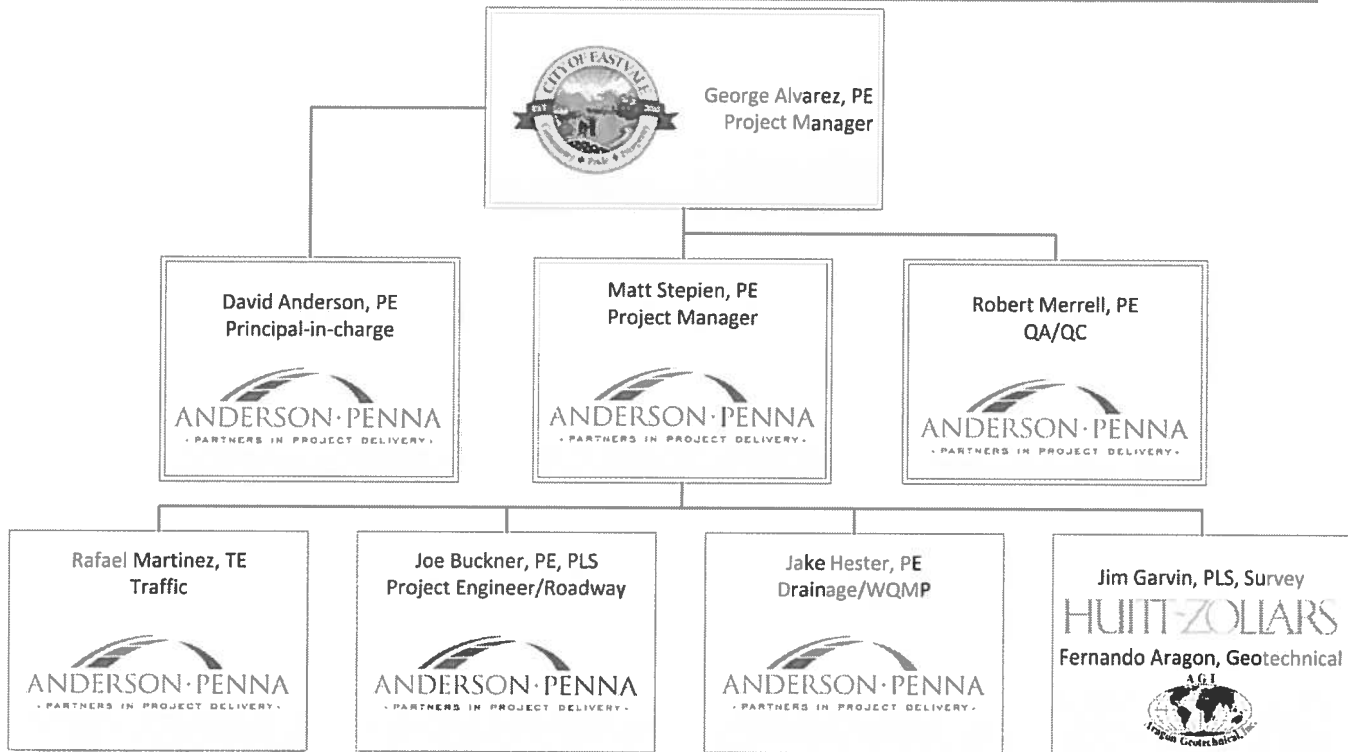
The Hamner Avenue and Milliken Avenue resurfacing projects are proposed to be prepared on the same schedule as follows:





Staffing

The personnel listed have current relevant experience with similar roadway projects in Southern California, and extensive working relationships with each other.



The City's primary point of contact and the APP Team **Project Manager** is **Matt Stepien, PE**. Matt has substantial experience with Caltrans and Orange County municipalities. Mr. Stepien has over 30 years' experience working on roadway and pedestrian projects throughout Southern California, serving as Project Manager for numerous significant intersection widening projects over the last 10 years that all have one thing in common – **they were successfully constructed without construction-related problems.**

Demonstrated Record of Success

Project Name/ Client Name	Description	Construction Cost	Construction Summary
La Palma/Kraemer Intersection City of Anaheim	Road Improvements	\$ 2.2 M	Constructed successfully without problems
Lincoln/State College Intersection City of Anaheim	Road Improvements	\$ 1.8 M	Constructed successfully without problems
Lakewood Blvd. Improvements City of Downey	Road Improvements	\$ 20 M	Constructed successfully without problems
Atlantic/PCH Intersection City of Long Beach	Road Improvements	\$ 0.9 M	Constructed successfully without problems
Main St. Widening Improvements City of Orange	Road Improvements	\$ 3.6 M	Constructed successfully without problems
Broadway Roadway Improvements City of Laguna Beach	Road Improvements	\$ 0.5 M	Design complete
Workman Mill Road Improvements Unincorporated L.A. County	Road Improvements	\$ 19 M	Constructed successfully without problems
Lakewood/Firestone Intersection City of Downey	Road Improvements	\$ 0.7 M	Constructed successfully without problems



Resumes

The following abbreviated resumes demonstrate the experience of our team. Full resumes are in the Appendix.

Matt Stepien, PE – Project Manager

Education: BS/1979/Civil Engineering/California Polytechnic University, Pomona
Registration: 1982/ PE/ CA #35500

Mr. Stepien has 30 years of civil engineering experience with an emphasis on the design and management of municipal roadway and infrastructure improvement projects. He has been responsible for the preliminary and final design of numerous roadway and utility projects. Mr. Stepien has previously managed all of the subconsultants on the proposed Project Team.

- Project Manager responsible for the preparation of over 8 miles of roadway projects in the City of Downey during the last 5 years.
- Project Manager responsible for over 9 miles of arterial roadway rehabilitation in the City of Long Beach since 2009.
- Project Manager responsible for various roadway projects in the City of Anaheim during the last 5 years. Projects included the design of over \$15 million of roadway improvements.
- Project Manager responsible for the preparation of construction documents for roadway improvements for the Whittier/Beach and Whittier/Hacienda intersections in the City of La Habra.

Joe Buckner P.E. – Roadway

Education: B.S., 1986, Civil Engineering, California State University, Fullerton
Registrations: Civil Engineer, CA/45531/1989 and Professional Land Surveyor/CA/#7206/ 1995

Mr. Buckner has more than 27 years of experience in planning and design of local streets and arterial streets, including the discipline areas of right-of-way engineering, grading, sewer, water and storm drains.

- **11th Street Rehabilitation, City of Buena Park.** Responsible for the management and preparation of rehabilitation plans and traffic control plans. The plans included roadway rehabilitation, traffic control and curb ramp details for ADA compliance. Coordination with the City and Caltrans was involved.
- **Paseo de las Palomas and Buena Vista Street Rehabilitation, City of Yorba Linda.** Responsible for the management and preparation of rehabilitation plans and striping plans. The plans included typical sections, roadway rehabilitation, striping and curb ramp details for ADA compliance.
- **Lincoln Avenue Street Rehabilitation, City of Orange.** Responsible for the management and preparation of rehabilitation plans and striping plans. The plans included roadway rehabilitation, striping and curb ramp details for ADA compliance. Coordination with the City, County, and Metrolink was involved.

Raphael Martinez T.E. – Traffic

Education: 1998/BS/Civil Engineering, California State Polytechnic University, Pomona
Registrations: 2010/TE/CA #2549

Mr. Rafael Martinez T.E. has 15 years of hands on experience in the field of Traffic Engineering. Mr. Martinez has been project/design engineer for traffic signals, traffic signal communication systems, lighting, stage construction/traffic handling and bike lane improvement projects.

- **Sixth Street Pavement and Roadway Rehabilitation Project Phase I and Phase II, Corona, CA:** Traffic Engineer responsible for design, estimation, specifications, public outreach coordination, inspection and project oversight of a four-mile pavement rehabilitation project for a major arterial with 22,000 ADT.
- **Main Street Storm Drain and Roadway Rehabilitation Project, Corona, CA:** Traffic Engineer responsible for the design and specifications of a one mile storm drain and pavement project. Responsible for traffic control, prepared plans and specifications, construction staging, temporary and permanent striping, and use of temporary video detection systems.
- **Alamitos Avenue Rehabilitation Improvements, City of Long Beach.** Traffic Engineer responsible for the preparation of signing, striping, and traffic signal improvements for a one mile segment of Alamitos Avenue.



Subconsultants



Huitt-Zollars, Inc. has a staff of 450 professional, technical, and support personnel, with diversified skills, capable of handling highly complex multidiscipline assignments. The firm is

consistently ranked among the nation's top design firms by *Engineering News-Record*. Huitt-Zollars experience includes projects with Los Angeles and Orange County public agencies related to boundaries, easements, aerial topographic surveys, detailed design field topographic surveys, legal descriptions for bond areas, legal descriptions for utilities and underground utility investigation, and the preparation of Pre construction / Post construction / monument perpetuation Record of Surveys.

James Garvin, PLS (Huitt-Zollars, Inc.) Survey

Professional Registrations

Professional Land Surveyor
CA#6343

James Garvin has 30 years of experience in the preparation, processing and management of a wide range of mapping projects, including Topographic Surveys, Right-of-Way Engineering, Consultant Map Checking Services, Subdivision maps such as Tract Maps, Parcel Maps, and Condominium Plans, Boundary Analysis and Record of Survey preparation, the preparation of legal descriptions, Construction Staking and ALTA/ACSM Land Title Survey maps.

Mr. Garvin has worked with Matt Stepien by supplying surveying and legal description services for the following projects during the last three years:

- Firestone Boulevard Rehabilitation, City of Downey
- Whittier/Hacienda Intersection Improvements, City of La Habra
- Imperial/Bellflower Intersection Improvements, City of Downey
- Alamitos Avenue Rehabilitation Project, City of Long Beach
- Santa Fe Avenue Rehabilitation Project, City of Long Beach
- Workman Mill Road Improvements in the City of Industry



Aragón Geotechnical, Inc. (AGI) was founded in 1979 and provides services to public and private clients in the fields of geotechnical engineering, engineering geology, hydrogeology, earthquake engineering, environmental assessment and remediation, pavement design and testing, concrete and steel inspections and testing, non-destructive testing and specialized inspection. Personnel for this project will be from our firm headquarters at 16801 Van Buren Blvd. Building B, Riverside California, 92504.

C. Fernando Aragón, MS, PE, GE (AGI) Geotechnical Engineering

Education

BS Civil Engineering/Loyola Marymount University

MS, Civil Engineering with emphasis in Geo-Engineering/University of California, Berkeley

Professional Registrations

PE/Civil Engineer/CA #72277
Registered Geotechnical Engineer,
CA # 2994

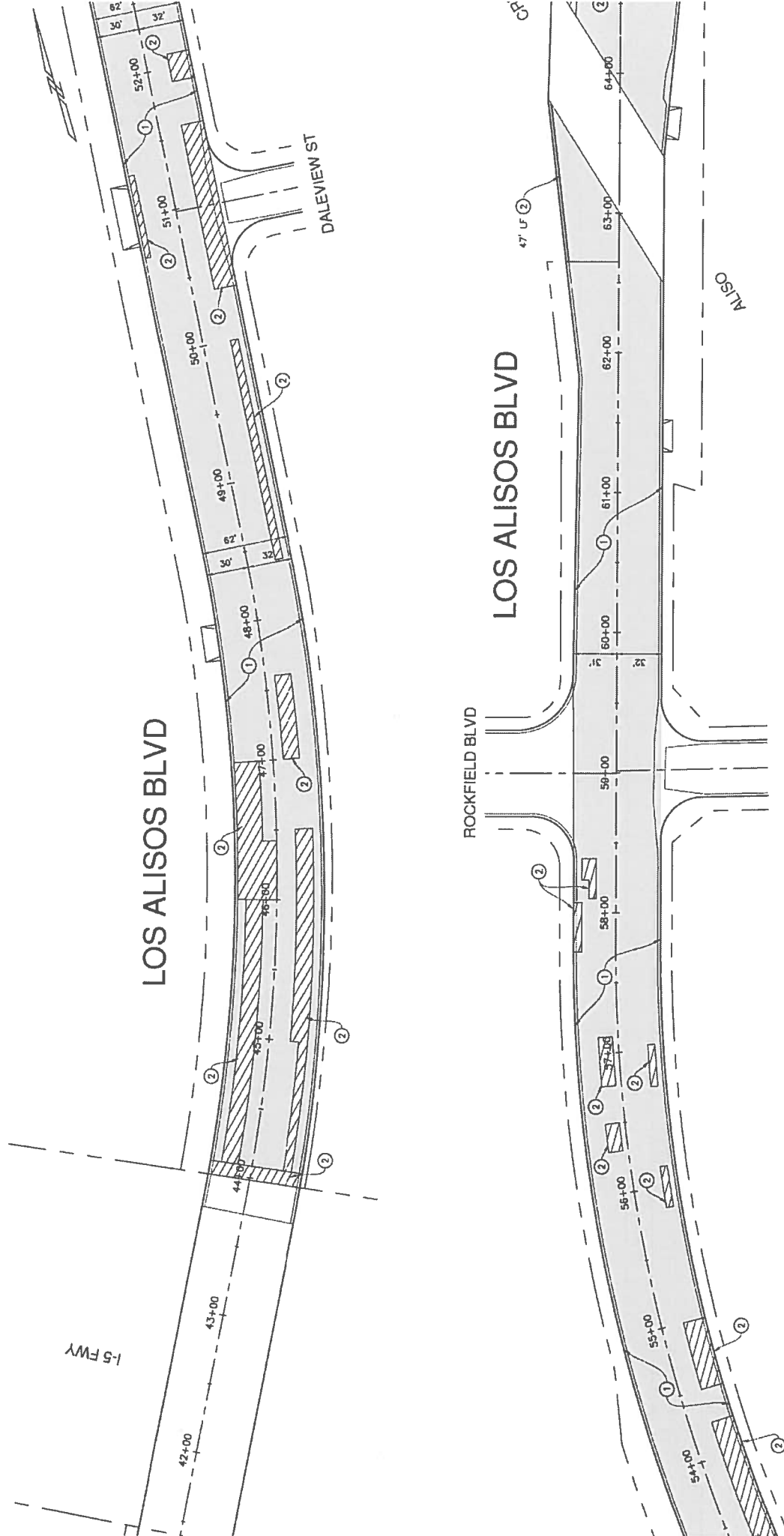
Mr. Aragon has extensive experience in the field of pavement engineering, including experience with distressed pavement evaluations, pavement structural section design, hot asphalt concrete mix designs, cold recycled asphalt mix designs, quality control and quality assurance testing for hot asphalt concrete and cold recycled asphalt, and plan preparation and specifications for rehabilitation projects, including replacement of facilities and recycling of existing materials.

Mr. Aragón has been the quality control engineer on over 100 street improvement projects for cold in-place recycled asphalt, cold central plant recycled asphalt, soil stabilization and hot mix asphalt projects. As quality control engineer, reviewed submittals, presented as a Just-In-Time training Instructor, reviewed field and laboratory testing data and provided recommendations for on-site challenges during construction.



Appendix

- **Sample Plan**
- **Pavement Recycling Information**
- **Roadway Design Checklist**
- **Attachment “A-1” Consultant Rate Comparison Form**
- **Attachment “B” Certification of Non-Discrimination**
- **Contract Comments**
- **Project Team Resumes**



CONSTRUCTION NOTES

- 1 COLD-PLANE AC PAVEMENT TO 1.5 INCH DEPTH CRACK SEAL PER CITY STANDARD SPECIFICATIONS TO THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- 2 COLD-PLANE AND REPLACE UPPER 6 INCHES AC PAVEMENT. CITY INSPECTOR TO MARK LIMITS.
- 3 OVERLAY WITH EDGE GRIND.
- 4 REMOVE AND REPLACE CONCRETE SIDEWALK PER CITY STD. PLAN NO. 321, LOCATION PER PLAN, CITY INSPECTOR TO MARK LIMITS.
- 5 ADJUST MANHOLE FRAME AND COVER TO GRADE.
- 6 ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.
- 7 ADJUST TO GRADE BY OTHERS.
- 8 PROTECT EXISTING SURVEY WELL MONUMENT INSIDE WELL ADJUST FRAME AND COVER TO GRADE.
- 9 ADJUST TO GRADE.
- 10 SAWCUT REMOVE AND REPLACE CURB AND GUTTER AND CONSTRUCT 12-INCH THICK AS SLOT PER DETAIL ON SHEET 2.
- 11 PROTECT IN PLACE.
- 12 REMOVE AND REPLACE EXISTING ACCESS RAMP PER CITY STD. PLAN NO. 322.

ON LEGEND



PAVEMENT RECYCLING

Providing pavement reconstruction recommendations on local roadways is always challenging because it often entails a compromise involving construction budgets, amount of disruption to the travelling public and vertical constraints imposed by edge conditions – in this case the ditches on the side of the roads (Chandler and River Road). APP's approach is to work closely with City staff and analyze various alternatives and determine what the best strategy is on a case-by-case basis. Additionally, we are big proponents of pavement recycling – when it makes economic sense. **We preliminarily believe that full depth reclamation (FDR) is a viable option for Chandler Street.**

On several of our most-recent projects in Downey, Lakewood Boulevard Reconstruction, we were able to save 50% on the paving costs by using full-depth reclamation (FDR). In addition to the construction cost savings, we were able to reduce the paving schedule by approximately 1/3. For Chandler Street, we anticipate being able to complete the entire paving operation in less than 1 week and allow traffic to drive on the FDR portion of the roadway (prior to the final A.C. cap), at the end of the first day of work.

A photo of the Downey project during construction is provided below.



STREET DESIGN CHECKLIST

Date Completed	Initials	Description
_____	_____	1. Research and Data Gathering <ul style="list-style-type: none"> a. Meet with client to review project b. Obtain as-built plans, maps, utility records, etc. c. Preliminary job-walk, photos, etc. d. Determine review process, including outside agencies e. Meet with outside agencies f. Research in-house files and mapping logs to obtain pertinent information from previous projects.
_____	_____	2. Conduct preliminary in-house design team meeting <ul style="list-style-type: none"> a. Review project assignment b. Clarify responsibilities c. Identify potential problems d. Develop project approach
_____	_____	3. Develop preliminary list of plans to be prepared
_____	_____	4. Review design checklists for types of plans to be prepared (street, storm drain, structural, etc.)
_____	_____	5. Refine project schedule from proposal
_____	_____	6. Submit first utility notice
_____	_____	7. Identify design constraints
_____	_____	8. Request outside services: <ul style="list-style-type: none"> • Geotech • Structural • Landscaping • Environmental • Survey • Other (specify)
_____	_____	9. List design assumptions
_____	_____	10. Prepare preliminary design (±30%) <ul style="list-style-type: none"> a. Alignment study b. Preliminary layouts c. Preliminary cost estimate (compare with budget) d. Alternatives analysis
_____	_____	11. QA/QC REVIEW
_____	_____	12. Revise per QA/QC Comments
_____	_____	13. Submit to client



City of Eastvale
Professional Engineering Services for Six Street Repair Projects

- | | | | |
|-------|-------|------------|------------------------------------------------------------------|
| _____ | _____ | 14. | Develop design parameters |
| | | | a. Stationing |
| | | | b. Cross sections |
| | | | c. Drawing scales |
| | | | d. Calculations |
| | | | e. Min longitudinal slopes |
| | | | f. Min and max cross-slopes |
| | | | g. Standard plans |
| | | | h. Specs |
| _____ | _____ | 15. | Prepare $\pm 90\%$ plans and cost estimate |
| _____ | _____ | 16. | Review with designer to identify: |
| | | | a. Intent |
| | | | b. Format |
| | | | c. Items to be added later (notes, details, etc.) |
| | | | d. Intermediate deadlines for present assignment |
| _____ | _____ | 17. | Establish submittal and internal deadlines |
| _____ | _____ | 18. | Review completed plans and calculations |
| _____ | _____ | 19. | Obtain plans prepared by consultants |
| _____ | _____ | 20. | Develop list bid items and prepare quantity estimates |
| _____ | _____ | 21. | Prepare specifications (see flowchart for specifications) |
| _____ | _____ | 22. | Prepare cost estimate |
| _____ | _____ | 23. | QA/QC REVIEW |
| _____ | _____ | 24. | Revise per QA/QC comments |
| _____ | _____ | 25. | Make revisions; evaluate impacts of revisions on rest of project |
| _____ | _____ | 26. | Submit plans to client and outside agencies for review |
| _____ | _____ | 27. | Submit plans to utility owners for review |
| _____ | _____ | 28. | Make revisions following reviews |
| _____ | _____ | 29. | Submit final plans to client and agencies for approvals |



ATTACHMENT "A-1"

CIVIL ENGINEERING CONTRACT CONSULTANT RATE COMPARISON FORM

Consultant shall provide hourly rates for the below mentioned services and add any services that will be working on this project not mentioned below.

This form will be used for fee comparison purposes only.

Description of Consultant Test or Services	Hourly Rate
Principal Engineer	\$ <u>180.00</u>
Senior Engineer	\$ <u>130.00</u>
Registered Traffic Engineer	\$ <u>120.00</u>
Project Manager	\$ <u>160.00</u>
Assistant Level Design Engineer	\$ <u>120.00</u>
Traffic Technician	\$ <u>120.00</u>
AutoCAD Designer	\$ <u>80.00</u>
Administrative Assistant	\$ <u>50.00</u>
Registered Land Surveyor	\$ _____
Others _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____



ATTACHMENT "B"

Certification of Non-Discrimination by Consultants

CERTIFICATION OF NON-DISCRIMINATION BY CONSULTANTS

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

WE AGREE SPECIFICALLY:

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

FIRM AndersonPenna Partners, Inc.

TITLE OF PERSON

SIGNING

Executive Vice President

SIGNATURE

DATE

January 16, 2014

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



Contract Comments

From page 21:

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original studies, assessments, reports, data, plans, specifications, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents.

; provided, however, that APP shall have the unrestricted right to their use.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

From page 24:

SECTION 14. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) ~~The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.~~

In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of APP and Owner, they shall be borne by each party in proportion to its own negligence.

SECTION 15. INSURANCE.



Matt Stepien, PE Project Manager

Mr. Stepien is a Registered Civil Engineer with over 30 years of experience in municipal civil engineering. He specializes in the design and management of roadway and drainage projects and public works infrastructure.

Relevant Project Experience:

Santa Fe Avenue Rehabilitation Project, Long Beach, CA. Project Manager for the Santa Fe Improvement Project for the City of Long Beach. Project involved preparation of 0.9 miles of roadway and traffic plans.

Carson Street Improvements – City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway and parkway improvements for Carson Street from Long Beach Boulevard to Atlantic Avenue. Project included ADA and parkway improvements.

Atlantic/PCH Intersection Improvements, City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway, utility and parking lot improvements at this key arterial intersection, including the design of a parking lot lighting, drainage improvements, and fencing.

Atlantic Avenue Rehabilitation, City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway improvements for Atlantic Avenue from Roosevelt Road to 52nd Street. Project included ADA and concrete roadway improvements.

Spring Street Rehabilitation, City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway improvements for Spring Street from Clark Avenue to the easterly City limits. Project included ADA improvements.

Wardlow Road Rehabilitation, City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway improvements for Wardlow Road from Clark Avenue to Palo Verde Avenue. Final plans minimized roadway reconstruction and solved ponding water issues in the through lanes.

Lakewood Boulevard Improvements, City of Downey, CA. Project Manager for the design of streetscape and roadway widening improvements for a four mile segment of Lakewood Boulevard. The project included extensive median and parkway landscaping, decorative concrete intersections, scored sidewalk, pedestrian lighting, and street furniture.

Maryland Avenue Improvements, City of Glendale, CA. Project Manager for the roadway reconstruction of Maryland Avenue in the downtown area of the City of Glendale. Improvements consisted of storm drain, traffic, concrete pavement, landscape, and streetscape elements.

Anaheim Resort Improvement Project, City of Anaheim, CA. Project Manager for the \$5 million final design of roadway, storm drain, sewer, and streetscape improvements, including decorative changeable message signs, median and parkway landscaping, decorative street lighting, and decorative scored sidewalk.

La Veta Avenue Widening, City of Orange, CA. Project Manager for the widening of 1.3 miles of arterial highway in the City of Orange. The project was complicated by the extent of commercial development adjacent to the existing roadways. The project included traffic calming, median and parkway landscaping, parking lot modifications, and extensive reconstruction of private property improvements.

Education

BS/1979/Civil Engineering/
California Polytechnic University,
Pomona

Professional Registrations

1982/ PE/ CA #35500

Experience

Entered the profession in 1980



Imperial Highway Median Improvements, City of Downey, CA. Project Manager for the design of median and parkway improvements for a 1.5 mile segment of Imperial Highway. The improvements included extensive landscaping.

Pier Avenue Streetscape Improvements, City of Hermosa Beach, CA. Project Engineer for the design of construction documents for major streetscape improvements on Pier Avenue. The improvements included kiosks, enhanced colored-concrete pavement, decorative lighting, and significant landscaping.

Cypress Street Et Al. Rehabilitation, County of Los Angeles, CA. Project Manager for the design of eleven roadways in the unincorporated area of Los Angeles County. The project involved the preparation of plans, specifications and estimates for 5 miles of roadway including detailed joins at the County boundary lines.

Palmdale Street Rehabilitation Project, City of Palmdale, CA. Project Manager for the preparation of roadway and traffic improvements for the rehabilitation and reconstruction of over 6 miles of arterial and residential streets.

Old River School Road Pedestrian Improvements, City of Downey, CA. Project Manager responsible for the preparation of preliminary and final engineering for sidewalk improvements in conjunction with the safe Routes to School funding program. The project included constructing missing segments of sidewalk, reconstructing non-ADA compliant driveways and curb ramps, and miscellaneous concrete repairs.

Second Street Sidewalk Improvements, City of Manhattan beach, CA. Project Manager for the design of 0.5 miles of roadway improvements in the City of Manhattan Beach. The project included the design of sidewalk, retaining wall, and landscape improvements, and also involved presentations at public meetings with impacted homeowners.

Rancho Viejo Road Rehabilitation, City of San Juan Capistrano, CA. Project Manager for the design of roadway rehabilitation plans and estimates from Malaspina Road to 1,700 feet south. The project included minor curb and gutter reconstruction to remedy existing drainage problems.

Junipero Serra Roadway Reconstruction, City of San Juan Capistrano, CA. Project Manager responsible for the roadway reconstruction of heavily traveled arterial providing access to Interstate 5 Freeway.

Santa Fe Avenue Widening, City of Long Beach, CA. Project Manager for the Santa Fe Widening project for the City of Long Beach. Project involved preparation of roadway, sewer, domestic water, and traffic plans. Construction cost for the 0.6-mile project was \$1.5 million.

Accelerated Road Construction Program, County of Los Angeles, CA. Project Manager for the design of over 10 miles of street rehabilitation and reconstruction projects in the unincorporated area of Los Angeles County.



Robert Merrell, PE Quality Assurance Manager

Mr. Merrell has an extensive background in project design and construction management developed over 40 years working in public works engineering. Specific areas of expertise include freeway improvements, storm drain facilities, regional channel improvements, large dams, major arterial and collector street widenings and bridge projects.

REPRESENTATIVE PROJECTS

Stadium Area Master Plan of Drainage, City of Anaheim. Project involved research and inventory of existing drainage facilities for District 27 for use in updating the existing Master Plan of Drainage. This data was used to create computer models for both hydrologic and hydraulic analysis to identify deficiencies and proposed improvements. Responsible for managing the analysis and preparing the summary report.

Master Plan of Drainage for District 2 and for The Southeast MPD, City of Anaheim. In each case, the areas were evaluated with up to date hydrological analysis base on the County's new hydrology criteria established in 1985. Mapping for each included system deficiencies and infrastructure requirements to meet the City's new Drainage Criteria.

Platinum Triangle Master Land Use Plan, Sewer and Drainage Studies, City of Anaheim. Prior to approving the Platinum Triangle Master Land Use Plan (PTMLUP), the Department of Public Works needed to study the effects to major and local sanitary sewer and storm drainage facilities. The project consisted of researching existing data regarding current sewer and storm drain master plans, facilities and requirements. Updating and modeling the sewer and storm drain facilities for the area were completed to determine the areas of local benefits for individual facilities. Finally, mitigations were developed for future developments concerning identified sewer and storm drain deficiencies.

Miraleste Plaza Storm Drain, City of Rancho Palos Verdes. The project included the installation of new storm drain replacing an undersized and deteriorating system previously constructed in the early 1950's. The work involved designing the system within a confined right of way and through many interfering utilities. The work was completed in 2012.

Downtown Parkway Enhancement Project, City of Oceanside. The project consisted of implementing another phase of the downtown parkway renovations. The existing parkways were generally 12 feet in width and most were made up of a varied hardscape from concrete to dirt to asphalt concrete. The improvements consisted of decorative brick inlays with tree wells. In conjunction with the parkway improvements, curb and gutter as well as drive approaches were reconstructed to extent necessary to complete the enhancement.

The City Drive Widening, City of Orange. The project consisted of design and preparation of plans specifications and estimates for the widening of The City Drive from the Garden Grove (22) Freeway to Chapman Avenue in conjunction with the development of The Block at Orange. One lane was added to each side of the existing roadway and raised medians were added along the centerline. Responsible for managing staff, coordinating subconsultants and the preparation of construction documents. Plans included plan and profile, construction details, drainage details, typical sections, and cross sections.

Fire Mountain Roadway Improvements, City of Oceanside. The project consisted of design and preparation of improvement plans, specifications and estimates for the widening and drainage improvements to Fire Mountain Roadway at Laural Road. Responsible for managing and design oversight of the street improvement plans, prepared specifications and estimates as well as construction assistance to the City.

Education

BS/1974/Civil Engineering/
California State University, Long
Beach

Professional Registrations

1976/ PE/CA #28100

Experience

Entered the profession in 1973



Joe R. Buckner, PE, PLS

Project Engineer - Roadway

Mr. Buckner has over 25 years of experience in planning and design of design of streets, right-of-way engineering, grading, sewer, water and storm drains, including significant experience with the City of Anaheim.

REPRESENTATIVE PROJECTS

Irvine Center Drive Bus Stop, City of Irvine, CA. Responsible for the management and preparation of a new bus stop at the intersection of Irvine Center Drive and Jeffrey Road. The project consisted of field surveys, bus stop and flatwork design for sidewalk and driveways. Bus stop design was per City and OCTA guidelines. Required coordination with the City, OCTA and SCE.

11th Street Rehabilitation, City of Buena Park, CA. Responsible for the management and preparation of rehabilitation plans and traffic control plans. The project consisted of a combination of total pavement reconstruction, to edge grinds and overlay. The plans consisted of title sheet, typical sections, rehabilitation plans, traffic control plans, and curb ramp details for ADA compliance. Coordination with the City and Caltrans.

Paseo de las Palomas and Buena Vista Street Rehabilitation, City of Yorba Linda, CA. Responsible for the management and preparation of rehabilitation plans and striping plans. The project consisted of edge grinding and AC overlay along Buena Vista with full width grinding for Paseo de las Palomas. AC "digouts" were identified and also shown on the plans. The plans consisted of title sheet, typical sections, rehabilitation plans, striping plans, and curb ramp details for ADA compliance.

Lincoln Avenue Street Rehabilitation, City of Orange. Responsible for the management and preparation of rehabilitation plans and striping plans. The project consisted of substantial "digouts", AC leveling course and 2" ARHM overlay. The plans consisted of title sheet, typical sections, rehabilitation plans, striping plans, and curb ramp details for ADA compliance. Coordination with the City, County, and Metrolink was involved.

Sunshine Way Parkway Improvements, City of Anaheim. Project Manager responsible for the design of conceptual design and final construction documents. The project consisted of providing a pedestrian walkway along the street as well as design of an aesthetically pleasing landscape palette. The project consisted of street plan and profile, typical sections, planting and irrigation plans and grading details.

Red Hill Avenue Widening, City of Tustin, Caltrans District 12. Project Manager for a preliminary engineering report consisting of geometrics, profiles, cost estimates, and recommendations for a preferred alternative. Analyzed existing and future traffic operations, impacts to existing businesses, and construction costs for each alternative. Also responsible for final design documents consisting of plans and profile, storm drain, retaining wall, and pavement delineation.

Beach Boulevard/Orangethorpe Avenue Intersection Improvements, City of Buena Park, Caltrans District 12. Project Manager responsible for the preparation of construction documents including the addition of a left turn lane in all directions and designated right turn lanes in each direction on Beach Boulevard. The City added the rehabilitation of Orangethorpe from Western to Stanton as part of the project. Plans included typical sections, plan and profiles, construction details, drainage details, pavement delineation, and cross sections.

La Palma Avenue Rehabilitation, City of Anaheim. Project Engineer for street reconstruction from Euclid Street to West Street and the design of new storm drain improvements. Responsible for the hydrology/hydraulic study, preparation of street, storm drain, pavement delineation, and traffic control plans.

Education

BS/1986/Civil Engineering/
California State University, Fullerton

Professional Registrations

1989/ PE/CA #45531

1995/ PLS/CA #7206

Experience

Entered the profession in 1986



Jacob Hester, PE Drainage/WQMP

Jake Hester has 9 years of experience providing planning, design, and construction period support for storm drain, water, recycled water, sanitary sewer, street, landscaping, grading, paving, and transportation projects. His experience includes the preparation of technical reports, water quality permits, and hydrologic and hydraulic studies. He has been responsible for regulatory planning, community outreach, permitting, and has overseen right-of-way engineering, record surveys, geotechnical studies, encroachment permits, plan check services, environmental permits (401, 404, 1600), Water Quality Management Plans (WQMP), Standard Urban Storm Water Mitigation Plans (SUSMP), and Storm Water Pollution Prevention Plans (SWPPP).

Mr. Hester is proficient with computer aided engineering and construction management application software such as ArcMAP (GIS), AutoCAD Civil 3D, WMS, Lar04, XP SWMM, WSPG, Hydra, Primavera, Microsoft Office, and Project.

Education

BS, Environmental Engineering,
California State Polytechnic University,
Pomona, 2005

Professional Registrations

2010/PE/CA #C76637

Years of Experience

Entered the profession in 2004

RELEVANT EXPERIENCE

SR-14/Sand Canyon Road Project B3003, City of Santa Clarita. Design Engineer responsible for the preparation of plans for street beautification for Sand Canyon and Soledad Canyon Roads in the City of Santa Clarita. Developed plans, specifications, estimates, and erosion control documents under Caltrans guidelines.

Downey/Firestone Intersection Improvements, City of Downey. Staff Engineer responsible for preparing plans, specifications and cost estimates for the rehabilitation of this key intersection.

Various Roadway Improvements, City of Laguna Niguel. Project Engineer responsible for preparing plans, specifications and cost estimates for the rehabilitation of over 5,600 feet of roadway (7 roads).

Santa Fe Avenue Rehabilitation, City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway improvements for Santa Fe Avenue from Spring Street to Wardlow Avenue. Project included traffic and ADA improvements.

Ocean Avenue Alley Reconstruction Project from Main Street to 1st Street, City of Seal Beach. Project Engineer responsible for design plans, specifications and cost estimates for pavement improvements and replacing and water mains.

Alamitos Avenue Rehabilitation, City of Long Beach, CA. Project Manager responsible for the preparation of construction documents for roadway improvements for Alamitos Avenue from 7th Street to Orange Avenue. Project included traffic and ADA improvements and included the overlay of an existing concrete roadway.

Orange Line Extension, Metropolitan Transportation Authority, Los Angeles, CA. Design Engineer responsible for the hydrologic and hydraulic design of 4.5-miles of new roadway, extending the Metropolitan Transportation Authority's Orange Line bus service. Responsible for design and preparation of drainage improvement plans, specifications, estimates, permits, and NPDES reports (SUSMP) for a new and remodeled busway, parking lots, terminals, storm drains, striping, and landscaping design.

Fountain Valley Storm Drain Project, Fountain Valley, CA. Project engineer responsible for the preparation of plans, specifications and cost estimates for more than a mile of new storm drain main line. Design included new 48-inch HDPE pipe, junction structures, CDS units, catch basins, and laterals for an award winning 72-acre park in the heart of Fountain Valley.



Rafael Martinez Traffic Engineer

Mr. Martinez T.E. has over 14 years of hands on experience in the field of Traffic Engineering and Roadway design. Mr. Martinez's professional experience includes the use of AASHTO and Caltrans HDM in road way design, street improvements and signing and striping plans. Mr. Martinez has been project/design engineer for traffic signals, traffic signal communication systems, lighting, traffic monitoring systems, dynamic message sign systems, stage construction/traffic handling, Safe Routes to Schools Projects and bike lane improvement projects. Mr. Martinez is also experienced in intersection realignment studies, traffic impact studies, sight distance analysis studies, speed limit studies, left turn storage studies, traffic warrant studies, and stop sign warrant studies for government and private development projects.

RELEVANT EXPERIENCE

Sixth Street Pavement and Roadway Rehabilitation Project Phase I and Phase II, Corona, CA: Traffic Engineer responsible for design, estimation, specifications, public outreach coordination, inspection and project oversight of a four-mile pavement rehabilitation project for a major arterial with 22,000 ADT. Scope of project: grinding and paving, temporary and permanent striping, temporary video detection and signal modifications, traffic control and field inspection.

Main Street Storm Drain and Roadway Rehabilitation Project, Corona, CA: Traffic Engineer responsible for the design and specifications of a one mile storm drain and pavement project. Responsible for traffic control, prepared plans and specifications, construction staging, temporary and permanent striping, and use of temporary video detection systems.

El Camino / Sixth Street Railroad Signal Design, Corona, CA: Traffic Engineer/Project Engineer responsible for the design, estimation, plans and specifications of a \$2 Million signal design and roadway widening that involved BNSF participation and coordination. Project included the latest in ITS (Intelligent Transportation Systems) such as video detection, fiber-optic communication, CCTV camera installation and railroad crossing signal pre-emption.

Main Street / Citron Signal Design, Corona CA: Traffic Engineer/Project Engineer responsible for the design, estimation, plans and specifications for a \$500,000 signal design of a 10-Phase double terminating intersection within a residential area. Scope of the project involved design, inspection, estimation, traffic studies, traffic warrant, town-hall meetings, utility coordination and construction management.

Lincoln / Sixth Street Signal Modification, Corona, CA: Project Engineer responsible for the review of plans and specifications, estimates and field inspection for a major arterial signal modification. Project scope included moving signal poles, signal cabinet relocation, right-of-way acquisition, and utility coordination.

ATMS (Advanced Traffic Management Systems) Project Phase 1 and 2, Corona, CA: Project Manager/Project Engineer for the application and award implementation for a \$7 Million Grant for the installation of an ITS (Intelligent Transportation Systems) within the City of Corona. Scope of work included 32 miles of fiber-optic installation, video detection system, various traffic signal modifications, traffic management center design and implementation, signal equipment acquisition, Caltrans permit application process and utility coordination. Project included 48 miles of traffic signal coordination and synchronization with inter-agency participation including Caltrans and Riverside County.

Education

1998/BS/Civil Engineering,
California State Polytechnic
University, Pomona

Registration

2010/TE/CA #2549)

Memberships

ASCE (American Society of Civil
Engineers)

APWA (American Public Works
Association)

ITE (Institute of Traffic Engineers)

Licensed FAA Private Pilot, 1988

Years of Experience

Entered the profession in 1997



David R. Anderson, PE

Principal-in-Charge/Constructability Review

Mr. Anderson brings over 40 years of experience in all aspects of transportation and public works projects. His experience includes preliminary engineering, PS&E, engineering review, value engineering, and construction management of bridges, railroads, roadways, utilities, drainage and flood control, highway, and toll facilities. During his career, Mr. Anderson has participated in the design and construction of over \$2 billion of public works projects for cities, counties, state DOTs, transportation authorities and railroads. Mr. Anderson supports the Engineering Division as Quality Assurance Manager, and is responsible for quality control for small and large interdisciplinary projects to minimize client risk, ensure constructability and deliver the project on time and within budget.

Roadway Modifications of Crowther Road, Orange County Transportation Corridor, Placentia, CA: Project Manager for the plans, specifications and estimates for roadway modifications that included restriping, left turn lane design, driveway redesign, and Metrolink station entrance design. Coordinated with commercial property owners for driveway relocations and the Transit Department of OCTA for bus turnout specifications.

Drainage and Pavement Rehabilitation Studies for Jamboree Road, City of Irvine, CA: Principal-in-charge of this project analyzing pavement rehabilitation due to drainage issues on Jamboree Road from Tustin Ranch Road to Pioneer Road.

Orange County Transportation Authority, Engineering Plan Check, Orange County, CA – Team Leader for this project requiring risk analysis, plan review, extensive coordination.

Education

BS/1968/Civil Engineering/ University of Minnesota

Professional Registrations

1990/PE/CA #45458

1979/PE/MN #23685

Professional Affiliations

American Public Works Association (APWA)

American Civil Engineering Council (ACEC)

Construction Management Association of America (CMAA)

Years of Experience

Entered the profession in 1968



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 12, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: TERRY SHEA, FINANCE DIRECTOR
SUBJECT: GOAL SETTING FOR FISCAL YEAR 2014-2015 BUDGET

RECOMMENDATION: APPROVE BUDGET CALENDAR AND DISCUSS GOALS AND PRIORITIES FOR FISCAL YEAR 2014-2015 ANNUAL OPERATIONS AND CAPITAL IMPROVEMENT BUDGET

BACKGROUND:

The City's budget is a plan that allocates available resources to meet the direction of the City's mission, vision and values and the community's priorities. The budget balances the planned expenditures with the projected revenues. The budget process begins in March and culminates with the adoption of the Annual Budget in June.

DISCUSSION:

In an effort to communicate the budget process and to promote public participation, the proposed budget calendar sets target dates for major milestones in the development of the budget. All City Council dates are designed to correlate with regularly scheduled Council meetings and will be advertised to the public through the City's website e-notification system. In addition, the budget calendar will be published on the City's website in the budget section of the Finance page.

Linking important objectives with necessary resources requires a process that identifies key goals at the beginning of budget preparation in order to set the City's course of action for the upcoming fiscal year. Staff will provide a presentation including projections for the current 2013-2014 fiscal year, as well estimates for the upcoming 2014-2015 budget year. Also highlighted are the accomplishments pertaining to the strategic plan to date and the department goals for achieving the remaining objectives of the strategic plan in the upcoming budget year. These goals are provided to foster discussion of City Council and public priorities and objectives. Once goals and priorities are identified, resources can be appropriately allocated to accomplish major initiatives as well as continuation of current goals and City operations.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1. 2014-2015 Budget Calendar

Prepared by: Anna Montoya, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs, City Manager

John Cavanaugh, City Attorney

City of Eastvale

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Eastvale, CA 91752
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MEMORANDUM

DATE: February 12, 2014
TO: Carol Jacobs, City Manager
FROM: Joann Gitmed, Deputy Finance Director
SUBJECT: Fiscal Year 2014-15 Budget Calendar

Below is a proposed budget calendar. All dates, once approved may be subject to change with prior City Manager approval.

February 26 Finance department commences building budget targets and key revenue projections based on January month-end close

March 5 Budget instructions/targets issued to departments
Budget preparation training commences
All departments review their goals and prepare the new budget

March 12 Revenue estimates due from Finance for City Manager review.
City Council Meeting – Obtain input from Council regarding FY14/15 priorities.

March 19 Operating and CIP Budgets due from departments
Finance department schedules departmental budget reviews

April 09 Finance reviews and reconciles all department budgets
Preliminary budget reviewed by City Manager
City Council Meeting – Adopt Cost Allocation Plan

May 7 Deliver proposed budget workbook (Draft) to City Council

May 14 City Council Meeting - budget study session and first hearing

May 28 City Council Meeting – budget study session and first hearing, continued

June 11 Second hearing and adoption of Annual Operations and Capital Improvement Budget Fiscal Year 2013-14



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 12, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: REVIEW OF REIMBURSEMENT OF EXPENSES POLICY

RECOMMENDATION: PROVIDE DIRECTION

BACKGROUND:

At the Finance Committee Meeting of February 19, 2014, the Committee requested that the City Council consider changes to the Policy entitled: "Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials and Employees" (Attachment A).

DISCUSSION:

The City Council approved the current policy on October 24, 2012. The purpose of the policy is to comply with AB 1234 and to define and clarify authorized reimbursable expenses.

The policy does not clarify expense reimbursement for elected, appointed or city officials who serve on other public agencies and who also receive a stipend from that agency. Annually, the City reports on the City website those agencies in which members of the Council and/or staff receive a stipend for participating. The following agencies provide stipends.

<u>Agency</u>	<u>Amount</u>
Riverside Transit Agency	\$150 per meeting
Western Riverside Council of Governments	\$150 per meeting
Riverside County Regional Conservation Agency	\$100 per meeting
Riverside Transportation Commission Meeting	\$100 per meeting
Southern California Association of Governments	\$120 per meeting
Northwest Mosquito and Vector Control District	\$100 per meeting

The Finance Committee has noticed that there have been requests by Members for reimbursements to attend the meetings of those public agencies in which stipends are provided.

To date, these requests for reimbursement to attend the above meetings, typically mileage charges have been reimbursed by the City.

The Committee requested the City Council consider changing the current Policy to require that the stipends received by Members for the outside agencies are to cover the costs of travel and incidentals, including the attendance, and shall not be reimbursed by the City.

FISCAL IMPACT:

In the past 12 months the City has reimbursed \$60 in requests for reimbursements from agencies in which a stipend is provided.

ATTACHMENTS:

Attachment A: Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials and Employees with proposed language

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

CITY OF EASTVALE City Council Policy	Policy Number:
Subject Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials And Employees	Effective Date:
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PURPOSE

The purpose of this policy is to define and clarify authorized reimbursable expenses in accordance with California Government Code Section 53232 et seq. It includes travel, business meals, lodging, conference expenses and other related expenditures incurred while conducting City business and to establish procedures for authorization and reimbursement of such expenses.

BACKGROUND

This policy is adopted under the legal requirements of AB 1234, signed by the Governor on October 7, 2005.

POLICY

This policy is applicable to the City Council, and all Commissions, Committees, Boards and Agencies, (hereafter "Agencies") of the City that are subject to the Brown Act. This Policy is also applicable to City Employees.

It is the policy of the City that no Member or Employee shall sustain personal monetary loss as a result of duties performed in the service of the City. However, all expenditures and requests for reimbursement shall logically relate to the conduct of City business and shall be "necessary" to accomplish the purposes of such business and shall be "reasonable" in amount.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within the adopted reimbursement policy must be approved for Members, by the City Council in a public meeting, and for Employees, by the City Manager, before the expense is incurred.

1. Definitions

For the purpose of this Policy, the following definitions will be used:

- Elected Officials - those individuals elected by the citizens to office.

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- Appointed Officials - members of all City of Eastvale Commissions, Boards and Agencies appointed and subject to the Brown Act.
- Agency - the City Council, and all City of Eastvale Commissions, Boards and Agencies.
- Member - any elected or appointed official subject to this Policy.
- Employee – an individual employed directly and solely by the City, excluding independent contractors, subcontractors, and other persons performing work on behalf of the City but self-employed or employed by other persons, corporations or entities.
- Reimbursable expense – expenses incurred and paid for by Members and Employees pursuant to this Policy.

2. Specific Occurrences Qualifying for Reimbursement of Expenses Incurred in Official City Business

Government Code Section 53232.2(b) requires the City to specify the types of occurrences that qualify a Member or Employee to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses. Accordingly, the following list contains only those expense classifications for determining expenses authorized to be expended for official City business, including travel and related expenses. Members and Employees are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with official City business. The principle of "reasonable and necessary" should be used when deciding to expend taxpayer money.

- Conferences, training, and educational trips, including visiting other governments to discuss and observe best practices.
- Business-related trips where a benefit to the City can be defined.

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3. Transportation, Meals and Other Reimbursement

Transportation

Airline Travel

Domestic Air - All Members and Employees shall utilize coach or tourist class accommodations when traveling within the continental United States by commercial airline. Reservations, where possible, should be made at least 14 days in advance to take advantage of all available discounts. Travel should be arranged through the City charged on a City credit card or, when necessary, charged on a personal credit card. Personal credit card purchases will be reimbursed only for the actual round-trip fare and only after the trip. Members and Employees may, at their own expense, pay to upgrade their airline accommodations.

Private Automobile

Members and Employees will be reimbursed for actual mileage, for the use of their private cars in travel to and from designated place(s) on City business outside the City. The reimbursement rate will be at the current Internal Revenue Service rate. Members and Employees will be reimbursed for total round-trip miles.

Garage and Parking Expenses

Expenses for necessary parking and storage of private or City vehicles may be authorized. Receipts should be provided to obtain reimbursement.

Vehicle Rentals, Taxi, and Transit Fare

Out of town expenses for such transportation may be authorized where reasonable and necessary to conduct City business. Receipts must be provided to obtain reimbursement. When vehicle rental is chosen over

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taxi or shuttle service, there should be a business reason or economic benefit to support the rental decision.

Rental car used as the primary source of transportation from a Member or Employee's home to and from the destination is considered a personal vehicle and will be reimbursed actual expenses not to exceed mileage allowance.

Lodging

Expenses will be allowed for adequate lodging. Price is an issue in selecting "adequate lodging". Prudence and good stewardship should be used when selecting a hotel. Itemized receipts for lodging must be provided to obtain reimbursement. Lodging in connection with a conference or event held in a hotel qualifies as adequate lodging for purposes of this Policy. However, if lodging at the event hotel is not available, lodging is then limited to the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If the group rate is not available, the Member or Employee shall use comparable lodging that is consistent with the requirements of this Policy.

Lodging expenses are limited to the cost of the room plus related taxes and will be reimbursed after the stay. Advance room deposits may be made directly to the hotel. However, in such instances, the advance deposit **MUST** appear on the Travel Reimbursement Request form as such. Personal expenses incurred at the hotel, such as movies, laundry, and internet services are not reimbursable.

Local lodging, defined as within 50 miles from City Hall, will not be reimbursed without prior approval by the City Council, or in the case of an Employee, by the City Manager. Specific events that may qualify for approval include being a conference presenter before 9 a.m., or an early morning start following a meeting/function the night before that ends after 9 p.m.

When lodging expenses are incurred, no mileage expenses to and from a Member or Employee's home will be reimbursed.

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Out of Town Meals

Reasonable and customary expenses for meals are authorized for Members and Employees as required to conduct official City duties. Members and Employees traveling on City business shall be entitled to reimbursement of expenses incurred for necessary meals not to exceed breakfast, lunch, and dinner in any one day. The maximum that will be reimbursed for meals in one day is \$60, including gratuity. This sum can be split among meals as desired and should be reduced accordingly for business taking less than a full business day. Alcohol will not be reimbursed for Members or Employees. When meals are included in the cost of an event, meal expenses incurred outside of the event will not be reimbursed without City Council approval.

General Business Meals

Members and Employees who, during the normal course of performing their duties, must provide meals for representatives of other governmental agencies or other persons doing business with the City in order to most effectively execute their responsibilities are authorized to exceed the meal allowance, but must use prudent judgment and are subject to challenge for excessive amounts. In such cases, the meal must be documented with a description of the purpose of the meal(s), including an explanation of its necessity to the City; and a list of all persons, including other Members or Employees who were in attendance, specifying their organization and/or title. Expenses for persons not related to the conduct of City business shall not qualify as a reimbursable expense under this Policy.

Tips and Gratuities

Reasonable expenses for tips are allowable for meals (as limited above), hotel, and transportation purposes, with or without a receipt.

Registration Fees

Convention or meeting registration fees qualify for reimbursement. The City may pre-pay conference registrations prior to the date of the event. In cases where early

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registration is not possible, a receipt or registration form documenting the fee must be provided with the reimbursement request. In all cases, a brochure or registration document must accompany the payment voucher or petty cash voucher.

No Shows and Late Cancellation

This section addresses situations where a Member or Employee fails to attend a conference or general business meeting, after incurring expenses for that event. Such expenses may include conference fees, prepaid hotel charges, and airline charges. If a Member or Employee is unable to attend a planned trip, including a conference or general business meeting, it is the Member or Employee’s responsibility to ensure that any prepaid fees are refunded to the City. For any fees not fully refunded, the Member or Employee shall attach a written explanation to the Travel Reimbursement Request form addressing the reason(s) the Member or Employee was unable to attend.

Cell Phones and Related Cell Phone Charges

The use of Cell Phones and Related Cell Phone Charges are both widely available and utilized by all Members and Employees; consequently, it is difficult to identify those Cell Phone Charges which may be considered an expense incurred in the Member or Employee’s official City business. Therefore, **all** Cell Phone charges are not authorized reimbursable expenses under this Policy.

Member Participation in Other Public Agencies

Should any Member receive a stipend or other form of compensation from an outside agency, the City will not reimburse for expenses accrued in that Member’s performance of his/her duties to that agency. The purpose of the stipend is to cover incidentals incurred by the Member to participate in the governmental organization and is reported annually on the Fair Political Practices Form 806.

4. Procedures for Reimbursement of Expenses

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Members and Employees shall submit Expense Reports within 30 days after incurring the expense, and the reports shall be accompanied by the receipts documenting each expense. Required documentation may include, but is not limited to:

- Credit card slip or meal receipt.
- Hotel receipt.
- Conference brochure.
- Meeting agenda.
- Statement of trip or meeting purpose.
- Other attendees at a meal or meeting.

The reason for the expenses should be clearly documented on the Expense Report or in the attached documents, if not otherwise obvious.

Public Trip Meeting Report:

In accordance with Government Code Section 53232.3(d), a Member requesting reimbursement shall provide a brief report on meetings attended at the expense of the local Agency at the next regular meeting of the Agency. Routine business meetings may be reported in writing on the consent calendar of the agenda.

Policy No. Repealed:

City Council Policy No. approved on October 24, 2012 is hereby repealed.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 12, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: ATTENDANCE AT THE INTERNATIONAL CONFERENCE OF SHOPPING CENTERS (ICSC)

RECOMMENDATION: PROVIDE DIRECTION ON ATTENDANCE AT CONFERENCE AND DETERMINE WHO (IF ANY) SHOULD ATTEND

BACKGROUND:

In May of 2013, Council Members DeGrandpre and the City Manager attended the ICSC Conference in Las Vegas. The purpose of this conference is to spur economic development and to network with the development community, retailers and restaurateurs. At last year's conference the attendees met with over 23 prospective businesses. A large part of this success was due to the City working with the Kosmont Companies to set up a variety of meetings as well as walking the conference hall and speaking with a variety of companies.

DISCUSSION:

This conference is the largest gathering of shopping center developers and businesses. This conference is an opportunity to meet with key businesses who may be interested in opening in Eastvale. This is an opportunity to let the business community know why Eastvale is a great place to have a business. This year, with a number of projects in the pipeline, staff will be able to provide additional information to prospective businesses.

Should the City choose to participate this year, and to make the most of the opportunity, it is recommended that the City hire Kosmont Companies who has been assisting local governments with economic development since 1986. The Kosmont Companies staff has developed strong relationships with the business community and has the ability to assist City staff in meeting with strategic businesses that could benefit from locating in Eastvale.

As was done last year, depending on the number of Council/staff that attend the conference, Kosmont would set up meetings with key businesses to introduce Eastvale and its benefits. This process provided staff with contacts that would have been difficult to secure on our own.

This year, should Council approve the conference, staff will be pitching the Leal property to the development community to move the project forward.

The conference is scheduled from May 18-20. It is recommended that the City's attendance is on Monday and Tuesday. This will reduce the hotel costs.

FISCAL IMPACT:

The cost of participation is \$1,200 per person and has been budgeted for two individuals. In addition, there is \$3,000 available in the budget for economic development assistance at this conference.

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



City of Eastvale
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9. *CITY MANAGER'S REPORT*



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10. COUNCIL COMMUNICATIONS



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11. CLOSED SESSION



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12. ADJOURNMENT