

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, April 23, 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 Ed Moreno with New Day Christian 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.

3.1 Introduction of Student Liaison, Julia Vasquez.

3.2 Update by the Public Safety Commission.

3.3 Presentation by Wildan Financial regarding New Market Tax Credits.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

5. CONSENT CALENDAR:

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to two (2) minutes each with a maximum of (6) minutes.

5.1 Minutes – April 9, 2014 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held on April 9, 2014.

5.2 **Change of Zone for Eastvale Business Park.**

Recommendation: Second reading and adoption of Ordinance No. 2014-04, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 12-0750 TO AMEND THE OFFICIAL ZONING MAP FROM HEAVY AGRICULTURE (A-2) TO INDUSTRIAL PARK (I-P) ZONE FOR THE REAL PROPERTY LOCATED GENERALLY NORTH OF 65TH STREET, EAST OF CUCAMONGA CREEK, AND WEST OF ARCHIBALD AVENUE, ASSESSOR'S PARCEL NUMBERS 144-010-002, -033, -037, -038.

5.3 **LexisNexis eCrash Electronic Police Portal Services.**

Recommendation: Approve the "Law Enforcement Agency Information Agreement LexisNexis eCrash (Electronic Police Record Portal Services)" with LexisNexis Claims Solutions, Inc., and the "Crossroads Software Services Agreement" with Crossroads Software Services, Inc.

5.4 **Treasurer's Report – Quarter Ended March 31, 2014.**

Recommendation: Receive and File.

5.5 **Statement of Revenue & Expense (Unaudited) – March 2014.**

Recommendation: Receive and File.

5.6 **Warrant Register.**

Recommendation: Approve the payment of Warrants (check numbers 11983 through 12020, wire numbers W00242 to W00254, for a total amount of \$1,355,198.28, and payroll in the amount of \$66,356.81).

5.7 **Warrants for City Council Related Items.**

Recommendation: Approve the payment of Warrants (wire numbers W00246 in the amount of \$3,690.98).

6. **PUBLIC HEARINGS:**

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

6.1 Granting a Franchise Agreement To Southern California Gas Company.

Recommendation: Introduce and hold first reading of Ordinance No. 2014-05, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, GRANTING TO SOUTHERN CALIFORNIA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO CONSTRUCT, MAINTAIN AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING GAS FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON, AND UNDER THE PUBLIC STREETS AND PLACES WITHIN THE CITY OF EASTVALE.

7. OLD BUSINESS ITEMS:

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

7.1 Council Direction To Staff On The Land Use Program For The Leal Specific Plan.

Recommendation: Staff recommends that the City Council direct staff to proceed with the creation of a Vision Plan and Specific Plan that reflect the land use program described in the report.

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 Appoint One Member Of The Council To The WRCOG Executive Committee.

Recommendation: Appoint one member of the Council to the WRCOG Executive Committee.

8.2 Appointment of Planning Commissioner To The Economic Development Committee.

Recommendation: Appoint a Planning Commissioner to the Economic Development Committee.

8.3 Approval of City's Request For Proposal For Entryway Monument Signs.

Recommendation: Approve City's Request for Proposal for Entryway Monument Signs.

8.4 Request For Proposals – Architectural and Engineering Services For Fire Station No. 2 and Fire Services Training Operations Center.

Recommendation: Authorize Issuance of Request for Proposals for Architectural and Engineering Services for Fire Station No. 2 and Fire Services Training Operations Center.

9. CITY MANAGER’S REPORT:

10. STUDENT LIAISON UPDATE:

11. 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.

12. CLOSED SESSION:

There are no Closed Session Items.

13. ADJOURNMENT:

The next regular meeting of the Eastvale City Council will be held on May 14, 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 April 16, 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: APRIL 23, 2014

1. CALL TO ORDER



City of Eastvale

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Staff Report

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



City of Eastvale

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MEETING DATE: APRIL 23, 2014

3. *PRESENTATIONS/ANNOUNCEMENTS*

- 3.1 Introduction of Student Liaison, Julia Vasquez.
- 3.2 Update by the Public Safety Commission.
- 3.3 Presentation by Wildan Financial regarding New Market Tax Credits.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

4. PUBLIC COMMENT/CITIZEN PARTICIPATION

MINUTES
REGULAR MEETING OF THE CITY COUNCIL,
OF THE CITY OF EASTVALE
Wednesday, April 9, 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 Welch, DeGrandpre, Link, Mayor Pro Tem Rush and Mayor Bootsma.

Staff Members present: City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, Planning Director Norris, Planner Kith, Code Enforcement Officers Engelking and Evans, Deputy Finance Director Gitmed, City Engineer Alvarez, Engineer Indrawan, Police Chief Feltenberger, Assistant Police Chief Yates, Fire Chief Williams, Assistant City Clerk Hall, and Recording Secretary Wuence.

Invocation was led by Pastor Dennis Morales with Calvary Chapel.

The Pledge of Allegiance was led by Mayor Bootsma.

3. PRESENTATIONS/ANNOUNCEMENTS:

3.1 Recycle All Star Awards presented by Waste Management.

Julie Reyes, with Waste Management, in honor of Earth Day on April 22, commended two Eastvale families for their recycling efforts and presented them each with Recycle All Star Awards and a gift basket. The Halterman and Paredes families accepted the honors and thanked Waste Management. Ms. Reyes also noted that Cloverdale Marketplace was honored as the business recipient of the Recycle All Star Award.

3.2 Recyclebank Program Update presented by Waste Management.

Diana Bolsary, with Waste Management, provided an update on the success of the Recyclebank Program in Eastvale with a PowerPoint Presentation.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

Curtis Seymore, with the Church of Jesus Christ of Latter-Day Saints, thanked the City Council for their organization with the church and announced an upcoming Day of Community Service on April 26, 2014. He also informed the Council that the church is available to assist if the Council needs their service in any way.

Dickie Simmons, a resident, noted that the Town Hall Meetings have been in existence since the early days of the Eastvale community and are a forum where the community can ask questions of City and service leaders without restrictions. He asked the Council to consider having the City take over the quarterly Town Hall Meetings beginning with the next meeting on April 29, 2014. He also requested the Mayor and City Departments to give an update at the event.

Kelly Howell, a resident, recommended that the City Council be conservative during the upcoming budget planning. She requested the Council remain cautious when planning for staffing in order for the City to remain fiscally solvent.

5. CONSENT CALENDAR:

A motion to change the order of the agenda and hear Items 7, 8.1, 8.2, and 8.3 before Item 6.1 was made.

Motion: Moved by Welch, seconded by Link to change the order of the agenda.

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

5.1 Minutes – March 12, 2014 Regular Meeting.

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

Motion: Moved by Welch, seconded by Link to approve the Minutes as presented.

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

5.2 Minutes – March 26, 2014 Regular Meeting.

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

Motion: Moved by Welch, seconded by Bootsma to approve the Minutes as presented.

Motion carried 4-0-1 with DeGrandpre, Link, Welch and Bootsma voting aye, and Rush abstaining.

The order of the agenda was changed and Items 7, 8.1, 8.2, and 8.3 were addressed at this time.

7. OLD BUSINESS:

There were no Old Business Items.

8. NEW BUSINESS ITEMS:

8.1 Appointment of Planning Commissioner To The Economic Development Committee.

Recommendation: Appoint a Planning Commissioner to the Economic Development Committee.

City Manager Jacobs provided an update on this item.

Motion: Moved by Rush, seconded by Welch to appoint Karen Patel to the Economic Development Committee.

Motion failed 2-3 with Welch and Rush voting aye and Link, DeGrandpre and Bootsma voting no.

Motion: Moved by Bootsma, seconded by Link to appoint Joe Tessari to the Economic Development Committee.

Motion failed 2-2-1 with Link and Bootsma voting aye, DeGrandpre and Welch voting no, and Rush abstaining.

Motion: Moved by DeGrandpre, seconded by Bootsma to appoint Larry Oblea to the Economic Development Committee.

Motion failed 2-2-1 with De Grandpre and Bootsma voting aye, Link and Welch voting no, and Rush abstaining.

Motion: Moved by Rush, seconded by Welch to continue Item 8.1 to the next Council meeting.

Motion carried 4-1 with Link, Welch, Rush and Bootsma voting aye, and DeGrandpre voting no.

Council Member Link requested the three nominees be present at the next City Council Meeting.

8.2 Code Enforcement Annual Report (Jan 1st 2013 to December 31st 2013).

Recommendation: Receive and file.

City Manager Jacobs introduced Code Enforcement Staff Travis Engelking and Allynn Evans.

Code Enforcement staff presented a PowerPoint presentation of the annual report for the department. The presentation included Eastvale Code Enforcement Statistics and comparable cities' statistics.

There was discussion regarding communication between the City and police with respect to marijuana grow houses, and what the process and follow up is with the property owner after rehabilitation of the property.

Council Members DeGrandpre, Welch and Mayor Bootsma thanked the Code Enforcement staff for their outstanding work and professionalism.

8.3 Policy For Considering General Plan Amendments.

Recommendation: Consider Staff's recommendation, and, if desired, adopt Resolution No. 14-20, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADOPTING CITY COUNCIL POLICY TITLED "GENERAL PLAN AMENDMENT POLICY".

City Manager Jacobs provided the Staff Report for this item.

Motion: Moved by Rush, seconded by Welch to adopt Resolution No. 14-20.

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

At this time Council returned to address Item 6.1.

6. PUBLIC HEARINGS:

- 6.1. **Project No. 12-0750 – Change of Zone from Heavy Agriculture to Industrial Park, revised Tentative Parcel Map No. 35865, and Major Development Review consisting of 11 new industrial buildings ranging from 26,600 square feet to 254,810 square feet, one two-story office building of approximately 33,600 square feet, two retail buildings of approximately 4,400 square feet and 6,200 square feet, and associated improvements on a 53.37-acre site.**

Recommendation: On March 5, 2014, the Planning Commission recommended that the City Council deny the proposed project without prejudice.

City Manager Jacobs and Planning Director Norris provided the staff report and PowerPoint presentation for the project.

There was discussion regarding the extension of Limonite and its effect on the project.

There was discussion regarding the phasing of the project, a future truck route study, and the traffic flow from the project.

Council Member DeGrandpre stepped away from dais at 7:35 p.m.

There was discussion regarding the long term fiscal impact of the truck traffic through the City, roadway maintenance funding and the conditions of approval.

Council Member DeGrandpre returned to dais at 7:37 p.m.

There was additional discussion regarding the phasing of the project and the associated roadway improvements.

The Public Hearing was opened at 7:40 p.m.

James Bach, project manager, discussed the Planning Commission's public hearing on the project and the reasoning for aspects of the plan for the property.

Charlene So, with Urban Crossroads, was available for questions and discussed the traffic study for the project.

There was discussion regarding the type of uses possible for the buildings on the site, and the type of truck bay doors that would be included.

There was additional discussion regarding the roadways and various improvements to be made.

There was discussion regarding the open space requirements based on the Airport Land Use Commission requirements and possible project types for the location.

There was discussion required the restrictions on trucks idling in the project.

The Public Hearing was closed at 8:21 p.m.

Motion: Moved by Rush, seconded by DeGrandpre to adopt the Addendum to the Certified EIR, and approve the proposed project as recommended by staff.

Motion carried 4-1 with Link, DeGrandpre, Rush and Bootsma voting aye and Welch voting no.

At this time Council returned to address Item 8.4.

8. NEW BUSINESS ITEMS:

8.4 Full Cost Allocation Plan and OMB A-87 Plan Based on June 30, 2013 Expenditures.

Recommendation: Approve Cost Allocation Plan and OMB-A-87 Plan Based On June 30, 2013 Expenditures.

City Manager Jacobs provided the staff report for the item.

Motion: Moved by Rush, seconded by Link to approve Cost Allocation Plan and OMB-A-87 Plan Based on June 30, 2013 Expenditures.

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

9. CITY MANAGER'S REPORT:

There was no City Manager's Report.

10. COUNCIL COMMUNICATIONS:

Council Member Link inquired if the City could take over the Town Hall Meetings. City Attorney Cavanaugh noted that it should be put on a future agenda for discussion but it could not happen in time for the April 29, 2014 Town Hall Meeting.

Mayor Pro Tem Rush thanked Roosevelt High School Student Representative, Julia Vazquez for attending the Council Meeting. He went on to give an update of recent meetings he attended.

Council Member DeGrandpre noted that he continues to receive complaints about traffic around the schools and children on bikes being hit He also discussed a Senate Bill that reduces local control over issuance of Solar Panel permits.

Council Member DeGrandpre also noted that he attended the Southern California Association of Governments (SCAG) meeting where aviation was a topic. He noted that while small airports, such as Ontario, need more people to use them, SCAG recently awarded a \$400,000 contract to a consultant that has a separate three hundred million dollar contract with Los Angeles International Airport, which DeGrandpre believes is a

conflict of interest. Council Member DeGrandpre would give more updates on this topic at future Council Meetings.

Council Member DeGrandpre resigned from the Executive Committee of Western Riverside Council of Governments.

Council Member Welch agreed with Council Member DeGrandpre on the traffic concern and noted that staff is working on an event to educate the public on safety. He noted that the number of vehicles at schools at the same time needs to be reduced.

Council Member Welch thanked and congratulated staff and the Chamber of Commerce for the success of the State of the City event.

Mayor Bootsma noted that he attended the Riverside County Sheriff's Award Banquet.

11. CLOSED SESSION:

The City Council adjourned to Closed Session at 8:37 p.m.

11.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO SECTION 54957:

Title: City Manager

The City Council return from Closed Session at 9:07 p.m. with no reportable action.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:07 p.m.

ORDINANCE NO. 2014-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA APPROVING CHANGE OF ZONE NO. 12-0750 TO AMEND THE OFFICIAL ZONING MAP FROM HEAVY AGRICULTURE (A-2) TO INDUSTRIAL PARK (I-P) ZONE FOR THE REAL PROPERTY LOCATED GENERALLY NORTH OF 65TH STREET, EAST OF CUCAMONGA CREEK, AND WEST OF ARCHIBALD AVENUE, ASSESSOR'S PARCEL NUMBERS 144-010-002, -033, -037, -038.

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

SECTION 1. The proposed project requires the adoption of an Addendum to the certified Environmental Impact Report (SCH #2008081117) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

Finding 1: The proposed project requires the adoption of an Addendum to the certified Environmental Impact Report (SCH #2008081117) pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines.

Evidence: The Planning Commission, in light of the whole record before it, including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the certified EIR No. 515 (SCH #2008081117), and documents incorporated therein by reference, any written comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code Sections 21080(e) and 21082.2) within the record and/or provided at the public hearing, hereby recommends that the City Council find and determine as follows:

Review Period: In accordance with the CEQA Guidelines (Section 15164(c)), the Addendum associated with the project does not require circulation for public review.

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

Independent Judgment: The Addendum reflects the independent judgment and analysis of the City of Eastvale.

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

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

SECTION 3. Pursuant to Section 1.7 of the City of Eastvale Zoning Code, the City Council makes the finding below pertaining to Change of Zone No. 12-0750:

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

Evidence: The proposed Change of Zone from Heavy Agriculture (A-2) to Industrial Park (I-P) is consistent with the General Plan land use designation of the project site as Light Industrial (LI). Both the land use designation of LI and the zoning of I-P allow a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. Therefore, the proposed Change of Zone is consistent with the General Plan.

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

Evidence: On August 15, 2013, the Riverside County Airport Land Use Commission (ALUC) reviewed the project design and found that the proposed project is consistent with the 2008 Chino Airport Land Use Compatibility Plan. The ALUC recommended that several conditions be placed on the project to ensure consistency with the airport. Those conditions have been added to the conditions of approval for the project. In addition, the same Change of Zone request was reviewed and approved by the ALUC in 2008 when the original project was approved by the County of Riverside (ALUC reference project no. ZAP1011CH08). Therefore, the proposed Change of Zone is consistent with the Chino Airport Land Use Compatibility Plan.

SECTION 4. The Official Zoning Map for the City of Eastvale is hereby amended to change the zoning of Assessor's Parcel Numbers 144-010-002, -033, -037, and -038 from Heavy Agriculture (A-2) to Industrial Park (I-P) zone as described and illustrated in Exhibit A attached hereto.

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

SECTION 6. If any section, subsection, subdivision, sentence, clause, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED, AND ORDAINED this 23rd day of April 2014.

Ike Bootsma, Mayor

Attest:

Ariel M. Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

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

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2014-04 was introduced at a regular meeting of the City Council of the City of Eastvale held on the 9th day of April, 2014 and was finally passed by the City Council of the City of Eastvale at a regular meeting held the 23rd day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall

EXHIBIT A

Legal Description and Exhibit of Change of Zone No. 12-0750



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER & DANNY FELTENBERGER, CHIEF OF POLICE

SUBJECT: LEXISNEXIS eCRASH ELECTRONIC POLICE PORTAL SERVICES

RECOMMENDATION: APPROVE THE “LAW ENFORCEMENT AGENCY INFORMATION AGREEMENT LexisNexis® eCrash (ELECTRONIC POLICE RECORD PORTAL SERVICES)” WITH LEXISNEXIS CLAIMS SOLUTIONS, INC., AND THE “CROSSROADS SOFTWARE SERVICES AGREEMENT” WITH CROSSROADS SOFTWARE SERVICES, INC.

BACKGROUND:

The Public Works Department utilizes traffic incident reports in an on-going effort to make the City’s streets as safe as possible. Since incorporation, getting access to these reports has been limited due to the resources of the Sheriff’s Department. LexisNexis will provide the City and the residents of Eastvale with the opportunity to download the reports on request. This will allow for timely information and analysis. In addition, residents can help themselves to the reports electronically eliminating the need to travel to the Jurupa Valley Sheriff Station.

DISCUSSION:

Police and sheriff departments have responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents within their respective jurisdictions, which is referred to a “Crash Report.” The City, through its contract with the Riverside County Sheriff’s Department, is responsible for the management of this information.

LexisNexis is a national firm that organizes data and provides electronic access to data and public documents. LexisNexis provides, among other programs, extensive on-line access to appellate decisions and statutes for attorneys. As part of its business, LexisNexis has also developed and makes available to sheriff’s departments, a comprehensive solution to automate, maintain electronically, and disseminate Crash Reports in accordance with applicable laws and regulations.

It is recommended that the City approve the agreements with LexisNexis and CrossRoads Software that will implement a program to store and disseminate electronic versions of the Crash Reports prepared by the Sheriff's Department.

The Agreement with LexisNexis will provide the following for the City:

- Establish a communication protocol to electronically or manually transfer Crash Reports in a timely manner from Agency to LexisNexis for processing;
- Store and update, or otherwise maintain as appropriate, both the electronic image of the Crash Reports and the standardized data produced from each Crash Report;
- Process each on-line request from agency-authorized personnel on behalf of the Sheriff or other authorized law-enforcement entity and return an electronic image of the requested Crash Report at no charge to Agency Requestor, subject to availability of the requested Crash Report in the LexisNexis database repository of reports;
- Upon request and validation of a non-agency/non-law enforcement individual's permissible purpose for its request of a Crash Report from LexisNexis, provide an electronic version of the Crash Report and/or specific data extracted from the Crash Report, subject to the fee structure set forth in the Agreement, and subject to the availability of the requested Crash Report in the LexisNexis database repository of reports;
- Install on Sheriff's and City's mobile data terminals, laptops, or other application compatible mobile computing devices, the LexisNexis eCrash Application.

LexisNexis will be required to conform to all applicable state and federal laws relating to the confidentiality of certain information in the Crash Reports and the state laws relating to the distribution of Crash Reports.

The CrossRoads Agreement provides the City and the Sheriff with the necessary software to access the LexisNexis system.

The program to be provided by LexisNexis will be of great benefit to the City. The Public Works Department analyzes traffic accidents to determine if alteration to road facilities may be necessary. This program will make it much easier for Public Works to access this information and the analysis of traffic accident data. The public and insurance companies will be able to easily access reports for accidents in which they or their insureds may have been involved. The Sheriff's Department will be freed of the administrative burdens of responding to requests for the Crash Reports.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Lexis/Nexis Agreement
2. Crossroads Software Agreement

Prepared by: Captain Danny Feltenberger, Chief of Police
Reviewed by: Carol Jacobs, City Manager
John Cavanaugh, City Attorney

LAW ENFORCEMENT AGENCY INFORMATION AGREEMENT

LexisNexis® eCrash (Electronic Police Record Portal Services)

This LAW ENFORCEMENT AGENCY INFORMATION AGREEMENT ("**Agreement**") is dated _____ ("**Effective Date**") by and between **LexisNexis Claims Solutions Inc.** with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**LexisNexis**" or "**LN**"), and **City of Eastvale**, with an address for the purpose of this Agreement at 12363 Limonite Avenue, Suite 910, Eastvale CA 91752, ("**Agency**"). LexisNexis and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

WITNESSETH

WHEREAS, Agency is a general law city in the State of California with authority to provide law enforcement services within its boundaries and provides those services through a contract with the Riverside County Sheriff's Department; and

WHEREAS, The Agency through its contract with the Riverside County Sheriff's Department is responsible for the documentation, retention, and management of information and reporting related to vehicle accidents within its jurisdiction (each documented incident a "**Crash Report**" as used herein); and

WHEREAS, LexisNexis, as part of its business, has developed and makes available to police departments and similar law enforcement entities, a comprehensive solution to automate, maintain electronically, and disseminate as mutually agreed and in accordance with applicable laws and regulations, such Crash Reports;

NOW THEREFORE, in consideration of the promises made herein, the Parties agree as follows:

1. **PURPOSE.** This Agreement sets forth the terms and conditions under which LexisNexis shall provide to and/or on behalf of Agency, services as herein defined and as selected by Agency ("**Services**").

2. **SERVICES.**

2.1 LexisNexis agrees to provide the following Services to Agency subject to the provisions of this Agreement. Any change to the Services to be provided which occurs after the Effective Date must be made by amendment to this Agreement, signed by both Parties. LexisNexis shall provide the following as Agency's functionality allows:

- Establish a communication protocol to electronically or manually transfer Crash Reports in a timely manner from Agency to LexisNexis for processing;
- Store and update, or otherwise maintain as appropriate, both the electronic image of the Crash Reports and the standardized data produced from each Crash Report;
- Process each on-line request from agency-authorized personnel on behalf of Agency or other authorized law-enforcement entity (each an "**Agency Requestor**"), and return an electronic image of the requested Crash Report at no charge to Agency Requestor, subject to availability of the requested Crash Report in the LexisNexis database repository of reports;
- Upon request and validation of a non-agency/non-law enforcement individual's permissible purpose for its request of a Crash Report from LexisNexis (an "**Authorized Requestor**"), provide an electronic version of the Crash Report and/or specific data extracted from the Crash Report,

subject to the fee structure set forth herein, and subject to the availability of the requested Crash Report in the LexisNexis database repository of reports;

- LexisNexis will obtain Agency approved only reports/data from Crossroads Software, Inc., as provided by Agency, through a third party interface as permitted under this Agreement.

Other Services:

Agency agrees to submit all approved, releasable collision reports to LexisNexis which may have been written outside the Crossroads application or on paper to LexisNexis, for Online Dissemination to authorized parties, as permitted under this Agreement. LexisNexis will data enter collision report elements and export the daily file to Crossroads Software, Inc. for its input to Agency's Crossroads' analytical software application for the Agency's analysis needs. Agency acknowledges that LexisNexis will obtain Agency approved only reports/data written in Crossroads Software, Inc., through the existing secure interface between Crossroads and LexisNexis as permitted under this Agreement.

3. DISTRIBUTION. Except as prohibited by this Agreement or by law, LexisNexis may distribute the Crash Reports and/or data contained therein to any individual or legal entity with permissible purpose (including distribution to certain recipients for use in their respective vehicle history reports).

4. FEES:

4.1 There will be no cost or fee to Agency for LexisNexis to implement the Services as set forth above and selected by Agency, or to provide to an Agency Requestor, copies of Agency's contributed Crash Reports.

4.2 Except for electronic versions of Crash Reports requested directly by an "**Agency Requestor**", which are furnished to the Agency Requestor free of charge, LexisNexis will collect on behalf of Agency and remit to Agency using the process as herein defined, an "**Agency Fee**" in the amount of \$13.00 for each Crash Report provided by LexisNexis to an Authorized Requestor. On a monthly basis, LexisNexis will electronically transfer to Agency's designated account, the total amount of the applicable Agency Fees collected by LexisNexis during the previous month. In addition, LexisNexis will provide a monthly report to Agency of the number of Crash Reports provided on its behalf.

4.3 Where permitted by law, LexisNexis will charge in addition to the applicable Agency Fee for each Crash Report provided to an Authorized Requestor that is not an Agency Requestor, a "**Convenience Fee**", which shall be retained by LexisNexis. The amount of the Convenience Fee shall be established by LexisNexis at its discretion, but in no event shall it exceed the amount a provider may legally charge to an Authorized Requestor.

5. TERMS AND CONDITIONS.

5.1. Term. This Agreement shall commence on the Effective Date and shall continue in force for thirty-six (36) months ("**Initial Term**") unless earlier terminated as provided herein. Thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods (each such 12-month period being a "**Renewal Term**," and the Initial Term and any Renewal Terms together constituting the "**Term**" of this Agreement).

5.2. Termination.

5.2.1 Either Party may terminate this Agreement for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed.

5.2.2 Either party may terminate this Agreement for its convenience, for any reason, without or without cause, on (10) business days prior written notice to the other.

5.3. Effect of Termination. Upon termination or expiration of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, LexisNexis

shall provide to Agency, access to those Crash Reports provided to LexisNexis by Agency and Agency may download and/or copy such Crash Reports and turn over or destroy all of the Crash Reports in its possession and certify same to Agency. Notwithstanding anything to the contrary in this Agreement, LexisNexis shall not be required to delete electronic Crash Reports stored in back-up/archival storage in accordance with its policies, and subject to other provisions set forth in this Agreement, to the extent required to comply with applicable legal and regulatory requirements.

5.4. Agency's Limited Usage Rights/Restrictions.

5.4.1 LexisNexis hereby grants to Agency, limited rights to use the Services as herein defined solely for Agency's performance of its legal and permitted obligations. Agency represents and warrants that all of Agency's use of the Services shall be for only its legitimate legal and permitted obligations. Agency further warrants and represents that it will comply with all applicable state, federal, and international laws, statutes, ordinances and regulations regarding Agency's use of the Services, including: (i) compliance with state-specific restrictions in regard to its access and use of Crash Reports and/or police records; and (ii) compliance with permitted rights to obtain and use any information contained in the Services that is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Services and will recertify upon request by LexisNexis. Social Security Numbers may be available hereunder as part of Crash Reports and/or related data provided from certain states (five (5) such states as of this writing include Social Security Numbers as part of their data). However, Agency acknowledges that, under the Agreement, LexisNexis will not provide Social Security Numbers to Agency, and, should Agency require Social Security Numbers in connection with its legal and permitted use of the Services hereunder, Agency should contact **LexisNexis Agency Service at 1-866-215-2771** for assistance. The Services provided pursuant to the Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in connection with any purpose for which a consumer report may be used under the FCRA or any similar state statute, or for commercial solicitation purposes (which use is strictly prohibited).

5.4.2 In addition, Agency shall not: (i) use the Services for marketing purposes or resell or broker the Services to any third party; (ii) use the Services for personal (non-business) purposes; (iii) use the Services to provide data processing services to third parties or evaluate data of or for third parties; (iv) use the Services to create a competing product; (v) create a direct link from another web site to the LexisNexis web site through which the Services are accessed (the "Site"); (vi) harvest, post, transmit, copy, modify, create derivative works from, or distribute anything obtained or downloaded by Agency from the Site; (vii) upload or transmit through the Site any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of the Site or its end-users; (viii) use any "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy, scrape, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials or information through any means not purposefully made available through the Site; (ix) use any device, application, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any person's authorized use of this Site; (x) attempt to gain unauthorized access to any portions of this Site, other accounts, computer systems or networks connected to any of LexisNexis's equipment and/or servers through hacking, password mining or other means; (xi) access the Services from Internet Protocol addresses located outside of the United States and its territories without LexisNexis's prior written approval; or (xii) obtain or attempt to obtain, materials or information through any means not intentionally made available through the Site (collectively, "Agency's Use Restrictions"). Agency's unauthorized modification, tampering or change of any information, or any interference with the availability of or access to the Site is strictly prohibited and LexisNexis may immediately terminate this Agreement in the event such modification, tampering, change or interference occurs.

5.4.3 LexisNexis may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services or certain data that may be the result of a modification in LexisNexis policy, a modification

of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LexisNexis to Agency of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify LexisNexis in writing of its inability to comply within ten (10) days after receipt of LN's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of contract.

5.5. No Intent to Grant a Change in Ownership. Other than as provided under this Agreement, neither Party grants to the other Party any additional rights hereunder. Nothing herein shall operate to grant any change or transfer in ownership rights related to a Party's property, data or Intellectual Property. LexisNexis shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Crash Reports.

5.6. LexisNexis Ownership. LexisNexis retains ownership and all Intellectual Property rights in its eCrash application, including but not necessarily limited to: the systems, applications, data schemas, coding processes, data transfer routines, and aggregation routines used to obtain, key, store, reduce to template format, reproduce, make available via web access, and provide to requestors, Agency's Crash Reports and data keyed therefrom (collectively "**LexisNexis® eCrash**", or "**eCrash**"). Further, LexisNexis retains ownership and all rights in the software and documentation related to the foregoing, as well as the architecture, processes, methods, the data contributed by LexisNexis and/or its suppliers for eCrash, and any residuals (technical information, ideas, concepts, and techniques or know-how in an intangible form retained by LexisNexis personnel who develop, install or implement eCrash), ownership of which shall vest exclusively in LexisNexis.

5.7. Confidential Information. Confidential information includes all information relating to the disclosing party's business, including, without limitation, technical, business, financial, customer and product information, product development plans, forecasts, strategies and related information, computer programs, source code, technical drawings, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics and other information (whether written or oral), to the extent disclosed to the receiving party ("**Confidential Information**"). "Confidential Information" does not include Crash Reports. Each Party and its Agents shall protect the security, integrity and confidentiality of Confidential Information and shall not permit unauthorized access to, or unauthorized use, disclosure, publication or dissemination of such Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to take all reasonable precautions to protect such Confidential Information to the same degree it uses such precautions to protect its own Confidential Information. The obligations of this Agreement with regard to Confidential Information that is not a trade secret under applicable law or personal information shall continue in effect for the Term and for a period of three (3) years after the expiration or termination of the Agreement. The obligations of this Agreement with regard to Confidential Information that is a trade secret under applicable law shall continue in effect for so long as such information constitutes a trade secret under applicable law.

5.8. Security. Agency acknowledges that the information available through the Services may include personally identifiable information, including but not limited to, social security numbers, driver's license numbers or dates of birth "**PII**"), and Agency will keep all such PII confidential and secure. Accordingly, Agency shall (a) restrict access to the Services and reports obtained pursuant thereto to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall obtain and/or use any information from the Services for personal reasons, or transfer any information received through the Services to any party except as permitted by law and pursuant to the Agreement; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) take all commercially reasonable measures to prevent unauthorized access to, or use of, the Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) be capable of receiving the Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LexisNexis; (g) not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LexisNexis; and (h) take all steps to

protect their networks and computer environments, or those used to access the Services, from compromise.

5.9. Security Event. Agency will implement policies and procedures to prevent unauthorized use of User IDs and the Services. Agency will immediately notify LexisNexis, in writing to: *LexisNexis Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005* and by email to security.investigations@lexisnexis.com, and by phone at (1-888-872-5375), if Agency suspects, has reason to believe or confirms that a User ID or the Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than Agency's legitimate legal and permitted obligations. Agency shall be solely liable for all costs associated with Agency's failure to prevent such impermissible use or access of User IDs and/or the Services, and any actions required as a result thereof. Furthermore, in the event that the Services provided to the Agency include PII as herein defined, the following shall apply: Agency acknowledges that, upon unauthorized acquisition or access of or to LN-provided PII while under Agency's control, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Agency shall, in compliance with law and at its own expense, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LexisNexis's reasonable discretion. Agency agrees that such notification shall not reference LexisNexis or the product through which the data was provided, nor shall LexisNexis be otherwise identified or referenced in connection with the Security Event, without LexisNexis's express written consent. Agency shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Agency shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent allowable under applicable law, shall indemnify LexisNexis from such claims brought against LexisNexis. Agency shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LexisNexis for review and approval prior to distribution.

5.10. LexisNexis Options.

5.10.1 Agency agrees that, if LexisNexis determines or reasonably suspects that: (i) Agency is violating any of Agency's Use Restrictions or other material provision of the Agreement; (ii) Agency is violating any laws or regulations applicable to this Agreement; or (iii) Agency has experienced a Security Event (as herein defined), LexisNexis may, at its sole option, take immediate action up to and including, without limitation and without further obligation or liability of any kind, terminating Agency's account and/or the delivery of, and the license to use, the Services. Further, LexisNexis may at any time cease to provide Agency access to any Services or portions thereof which LexisNexis may deem, in LexisNexis's sole discretion, to be sensitive or restricted information.

5.11. Audit.

5.11.1 Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, LexisNexis's obligations under its contracts with its data providers, and LexisNexis's internal policies, LexisNexis may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LexisNexis will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

5.11.2 LexisNexis understands and agrees that, in order to ensure LexisNexis' compliance with the Agreement, as well as with applicable laws upon provision to LexisNexis of at least ten (10) days' advance written notice, Agency shall be permitted access to records and data solely related to LexisNexis' performance of its obligations under this Agreement. Notwithstanding the foregoing, the parties acknowledge that such access shall not include LexisNexis' systems or data pertaining to its other customers and services not associated with this Agreement and solely to the Services provided to Agency hereunder.

5.12. Representations and Warranties.

5.12.1 Agency represents and warrants to LexisNexis that (i) Agency is legally authorized and fully empowered to enter into this Agreement and to bind Agency to all obligations and responsibilities hereunder, and (ii) Agency is fully authorized to disclose Agency Crash Reports and related data to LexisNexis in accordance with this Agreement and applicable law and grant LexisNexis the rights to provide the Services as described herein.

5.12.2 In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any services, in strict conformance with all applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity.

5.12.3 Each person signing this Agreement represents and warrants that he or she has the necessary authority to bind the Party named therein to this Agreement (including any Exhibits hereto).

5.13. Limitation of Warranty/Liability.

5.13.1 Due to the nature of public record information, the public records and commercially available data sources used in the Services may contain errors and are generally not free from defect, nor are they a comprehensive compilation of the data. FOR PURPOSES OF THIS SECTION, "LEXISNEXIS" INCLUDES LEXISNEXIS AND ITS AFFILIATED, SUBSIDIARY, AND PARENT COMPANIES. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, LEXISNEXIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LEXISNEXIS SOLUTIONS AND SERVICES PROVIDED HEREUNDER AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

5.13.2 The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of their obligations hereunder (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of the Parties. This Agreement applies to any and all delivery methods used by LexisNexis to provide the Services, including but not limited to: online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available and which LexisNexis may utilize in performance of its obligations hereunder.

5.13.3 IN NO EVENT SHALL LEXISNEXIS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEXISNEXIS' ENTIRE LIABILITY SHALL NOT EXCEED \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS).

5.14. Indemnification. Solely to the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their officers, directors, employees, and Agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by i) violation of law in the performance of its obligations under this Agreement by the indemnifying party, its Affiliates, or the officers, Agents or employees of such party (the "**Indemnifying Parties**"); or ii) the gross

negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement, provided that the Indemnified Parties notifies the Indemnifying Parties promptly of any claims or suits.

5.15. Miscellaneous.

5.15.1 A Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, LexisNexis may assign its rights and obligations hereunder to a subsidiary, Affiliate of LexisNexis, a subcontractor, or to a successor who acquires the business and assets of LexisNexis, provided that entity agrees to be bound by the terms and conditions of this Agreement.

5.15.2 Neither Party will be deemed, by the lapse of time or otherwise, and without giving written notice to the other, to have waived any of its rights under this Agreement.

5.15.3 No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

5.15.4 All notices and demands required or permitted under this Agreement shall be in writing and shall be given (i) by actual delivery of the notice into the hands of the Party entitled to receive it, (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given upon signed receipt, (iii) by depositing such notice with any nationally recognized overnight carrier, in which case the notice shall be deemed to be given on the business day after it is so deposited, or (iv) by facsimile with confirmation of transmission and with a copy also sent by first class mail, in which case such notice shall be deemed to be given on the date of the facsimile confirmation. Either Party may change the address or fax number at which it will receive notices by providing written notice to the other party. All notices to a Party shall be addressed to the other party at the address set forth on the first page of this Agreement.

5.15.5 If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of this Agreement, legal and enforceable.

5.15.6 Notwithstanding, if applicable, any choice of laws provisions, this Agreement shall be deemed to have been executed in and governed by the laws of the State of California.

LEXISNEXIS CLAIMS SOLUTIONS, INC.

Name:
Position:

Name:
Position:

[Two corporate officers are required to sign this Agreement or furnish a corporate resolution authorizing the signer to execute this Agreement on behalf of LexisNexis.]

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

CITY OF EASTVALE

Ike Bootsma
Mayor

Attest:

Ariel M Hall
Assistant City Clerk

John Cavanaugh
City Attorney

Crossroads Software, Inc. Services Agreement

This Agreement dated this 23rd day of April, 2014

BETWEEN:

Crossroads Software, Inc., 210 W. Birch St. #207, Brea, CA 92821 (herein Crossroads) **AND**
City of Eastvale, (herein Eastvale): 12363 Limonite Avenue, Suite 910, Eastvale CA 91752.

RECITALS

WHEREAS, Eastvale is a general law city in the State of California with authority to provide law enforcement services within its boundaries and provides those services through a contract with the Riverside County Sheriff's Department; and

WHEREAS, Eastvale, through its contract with the Riverside County Sheriff's Department is responsible for the documentation, retention, and management of information and reporting related to vehicle accidents within its jurisdiction (each documented incident a "**Crash Report**" as used herein); and

WHEREAS, LexisNexis, as part of its business, has developed and makes available to police departments and similar law enforcement entities, a comprehensive solution to automate, maintain electronically, and disseminate as mutually agreed and in accordance with applicable laws and regulations, such Crash Reports; and

WHEREAS, Concurrently with this Agreement Eastvale has entered into that certain agreement entitled "Law Enforcement Agency Information Agreement LexisNexis eCrash (Electronic Police Record Portal System) for the collection and distribution of Crash Reports ("LexisNexis Agreement"); and

WHEREAS, it is necessary for Eastvale to use the services of Crossroads to appropriately and efficiently interface and upload the Crash Reports from the Riverside County Sheriff and Lexis/Nexis.

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Agreement, the parties involved agree as follows:

General Definitions and Terms

Crossroads' Responsibilities

1. Crossroads shall provide site licenses for the Collision Database System to all City and Sheriff's data devices. Crossroads will execute the Street Name Verification and

Geocoding of Eastvale's collision records and provide the updated information to Eastvale for use in their analysis functions in the Crossroads Collision Database System.

2. Crossroads shall provide ongoing maintenance and support for the Crossroads Collision Database System including updates to the most current versions as they become available.
3. The Crossroads Collision Database System shall upload approved collision reports daily to LexisNexis for Eastvale's use of the LexisNexis online report dissemination programs as provided for in the LexisNexis Agreement.

Eastvale's Responsibilities

4. Eastvale acknowledges that the Crossroads system will provide LexisNexis with the Eastvale approved collision reports for the purpose of electronic dissemination.
5. There is no cost to Eastvale for the services provided by Crossroads pursuant to this Agreement.

Crossroads Software, Inc. Services Agreement

Failure to Perform

6. There will be no liability to either party for a force majeure situation. Whether from a force majeure or other reason for failure to perform, neither party shall be responsible to the other party for any damages other than the obligations set forth in this Agreement. In no event will either party be liable for incidental or consequential damages.

Terms for Cancellation

7. This agreement may be terminated by either party, for any reason, with or without cause, at any time with 30 days written notice.
8. The term of this agreement shall be for one (1) year from April 23, 2014 to April 23, 2015. This Agreement shall automatically renew each year for one year unless terminated as provided in the preceding sentence.

Indemnification

9. Indemnification. Solely to the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their officers, directors, employees, and Agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by i) violation of law in the performance of its obligations under this Agreement, including without limitation, any infringement of intellectual property rights, by the indemnifying party, its Affiliates,

or the officers, Agents or employees of such party (the “**Indemnifying Parties**”); or ii) the negligence, wrongful conduct, or willful misconduct of the Indemnified Parties during the term of this Agreement, provided that the Indemnified Parties notifies the Indemnifying Parties promptly of any claims or suits. Notwithstanding any other provision of this Agreement, there is no limit on the amount of a party’s liability under this Paragraph. This Paragraph shall survive termination of this Agreement for any reason.

Confidential Information

10. Confidential Information. Confidential information includes all information relating to the disclosing party’s business, including, without limitation, technical, business, financial, customer and product information, product development plans, forecasts, strategies and related information, computer programs, source code, technical drawings, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics and other information (whether written or oral), to the extent disclosed to the receiving party (“**Confidential Information**”). “Confidential Information” includes Crash Reports. Each Party and its Agents shall protect the security, integrity and confidentiality of Confidential Information and shall not permit unauthorized access to, or unauthorized use, disclosure, publication or dissemination of such Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to take all reasonable precautions to protect such Confidential Information to the same degree it uses such precautions to protect its own Confidential Information. The obligations of this Agreement with regard to Confidential Information that is not a trade secret under applicable law or personal information shall continue in effect for the Term and for a period of three (3) years after the expiration or termination of the Agreement. The obligations of this Agreement with regard to Confidential Information that is a trade secret under applicable law shall continue in effect for so long as such information constitutes a trade secret under applicable law.

Notices

11. All Notices shall be made in writing and shall be sent by personal delivery, first class mail, return receipt requested, overnight express, or facsimile. Notices may be sent to the following addresses:

Eastvale:
City of Eastvale
12363 Limonite Avenue, Suite 910,
Eastvale , CA 91752
Attention City Manager

Crossroads:
Crossroads Software, Inc.
210 W. Birch St. #270
Brea, CA 92821

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

CROSSROADS SOFTWARE, INC.

Name:

Position:

Name:

Position:

[Two corporate officers are required to sign this Agreement or furnish a corporate resolution authorizing the signer to execute this Agreement on behalf of Crossroads Software, Inc.]

CITY OF EASTVALE

Ike Bootsma
Mayor

Attest:

Ariel M Hall
Assistant City Clerk

John Cavanaugh
City Attorney



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: TREASURER'S REPORT – QUARTER ENDED MARCH 31, 2014

RECOMMENDATION: RECEIVE AND FILE THE CITY TREASURER'S REPORT

BACKGROUND:

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

DISCUSSION:

With the recent additions to the City's investment portfolio, staff has developed a more detailed Investment Report to be presented to Council. The result are two schedules which will allow Council to review the total cash available to the City and to review the types of investments that the City of Eastvale holds and the pertinent details of those investments.

Schedule 1, Schedule of Investments, includes a breakdown of the City's investments by "Active" or "Inactive" Deposits. "Active Deposits" are those accounts which receive revenues, whereas "Inactive Deposits" are available for use but are not earning revenues. Moreover, the City's investments are presented at par value (face value), book value, and market value and with all supplemental information as required by the City's investment policy.



City of Eastvale

City Council Meeting Agenda

Staff Report

Schedule 2, Dash Board Report Card, consists of four sections:

- I. Cash Flow – This section compares the Active and Inactive Deposits at June 30 for the prior two fiscal years and the three months for the current quarter. Additionally, this section shows the change in Active Deposits from each of the compared periods.
- II. Liquidity Calculation – Liquidity is amount of capital that is available for investment or spending. Liquidity is determined by means of a calculation using monthly cash balances and expenditures reduced by reserve requirements.
- III. Portfolio Diversification – This section reflects the diversification of the City of Eastvale’s portfolio by both type of instrument and length of maturity.
- IV. Portfolio Performance Measures – The section gives a comparison of the City’s investment yields compared to various treasury benchmarks. This section also compares budget to actuals in the area of interest earned.

The City of Eastvale’s Schedule of Investments is in compliance with the City’s Investment Policy. The City has sufficient funds to meet its expenditure requirements for the next six months. Total cash and investments at March 31, 2014 is \$30,790,331.31.

FISCAL IMPACT:

No budget or fiscal impact.

ATTACHMENTS:

1. Schedule of Investments – March 31, 2014
2. Dash Board Report Card – March 31, 2014

Prepared by: Joann Gitmed

Reviewed by: Terry Shea, Finance Director

Carol Jacobs, City Manager

John Cavanaugh, City Attorney



**City of Eastvale
Schedule of Investments
As of March 31, 2014**

Institution	Par Value	Book Value Price @ Cost	(Fair Value) Market Value	Accrued Interest	Yield	Purchase Date	Maturity Date
<u>ACTIVE DEPOSITS</u>							
<i>Money Market Accounts:</i>							
Citizens Business Bank - Money Market	\$ 2,907,502.54	\$ 2,907,502.54	\$ 2,907,502.54		0.350%	N/A	N/A
Total Money Market	\$ 2,907,502.54	\$ 2,907,502.54	\$ 2,907,502.54		0.350%		
<i>Pooled Investment Accounts:</i>							
Local Agency Investment Fund	\$ 20,659,662.78	\$ 20,659,662.78	\$ 20,665,604.91		0.257%	N/A	N/A
Total Pooled Investment	\$ 20,659,662.78	\$ 20,659,662.78	\$ 20,665,604.91		0.257%		
<i>Certificates of Deposit:</i>							
Ally Bk Midvale Utah CD	\$ 249,000.00	\$ 249,000.00	\$ 249,136.95	\$ 28.41	0.700%	09/18/13	03/25/15
ST Bk of India CD New York NY CD	\$ 248,000.00	\$ 248,000.00	\$ 248,376.96	\$ 45.82	0.850%	09/18/13	09/23/15
GE Cap Bk Salt Lake City UT CD	\$ 248,000.00	\$ 248,000.00	\$ 248,265.36	\$ 66.71	0.900%	09/18/13	03/21/16
Discover Bk Greenwood DE CD	\$ 248,000.00	\$ 248,000.00	\$ 248,451.36	\$ 48.52	1.200%	09/18/13	09/26/16
Beal Bank USA Las Vegas NV CD	\$ 249,000.00	\$ 249,000.00	\$ 248,574.21	\$ 352.29	0.500%	12/11/13	06/17/15
Sallie Mae Bank Salt Lake City UT CD	\$ 248,000.00	\$ 248,000.00	\$ 247,942.96	\$ 786.92	1.050%	12/04/13	12/12/16
Firstbank PR Santurce CD	\$ 249,000.00	\$ 249,000.00	\$ 249,079.68	\$ 90.36	0.750%	12/05/13	12/14/15
Flushing Bank NY CD	\$ 249,000.00	\$ 249,000.00	\$ 249,219.12	\$ 80.32	0.750%	12/11/13	06/30/16
Rollstone Bank Fitchburg MA CD	\$ 249,000.00	\$ 249,000.00	\$ 248,713.65	\$ 249.68	0.550%	01/14/14	01/25/16
BMW Bank NA Salt Lake City UT CT	\$ 249,000.00	\$ 249,000.00	\$ 248,462.16	\$ 154.76	0.500%	02/10/14	02/16/16
Doral Bk Catano PR CD	\$ 249,000.00	\$ 249,000.00	\$ 248,412.36	\$ 201.19	0.650%	02/10/14	08/15/16
Bank Baroda New York NY CD	\$ 248,000.00	\$ 248,000.00	\$ 247,508.96	\$ 500.11	1.000%	01/14/14	01/17/17
GE Cap Ret Bk Draper UT CD	\$ 248,000.00	\$ 248,000.00	\$ 247,330.40	\$ 323.70	1.050%	02/10/14	02/17/17
Goldman Sachs New York NY CD	\$ 248,000.00	\$ 248,000.00	\$ 247,084.88	\$ 84.91	1.050%	03/11/14	03/20/17
Total Certificates of Deposit	\$ 3,479,000.00	\$ 3,479,000.00	\$ 3,476,559.01	\$ 3,013.70			
<u>ACTIVE DEPOSITS TOTAL</u>	\$ 27,046,165.32	\$ 27,046,165.32	\$ 27,049,666.46		0.340%		
<u>INACTIVE DEPOSITS</u>							
<i>Checking Account:</i>							
Citizens Business Bank - Checking		\$ 3,744,165.99	\$ 3,744,165.99		0.000%	N/A	N/A
Total		\$ 3,744,165.99	\$ 3,744,165.99		0.000%		
<u>INACTIVE DEPOSITS TOTAL</u>		\$ 3,744,165.99	\$ 3,744,165.99				
<u>GRAND TOTAL CASH</u>		\$ 30,790,331.31	\$ 30,793,832.45				

Per Government Code requirements, the Investment Report is in compliance with the City of Eastvale's Investment Policy, and there are adequate funds available to meet budgeted and actual expenditures for the next six months.

Joann Gitmed, Deputy Finance Director
4/11/2014



City of Eastvale
Dash Board Report Card
As of March 31, 2014

	JUNE FY 2011-12	JUNE FY 2012-13	SEPTEMBER FY 2013-14	DECEMBER FY 2013-14	MARCH FY 2013-14
I. CASH FLOW					
ACTIVE DEPOSITS					
Book Value Price @ Cost					
Citizen's Business Bank - Money Market	\$ 2,512,811.79	\$ 2,002,074.26	\$ 2,003,363.54	\$ 2,405,060.24	\$ 2,907,502.54
LAIF	\$ 2,005,200.42	\$ 13,028,238.96	\$ 18,036,149.74	\$ 20,147,429.80	\$ 20,659,662.78
Treasury Bills	\$ -	\$ -	\$ -	\$ -	\$ -
CD - Ally Bk Midvale Utah CD	\$ -	\$ -	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00
CD - ST Bk of India CD New York NY CD	\$ -	\$ -	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00
CD - GE Cap Bk Salt Lake City UT CD	\$ -	\$ -	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00
CD - Discover Bk Greenwood DE CD	\$ -	\$ -	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00
CD - Beal Bank USA Las Vegas NV CD	\$ -	\$ -	\$ -	\$ 249,000.00	\$ 249,000.00
CD - Firstbank PR Santurce CD	\$ -	\$ -	\$ -	\$ 249,000.00	\$ 249,000.00
CD - Flushing Bank NY CD	\$ -	\$ -	\$ -	\$ 249,000.00	\$ 249,000.00
CD - Sallie Mae Bank Salt Lake City UT CD	\$ -	\$ -	\$ -	\$ 248,000.00	\$ 248,000.00
CD - Rollstone Bank Fitchburg MA CD	\$ -	\$ -	\$ -	\$ -	\$ 249,000.00
CD - Bank Baroda New York NY	\$ -	\$ -	\$ -	\$ -	\$ 248,000.00
CD - BMW Bank NA Salt Lake City UT	\$ -	\$ -	\$ -	\$ -	\$ 249,000.00
CD - Doral Bank Catano PR	\$ -	\$ -	\$ -	\$ -	\$ 249,000.00
CD - GE Cap Ret Bk Draper UT	\$ -	\$ -	\$ -	\$ -	\$ 248,000.00
CD - Goldman Sachs New York NY	\$ -	\$ -	\$ -	\$ -	\$ 248,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
ACTIVE DEPOSIT TOTALS	\$ 4,518,012.21	\$ 15,030,313.22	\$ 21,032,513.28	\$ 24,540,490.04	\$ 27,046,165.32
INACTIVE DEPOSITS					
Citizen's Business Bank - Checking	\$ 9,686,775.11	\$ 9,995,584.38	\$ 5,445,897.23	\$ 3,746,100.13	\$ 3,744,165.99
INACTIVE DEPOSITS TOTALS	\$ 9,686,775.11	\$ 9,995,584.38	\$ 5,445,897.23	\$ 3,746,100.13	\$ 3,744,165.99
GRAND TOTAL CASH	\$ 14,204,787.32	\$ 25,025,897.60	\$ 26,478,410.51	\$ 28,286,590.17	\$ 30,790,331.31
Change in Active Deposits from Prior Period	\$ 2,012,905.01	\$ 10,512,301.01	\$ 993,425.28	\$ 995,535.85	\$ 2,505,675.28

II. LIQUIDITY CALCULATION

Liquidity	\$ 20,019,665.87	\$ 23,072,975.20	\$ 24,966,965.60
Average Cash Balance	\$ 21,508,925.72	\$ 24,106,594.07	\$ 26,780,588.51
Emergency Reserve (to be established by policy)	\$ 4,255,067.28	\$ 8,775,209.02	\$ 8,956,376.73
Six Month Cash Reserve	\$ 8,510,134.55	\$ 8,775,209.02	\$ 8,956,376.73
Available Reserve for Longer Term Investment	\$ 12,522,378.73	\$ 15,765,281.02	\$ 18,089,788.60

III. PORTFOLIO DIVERSIFICATION

DIVERSIFICATION BY INSTRUMENT

Money Market	55.62%	13.32%	9.53%	9.80%	10.75%
LAIF	44.38%	86.68%	85.75%	82.10%	76.39%
Treasury Bills	0.00%	0.00%	0.00%	0.00%	0.00%
Certificates of Deposit	0.00%	0.00%	4.72%	8.10%	12.86%
	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>



**City of Eastvale
Dash Board Report Card
As of March 31, 2014**

	JUNE FY 2011-12	JUNE FY 2012-13	SEPTEMBER FY 2013-14	DECEMBER FY 2013-14	MARCH FY 2013-14
DIVERSIFICATION BY MATURITY					
Less Than 90 Days	100.00%	100.00%	95.28%	91.90%	87.14%
90 Days (13 Weeks)	0.00%	0.00%	0.00%	0.00%	0.00%
Six Months (26 Weeks)	0.00%	0.00%	0.00%	0.00%	0.00%
One Year (52 Weeks)	0.00%	0.00%	0.00%	0.00%	0.92%
Two Years (104 Weeks)	0.00%	0.00%	2.36%	4.05%	5.52%
Three Years (156 Weeks)	0.00%	0.00%	2.36%	4.05%	6.43%
	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>

IV. PORTFOLIO PERFORMANCE MEASURES

Yield at Cost Month	0.319%	0.250%	0.287%	0.303%	0.000%
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BENCHMARKS

6 Month CD	0.49	0.26	0.46	0.40	0.40
1 Year CD	0.32	0.67	0.72	0.69	0.82
90 Day T-Bill	0.09	0.05	0.02	0.07	0.05
2 Year Treasury	0.31	0.33	0.40	0.34	0.33
10 Year Treasury	1.64	2.30	2.81	2.90	2.71

Annual Interest Budget	\$ 88,559.00	\$ 16,990.00	\$ 25,129.00	\$ 25,129.00	\$ 25,129.00
Money Market	\$ 7,704.59	\$ 5,794.21	\$ 425.28	\$ 575.85	\$ 864.03
Treasury Bills	\$ -	\$ -	\$ -	\$ -	\$ -
Certificate of Deposits	\$ -	\$ -	\$ 167.58	\$ 1,058.68	\$ 4,778.80
LAIF	\$ 6,981.49	\$ 29,168.25	\$ -	\$ -	\$ -
LAIF Mark to Market	\$ -	\$ -	\$ -	\$ -	\$ -
Total Period Interest Earned	\$ 14,686.08	\$ 34,962.46	\$ 592.86	\$ 1,634.53	\$ 5,642.83
Total YTD Interest Earned	\$ 14,686.08	\$ 34,962.46	\$ 1,456.86	\$ 17,063.81	\$ 37,035.58
Over/(Under) Annual Budget	\$ (73,872.92)	\$ 17,972.46	\$ (23,672.14)	\$ (8,065.19)	\$ 11,906.58
% of Annual Budget	16.583%	205.783%	5.798%	67.905%	147.382%



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

**SUBJECT: STATEMENT OF REVENUE & EXPENSE (UNAUDITED) –
MARCH 2014**

RECOMMENDATION: RECEIVE AND FILE

BACKGROUND:

The Statement of Revenue and Expense (unaudited) for the month of March 2014 are included for review.

DISCUSSION:

Receive and file the Statement of Revenue & Expense (unaudited) for the month of March 2014.

FISCAL IMPACT:

No budget or fiscal impact.

ATTACHMENTS:

1. Statement of Revenue and Expenditures (unaudited) 03/01/2014 – 03/31/2014

Prepared by: Joann Gitmed

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

General Ledger
 UNAUDITED STATEMENT OF
 REVENUES AND
 EXPENDITURES



User: jgitmed
 Printed: 04/14/14 10:39:07
 Period 09 - 09
 Fiscal Year 2014

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
100	GENERAL FUND						
	Revenue						
100-000-4000	BASE PROPERTY TAX (S)	1,758,144.00	4,150.77	882,871.40	0.00	875,272.60	50.22
100-000-4010	BASE PROPERTY TAX (U)	0.00	0.00	82,707.90	0.00	-82,707.90	0.00
100-000-4030	OTHER PROPERTY TAX	0.00	0.00	25,745.96	0.00	-25,745.96	0.00
100-000-4040	HO-S EXEMPTION REIMB	0.00	0.00	13,039.70	0.00	-13,039.70	0.00
100-000-4050	REAL PROPERTY TRANS TAX	336,000.00	24,228.98	254,772.72	0.00	81,227.28	75.83
100-000-4070	PROPERTY TAX 2345CURSUP	0.00	3,780.64	7,209.41	0.00	-7,209.41	0.00
100-000-4071	PROPERTY TAX 2345PYSUP	0.00	1,830.35	7,073.61	0.00	-7,073.61	0.00
	PROPERTY TAX	2,094,144.00	33,990.74	1,273,420.70	0.00	820,723.30	60.81
100-000-4100	SALES & USE TAX	5,150,000.00	469,274.34	4,333,096.38	0.00	816,903.62	84.14
100-000-4150	FRAN FEE - CABLE TV	400,000.00	0.00	172,595.74	0.00	227,404.26	43.15
100-000-4151	FRAN FEE - ELECTRIC	300,000.00	106,970.60	272,349.32	0.00	27,650.68	90.78
100-000-4152	FRAN FEE - REFUSE DISPOSA	410,000.00	0.00	249,839.41	0.00	160,160.59	60.94
100-000-4153	FRAN FEE - SO. CAL GAS	160,000.00	0.00	0.00	0.00	160,000.00	0.00
	SALES & OTHER TAX	6,420,000.00	576,244.94	5,027,880.85	0.00	1,392,119.15	78.32
100-000-4200	CONSTBLDG PERMIT FEE	201,650.00	77,527.94	345,488.97	0.00	-143,838.97	171.33
100-000-4203	FIRE PLAN CHECK FEE	0.00	-12,932.00	0.00	0.00	0.00	0.00
100-000-4210	PLANNING FIXED FEES	0.00	2,370.00	2,370.00	0.00	-2,370.00	0.00
100-000-4215	DEVELOPMENT FEES	1,563,525.00	0.00	1,480,761.37	0.00	82,763.63	94.71
100-000-4220	TECHNOLOGY FEES	27,800.00	0.00	0.00	0.00	27,800.00	0.00
100-000-4225	ENCROACHMENT FEES	0.00	9,937.00	16,221.26	0.00	-16,221.26	0.00
100-000-4250	BUSINESS REG FEES	18,000.00	22,959.00	49,494.00	0.00	-31,494.00	274.97
100-000-4251	RENTAL REG FEE	0.00	2,058.00	3,822.00	0.00	-3,822.00	0.00
100-000-4252	CASP FEE	0.00	434.00	746.40	0.00	-746.40	0.00
100-000-4255	ANIMAL CONTROL FEES	66,000.00	18,267.00	114,224.00	0.00	-48,224.00	173.07
100-000-4260	VACANT PROPERTY REGISTRATION	6,000.00	0.00	70.00	0.00	5,930.00	1.17
100-000-4265	FORECLOSED PROP REG FEE	0.00	20,489.00	58,454.41	0.00	-58,454.41	0.00
	LICENSES & PERMITS	1,882,975.00	141,109.94	2,071,652.41	0.00	-188,677.41	110.02
100-000-4400	MOTOR VEHICLE LICENSE FEES	37,000.00	0.00	29,146.37	0.00	7,853.63	78.77

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
	INTER-GOVERNMENTAL - STATE	37,000.00	0.00	29,146.37	0.00	7,853.63	78.77
100-000-4503	ABANDONED VEHICLE ABATEMENT	0.00	0.00	442.31	0.00	-442.31	0.00
	INTER-GOVERNMENTAL - COUNTYOT	0.00	0.00	442.31	0.00	-442.31	0.00
100-000-4300	COURT, VEHICLE & PARKING FEES	140,000.00	26,344.99	155,245.61	0.00	-15,245.61	110.89
100-000-4301	VEHICLE IMPOUND FEES	21,600.00	4,877.00	22,293.00	0.00	-693.00	103.21
100-000-4380	PROPERTY DAMAGE REIMBURSEMENT	0.00	0.00	3,039.35	0.00	-3,039.35	0.00
	FINES & FORFEITURES	161,600.00	31,221.99	180,577.96	0.00	-18,977.96	111.74
100-000-4600	INTEREST INCOME	12,000.00	5,642.83	21,545.28	0.00	-9,545.28	179.54
	USE OF MONEYPROPERTY	12,000.00	5,642.83	21,545.28	0.00	-9,545.28	179.54
100-000-4750	CONTRIBUTIONS	0.00	1,176.00	4,495.14	0.00	-4,495.14	0.00
	OTHER INCOME	0.00	1,176.00	4,495.14	0.00	-4,495.14	0.00
100-000-4390	ADMINISTRATIVE FEE	0.00	175.00	1,188.15	0.00	-1,188.15	0.00
100-000-4395	COPIES	0.00	76.00	91.02	0.00	-91.02	0.00
	CHARGES FOR SERVICES	0.00	251.00	1,279.17	0.00	-1,279.17	0.00
	Revenue	10,607,719.00	789,637.44	8,610,440.19	0.00	1,997,278.81	81.17
	Expense						
100	CITY COUNCIL						
100-100-6020	SALARIES & WAGES - PART-TIME	24,000.00	2,000.00	15,600.00	0.00	8,400.00	65.00
	SALARIES & WAGES	24,000.00	2,000.00	15,600.00	0.00	8,400.00	65.00
100-100-6120	MEDICARE	348.00	29.00	226.19	0.00	121.81	65.00
100-100-6150	INSURANCE - HEALTH	36,000.00	2,584.54	24,424.48	0.00	11,575.52	67.85
100-100-6155	INSURANCE - WORKERS COMP	6,861.00	944.36	5,047.92	0.00	1,813.08	73.57
100-100-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	1,200.00	124.00	851.98	0.00	348.02	71.00
		44,409.00	3,681.90	30,550.57	0.00	13,858.43	68.79
100-100-6240	MEETINGS & CONFERENCES	13,650.00	400.00	4,025.00	0.00	9,625.00	29.49
100-100-6245	TRAVELLODGING	6,950.00	149.29	2,112.65	0.00	4,837.35	30.40
100-100-6250	MILEAGE REIMBURSEMENT	2,740.00	89.04	724.87	0.00	2,015.13	26.46
	STAFF DEVELOPMENT	23,340.00	638.33	6,862.52	0.00	16,477.48	29.40
100-100-6415	COMMUNITY PROMOTION	1,000.00	0.00	0.00	0.00	1,000.00	0.00
100-100-6428	MEMBERSHIPS DUES	42,350.00	0.00	29,158.30	0.00	13,191.70	68.85
	PROF AND CONT SVCS	43,350.00	0.00	29,158.30	0.00	14,191.70	67.26

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
100-100-6510	OFFICE SUPPLIES	0.00	0.00	36.71	0.00	-36.71	0.00
100-100-6512	OPERATINGDEPARTMENTAL SUPPLIE MTCE AND OPERATIONS	1,500.00	16.73	296.45	0.00	1,203.55	19.76
		1,500.00	16.73	333.16	0.00	1,166.84	22.21
100	CITY COUNCIL	136,599.00	6,336.96	82,504.55	0.00	54,094.45	60.40
110	CITY ATTORNEY						
100-110-6420	LEGAL	171,500.00	11,904.00	110,760.80	0.00	60,739.20	64.58
100-110-6421	LEGAL - SPECIAL PROJECTS PROF AND CONT SVCS	0.00	0.00	410.40	0.00	-410.40	0.00
		171,500.00	11,904.00	111,171.20	0.00	60,328.80	64.82
110	CITY ATTORNEY	171,500.00	11,904.00	111,171.20	0.00	60,328.80	64.82
120	CITY CLERK						
100-120-6010	SALARIES & WAGES - FULL-TIME	102,000.00	4,354.64	62,719.38	0.00	39,280.62	61.49
100-120-6020	SALARIES & WAGES - PART-TIME	5,040.00	120.56	120.56	0.00	4,919.44	2.39
100-120-6070	PAID IN LIEU OF ACCRUED TIME SALARIES & WAGES	0.00	0.00	359.27	0.00	-359.27	0.00
		107,040.00	4,475.20	63,199.21	0.00	43,840.79	59.04
100-120-6110	FICA	312.00	7.47	7.47	0.00	304.53	2.39
100-120-6120	MEDICARE	1,552.00	90.41	1,239.34	0.00	312.66	79.85
100-120-6130	PERS-EMPLOYER	12,240.00	435.78	5,850.16	0.00	6,389.84	47.80
100-120-6150	INSURANCE - HEALTH	36,000.00	2,112.47	24,144.03	0.00	11,855.97	67.07
100-120-6155	INSURANCE - WORKERS COMP	1,124.00	121.99	810.41	0.00	313.59	72.10
100-120-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	952.00	7.47	880.35	0.00	71.65	92.47
		52,180.00	2,775.59	32,931.76	0.00	19,248.24	63.11
100-120-6240	MEETINGS & CONFERENCES	2,760.00	0.00	1,248.62	0.00	1,511.38	45.24
100-120-6250	MILEAGE REIMBURSEMENT STAFF DEVELOPMENT	500.00	0.00	0.00	0.00	500.00	0.00
		3,260.00	0.00	1,248.62	0.00	2,011.38	38.30
100-120-6414	ADVERTISING	3,000.00	0.00	2,048.00	0.00	952.00	68.27
100-120-6428	MEMBERSHIPSDUES	335.00	0.00	355.00	0.00	-20.00	105.97
100-120-6495	OTHER CONTRACTUAL SERVICES PROF AND CONT SVCS	2,000.00	0.00	5,793.36	0.00	-3,793.36	289.67
		5,335.00	0.00	8,196.36	0.00	-2,861.36	153.63
100-120-6510	OFFICE SUPPLIES	1,000.00	103.65	995.14	0.00	4.86	99.51
100-120-6512	OPERATINGDEPARTMENTAL SUPPLIE MTCE AND OPERATIONS	1,100.00	281.81	475.97	0.00	624.03	43.27
		2,100.00	385.46	1,471.11	0.00	628.89	70.05

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
120	CITY CLERK	169,915.00	7,636.25	107,047.06	0.00	62,867.94	63.00
200	CITY MANAGER						
100-200-6010	SALARIES & WAGES - FULL-TIME	276,000.00	21,005.50	180,590.72	0.00	95,409.28	65.43
	SALARIES & WAGES	276,000.00	21,005.50	180,590.72	0.00	95,409.28	65.43
100-200-6110	FICA	0.00	0.00	0.01	0.00	-0.01	0.00
100-200-6120	MEDICARE	4,002.00	313.66	2,691.22	0.00	1,310.78	67.25
100-200-6130	PERS-EMPLOYER	33,120.00	1,936.14	16,707.68	0.00	16,412.32	50.45
100-200-6150	INSURANCE - HEALTH	36,000.00	5,056.02	21,560.50	0.00	14,439.50	59.89
100-200-6155	INSURANCE - WORKERS COMP	8,182.00	1,364.71	5,570.06	0.00	2,611.94	68.08
100-200-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	700.00	0.00	1,218.01	0.00	-518.01	174.00
		82,004.00	8,670.53	47,747.48	0.00	34,256.52	58.23
100-200-6230	PROFESSIONAL DEVELOPMENT	1,000.00	199.00	199.00	0.00	801.00	19.90
100-200-6240	MEETINGS & CONFERENCES	1,325.00	0.00	752.83	0.00	572.17	56.82
100-200-6245	TRAVEL LODGING	1,050.00	0.00	437.48	0.00	612.52	41.66
100-200-6250	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
	STAFF DEVELOPMENT	3,375.00	199.00	1,389.31	0.00	1,985.69	41.16
100-200-6416	PRINTING PUBLISHING	0.00	0.00	6.30	0.00	-6.30	0.00
100-200-6422	ECONOMIC DEVELOPMENT	75,250.00	392.57	1,794.21	10,438.82	73,455.79	2.38
100-200-6428	MEMBERSHIP DUES	2,560.00	0.00	1,850.00	0.00	710.00	72.27
100-200-6490	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
100-200-6495	OTHER CONTRACTUAL SERVICES	36,000.00	3,000.00	27,000.00	0.00	9,000.00	75.00
	PROF AND CONT SVCS	113,810.00	3,392.57	30,650.51	10,438.82	83,159.49	26.93
100-200-6510	OFFICE SUPPLIES	500.00	0.00	565.13	0.00	-65.13	113.03
100-200-6512	OPERATING DEPARTMENTAL SUPPLIE	2,500.00	378.66	520.14	0.00	1,979.86	20.81
	MTCE AND OPERATIONS	3,000.00	378.66	1,085.27	0.00	1,914.73	36.18
200	CITY MANAGER	478,189.00	33,646.26	261,463.29	10,438.82	216,725.71	54.68
210	FINANCE						
100-210-6010	SALARIES & WAGES - FULL-TIME	144,000.00	10,235.48	97,013.70	0.00	46,986.30	67.37
100-210-6020	SALARIES & WAGES - PART-TIME	45,000.00	1,817.34	14,452.20	0.00	30,547.80	32.12
	SALARIES & WAGES	189,000.00	12,052.82	111,465.90	0.00	77,534.10	58.98
100-210-6120	MEDICARE	2,741.00	164.36	1,740.11	0.00	1,000.89	63.48
100-210-6130	PERS-EMPLOYER	22,680.00	1,138.02	10,129.35	0.00	12,550.65	44.66

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
100-210-6150	INSURANCE - HEALTH	36,000.00	3,004.64	26,943.97	0.00	9,056.03	74.84
100-210-6155	INSURANCE - WORKERS COMP	1,985.00	212.55	1,150.50	0.00	834.50	57.96
100-210-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	1,050.00	142.61	1,282.00	0.00	-232.00	122.10
100-210-6220	SUBSCRIPTIONS & EDUC MATERIALS	175.00	1,106.95	1,301.95	0.00	-1,126.95	743.97
100-210-6230	PROFESSIONAL DEVELOPMENT	850.00	0.00	100.00	0.00	750.00	11.76
100-210-6240	MEETINGS & CONFERENCES	2,245.00	0.00	1,602.12	0.00	642.88	71.36
100-210-6245	TRAVELLODGING	900.00	0.00	197.50	0.00	702.50	21.94
100-210-6250	MILEAGE REIMBURSEMENT STAFF DEVELOPMENT	250.00	0.00	122.04	0.00	127.96	48.82
		4,420.00	1,106.95	3,323.61	0.00	1,096.39	75.19
100-210-6410	ACCOUNTING SERVICES	31,200.00	768.00	15,281.00	0.00	15,919.00	48.98
100-210-6411	AUDITING SERVICES	20,000.00	0.00	18,470.00	0.00	1,530.00	92.35
100-210-6416	PRINTINGPUBLISHING	750.00	0.00	597.27	0.00	152.73	79.64
100-210-6428	MEMBERSHIPDUES	970.00	110.00	1,405.00	0.00	-435.00	144.85
100-210-6485	PROP TAX ADMIN CHARGES	0.00	0.00	-535.13	0.00	535.13	0.00
100-210-6490	OTHER PROFESSIONAL SERVICES	5,000.00	195.45	3,636.41	0.00	1,363.59	72.73
100-210-6495	OTHER CONTRACTUAL SERVICES	18,400.00	975.00	148,855.06	0.00	-130,455.06	808.99
	PROF AND CONT SVCS	76,320.00	2,048.45	187,709.61	0.00	-111,389.61	245.95
100-210-6510	OFFICE SUPPLIES	2,000.00	205.41	958.60	0.00	1,041.40	47.93
100-210-6512	OPERATINGDEPARTMENTAL SUPPLIE	1,000.00	125.26	276.09	0.00	723.91	27.61
	MTCE AND OPERATIONS	3,000.00	330.67	1,234.69	0.00	1,765.31	41.16
100-210-6622	OFFICE EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
	CAPITAL OUTLAY	500.00	0.00	0.00	0.00	500.00	0.00
210	FINANCE	337,696.00	20,201.07	344,979.74	0.00	-7,283.74	102.16
220	PERSONNEL						
100-220-6220	SUBSCRIPTIONS & EDUC MATERIALS	40.00	146.81	146.81	0.00	-106.81	367.03
100-220-6230	PROFESSIONAL DEVELOPMENT STAFF DEVELOPMENT	5,000.00	497.00	646.00	0.00	4,354.00	12.92
		5,040.00	643.81	792.81	0.00	4,247.19	15.73
100-220-6414	ADVERTISING	250.00	0.00	682.50	0.00	-432.50	273.00
100-220-6428	MEMBERSHIPDUES	0.00	0.00	50.00	0.00	-50.00	0.00
100-220-6490	OTHER PROFESSIONAL SERVICES	1,100.00	0.00	482.00	0.00	618.00	43.82
	PROF AND CONT SVCS	1,350.00	0.00	1,214.50	0.00	135.50	89.96

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
100-220-6510	OFFICE SUPPLIES	250.00	326.06	326.06	0.00	-76.06	130.42
	MTCE AND OPERATIONS	250.00	326.06	326.06	0.00	-76.06	130.42
220	PERSONNEL	6,640.00	969.87	2,333.37	0.00	4,306.63	35.14
230	RISK MANAGMENT						
100-230-6155	INSURANCE - WORKERS COMP	0.00	-2,273.00	0.00	0.00	0.00	0.00
	BENEFITS	0.00	-2,273.00	0.00	0.00	0.00	0.00
100-230-6440	INSURANCE - GENERALLIABILITY	37,851.00	0.00	36,665.64	0.00	1,185.36	96.87
	PROF AND CONT SVCS	37,851.00	0.00	36,665.64	0.00	1,185.36	96.87
230	RISK MANAGMENT	37,851.00	-2,273.00	36,665.64	0.00	1,185.36	96.87
240	INFORMATION TECHNOLOGY						
100-240-6412	TECHNOLOGY SERVICES PROF AND CONT SVCS	103,270.00 103,270.00	2,723.99 2,723.99	98,329.17 98,329.17	1,000.00 1,000.00	4,940.83 4,940.83	95.22 95.22
100-240-6512	OPERATINGDEPARTMENTAL SUPPLIE	500.00	0.00	0.00	0.00	500.00	0.00
100-240-6590	OTHER EQUIPMENTSUPPLIES MTCE AND OPERATIONS	0.00 500.00	68.65 68.65	212.73 212.73	0.00 0.00	-212.73 287.27	0.00 42.55
100-240-6615	COMPUTER HARDWARESOFTWARE	0.00	0.00	5,611.70	1,879.44	-5,611.70	0.00
100-240-6622	OFFICE EQUIPMENT CAPITAL OUTLAY	35,000.00 35,000.00	64.90 64.90	3,464.32 9,076.02	0.00 1,879.44	31,535.68 25,923.98	9.90 25.93
240	INFORMATION TECHNOLOGY	138,770.00	2,857.54	107,617.92	2,879.44	31,152.08	77.55
250	PUBLIC INFORMATION OFFICE						
100-250-6010	SALARIES & WAGES - FULL-TIME	60,000.00	4,615.38	43,856.36	0.00	16,143.64	73.09
100-250-6040	OVERTIME SALARIES & WAGES	0.00 60,000.00	562.58 5,177.96	887.14 44,743.50	0.00 0.00	-887.14 15,256.50	0.00 74.57
100-250-6120	MEDICARE	870.00	96.82	844.52	0.00	25.48	97.07
100-250-6130	PERS-EMPLOYER	7,200.00	288.46	2,839.33	0.00	4,360.67	39.44
100-250-6150	INSURANCE - HEALTH	18,000.00	1,500.00	13,500.00	0.00	4,500.00	75.00
100-250-6155	INSURANCE - WORKERS COMP	630.00	98.88	507.26	0.00	122.74	80.52
100-250-6160	INSURANCE - STATE	350.00	0.00	434.00	0.00	-84.00	124.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
	UNEMPLOYMENT BENEFITS	27,050.00	1,984.16	18,125.11	0.00	8,924.89	67.01
100-250-6240	MEETINGS & CONFERENCES	2,115.00	575.00	575.00	0.00	1,540.00	27.19
100-250-6245	TRAVELLODGING	1,625.00	0.00	0.00	0.00	1,625.00	0.00
100-250-6250	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	4,240.00	575.00	575.00	0.00	3,665.00	13.56
100-250-6415	COMMUNITY PROMOTION	16,100.00	0.00	100.00	0.00	16,000.00	0.62
100-250-6416	PRINTINGPUBLISHING	5,000.00	0.00	1,283.04	0.00	3,716.96	25.66
100-250-6428	MEMBERSHIPDUES	1,140.00	0.00	1,140.00	0.00	0.00	100.00
	PROF AND CONT SVCS	22,240.00	0.00	2,523.04	0.00	19,716.96	11.34
100-250-6512	OPERATINGDEPARTMENTAL SUPPLIE	0.00	0.00	34.20	0.00	-34.20	0.00
	MTCE AND OPERATIONS	0.00	0.00	34.20	0.00	-34.20	0.00
250	PUBLIC INFORMATION OFFICE	113,530.00	7,737.12	66,000.85	0.00	47,529.15	58.14
290	GENERAL GOVERNMENT						
100-290-6472	RENTSLEASES-EQUIPMENT & VEHIC	7,900.00	1,143.62	6,175.37	0.00	1,724.63	78.17
100-290-6499	CONTINGENCY	32,522.00	0.00	0.00	0.00	32,522.00	0.00
	PROF AND CONT SVCS	40,422.00	1,143.62	6,175.37	0.00	34,246.63	15.28
100-290-6340	OFFICE EQUIPMENT REPAIR	500.00	0.00	0.00	0.00	500.00	0.00
100-290-6510	OFFICE SUPPLIES	5,000.00	7.23	1,678.24	0.00	3,321.76	33.56
100-290-6512	OPERATINGDEPARTMENTAL SUPPLIE	5,000.00	2,030.94	3,487.62	595.00	1,512.38	69.75
100-290-6514	POSTAGESHIPPING	3,300.00	837.77	1,393.08	0.00	1,906.92	42.21
100-290-6590	OTHER EQUIPMENTSUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
	MTCE AND OPERATIONS	13,800.00	2,875.94	6,558.94	595.00	7,241.06	47.53
100-290-6830	REVENUE NEUTRALITY PAYMENT	287,500.00	0.00	0.00	0.00	287,500.00	0.00
	DEBT SERVICE - PRINCIPAL	287,500.00	0.00	0.00	0.00	287,500.00	0.00
290	GENERAL GOVERNMENT	341,722.00	4,019.56	12,734.31	595.00	328,987.69	3.73
295	BUILDING & FACILITIES						
100-295-6460	JANITORIAL	2,600.00	210.00	1,890.00	0.00	710.00	72.69
100-295-6474	RENTSLEASES-LAND & BUILDINGS	76,000.00	6,384.80	56,853.60	0.00	19,146.40	74.81
100-295-6490	OTHER PROFESSIONAL SERVICES	420.00	215.00	510.00	0.00	-90.00	121.43
	PROF AND CONT SVCS	79,020.00	6,809.80	59,253.60	0.00	19,766.40	74.99
100-295-6310	BUILDING MAINTENANCE &	250.00	229.21	1,945.86	0.00	-1,695.86	778.34

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
	REPAIR						
100-295-6372	UTILITIES - ELECTRIC	5,400.00	361.31	3,586.38	0.00	1,813.62	66.41
100-295-6376	UTILITIES - TELEPHONE	10,500.00	678.00	6,104.26	0.00	4,395.74	58.14
	MTCE AND OPERATIONS	16,150.00	1,268.52	11,636.50	0.00	4,513.50	72.05
100-295-6622	OFFICE EQUIPMENT	1,200.00	0.00	0.00	0.00	1,200.00	0.00
	CAPITAL OUTLAY	1,200.00	0.00	0.00	0.00	1,200.00	0.00
295	BUILDING & FACILITIES	96,370.00	8,078.32	70,890.10	0.00	25,479.90	73.56
300	PLANNING						
100-300-6212	STIPENDS	4,800.00	700.00	1,800.00	0.00	3,000.00	37.50
100-300-6230	PROFESSIONAL	2,000.00	0.00	0.00	0.00	2,000.00	0.00
	DEVELOPMENT						
100-300-6240	MEETINGS & CONFERENCES	2,625.00	0.00	0.00	0.00	2,625.00	0.00
100-300-6245	TRAVEL LODGING	3,500.00	0.00	0.00	0.00	3,500.00	0.00
	STAFF DEVELOPMENT	12,925.00	700.00	1,800.00	0.00	11,125.00	13.93
100-300-6414	ADVERTISING	2,500.00	0.00	1,097.50	0.00	1,402.50	43.90
100-300-6420	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00
100-300-6426	GENERAL PLAN SERVICES	26,000.00	0.00	72.50	0.00	25,927.50	0.28
100-300-6431	PLANNING	745,000.00	26,117.52	191,329.45	472,080.55	553,670.55	25.68
100-300-6433	PRIVATE DEVELOPMENT	390,000.00	48,388.28	292,129.37	0.00	97,870.63	74.90
100-300-6480	PAYMENTS TO OTHER	0.00	50.00	50.00	0.00	-50.00	0.00
	AGENCIES						
	PROF AND CONT SVCS	1,163,500.00	74,555.80	484,678.82	472,080.55	678,821.18	41.66
100-300-6510	OFFICE SUPPLIES	500.00	0.00	102.61	0.00	397.39	20.52
100-300-6512	OPERATING DEPARTMENTAL	500.00	168.94	473.94	0.00	26.06	94.79
	SUPPLIE						
100-300-6514	POSTAGE SHIPPING	100.00	0.00	0.00	0.00	100.00	0.00
	MTCE AND OPERATIONS	1,100.00	168.94	576.55	0.00	523.45	52.41
300	PLANNING	1,177,525.00	75,424.74	487,055.37	472,080.55	690,469.63	41.36
310	BUILDING & SAFETY						
100-310-6432	BUILDING & SAFETY	200,000.00	31,452.50	227,687.50	0.00	-27,687.50	113.84
100-310-6433	PRIVATE DEVELOPMENT	1,000,000.00	87,701.25	770,815.00	0.00	229,185.00	77.08
	PROF AND CONT SVCS	1,200,000.00	119,153.75	998,502.50	0.00	201,497.50	83.21
100-310-6510	OFFICE SUPPLIES	650.00	7.93	494.20	0.00	155.80	76.03
100-310-6512	OPERATING DEPARTMENTAL	1,000.00	345.80	1,098.21	0.00	-98.21	109.82
	SUPPLIE						
	MTCE AND OPERATIONS	1,650.00	353.73	1,592.41	0.00	57.59	96.51
310	BUILDING & SAFETY	1,201,650.00	119,507.48	1,000,094.91	0.00	201,555.09	83.23
330	CODE ENFORCEMENT						

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
100-330-6010	SALARIES & WAGES - FULL-TIME	120,000.00	8,602.32	81,722.04	0.00	38,277.96	68.10
100-330-6040	OVERTIME	1,000.00	0.00	0.00	0.00	1,000.00	0.00
	SALARIES & WAGES	121,000.00	8,602.32	81,722.04	0.00	39,277.96	67.54
100-330-6120	MEDICARE	1,740.00	156.74	1,405.16	0.00	334.84	80.76
100-330-6130	PERS-EMPLOYER	14,400.00	812.22	7,831.29	0.00	6,568.71	54.38
100-330-6150	INSURANCE - HEALTH	36,000.00	3,001.79	27,032.08	0.00	8,967.92	75.09
100-330-6155	INSURANCE - WORKERS COMP	1,260.00	667.01	2,399.76	0.00	-1,139.76	190.46
100-330-6160	INSURANCE - STATE UNEMPLOYMENT	700.00	0.00	930.37	0.00	-230.37	132.91
100-330-6170	UNIFORMS	500.00	0.00	0.00	593.14	500.00	0.00
	BENEFITS	54,600.00	4,637.76	39,598.66	593.14	15,001.34	72.53
100-330-6230	PROFESSIONAL DEVELOPMENT	500.00	0.00	0.00	0.00	500.00	0.00
100-330-6260	EDUCATION REIMBURSEMENT	500.00	0.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00
100-330-6428	MEMBERSHIPDUES	150.00	150.00	150.00	0.00	0.00	100.00
100-330-6480	PAYMENTS TO OTHER AGENCIES	2,000.00	4,359.28	5,614.08	0.00	-3,614.08	280.70
	PROF AND CONT SVCS	2,150.00	4,509.28	5,764.08	0.00	-3,614.08	268.10
100-330-6330	VEHICLE OPERATIONSGAS	4,500.00	406.99	2,641.09	0.00	1,858.91	58.69
100-330-6332	VEHICLE REPAIR	2,000.00	0.00	1,637.35	566.27	362.65	81.87
100-330-6376	UTILITIES - TELEPHONE	2,500.00	125.16	1,001.10	0.00	1,498.90	40.04
100-330-6510	OFFICE SUPPLIES	500.00	0.00	75.03	0.00	424.97	15.01
100-330-6512	OPERATINGDEPARTMENTAL SUPPLIE	4,000.00	26.49	1,257.62	0.00	2,742.38	31.44
100-330-6590	OTHER EQUIPMENTSUPPLIES	2,500.00	0.00	68.13	0.00	2,431.87	2.73
	MTCE AND OPERATIONS	16,000.00	558.64	6,680.32	566.27	9,319.68	41.75
330	CODE ENFORCEMENT	194,750.00	18,308.00	133,765.10	1,159.41	60,984.90	68.69
400	LAW ENFORCEMENT						
100-400-6170	UNIFORMS	1,350.00	0.00	0.00	0.00	1,350.00	0.00
	BENEFITS	1,350.00	0.00	0.00	0.00	1,350.00	0.00
100-400-6212	STIPENDS	2,400.00	400.00	600.00	0.00	1,800.00	25.00
100-400-6230	PROFESSIONAL DEVELOPMENT	1,690.00	0.00	0.00	0.00	1,690.00	0.00
100-400-6240	MEETINGS & CONFERENCES	2,800.00	0.00	0.00	0.00	2,800.00	0.00
	STAFF DEVELOPMENT	6,890.00	400.00	600.00	0.00	6,290.00	8.71
100-400-6416	PRINTINGPUBLISHING	9,480.00	0.00	2,069.13	0.00	7,410.87	21.83
100-400-6428	MEMBERSHIPDUES	120.00	0.00	99.00	0.00	21.00	82.50

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
100-400-6452	POLICE SERVICES	5,746,296.00	0.00	2,632,464.53	0.00	3,113,831.47	45.81
100-400-6453	YOUTH EXPLORER PROGRAM	1,430.00	0.00	850.00	0.00	580.00	59.44
100-400-6454	BOOKING FEES	23,743.00	0.00	0.00	0.00	23,743.00	0.00
100-400-6455	CRIME PREVENTION	3,150.00	0.00	-1,588.07	0.00	4,738.07	-50.41
100-400-6456	CAL ID	50,180.00	0.00	52,822.00	0.00	-2,642.00	105.27
100-400-6457	BLOOD DRAWS	20,000.00	2,477.64	6,658.50	0.00	13,341.50	33.29
100-400-6458	COUNTY RMS SYSTEM	46,167.00	0.00	0.00	0.00	46,167.00	0.00
100-400-6459	FORENSIC	6,300.00	0.00	0.00	0.00	6,300.00	0.00
100-400-6462	SAFE NEIGHBORHOODGANG TASK FO	5,000.00	0.00	3,260.00	0.00	1,740.00	65.20
100-400-6463	CITIZEN'S PATROL	7,200.00	0.00	0.00	0.00	7,200.00	0.00
100-400-6465	EXTRA DUTY-POLICE	20,000.00	0.00	10,722.25	0.00	9,277.75	53.61
100-400-6467	FACILITY RATE	106,790.00	0.00	0.00	0.00	106,790.00	0.00
100-400-6468	CROSSING GUARDS	25,350.00	703.00	14,935.24	0.00	10,414.76	58.92
100-400-6480	PAYMENTS TO OTHER AGENCIES	55,000.00	3,972.02	28,656.57	0.00	26,343.43	52.10
100-400-6490	OTHER PROFESSIONAL SERVICES	20,000.00	-1,445.99	0.00	0.00	20,000.00	0.00
	PROF AND CONT SVCS	6,146,206.00	5,706.67	2,750,949.15	0.00	3,395,256.85	44.76
100-400-6332	VEHICLE REPAIR	3,052.00	0.00	1,731.20	0.00	1,320.80	56.72
100-400-6342	FIELD EQUIPMENT REPAIR	1,350.00	0.00	0.00	0.00	1,350.00	0.00
100-400-6466	VEHICLE TOW RECOVERY	1,500.00	0.00	0.00	0.00	1,500.00	0.00
100-400-6510	OFFICE SUPPLIES	300.00	0.00	0.00	0.00	300.00	0.00
100-400-6512	OPERATINGDEPARTMENTAL SUPPLIE	0.00	0.00	279.81	1,009.80	-279.81	0.00
100-400-6514	POSTAGESHIPPING	5,500.00	0.00	0.00	0.00	5,500.00	0.00
100-400-6590	OTHER EQUIPMENTSUPPLIES	7,800.00	62.64	62.64	7,291.96	7,737.36	0.80
	MTCE AND OPERATIONS	19,502.00	62.64	2,073.65	8,301.76	17,428.35	10.63
100-400-6624	OTHER CAPITAL EQUIPMENT	1,220.00	0.00	0.00	0.00	1,220.00	0.00
	CAPITAL OUTLAY	1,220.00	0.00	0.00	0.00	1,220.00	0.00
400	LAW ENFORCEMENT	6,175,168.00	6,169.31	2,753,622.80	8,301.76	3,421,545.20	44.59
430	ANIMAL CONTROL						
100-430-6480	PAYMENTS TO OTHER AGENCIES	137,844.00	19,922.02	169,131.01	0.00	-31,287.01	122.70
100-430-6490	OTHER PROFESSIONAL SERVICES	90,000.00	0.00	0.00	0.00	90,000.00	0.00
	PROF AND CONT SVCS	227,844.00	19,922.02	169,131.01	0.00	58,712.99	74.23
430	ANIMAL CONTROL	227,844.00	19,922.02	169,131.01	0.00	58,712.99	74.23
440	CODE ENFORCEMENT						
100-440-6480	PAYMENTS TO OTHER AGENCIES	0.00	-1,619.67	0.00	0.00	0.00	0.00
	PROF AND CONT SVCS	0.00	-1,619.67	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% ExpendCollect
440	CODE ENFORCEMENT	0.00	-1,619.67	0.00	0.00	0.00	0.00
500	PUBLIC WORKS						
100-500-6416	PRINTING/PUBLISHING	0.00	0.00	43.60	0.00	-43.60	0.00
	PROF AND CONT SVCS	0.00	0.00	43.60	0.00	-43.60	0.00
100-500-6664	STORM DRAINAGE	110,000.00	7,857.46	88,494.26	5,722.68	21,505.74	80.45
	CAPITAL OUTLAY	110,000.00	7,857.46	88,494.26	5,722.68	21,505.74	80.45
500	PUBLIC WORKS	110,000.00	7,857.46	88,537.86	5,722.68	21,462.14	80.49
550	Section 2						
100-550-6514	POSTAGE/SHIPPING	0.00	-431.98	0.00	0.00	0.00	0.00
	MTCE AND OPERATIONS	0.00	-431.98	0.00	0.00	0.00	0.00
550	Section 2	0.00	-431.98	0.00	0.00	0.00	0.00
	Expense	11,115,719.00	346,251.31	5,835,615.08	501,177.66	5,280,103.92	52.50
100	GENERAL FUND	-508,000.00	443,386.13	2,774,825.11	-501,177.66	-3,282,825.11	-546.23

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
110	STRUCTURAL FIRE FUND						
	Revenue						
110-000-4000	BASE PROPERTY TAX (S)	3,946,227.00	0.00	1,944,589.51	0.00	2,001,637.49	49.28
110-000-4010	BASE PROPERTY TAX (U)	0.00	0.00	182,022.75	0.00	-182,022.75	0.00
110-000-4030	OTHER PROPERTY TAX	0.00	0.00	66,703.78	0.00	-66,703.78	0.00
110-000-4040	HOMEOWNER-S EXEMPTION REIMB	0.00	0.00	28,994.01	0.00	-28,994.01	0.00
110-000-4070	PROPERTY TAX PYSUP	0.00	8,406.28	16,030.17	0.00	-16,030.17	0.00
110-000-4071	PROPERTY TAX 2345PYSUP	0.00	4,028.22	15,567.58	0.00	-15,567.58	0.00
	PROPERTY TAX	3,946,227.00	12,434.50	2,253,907.80	0.00	1,692,319.20	57.12
110-000-4240	FIRE PLAN CHECK	118,443.00	36,293.00	41,861.00	0.00	76,582.00	35.34
	LICENSES & PERMITS	118,443.00	36,293.00	41,861.00	0.00	76,582.00	35.34
110-000-4600	INTEREST INCOME	4,065.00	0.00	4,527.36	0.00	-462.36	111.37
	USE OF MONEYPROPERTY	4,065.00	0.00	4,527.36	0.00	-462.36	111.37
	Revenue	4,068,735.00	48,727.50	2,300,296.16	0.00	1,768,438.84	56.54
	Expense						
420	FIRE & MEDICAL AID						
110-420-6450	FIRE SERVICES	2,698,346.00	696,187.05	1,225,224.20	0.00	1,473,121.80	45.41
110-420-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
110-420-6490	OTHER PROFESSIONAL SERVICES	450,000.00	0.00	0.00	0.00	450,000.00	0.00
	PROF AND CONT SVCS	3,148,346.00	696,187.05	1,225,224.20	0.00	1,923,121.80	38.92
110-420-6415	COMMUNITY PROMOTION	2,500.00	0.00	0.00	0.00	2,500.00	0.00
110-420-6512	OPERATINGDEPARTMENTAL SUPPLIE	0.00	0.00	4,122.23	0.00	-4,122.23	0.00
	MTCE AND OPERATIONS	2,500.00	0.00	4,122.23	0.00	-1,622.23	164.89
110-420-6620	FURNITUREFIXTURES	100,000.00	0.00	0.00	100,000.00	100,000.00	0.00
110-420-6630	LAND	570,000.00	900.69	599,232.06	0.00	-29,232.06	105.13
110-420-6650	BUILDINGS	3,500,000.00	0.00	0.00	3,500,000.00	3,500,000.00	0.00
	CAPITAL OUTLAY	4,170,000.00	900.69	599,232.06	3,600,000.00	3,570,767.94	14.37
420	FIRE & MEDICAL AID	7,320,846.00	697,087.74	1,828,578.49	3,600,000.00	5,492,267.51	24.98
800	DEBT SERVICE						
110-800-6830	REVENUE NEUTRALITY	287,500.00	0.00	0.00	0.00	287,500.00	0.00
	DEBT SERVICE - PRINCIPAL	287,500.00	0.00	0.00	0.00	287,500.00	0.00
800	DEBT SERVICE	287,500.00	0.00	0.00	0.00	287,500.00	0.00
	Expense	7,608,346.00	697,087.74	1,828,578.49	3,600,000.00	5,779,767.51	24.03
110	STRUCTURAL FIRE FUND	-3,539,611.00	-648,360.24	471,717.67	-3,600,000.00	-4,011,328.67	-13.33

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
200	GAS TAX FUND						
	Revenue						
200-000-4428	GAS TAX, 2103	1,076,047.00	69,921.92	583,548.19	0.00	492,498.81	54.23
200-000-4430	GAS TAX, 2105	355,148.00	24,971.20	183,129.45	0.00	172,018.55	51.56
200-000-4431	GAS TAX, 2106	240,235.00	18,418.53	133,554.48	0.00	106,680.52	55.59
200-000-4432	GAS TAX, 2107	528,758.00	40,726.43	299,370.71	0.00	229,387.29	56.62
200-000-4433	GAS TAX, 2107.5	7,500.00	0.00	0.00	0.00	7,500.00	0.00
200-000-4580	TUMF REIMBURSEMENT	0.00	0.00	473,171.00	0.00	-473,171.00	0.00
	INTER-GOVERNMENTAL - COUNTYOT	2,207,688.00	154,038.08	1,672,773.83	0.00	534,914.17	75.77
200-000-4600	INTEREST INCOME	5,000.00	0.00	3,474.15	0.00	1,525.85	69.48
	USE OF MONEYPROPERTY	5,000.00	0.00	3,474.15	0.00	1,525.85	69.48
200-000-4750	CONTRIBUTIONS	50,000.00	0.00	0.00	0.00	50,000.00	0.00
	OTHER INCOME	50,000.00	0.00	0.00	0.00	50,000.00	0.00
	Revenue	2,262,688.00	154,038.08	1,676,247.98	0.00	586,440.02	74.08
	Expense						
320	ENGINEERING						
200-320-6660	STREETS	0.00	0.00	0.00	0.00	0.00	0.00
	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
320	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
500	PUBLIC WORKS						
200-500-6490	OTHER PROFESSIONAL SERVICES	30,000.00	0.00	0.00	0.00	30,000.00	0.00
	PROF AND CONT SVCS	30,000.00	0.00	0.00	0.00	30,000.00	0.00
500	PUBLIC WORKS	30,000.00	0.00	0.00	0.00	30,000.00	0.00
510	STREETS						
200-510-6434	STREET MAINTENANCESWEEPING	190,000.00	11,618.29	147,338.72	0.00	42,661.28	77.55
200-510-6438	SIGNAL AND SIGN MAINTENANCE	190,000.00	11,343.23	92,233.09	0.00	97,766.91	48.54
200-510-6490	OTHER PROFESSIONAL SERVICES	370,000.00	11,298.26	204,468.00	114,909.22	165,532.00	55.26
	PROF AND CONT SVCS	750,000.00	34,259.78	444,039.81	114,909.22	305,960.19	59.21
200-510-6372	UTILITIES - ELECTRIC	0.00	7,490.26	7,490.26	0.00	-7,490.26	0.00
	MTCE AND OPERATIONS	0.00	7,490.26	7,490.26	0.00	-7,490.26	0.00
200-510-6660	STREETS	2,567,000.00	-162.50	12,941.25	0.00	2,554,058.75	0.50
200-510-6662	BRIDGES	0.00	-1,087.50	2,557.50	0.00	-2,557.50	0.00
	CAPITAL OUTLAY	2,567,000.00	-1,250.00	15,498.75	0.00	2,551,501.25	0.60
510	STREETS	3,317,000.00	40,500.04	467,028.82	114,909.22	2,849,971.18	14.08

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
	Expense	3,347,000.00	40,500.04	467,028.82	114,909.22	2,879,971.18	13.95
200	GAS TAX FUND	-1,084,312.00	113,538.04	1,209,219.16	-114,909.22	-2,293,531.16	-111.52

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
210	MEASURE A FUND						
	Revenue						
210-000-4500	MEASURE A FEES	882,000.00	98,062.05	594,120.56	0.00	287,879.44	67.36
	INTER-GOVERNMENTAL - COUNTYOT	882,000.00	98,062.05	594,120.56	0.00	287,879.44	67.36
210-000-4600	INTEREST INCOME	1,000.00	0.00	1,844.69	0.00	-844.69	184.47
	USE OF MONEYPROPERTY	1,000.00	0.00	1,844.69	0.00	-844.69	184.47
	Revenue	883,000.00	98,062.05	595,965.25	0.00	287,034.75	67.49
	Expense						
510	STREETS						
210-510-6490	OTHER PROFESSIONAL SERVICES	22,000.00	5,785.00	5,785.00	35,086.78	16,215.00	26.30
	PROF AND CONT SVCS	22,000.00	5,785.00	5,785.00	35,086.78	16,215.00	26.30
210-510-6660	STREETS	1,844,917.00	1,185.00	31,930.00	0.00	1,812,987.00	1.73
210-510-6695	OTHER CAPITAL OUTLAY	0.00	0.00	16,966.87	0.00	-16,966.87	0.00
	CAPITAL OUTLAY	1,844,917.00	1,185.00	48,896.87	0.00	1,796,020.13	2.65
510	STREETS	1,866,917.00	6,970.00	54,681.87	35,086.78	1,812,235.13	2.93
	Expense	1,866,917.00	6,970.00	54,681.87	35,086.78	1,812,235.13	2.93
210	MEASURE A FUND	-983,917.00	91,092.05	541,283.38	-35,086.78	-1,525,200.38	-55.01

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
220	AQMD TRUST FUND						
	Revenue						
220-000-4505	SCAQMD FEES	64,000.00	15,940.05	35,035.95	0.00	28,964.05	54.74
	INTER-GOVERNMENTAL - STATE	64,000.00	15,940.05	35,035.95	0.00	28,964.05	54.74
220-000-4600	INTEREST INCOME	50.00	0.00	88.85	0.00	-38.85	177.70
	USE OF MONEYPROPERTY	50.00	0.00	88.85	0.00	-38.85	177.70
	Revenue	64,050.00	15,940.05	35,124.80	0.00	28,925.20	54.84
	Expense						
100	CITY COUNCIL						
220-100-6428	MEMBERSHIPDUES	0.00	0.00	6,000.00	0.00	-6,000.00	0.00
	PROF AND CONT SVCS	0.00	0.00	6,000.00	0.00	-6,000.00	0.00
100	CITY COUNCIL	0.00	0.00	6,000.00	0.00	-6,000.00	0.00
250	PUBLIC INFORMATION OFFICE						
220-250-6415	COMMUNITY PROMOTION	0.00	0.00	243.60	0.00	-243.60	0.00
	MTCE AND OPERATIONS	0.00	0.00	243.60	0.00	-243.60	0.00
250	PUBLIC INFORMATION OFFICE	0.00	0.00	243.60	0.00	-243.60	0.00
330	CODE ENFORCEMENT						
220-330-6330	VEHICLE OPERATIONSGAS	500.00	0.00	37.48	0.00	462.52	7.50
	MTCE AND OPERATIONS	500.00	0.00	37.48	0.00	462.52	7.50
330	CODE ENFORCEMENT	500.00	0.00	37.48	0.00	462.52	7.50
	Expense	500.00	0.00	6,281.08	0.00	-5,781.08	1,256.22
220	AQMD TRUST FUND	63,550.00	15,940.05	28,843.72	0.00	34,706.28	45.39

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
230	LAW ENFORCEMENT GRANTS						
	Revenue						
230-000-4570	GRANT REVENUE	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
	INTER-GOVERNMENTAL - COUNTYOT	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
	Revenue	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
	Expense						
400	LAW ENFORCEMENT						
230-400-6465	EXTRA DUTY-POLICE	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
	PROF AND CONT SVCS	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
400	LAW ENFORCEMENT	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
	Expense	0.00	0.00	2,742.52	0.00	-2,742.52	0.00
230	LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
240	MISCELLANEOUS GRANTS FUND						
	Revenue						
240-000-4570	GRANT REVENUE	230,250.00	82,564.04	100,820.14	0.00	129,429.86	43.79
	INTER-GOVERNMENTAL - COUNTYOT	230,250.00	82,564.04	100,820.14	0.00	129,429.86	43.79
240-000-4600	INTEREST INCOME	0.00	0.00	21.68	0.00	-21.68	0.00
	USE OF MONEYPROPERTY	0.00	0.00	21.68	0.00	-21.68	0.00
	Revenue	230,250.00	82,564.04	100,841.82	0.00	129,408.18	43.80
	Expense						
100	CITY COUNCIL						
240-100-6490	OTHER PROFESSIONAL SERVICES	0.00	2,836.67	15,077.74	0.00	-15,077.74	0.00
	PROF AND CONT SVCS	0.00	2,836.67	15,077.74	0.00	-15,077.74	0.00
100	CITY COUNCIL	0.00	2,836.67	15,077.74	0.00	-15,077.74	0.00
200	CITY MANAGER						
240-200-6590	OTHER PROFESSIONAL SERVICES	7,455.00	0.00	7,882.06	0.00	-427.06	105.73
	MTCE AND OPERATIONS	7,455.00	0.00	7,882.06	0.00	-427.06	105.73
200	CITY MANAGER	7,455.00	0.00	7,882.06	0.00	-427.06	105.73
500	Section 2						
240-500-6690	OTHER INFRASTRUCTURE CAPITAL OUTLAY	0.00	0.00	1,148.75	0.00	-1,148.75	0.00
		0.00	0.00	1,148.75	0.00	-1,148.75	0.00
500	Section 2	0.00	0.00	1,148.75	0.00	-1,148.75	0.00
510	STREETS						
240-510-6660	STREETS	230,250.00	0.00	0.00	0.00	230,250.00	0.00
240-510-6690	OTHER INFRASTRUCTURE CAPITAL OUTLAY	0.00	0.00	95,367.60	33,295.91	-95,367.60	0.00
		230,250.00	0.00	95,367.60	33,295.91	134,882.40	41.42
510	STREETS	230,250.00	0.00	95,367.60	33,295.91	134,882.40	41.42
	Expense	237,705.00	2,836.67	119,476.15	33,295.91	118,228.85	50.26
240	MISCELLANEOUS GRANTS FUND	-7,455.00	79,727.37	-18,634.33	-33,295.91	11,179.33	249.96

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
250	COMMUNITY DEV BLOCK GRANT						
	Revenue						
250-000-4550	CDBG GRANT	338,000.00	33,563.33	34,208.33	0.00	303,791.67	10.12
	INTER-GOVERNMENTAL - COUNTYOT	338,000.00	33,563.33	34,208.33	0.00	303,791.67	10.12
250-000-4600	INTEREST INCOME	1,014.00	0.00	0.00	0.00	1,014.00	0.00
	USE OF MONEYPROPERTY	1,014.00	0.00	0.00	0.00	1,014.00	0.00
	Revenue	339,014.00	33,563.33	34,208.33	0.00	304,805.67	10.09
	Expense						
100	CITY COUNCIL						
250-100-6429	SCHOLARSHIPS	25,320.00	0.00	2,440.00	25,320.00	22,880.00	9.64
	PROF AND CONT SVCS	25,320.00	0.00	2,440.00	25,320.00	22,880.00	9.64
100	CITY COUNCIL	25,320.00	0.00	2,440.00	25,320.00	22,880.00	9.64
510	STREETS						
250-510-6660	STREETS	312,680.00	0.00	0.00	0.00	312,680.00	0.00
250-510-6690	OTHER INFRASTRUCTURE	0.00	7,680.00	41,243.33	49,185.00	-41,243.33	0.00
	CAPITAL OUTLAY	312,680.00	7,680.00	41,243.33	49,185.00	271,436.67	13.19
510	STREETS	312,680.00	7,680.00	41,243.33	49,185.00	271,436.67	13.19
	Expense	338,000.00	7,680.00	43,683.33	74,505.00	294,316.67	12.92
250	COMMUNITY DEV BLOCK GRANT	1,014.00	25,883.33	-9,475.00	-74,505.00	10,489.00	-934.42

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
260	SUPPLEMENTAL LAW ENFORCEMENT						
	Revenue						
260-000-4450	CAL COPS REVENUE	100,000.00	16,666.66	58,333.31	0.00	41,666.69	58.33
	INTER-GOVERNMENTAL - STATE	100,000.00	16,666.66	58,333.31	0.00	41,666.69	58.33
	Revenue	100,000.00	16,666.66	58,333.31	0.00	41,666.69	58.33
	Expense						
400	LAW ENFORCEMENT						
260-400-6452	POLICE SERVICES	100,000.00	0.00	100,000.00	0.00	0.00	100.00
	PROF AND CONT SVCS	100,000.00	0.00	100,000.00	0.00	0.00	100.00
400	LAW ENFORCEMENT	100,000.00	0.00	100,000.00	0.00	0.00	100.00
	Expense	100,000.00	0.00	100,000.00	0.00	0.00	100.00
260	SUPPLEMENTAL LAW ENFORCEMENT	0.00	16,666.66	-41,666.69	0.00	41,666.69	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
300	LANDSCAPE MTCE DIST-ZONE 10						
	Revenue						
300-000-4075	ASSESSMENTS	1,757.00	0.00	756.46	0.00	1,000.54	43.05
	PROPERTY TAX	1,757.00	0.00	756.46	0.00	1,000.54	43.05
300-000-4600	INTEREST INCOME	0.00	0.00	1.20	0.00	-1.20	0.00
	USE OF MONEYPROPERTY	0.00	0.00	1.20	0.00	-1.20	0.00
	Revenue	1,757.00	0.00	757.66	0.00	999.34	43.12
	Expense						
600	LANDSCAPE MAINTENANCE						
300-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
300-600-6490	OTHER PROFESSIONAL SERVICES	150.00	28.23	85.06	0.00	64.94	56.71
	PROF AND CONT SVCS	150.00	28.23	85.06	0.00	64.94	56.71
300-600-6372	UTILITIES - ELECTRIC MTCE AND OPERATIONS	1,608.00	235.82	947.16	0.00	660.84	58.90
		1,608.00	235.82	947.16	0.00	660.84	58.90
600	LANDSCAPE MAINTENANCE	1,758.00	264.05	1,032.22	0.00	725.78	58.72
	Expense	1,758.00	264.05	1,032.22	0.00	725.78	58.72
300	LANDSCAPE MTCE DIST-ZONE 10	-1.00	-264.05	-274.56	0.00	273.56	27,456.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
310	LANDSCAPE MTCE DIST-ZONE 33						
	Revenue						
310-000-4075	ASSESSMENTS	1,011.00	0.00	460.13	0.00	550.87	45.51
	PROPERTY TAX	1,011.00	0.00	460.13	0.00	550.87	45.51
310-000-4600	INTEREST INCOME	0.00	0.00	0.70	0.00	-0.70	0.00
	USE OF MONEYPROPERTY	0.00	0.00	0.70	0.00	-0.70	0.00
	Revenue	1,011.00	0.00	460.83	0.00	550.17	45.58
	Expense						
600	LANDSCAPE MAINTENANCE						
310-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
310-600-6490	OTHER PROFESSIONAL SERVICES	54.00	10.16	30.61	0.00	23.39	56.69
	PROF AND CONT SVCS	54.00	10.16	30.61	0.00	23.39	56.69
310-600-6372	UTILITIES - ELECTRIC MTCE AND OPERATIONS	957.00	0.00	442.39	0.00	514.61	46.23
		957.00	0.00	442.39	0.00	514.61	46.23
600	LANDSCAPE MAINTENANCE	1,011.00	10.16	473.00	0.00	538.00	46.79
	Expense	1,011.00	10.16	473.00	0.00	538.00	46.79
310	LANDSCAPE MTCE DIST-ZONE 33	0.00	-10.16	-12.17	0.00	12.17	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
320	LANDSCAPE MTCE DIST-ZONE 41						
	Revenue						
320-000-4075	ASSESSMENTS	165,118.00	0.00	81,981.51	0.00	83,136.49	49.65
	PROPERTY TAX	165,118.00	0.00	81,981.51	0.00	83,136.49	49.65
320-000-4600	INTEREST INCOME	0.00	0.00	601.31	0.00	-601.31	0.00
	USE OF MONEYPROPERTY	0.00	0.00	601.31	0.00	-601.31	0.00
	Revenue	165,118.00	0.00	82,582.82	0.00	82,535.18	50.01
	Expense						
600	LANDSCAPE MAINTENANCE						
320-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
320-600-6490	OTHER PROFESSIONAL SERVICES	11,200.00	-12,167.76	6,350.09	0.00	4,849.91	56.70
	PROF AND CONT SVCS	11,200.00	-12,167.76	6,350.09	0.00	4,849.91	56.70
320-600-6436	LANDSCAPE MAINTREPAIR MTCE AND OPERATIONS	153,918.00	12,093.13	22,896.68	0.00	131,021.32	14.88
		153,918.00	12,093.13	22,896.68	0.00	131,021.32	14.88
600	LANDSCAPE MAINTENANCE	165,118.00	-74.63	29,246.77	0.00	135,871.23	17.71
	Expense	165,118.00	-74.63	29,246.77	0.00	135,871.23	17.71
320	LANDSCAPE MTCE DIST-ZONE 41	0.00	74.63	53,336.05	0.00	-53,336.05	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
330	LANDSCAPE MTCE DIST-ZONE 79						
	Revenue						
330-000-4075	ASSESSMENTS	2,441.00	0.00	965.62	0.00	1,475.38	39.56
	PROPERTY TAX	2,441.00	0.00	965.62	0.00	1,475.38	39.56
330-000-4600	INTEREST INCOME	0.00	0.00	9.67	0.00	-9.67	0.00
	USE OF MONEYPROPERTY	0.00	0.00	9.67	0.00	-9.67	0.00
	Revenue	2,441.00	0.00	975.29	0.00	1,465.71	39.95
	Expense						
600	LANDSCAPE MAINTENANCE						
330-600-6436	LANDSCAPE MAINTREPAIR	1,333.00	0.00	152.31	0.00	1,180.69	11.43
330-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
330-600-6490	OTHER PROFESSIONAL SERVICES	1,109.00	13.91	628.77	0.00	480.23	56.70
	PROF AND CONT SVCS	2,442.00	13.91	781.08	0.00	1,660.92	31.99
600	LANDSCAPE MAINTENANCE	2,442.00	13.91	781.08	0.00	1,660.92	31.99
	Expense	2,442.00	13.91	781.08	0.00	1,660.92	31.99
330	LANDSCAPE MTCE DIST-ZONE 79	-1.00	-13.91	194.21	0.00	-195.21	-19,421.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
340	LANDSCAPE MTCE DIST-ZONE 85						
	Revenue						
340-000-4075	ASSESSMENTS	2,870.00	0.00	1,309.47	0.00	1,560.53	45.63
	PROPERTY TAX	2,870.00	0.00	1,309.47	0.00	1,560.53	45.63
340-000-4600	INTEREST INCOME	0.00	0.00	9.53	0.00	-9.53	0.00
	USE OF MONEYPROPERTY	0.00	0.00	9.53	0.00	-9.53	0.00
	Revenue	2,870.00	0.00	1,319.00	0.00	1,551.00	45.96
	Expense						
600	LANDSCAPE MAINTENANCE						
340-600-6436	LANDSCAPE MAINTREPAIR	2,752.00	169.27	321.58	0.00	2,430.42	11.69
340-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
340-600-6490	OTHER PROFESSIONAL SERVICES	118.00	-147.68	66.90	0.00	51.10	56.69
	PROF AND CONT SVCS	2,870.00	21.59	388.48	0.00	2,481.52	13.54
600	LANDSCAPE MAINTENANCE	2,870.00	21.59	388.48	0.00	2,481.52	13.54
	Expense	2,870.00	21.59	388.48	0.00	2,481.52	13.54
340	LANDSCAPE MTCE DIST-ZONE 85	0.00	-21.59	930.52	0.00	-930.52	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
350	LANDSCAPE MTCE DIST-ZONE 111						
	Revenue						
350-000-4075	ASSESSMENTS	20,522.00	0.00	9,941.13	0.00	10,580.87	48.44
	PROPERTY TAX	20,522.00	0.00	9,941.13	0.00	10,580.87	48.44
350-000-4600	INTEREST INCOME	0.00	0.00	74.02	0.00	-74.02	0.00
	USE OF MONEYPROPERTY	0.00	0.00	74.02	0.00	-74.02	0.00
	Revenue	20,522.00	0.00	10,015.15	0.00	10,506.85	48.80
	Expense						
600	LANDSCAPE MAINTENANCE						
350-600-6436	LANDSCAPE MAINTREPAIR	19,298.00	2,116.64	2,116.64	0.00	17,181.36	10.97
350-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
350-600-6490	OTHER PROFESSIONAL SERVICES	1,224.00	-2,104.66	693.97	0.00	530.03	56.70
	PROF AND CONT SVCS	20,522.00	11.98	2,810.61	0.00	17,711.39	13.70
600	LANDSCAPE MAINTENANCE	20,522.00	11.98	2,810.61	0.00	17,711.39	13.70
	Expense	20,522.00	11.98	2,810.61	0.00	17,711.39	13.70
350	LANDSCAPE MTCE DIST-ZONE 111	0.00	-11.98	7,204.54	0.00	-7,204.54	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
360	LANDSCAPE MTCE DIST-ZONE 115						
	Revenue						
360-000-4075	ASSESSMENTS	2,677.00	0.00	1,214.09	0.00	1,462.91	45.35
	PROPERTY TAX	2,677.00	0.00	1,214.09	0.00	1,462.91	45.35
360-000-4600	INTEREST INCOME	0.00	0.00	2.20	0.00	-2.20	0.00
	USE OF MONEYPROPERTY	0.00	0.00	2.20	0.00	-2.20	0.00
	Revenue	2,677.00	0.00	1,216.29	0.00	1,460.71	45.43
	Expense						
600	LANDSCAPE MAINTENANCE						
360-600-6436	LANDSCAPE MAINTREPAIR	1,853.00	0.00	0.00	0.00	1,853.00	0.00
360-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
360-600-6490	OTHER PROFESSIONAL SERVICES	824.00	16.11	467.19	0.00	356.81	56.70
	PROF AND CONT SVCS	2,677.00	16.11	467.19	0.00	2,209.81	17.45
600	LANDSCAPE MAINTENANCE	2,677.00	16.11	467.19	0.00	2,209.81	17.45
	Expense	2,677.00	16.11	467.19	0.00	2,209.81	17.45
360	LANDSCAPE MTCE DIST-ZONE 115	0.00	-16.11	749.10	0.00	-749.10	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
370	LANDSCAPE MTCE DIST-ZONE 116						
	Revenue						
370-000-4075	ASSESSMENTS	6,565.00	0.00	2,934.76	0.00	3,630.24	44.70
	PROPERTY TAX	6,565.00	0.00	2,934.76	0.00	3,630.24	44.70
370-000-4600	INTEREST INCOME	0.00	0.00	27.43	0.00	-27.43	0.00
	USE OF MONEYPROPERTY	0.00	0.00	27.43	0.00	-27.43	0.00
	Revenue	6,565.00	0.00	2,962.19	0.00	3,602.81	45.12
	Expense						
600	LANDSCAPE MAINTENANCE						
370-600-6436	LANDSCAPE MTCREPAIR	5,354.00	37.64	442.13	0.00	4,911.87	8.26
370-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
370-600-6490	OTHER PROFESSIONAL SERVICES	1,211.00	-25.00	686.61	0.00	524.39	56.70
	PROF AND CONT SVCS	6,565.00	12.64	1,128.74	0.00	5,436.26	17.19
600	LANDSCAPE MAINTENANCE	6,565.00	12.64	1,128.74	0.00	5,436.26	17.19
	Expense	6,565.00	12.64	1,128.74	0.00	5,436.26	17.19
370	LANDSCAPE MTCE DIST-ZONE 116	0.00	-12.64	1,833.45	0.00	-1,833.45	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
380	LANDSCAPE MTCE DIST-ZONE 147						
	Revenue						
380-000-4075	ASSESSMENTS	1,254.00	0.00	448.19	0.00	805.81	35.74
	PROPERTY TAX	1,254.00	0.00	448.19	0.00	805.81	35.74
380-000-4600	INTEREST INCOME	0.00	0.00	2.73	0.00	-2.73	0.00
	USE OF MONEYPROPERTY	0.00	0.00	2.73	0.00	-2.73	0.00
	Revenue	1,254.00	0.00	450.92	0.00	803.08	35.96
	Expense						
600	LANDSCAPE MAINTENANCE						
380-600-6436	LANDSCAPE MTCERPAIR	1,132.00	0.00	0.00	0.00	1,132.00	0.00
380-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
380-600-6490	OTHER PROFESSIONAL SERVICES	122.00	-84.97	69.17	0.00	52.83	56.70
	PROF AND CONT SVCS	1,254.00	-84.97	69.17	0.00	1,184.83	5.52
600	LANDSCAPE MAINTENANCE	1,254.00	-84.97	69.17	0.00	1,184.83	5.52
	Expense	1,254.00	-84.97	69.17	0.00	1,184.83	5.52
380	LANDSCAPE MTCE DIST-ZONE 147	0.00	84.97	381.75	0.00	-381.75	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
390	LANDSCAPE MTCE DIST-ZONE 151						
	Revenue						
390-000-4075	ASSESSMENTS	4,587.00	0.00	5,379.12	0.00	-792.12	117.27
	PROPERTY TAX	4,587.00	0.00	5,379.12	0.00	-792.12	117.27
390-000-4600	INTEREST INCOME	0.00	0.00	7.89	0.00	-7.89	0.00
	USE OF MONEYPROPERTY	0.00	0.00	7.89	0.00	-7.89	0.00
	Revenue	4,587.00	0.00	5,387.01	0.00	-800.01	117.44
	Expense						
600	LANDSCAPE MAINTENANCE						
390-600-6436	LANDSCAPE MAINTREPAIR	4,466.00	0.00	0.00	0.00	4,466.00	0.00
390-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
390-600-6490	OTHER PROFESSIONAL SERVICES	121.00	22.77	91.02	0.00	29.98	75.22
	PROF AND CONT SVCS	4,587.00	22.77	91.02	0.00	4,495.98	1.98
600	LANDSCAPE MAINTENANCE	4,587.00	22.77	91.02	0.00	4,495.98	1.98
	Expense	4,587.00	22.77	91.02	0.00	4,495.98	1.98
390	LANDSCAPE MTCE DIST-ZONE 151	0.00	-22.77	5,295.99	0.00	-5,295.99	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
400	LANDSCAPE MTCE DIST-ZONE 156						
	Revenue						
400-000-4075	ASSESSMENTS	3,468.00	0.00	1,599.90	0.00	1,868.10	46.13
	PROPERTY TAX	3,468.00	0.00	1,599.90	0.00	1,868.10	46.13
400-000-4600	INTEREST INCOME	0.00	0.00	6.96	0.00	-6.96	0.00
	USE OF MONEYPROPERTY	0.00	0.00	6.96	0.00	-6.96	0.00
	Revenue	3,468.00	0.00	1,606.86	0.00	1,861.14	46.33
	Expense						
600	LANDSCAPE MAINTENANCE						
400-600-6436	LANDSCAPE MAINTREPAIR	3,350.00	0.00	0.00	0.00	3,350.00	0.00
400-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
400-600-6490	OTHER PROFESSIONAL SERVICES	118.00	22.21	44.48	0.00	73.52	37.69
	PROF AND CONT SVCS	3,468.00	22.21	44.48	0.00	3,423.52	1.28
600	LANDSCAPE MAINTENANCE	3,468.00	22.21	44.48	0.00	3,423.52	1.28
	Expense	3,468.00	22.21	44.48	0.00	3,423.52	1.28
400	LANDSCAPE MTCE DIST-ZONE 156	0.00	-22.21	1,562.38	0.00	-1,562.38	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
600	CAPITAL PROJECTS FUND						
	Revenue						
600-000-4475	FED SURF TRAN PROG GRANT	199,000.00	0.00	0.00	0.00	199,000.00	0.00
	INTER-GOVERNMENTAL - COUNTYOT	199,000.00	0.00	0.00	0.00	199,000.00	0.00
600-000-4750	CONTRIBUTIONS	0.00	153,330.00	153,330.00	0.00	-153,330.00	0.00
	OTHER INCOME	0.00	153,330.00	153,330.00	0.00	-153,330.00	0.00
	Revenue	199,000.00	153,330.00	153,330.00	0.00	45,670.00	77.05
	Expense						
500	Section 2						
600-500-6690	OTHER INFRASTRUCTURE	0.00	570.00	10,955.00	0.00	-10,955.00	0.00
	CAPITAL OUTLAY	0.00	570.00	10,955.00	0.00	-10,955.00	0.00
500	Section 2	0.00	570.00	10,955.00	0.00	-10,955.00	0.00
510	Section 2						
600-510-6660	STREETS	199,000.00	0.00	-10,920.91	0.00	209,920.91	-5.49
	CAPITAL OUTLAY	199,000.00	0.00	-10,920.91	0.00	209,920.91	-5.49
510	Section 2	199,000.00	0.00	-10,920.91	0.00	209,920.91	-5.49
	Expense	199,000.00	570.00	34.09	0.00	198,965.91	0.02
600	CAPITAL PROJECTS FUND	0.00	152,760.00	153,295.91	0.00	-153,295.91	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
620	DEVELOPMENT IMPACT FEE FUND						
	Revenue						
620-000-4235	DEVELOPMENT IMPACT FEE	1,012,700.00	61,393.00	771,863.23	0.00	240,836.77	76.22
	LICENSES & PERMITS	1,012,700.00	61,393.00	771,863.23	0.00	240,836.77	76.22
620-000-4600	INTEREST INCOME	2,000.00	0.00	2,032.16	0.00	-32.16	101.61
	USE OF MONEYPROPERTY	2,000.00	0.00	2,032.16	0.00	-32.16	101.61
	Revenue	1,014,700.00	61,393.00	773,895.39	0.00	240,804.61	76.27
620	DEVELOPMENT IMPACT FEE FUND	1,014,700.00	61,393.00	773,895.39	0.00	240,804.61	76.27

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	Variance	% Expend/Collect
Revenue Total		19,981,426.00	1,453,922.15	14,449,159.77	0.00	5,532,266.23	0.72
Expense Total		25,025,459.00	1,102,131.58	8,494,654.19	4,358,974.57	16,530,804.81	0.34
Grand Total		-5,044,033.00	351,790.57	5,954,505.58	-4,358,974.57	-10,998,538.58	-1.18



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER

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

BACKGROUND:

The attached list of invoices for services performed was reviewed by the Finance Committee on April 16, 2014 and has been recommended for payment.

DISCUSSION:

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

FISCAL IMPACT:

Funds are available for the payment of the warrants (check numbers 11983 through 12020 and wire numbers W00242 to W00254) for a total of \$1,355,198.28 and payroll in the amount of \$66,356.81 (paid on 03/14/14 and 3/28/14).

The warrants have been reviewed and approved by the Finance Committee on April 16, 2014.

Ric Welch, Council Member

William Link, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

Accounts Payable

Checks by Date - Detail by Check Number

User: jgitmed
 Printed: 4/14/2014 9:36 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
242	AME001 885538A	AMERICAN FIDELITY ASSURANCE CO FLEX BEN-DEC 2013	03/31/2014	125.00
Total for Check Number 242:				125.00
243	CAL007	CALPERS RETIREMENT	03/31/2014	
	022314-030814	RET CONT PR END 03/08/14 ER		2,305.31
	022314-030814	RET CONT PR END 03/08/14 EE		1,746.41
	022314-030814	RET CONT PR END 03/08/14 SUR BEN		10.80
	022314-030814	RET CONT PR END 03/08/14 EE BB		339.44
Total for Check Number 243:				4,401.96
244	CAL007	CALPERS RETIREMENT	03/31/2014	
	030914-032214	RET CONT PR END 2/22/14 ER		2,305.31
	030914-032214	RET CONT PR END 2/22/14 EE		1,746.40
	030914-032214	RET CONT PR END 2/22/14 SUR BEN		10.80
	030914-032214	RET CONT PR END 2/22/14 EE BB		339.44
Total for Check Number 244:				4,401.95
245	CBI001 1700307	CBIZ PAYROLL PR PROCESSING PR PD 3/28/14	03/31/2014	80.42
Total for Check Number 245:				80.42
246	ATI001	ATIRA CREDIT MASTERCARD	04/26/2014	
	0056780	POSTAGE		15.99
	08ERB8Y	ACCT BOOK A. ZEPEDA		84.33
	3PPZDA5	POSTAGE		200.00
	3PVYD10	POSTAGE		300.00
	5T7T983	GO DADDY DOMAIN		13.17
	BGF0G6B	RUBBER STAMP SHOP EASTVALE		247.50
	TVWMPD	GO DADDY DOMAIN		2.99
Total for Check Number 246:				863.98
247	CAL006	CALPERS HEALTH	04/23/2014	
	1374	HEALTH PREMS APR 2013		2,479.11
	1374	HEALTH PREMS APR 2013		2,134.24
	1374	HEALTH PREMS APR 2013		1,413.30
	1374	HEALTH PREMS APR 2013		545.00
	1374	HEALTH PREMS APR 2013		-543.58
Total for Check Number 247:				6,028.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
248	CBI001 1704836	CBIZ PAYROLL PR 4/11/14	04/23/2014	117.23
Total for Check Number 248:				117.23
249	PRJ001 APR2014 APR2014 APR2014 APR2014 APR2014	PLIC SBD GRAND ISLAND PRINCIPAL FINANCIAL DENT PREMS APR 2014 DENT PREMS APR 2014 DENT PREMS APR 2014 DENT PREMS APR 2014 DENT PREMS APR 2014	04/23/2014	86.73 -86.18 194.88 151.79 194.88
Total for Check Number 249:				542.10
250	SCE001 X00923	SOUTHERN CALIFORNIA EDISON ELEC-CITY HALL 2/28-4/1/14	04/23/2014	427.21
Total for Check Number 250:				427.21
251	STA003 APR2014	STATE COMPENSATION INSURANCE FUND WORK COMP PREM DEP APR 2014	04/23/2014	1,136.50
Total for Check Number 251:				1,136.50
252	TEL001 135667	TELE PACIFIC COMMUNICATIONS PHONE SVCS MAR 2014	04/23/2014	683.32
Total for Check Number 252:				683.32
253	VER001 9722008192	VERIZON WIRELESS WIRELESS SVC 2/19-3/18/14	04/23/2014	125.16
Total for Check Number 253:				125.16
254	VSP001 APR2014 APR2014 APR2014 APR2014	VISION SERVICE PLAN VISION PREMS APR 2014 VISION PREMS APR 2014 VISION PREMS APR 2014 VISION PREMS APR 2014	04/23/2014	18.71 46.45 33.55 33.55
Total for Check Number 254:				132.26
11983	WRR001 X00922	WESTERN RIVERSIDE REGIONAL CONSERVATION MSHCP MAR 2014	04/08/2014	60,621.99
Total for Check Number 11983:				60,621.99
11984	WRC001 X00921	WESTERN RIVERSIDE COUNCIL OF GOVERNMENT TUMF MAR 2014	04/08/2014	284,465.12
Total for Check Number 11984:				284,465.12
11985	ICS001 X00920	INTERNATIONAL COUNCIL OF SHOPPING CENTERS ICSC REG C. JACOBS 5/18-5/20/14	04/08/2014	570.00
Total for Check Number 11985:				570.00
11986	2HO001 123383 123383 123383	2 HOT UNIFORMS INC KPI150PORT MENS POLO XL (8) LK150PORT WOMENS POLO MED (8) EMBROIDERY SET UP FEE	04/23/2014	215.57 215.57 162.00
Total for Check Number 11986:				593.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11987	AME001 B127326 B127326 B127326	AMERICAN FIDELITY ASSURANCE CO LIFE/CANCER/ACC PREM APR14 LIFE/CANCER/ACC PREM APR14 LIFE/CANCER/ACC PREM APR14	04/23/2014	110.40 59.90 50.58
			Total for Check Number 11987:	220.88
11988	AME002 64503 64557 64603	AMERICAN FORENSIC NURSES BLOOD DRAWS JAN 14 BLOOD DRAWS FEB 14 BLOOD DRAWS MAR 14	04/23/2014	80.00 80.00 20.00
			Total for Check Number 11988:	180.00
11989	AME004 7313 7315	AMERICAN PRINTING AND PROMOTIONS SHOP EASTVALE BAGS SHOP EASTVALE FLYERS	04/23/2014	1,535.14 249.93
			Total for Check Number 11989:	1,785.07
11990	BIO001 28408 28409	BIO-TOX LABORATORIES BLOOD DRAW FEB/MAR 2014 BLOOD DRAW FEB 2014	04/23/2014	614.90 159.00
			Total for Check Number 11990:	773.90
11991	CAV001 3442 3443 3443 3443 3443 3443	CAVANAUGH LAW GROUP LEGAL SVCS MAR 2014 PN 11-0271 LEGAL SVCS MAR 2014 PN 12-0750 LEGAL SVCS MAR 2014 PN 11-0558 LEGAL SVCS MAR 2014 PN 13-0934 LEGAL SVCS MAR 2014 PN 13-0395 LEGAL SVCS MAR 2014	04/23/2014	10,809.60 1,482.00 1,459.20 205.20 570.00 2,211.60
			Total for Check Number 11991:	16,737.60
11992	COL001 16265 16265	COLTON SURVEYING INSTRUMENTS NIKON NPL-322 (COST SHARE W/JURUPA VALLEY) NIKON NPL-322 EXT WARRANTY (COST SHARE W/JUR)	04/23/2014	2,937.06 238.50
			Total for Check Number 11992:	3,175.56
11993	COR001 140777 140778	CORONA-NORCO UNIFIED SCHOOL DISTRICT XNG GUARD SVCS 1/19-3/1/14 XNG GUARD SVCS 1/19-2/1/14	04/23/2014	3,866.50 70.30
			Total for Check Number 11993:	3,936.80
11994	COV001 1260133691	COVERALL JANITORIAL SVCS APR 2014	04/23/2014	210.00
			Total for Check Number 11994:	210.00
11995	14-0011 X00926	CREATIVE CONTRACTORS PN 13-3218 REFUND OF DEPOSIT	04/23/2014	365.73
			Total for Check Number 11995:	365.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11996	DOJ001 024423 029230	DEPARTMENT OF JUSTICE BLOOD ANALYSIS FEB 2014 FINGERPRINTING WUENCE	04/23/2014	35.00 49.00
Total for Check Number 11996:				84.00
11997	DVU001 X00925	DV URGENT CARE PRE EMP PHYSICAL WUENCE	04/23/2014	107.00
Total for Check Number 11997:				107.00
11998	EAS004 X00928 X00929	EASTVALE COMMUNITY FOUNDATION REC SCHOLARSHIP APPVD 3/3/14 REC SCHOLARSHIP APPVD 3/17/14	04/23/2014	1,450.00 4,145.00
Total for Check Number 11998:				5,595.00
11999	ECO001 11	ECONOMICS CAL RECYCLE GRANT MAR 2014	04/23/2014	336.00
Total for Check Number 11999:				336.00
12000	ENV001 003	ENVISIONARY GRAPHICS DESIGN SHOP EASTVALE FLYER	04/23/2014	259.20
Total for Check Number 12000:				259.20
12001	HSW001 X00924	H.S. WINDOW CLEANING, INC. WINDOW CLNG MAR 2014	04/23/2014	25.00
Total for Check Number 12001:				25.00
12002	14-0013 X00932	ROBERT HOWARD BS1402264 OVRPYMT ON PERMIT	04/23/2014	36.00
Total for Check Number 12002:				36.00
12003	JOE001 24324	JOE A. GONSALVES & SON LEG SVCS 04/2014	04/23/2014	3,000.00
Total for Check Number 12003:				3,000.00
12004	K&A001 10483 10483 10483	K&A ENGINEERING INC DES/ENG SVCS FEB14-WALTER ST DES/ENG SVCS FEB14-ARCHIBALD AVE DES/ENG SVCS FEB14-CHANDLER ST	04/23/2014	863.34 269.80 1,348.97
Total for Check Number 12004:				2,482.11
12005	KUS001 496180 496219 496219	KUSTOM SIGNALS INC EXT WARRANTY FOR RAPTOR SER# RP08431 RAPTOR RP-1 RADAR RAPTOR RADAR-ADD'L WARRANTY (5 YR)	04/23/2014	810.00 1,821.40 810.00
Total for Check Number 12005:				3,441.40
12006	LEW002 089981	LEWIS OPERATING CORP CITY HALL LEASE 04/2014	04/23/2014	6,384.80
Total for Check Number 12006:				6,384.80
12007	MOU001 013294 013294 013294	MOUNTAIN VIEW TIRE & SERVICE INC REPLACE AIR FILTER FORD EXPLORER REPAIR THROTTLE BODY ASSMBLY FORD EXPLORER CLEAN EGR VALVE FORD EXPLORER	04/23/2014	23.21 12.91 153.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	013294	EXCH COOL SYS FLUID FORD EXPLORER		59.35
	013294	REPLACE SERPENTINE BELT FORD EXPLORER		55.21
	013294	LABOR-FORD EXPLORER SERVICE		239.00
Total for Check Number 12007:				543.04
12008	NAT003	NATIONWIDE COST RECOVERY SERVICES	04/23/2014	
	EVM11-A	FPR PROGRAM MAR 2014		8,205.00
	EVM11-A	FPR PROGRAM PENALTIES MAR 2014		875.00
Total for Check Number 12008:				9,080.00
12009	NBS001	NBS GOVERNMENT FINANCE GROUP	04/23/2014	
	21400071	LMD QTR ADMIN APR-JUN14		28.32
	21400071	LMD QTR ADMIN APR-JUN14		10.19
	21400071	LMD QTR ADMIN APR-JUN14		2,114.13
	21400071	LMD QTR ADMIN APR-JUN14		209.34
	21400071	LMD QTR ADMIN APR-JUN14		22.27
	21400071	LMD QTR ADMIN APR-JUN14		231.04
	21400071	LMD QTR ADMIN APR-JUN14		155.54
	21400071	LMD QTR ADMIN APR-JUN14		228.59
	21400071	LMD QTR ADMIN APR-JUN14		23.03
	21400071	LMD QTR ADMIN APR-JUN14		22.84
	21400071	LMD QTR ADMIN APR-JUN14		22.27
Total for Check Number 12009:				3,067.56
12010	PMC001	PMC	04/23/2014	
	39430	LEAL PROP SPEC PLAN JAN14		12,644.50
	39894	PUBLIC ASST MAR 14		5,696.25
	39894	DEPT MGMNT MAR 14		3,780.00
	39894	DEPT STAFF MTGS MAR 14		806.25
	39894	ADMIN MAR 14		823.75
	39894	COORD W/OTHER AGENCIES MAR 14		615.00
	39894	GEN CORRESPOND MAR 14		13.75
	39894	BLDG PERMIT REVIEW MAR 14		980.00
	39894	BUS LICENSE REVIEW MAR 14		480.00
	39896	PN 10-0001 LENNAR/PULTE TRACT 31252 MAR13		26.25
	39896	PN 10-0016 TR 30971-ENCLAVE MAR13		928.75
	39896	PN 10-0058 NEW DAY CHRISTIAN CHURCH MAR13		497.50
	39896	PN 10-0121 DR HORTON TM 32491 MAR13		80.00
	39896	PN 10-0124 KB HOMES-TR 32821 MAR13		2,729.91
	39896	PN 10-0140 TR 31406- MERITAGE HOMES-GRADING MA		172.50
	39896	PN 11-0271 LEWIS ECC MAR13		10,941.65
	39896	PN 11-0335 KB HOMES - TR 30480 MAR13		402.50
	39896	PN 11-0354 ARCO MAR13		242.11
	39896	PN 11-0558 RICHLAND COMM PRD & TR 36423 MAR13		1,096.21
	39896	PN 12-0001 D.R. HORTON TRACT 31492 MAR13		891.25
	39896	PN 12-0051 WAL-MART SEC LIMONITE/ARCHIBALD MA		1,553.36
	39896	PN 12-0275 LENNAR PAR FOR TRACTS 36382 & 36373 M		1,287.61
	39896	PN 12-0297 TTM 29997-LENNAR MAR13		52.50
	39896	PN 12-0572 AT&T MONOPINE MAR13		527.01
	39896	PN 12-0679 BEAZER HOMES-HELLMAN/PINE MAR13		303.75
	39896	PN 12-0750 PAR FOR BIRCHER IND PK MAR13		5,950.20
	39896	PN 13-0120 STARBUCKS BLDG-ENCLAVE MAR13		12.02
	39896	PN 13-0395 VAN DEALE - TM 34014 MAR13		7,319.01
	39896	PN 13-0424 PC-AUTOZONE MAR13		331.25
	39896	PN 13-0471 PC-SHOP 4-ENCLAVE RETAIL MAR13		230.00
	39896	PN 13-0541 PC-SHOP 2-ENCLAVE MARKETPLACE MAR1		12.01
	39896	PN 13-0748 PC-ENCLAVE SHOP I MAR13		120.00
	39896	PN 13-0903 TI-STARBUCKS-ENCLAVE MAR13		52.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	39896	PN 13-1601 PRE-APP FOR 99 CENT STORE MAR13		31.25
	39896	PN 13-1789 ATT AT CEDAR CREEK PARK MAR13		120.00
	39896	PN 13-1792 THE RANCH MAR13		748.75
	39896	PN 14-0032 TIOS RESTAURANT ALCOHOL CUP MAR13		346.25
	39896	PN 14-0046 KASENBERGEN MDP & TTM 36696 MAR13		88.75
	39896	PN 14-0083 SCHLEISMAN ROAD PARKWAY RENOVATI		105.00
	39897	MISC CITY MGR REQUESTS MAR 14		1,720.00
	39897	DESIGN GUIDELINES		998.75
	39898	LEAL SPECIFIC PLAN MAR 14		17,888.09
Total for Check Number 12010:				83,646.19
12011	RAI001 X00930	RAIDEX PEST CONTROL SVCS 4/3/14	04/23/2014	70.00
Total for Check Number 12011:				70.00
12012	EXP001 X00931 X00931	RIVERSIDE COUNTY EXPLORER POST #880 EXPLORER COMPETITION (3 EXPLORERS) EXPLORER ACADEMY (3 EXPLORERS)	04/23/2014	755.00 675.00
Total for Check Number 12012:				1,430.00
12013	RCS001	RIVERSIDE COUNTY SHERIFF DEPARTMENT	04/23/2014	
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 CSO		13,500.50
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 MILEAGE		15,911.01
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 PATROL		281,462.03
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 PATROL OT		3,273.14
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 ZONE		36,336.00
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 ZONE OT		357.72
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 TRAFFIC		36,336.00
	SH0000023454	LAW ENF SVCS 1/9-2/5/14 TRAFFIC OT		476.96
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 CSO		13,892.45
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 CSO OT		81.92
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 MILEAGE		15,894.78
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 PATROL		300,595.93
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 PATROL OT		3,523.54
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 INVEST OT		640.53
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 ZONE		36,336.00
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 ZONE OT		1,252.02
	SH0000023522	LAW ENF SVCS 2/6-3/5/14 TRAFFIC		36,336.00
Total for Check Number 12013:				796,206.53
12014	RCT001	RIVERSIDE COUNTY TLMA ADMINISTRATION	04/23/2014	
	TL0000010291	FOSSIL FILTER MTCE OCT-DEC13		5,364.90
	TL0000010291	FOSSIL FILTER MTCE OCT-DEC13		66.51
	TL0000010291	FOSSIL FILTER MTCE OCT-DEC13		66.51
	TL0000010291	FOSSIL FILTER MTCE OCT-DEC13		119.80
	TL0000010291	FOSSIL FILTER MTCE OCT-DEC13		66.51
	TL0000010291	FOSSIL FILTER MTCE OCT-DEC13		1,799.00
	TL0000010390	ROAD MTCE FEB 2014		7,850.93
	TL0000010390	SIGNAL/LIGHT MTCE FEB 2014		12,954.91
	TL0000010421	FOSSIL FLTR MTCE JAN-FEB14		9,879.89
	TL0000010421	FOSSIL FLTR MTCE JAN-FEB14		183.79
	TL0000010421	FOSSIL FLTR MTCE JAN-FEB14		183.79
	TL0000010421	FOSSIL FLTR MTCE JAN-FEB14		79.79
	TL0000010421	FOSSIL FLTR MTCE JAN-FEB14		361.79
Total for Check Number 12014:				38,978.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12015	14-0012	ROOMS N COVERS	04/23/2014	
	X00927	PN 13-1806 REFUND-CANCEL		311.50
	X00927	PN 13-1806 REFUND-CANCEL		1.00
	X00927	PN 13-1806 REFUND-CANCEL		0.90
Total for Check Number 12015:				313.40
12016	STA001	STAPLES ADVANTAGE	04/23/2014	
	8029230380	OFFICE SUPPLIES		9.63
	8029230380	OFFICE SUPPLIES		14.04
	8029230380	OFFICE SUPPLIES		9.66
	8029230380	OFFICE SUPPLIES		10.79
	8029311141	OFFICE SUPPLIES		23.03
	8029311141	OFFICE SUPPLIES		50.50
Total for Check Number 12016:				117.65
12017	SYN001	SYNOPTTEK	04/23/2014	
	222529	IT SVCS APR 2014		2,505.00
	222613	HP LASERJET PRINTER M551N (2)		900.72
	222613	HP LASERJET PRINTER M551DN (1)		603.72
	222613	SETUP, UPDATE, CONFIGURE TABLETS (3)		627.00
	222733	LABOR-INSTALL HP PRINTERS (3)		625.00
Total for Check Number 12017:				5,261.44
12018	PRE001	THE PRESS-ENTERPRISE	04/23/2014	
	101238710	ADV MUNI CODE 10.02 AMEND		77.00
	101238720	PN 11-0354 ZONE CHANGE		88.00
	i01245397	ADV ORD 2014-03		77.00
	101248997	PN 12-0750 ADV-NOPH		195.80
	101251500	NOI SO CAL GAS FRANCHISE		100.10
Total for Check Number 12018:				537.90
12019	VOY001	VOYAGER FLEET SYSTEMS INC	04/23/2014	
	869288209413	FUEL FEB/MAR 2014		320.69
Total for Check Number 12019:				320.69
12020	XER001	XEROX CORPORATION	04/23/2014	
	073353447	COPIER LEASE MAR 14		308.19
	073353447	COPIER USAGE MAR 14		866.11
Total for Check Number 12020:				1,174.30
Report Total (51 checks):				<u>1,355,198.28</u>



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER FOR COUNCIL RELATED ITEMS

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

BACKGROUND:

The attached list of invoices for council related expenditures was reviewed by the Finance Committee on April 16, 2014 and has been recommended for payment.

DISCUSSION:

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

FISCAL IMPACT:

Funds are available for the payment of the warrants (wire no. 246) in the amount of \$3,690.98. The warrants have been reviewed and approved by the Finance Committee on April 16, 2014.

Ric Welch, Council Member

William Link, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

Accounts Payable

Checks by Date - Detail by Check Number

User: jgitmed
Printed: 4/14/2014 9:36 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
246	ATI001	ATIRA CREDIT MASTERCARD	04/26/2014	
	JTRTRHP	TABLETS AND CASES COUNCIL		3,141.48
	2RN20M	LODGING RUSH 3/12-3/13/14 LEADERSHIP FORUM		308.00
	6RZW4Q	TRAVEL RUSH 3/12-3/14/14 LEADERSHIP FORUM		406.50
	AG584X	TRAVEL RUSH REFUND		-165.00
			Total for Check Number 246:	3,690.98
			Report Total (1 check):	<u>3,690.98</u>



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

TO: CITY COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: GRANTING A FRANCHISE AGREEMENT TO SOUTHERN CALIFORNIA GAS COMPANY

RECOMMENDATION: INTRODUCE AND HOLD FIRST READING OF ORDINANCE NO. 2014-05, ENTITLED: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, GRANTING TO SOUTHERN CALIFORNIA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO CONSTRUCT, MAINTAIN AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING GAS FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON, AND UNDER THE PUBLIC STREETS AND PLACES WITHIN THE CITY OF EASTVALE

BACKGROUND:

During the process of creating the Municipal Code for the City of Eastvale, city staff and the Southern California Gas Company could not reach agreement on terms of the franchise agreement which all other utilities currently have with the City. The City and Gas Company have proposed the attached ordinance which spells out the terms of the franchise.

DISCUSSION:

The City has entered into franchise agreements with Southern California Edison, waste management companies and cable television providers. The purpose of these franchises is to allow these firms to work in the public right-of-way to provide services to the community. Typically these services are essential to the City. These services also require that the franchisee also perform work in the public right of way on a regular basis, creating wear and tear on the City's infrastructure.

This ordinance provides the terms and conditions by which the Gas Company can utilize the City's infrastructure and in turn the Gas Company provides an annual franchise fee for that right.

FISCAL IMPACT:

The Gas Company has been paying the annual franchise fee of 2% of sales since the City incorporated as a good faith effort. The City receives approximately \$160,000 a year in franchise fees from Southern California Gas Company.

ATTACHMENTS:

Ordinance No. 2014-05

Prepared by: Carol Jacobs, City Manager

Reviewed by: John Cavanaugh, City Attorney

ORDINANCE NO. 2014-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, GRANTING TO SOUTHERN CALIFORNIA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO CONSTRUCT, MAINTAIN AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING GAS FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON, AND UNDER THE PUBLIC STREETS AND PLACES WITHIN THE CITY OF EASTVALE.

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

SECTION 1 DEFINITIONS.

Whenever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meaning assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning).

(a) The word "grantee" shall mean Southern California Gas Company, and its lawful successors or assigns;

(b) The word "city" shall mean the City of Eastvale, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form;

(c) The word "streets" shall mean the public streets, ways, alleys and places as the same now or may hereafter exist within said city, including state highways, now or hereafter established within said city, and freeways hereafter established within said city;

(d) The word "franchise" shall mean and include any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to construct, maintain and use pipes and appurtenances for transmitting and distributing gas for all purposes under, along, across or upon the public streets, ways, alleys and places in the City, and shall include and be in lieu of any existing or future City requirement to obtain a license or permit for the privilege of transacting and carrying on a business within the City;

(e) The phrase "pipes and appurtenances" shall mean pipes, pipelines, mains, services, traps, vents, cables, conduits, communications infrastructure, vaults, manholes, meters, appliances, attachments, appurtenances and any other property located or to be located in, upon, along, across, or under the streets of the city, and used or useful in the transmitting and/or distributing of gas;

(f) The word "gas" shall mean natural or manufactured gas, or a mixture of natural and manufactured gas meeting the specifications required by the California Public Utilities Commission;

(g) The phrase "construct, maintain, and use" shall mean to construct, erect, install, lay, operate, maintain, use, repair, or replace; and

(h) The phrase "gross annual receipts" shall mean all gross operating receipts received by Grantee from the sale of gas to Grantee's customers within its service territory less uncollectible amounts and less any refunds or rebates made by Grantee to such customers pursuant to California Public Utilities Commission orders or decisions.

SECTION 2. PURPOSE.

That the right, privilege and franchise, subject to each and all of the terms and conditions contained in this ordinance, and pursuant to the provisions of Division 3, Chapter 2 of the Public Utilities Code of the State of California, known as the Franchise Act of 1937, be and the same is hereby granted to Grantee to construct, maintain and use pipes and appurtenances for transmitting and distributing gas for any and all purposes, under, along, across or upon the streets of the City.

SECTION 3. TERM.

Said franchise shall be indeterminate from and after the effective date hereof; that is to say, said franchise shall endure in full force and effect until the same shall, with the consent of the Public Utilities Commission of the State of California, be voluntarily surrendered or abandoned by the Grantee, or until the state or some municipal or public corporation thereunto duly authorized by law shall purchase by voluntary agreement or shall condemn and take under the power of eminent domain, all property actually used and useful in the exercise of said franchise and situate in the territorial limits of the state, municipal, or public corporation purchasing or condemning such property, or until said franchise shall be forfeited for non-compliance with its terms by the Grantee.

SECTION 4. CONSIDERATION.

(a) The Grantee of said franchise shall, during the term thereof, pay to the City at the times hereinafter specified, in lawful money of the United States, a sum annually which shall be equivalent to two percent (2%) of the gross annual receipts of said Grantee arising from the use, operation or possession of said franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of Grantee derived from the sale of gas within the limits of said City under this franchise.

(b) The Grantee shall file with the Clerk of City, within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the granting hereof, and within three (3) months after the expiration of each and every calendar year thereafter, a duly verified statement showing in detail the total gross annual receipts of such Grantee during the preceding calendar year, or such fractional calendar year, from the sale of gas within said City. Such Grantee shall pay to City within fifteen (15) days after the time for filing such statement, in lawful money of the United States, the aforesaid percentage of its gross annual receipts for such calendar year, or such fractional calendar year, covered by such statement.

(c) Grantee shall pay to City any applicable Municipal Public Lands Use Surcharge pursuant to California Public Utilities Code Section 6350 et seq.

(d) At all reasonable times, and upon reasonable prior notice, the Grantee shall permit the City to examine at its own expense, any and all books, accounts, papers, and other records kept or maintained by the Grantee or under its control that are necessary for the City to verify the accuracy of payments made by Grantee or due to the City as a result of this Franchise provided, however, that Grantee shall redact any customer identification information which the Grantee is

required under law or regulation to keep confidential, and further provided that SoCalGas is not responsible for delays by the City or State to provide information required by SoCalGas to update its records with respect to any potential City enlargements, consolidations or annexations. Upon examination and in the event City discovers inaccuracies in payments made by Grantee to the City, Grantee shall reimburse City for all reasonable expenses in the examination of Grantee's books, accounts, papers and other records thereof within forty-five (45) days after the City furnishes the Grantee with a written statement of such expenses. Such reimbursement shall be limited to instances where Grantee has underpaid the City in excess of five percent (5%) of what was owed. To the extent such underpayment is at or below five percent (5%), City shall solely bear the cost of such audit.

SECTION 5. OTHER FRANCHISES.

This grant is made in lieu of all other franchises owned by the Grantee, or by any successor of the Grantee to any rights under this franchise, for transmitting and distributing gas within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6. OBLIGATIONS OF GRANTEE.

(a) All facilities or equipment of Grantee shall be constructed, installed and maintained in accordance with and in conformity with all of the ordinances, rules and regulations heretofore, or hereafter adopted by the legislative body of this City in the exercise of its police powers and not in conflict with the paramount authority of the State of California, and, as to state highways, subject to the provisions of the general laws relating to the location and maintenance of such facilities.

(b) If any portion of any street shall be damaged by reason of defects in any of the pipes and appurtenances maintained or constructed under this grant, or by reason of any other cause arising from the operation or existence of any pipes and appurtenances constructed or maintained under this grant, Grantee shall, at its own cost and expense, immediately repair any such damage and restore such portion of such damaged street to as good condition as existed before such defect or other cause of damage occurred.

(c) The Grantee shall pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this franchise.

(d) Except for such losses or damages caused by the negligence or willful misconduct of City and any of its officers and employees, Grantee of the franchise granted hereby shall indemnify, save, and hold harmless, City and any officers and employees thereof against and from all damages, judgments, decrees, costs and expenditures which City, or such officer or employee, may suffer, or which may be recovered from, or obtainable against City, or such officer or employee, for, or by reason of, or growing out of or resulting from the exercising by Grantee of any or all of the rights or privileges granted hereby, or by reason of any act or acts of Grantee or its servants or agents in exercising the franchise granted hereby, and Grantee shall defend any suit that may be instituted against City, or any officer or employee thereof, by reason of or growing out of or resulting from the exercise by Grantee of any or all of the rights or privileges granted hereby, or by reason of any act or acts of Grantee, or its servants or agents, in exercising the franchise granted hereby.

SECTION 7 REMOVE OR RELOCATE FACILITIES.

(a) City reserves the right for itself to lay, construct, erect, install, use, operate, repair, replace, remove, relocate or maintain below surface or above surface improvements of any type or description in, upon, along, across, under or over the streets of the City. City further reserves the right to lawfully change the grade, alignment or width of any street. If the necessary exercise of the aforementioned reserve rights conflicts with any pipes and appurtenances of Grantee, constructed, maintained, and used pursuant to the provisions of the franchise granted hereby, whether previously constructed, maintained and used or not, Grantee shall, without cost or expense to City within ninety (90) days after written notice from the City Manager, or his designated representative, and request so to do, begin the physical field construction of changing the location of all facilities or equipment so conflicting. Grantee shall proceed promptly to complete such relocation to an alternative permanent location provided by City at such time.

(b) Irrespective of any other provision of this ordinance, Grantee's right to construct, maintain, and use, or remove pipes and appurtenances thereto shall be subject at all times to the right of the City, in the exercise of its police power, to require the removal or relocation of said pipes and appurtenances thereto at the sole cost and expense of Grantee, except (1) as the law may otherwise provide or, (2) except where Grantee's right to possession is pursuant to instruments evidencing right-of-way, easements other interest in real property, or (3) except where the removal or relocation is made at the request of the City on behalf of or for the benefit of any private developer or other third party.

(c) In the event that the City is made aware of a project developed by a governmental agency, water company, private party or the City that would be located within five hundred feet of a regulator station or other major gas facilities, City shall notify Grantee and work with Grantee and the implicated parties in order to assess potential economic and community impacts and facilitate coordinated and economically reasonable outcomes.

SECTION 8 TRANSFER OR SALE OF FRANCHISE.

Grantee of the franchise granted hereby shall file with the legislative body of the City within thirty (30) days after any sale, transfer, assignment or lease of this franchise, or any part thereof, or of any of the rights or privileges granted thereby, written evidence of the same, certified thereto by the Grantee or its duly authorized officers.

SECTION 9. FORFEITURE.

This franchise is granted upon each and every condition herein contained, and shall ever be strictly construed against Grantee. Nothing shall pass by the franchise granted hereby to Grantee unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of the franchise. If Grantee shall fail, neglect or refuse to comply with any of the conditions of the franchise granted hereby, and if such failure, neglect or refusal shall continue for more than thirty (30) days after written demand by the City Manager for compliance therewith, then City, by the City Council, in addition to all rights and remedies allowed by law, thereupon may terminate the rights, privilege, and franchise granted in and by this ordinance, and all the rights, privileges and the franchise of Grantee granted hereby shall thereupon be at an end. Thereupon and immediately, Grantee shall surrender all rights and privileges in and to the franchise granted hereby. No provision herein made for the purpose of securing the enforcement of the terms and conditions of the franchise granted hereby shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies and procedure outlined herein or provided, including forfeiture, shall be deemed to be cumulative.

SECTION 10. ACQUISITION AND VALUATION.

The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Grantee hereof either by purchase of through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee; nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the City therefor at the time of the acquisition thereof.

SECTION 11. PUBLICATION COSTS.

The Grantee of said franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting thereof, such payment to be made within thirty (30) days after the City shall have furnished such Grantee with a written statement of such expenses.

SECTION 12. EFFECTIVE DATE.

The franchise granted hereby shall not become effective until the later of the specified date in the franchise ordinance or the date written acceptance thereof shall have been filed by the Grantee with the City Clerk. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of the additional territory.

SECTION 13. WRITTEN ACCEPTANCE.

After the publication of this ordinance, the Grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with the terms and conditions hereof.

SECTION 14. PUBLICATION.

The City Clerk shall certify to the adoption of this ordinance, and within fifteen (15) days after its adoption, shall cause the same (with a list of the councilmembers voting for and against) to be published in the Press Enterprise, a newspaper of general circulation published and circulated in said City.

PASSED, APPROVED AND ADOPTED THIS 14th day of May, 2014

Attest:

Ike Bootsma, Mayor

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 2014-05 was introduced at a regular meeting of the City Council of the City of Eastvale held on the 23rd day of April, 2014 and was finally passed by the City Council of the City of Eastvale at a regular meeting held the 14th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel M. Hall



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: April 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC NORRIS, PLANNING

SUBJECT: COUNCIL DIRECTION TO STAFF ON THE LAND USE PROGRAM FOR THE LEAL SPECIFIC PLAN

RECOMMENDATION:

Staff recommends that the City Council direct staff to proceed with the creation of a Vision Plan and Specific Plan that reflect the land use program described earlier in this report.

BACKGROUND:

On February 26, 2014, Planning staff and the City's economic consultant for the Leal Specific Plan, Kosmont Companies, presented information to the City Council and Planning Commission regarding potential development scenarios for the Leal property (shown below).



Leal Property, at the northwest corner of Hamner and Limonite Avenues

The presentation to the Council and Commission included the results of the public outreach process conducted in January and February, which used social media to solicit ideas from the public on the type of project that should be built on the approximately 160-acre Leal property.

The consensus of the Council and Commission’s discussion was that the overall concept discussed by staff included a mixed-used project that included retail, office, hotel, civic center, and residential uses was appropriate. With that direction, staff and Kosmont Companies worked to refine the concept, with the goal of presenting a more refined plan to the City Council at tonight’s meeting. Since that time staff has been working with the property owner to come to a consensus for a vision for the property.

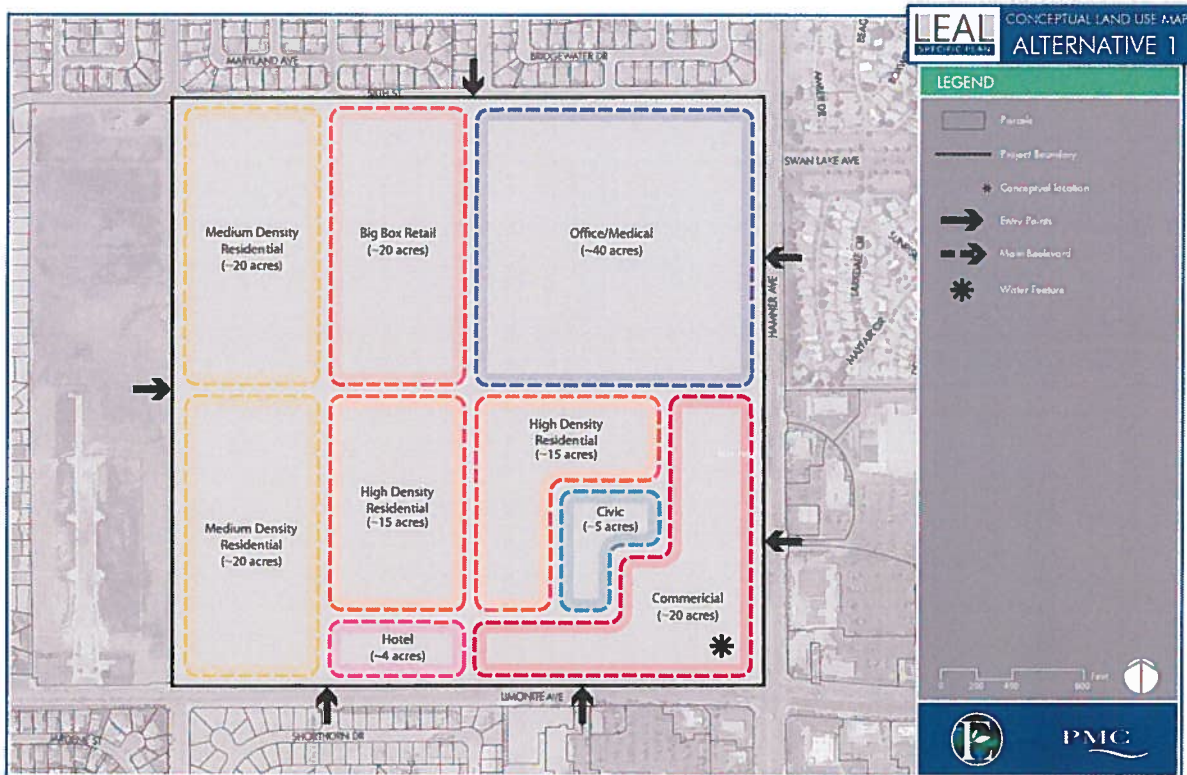
DISCUSSION:

The discussion below covers two items:

- Staff’s initial idea for defining land uses in the Vision Plan and Specific Plan, and
- A revised, more flexible land use program based on discussions with the property owner.

Initial Land Use Concepts

Staff and Kosmont’s initial work included the preparation of several variations on the map below, which attempted to define the appropriate sizes and locations of the various land uses which were discussed by the Council and Commission on February 26, 2014. These concepts reflected a more or less traditional approach to Specific Plans, which is produce a plan showing where future land uses will be located.



Staff presented these alternatives to the property owner, Mr. Brad Leal. Mr. Leal expressed a general discomfort with the specificity of the land use concepts, which he felt would preclude the amount of commercial development (1-million square feet or more) that he feels could occur on the site. The concepts were also seen by the property owner as too specific in designating locations for uses and tenants which have not yet been identified.

Following that initial meeting with the property owner, Planning staff and Kosmont discussed a different concept which incorporates more flexibility in the amount and location of some uses. This revised concept is described below.


Recommended Land Use Concept

The overall concept recommended by staff reflects a market-driven approach to determining the acreage and locations of the various land uses. Detailed standards in the Specific Plan for urban design, landscaping, signage, and community amenities would ensure that the quality and type of development in the Leal project reflects the City’s desire for a landmark project of regional significance.

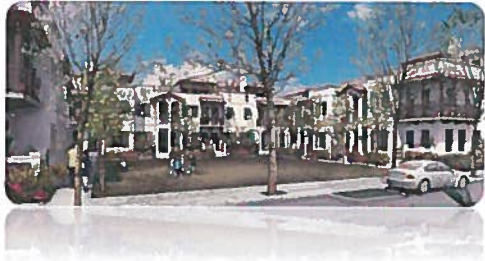


The land use concept proposed by staff is shown below. In discussions with the property owner, staff received his acceptance with this approach.

The Specific Plan would allow these uses in the acreages shown, but would not designate where they would be placed on the site.

Proposed Land Use Program

Land Use Type	Proposed	Notes
<p>Commercial</p> 	<p>326,700 – 1,300,000 SF</p>	<p>This category will allow the retail uses discussed with the Council and Commission, as well as large-format stores. Design guidelines for the retail area and other uses will be included in the Specific Plan.</p> <p>Minimum area (376,200 SF) ensures that a sufficiently-sized retail area is developed.</p> <p>Development of “big box” retail can occur within limits which will be provided in the Specific Plan.</p>

<p>Office</p> 	<p>Up to 920,000 SF</p>	<p>Maximum area is to ensure that this use is appropriately allocated in the project.</p> <p>Office may be built above retail in a mixed-used configuration.</p> <p>Allows for development of a hospital.</p>
<p>Hotel</p> 	<p>Up to 450 rooms</p>	<p>Permitted anywhere in the project.</p>
<p>Civic Center</p> 	<p>Not specified</p>	<p>Permitted anywhere in the project.</p> <p>Provides for a potential future city hall and other uses, such as a library, community center, or public park.</p>

<p>Medium Density Residential (14-21 units per acre)</p> 	<p>No minimum</p>	<p>This category provides for “townhome”-type development.</p>
<p>High Density Residential (22-40 units per acre)</p> 	<p>500 - 660 dwelling units, as mixed-use over retail or as stand-alone developments</p>	<p>This category provides for “apartment” or “condominium”-type housing.</p> <p>Assists the City in meeting a portion of its state-mandated requirement for future residential development of this type.</p>
<p>Other Community Features</p> 	<p>To be provided as part of the development of the project. Size and design per the Specific Plan.</p>	<p>Fountains, entry monuments, gathering places, etc.</p> <p>Acreage for community features is included in the totals above.</p> <p>These include a major entry feature at the Hamner/Limonite corner and open space/park uses associated with the civic center and residential uses.</p>

This land use program will be combined with standards and guidelines for:

- Site design (the arrangement of buildings on the site and the creation of public spaces)
- Architecture (the design and quality of buildings)
- Addressing the relationship of the project with surrounding neighborhoods and commercial areas
- Addressing the relationship of uses within the site (retail next to residential, office next to retail, etc.)
- Landscape architecture

- Signage
- Public amenities (such as a major entry statement at the Hamner/Limonite corner)
- Future planning efforts (specific requirements for the more detailed plans that will be submitted when specific uses are proposed)

The Vision Plan, which is the next step in the planning process for the Leal property, will expand on the discussion above, providing additional images and text to describe the overall concept for developing the project. Because specific locations for uses will not be defined, a conceptual illustration of the project (described for the Council and Planning Commission on Feb. 26, 2014) will not be included.

The Specific Plan, in turn, will build on the Vision Plan, providing detailed standards for all of the items listed above, as well as development standards (permitted uses, building heights, parking, etc.).

FISCAL IMPACT:

The preparation of the Leal Specific Plan is being funded from the General Fund. Ultimately, the City will recover the cost of the Specific Plan through fees paid by future development. The project, when it is developed, will also generate significant revenues for the City, in the form of sales tax and transient occupancy tax.

RECOMMENDATION:

Staff recommends that the City Council direct staff to proceed with the creation of a Vision Plan and Specific Plan that reflects the overall land use program described in this report.

Alternatively, the Council may provide different direction to staff, such as:

- Modifications to the land use concept
- Direction to work with the property owner to substantially revise the land use program

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



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: MAYOR'S APPOINTMENT TO THE WESTERN REGIONAL
COUNCIL OF GOVERNMENTS

RECOMMENDATION: APPOINT ONE MEMBER OF THE COUNCIL TO THE
WRCOG EXECUTIVE COMMITTEE

BACKGROUND:

The City as a member of WRCOG appoints a City Council Member to the Executive Committee. The Executive Committee is comprised of representatives from all member agencies and acts as the Board of Directors for WRCOG.

At the City Council meeting of April 9, 2014, Council Member Jeff DeGrandpre stepped down from his position as the City's appointee.

DISCUSSION:

Mayor Ike Bootsma has volunteered to be the City's representative on the Executive Committee of WRCOG.

FISCAL IMPACT:

None

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



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: APPOINTMENT OF PLANNING COMMISSIONER TO THE
ECONOMIC DEVELOPMENT COMMITTEE

RECOMMENDATION: APPOINT A PLANNING COMMISSIONER TO THE
ECONOMIC DEVELOPMENT COMMITTEE

BACKGROUND:

In June of 2013, the City Council established an Economic Development Committee to work on the City's Strategic Plan regarding Economic Development. The Committee consists of two Council Members, a Planning Commissioner and City staff. Since the appointment of Bill Link to the City Council, the Economic Development Committee does not have representative from the Planning Commission.

DISCUSSION:

In order to complete the composition of the Economic Development Committee, a member of the Planning Commission is requested to fill the vacancy left by Council Member Bill Link. The Commission was advised of the vacancy and asked to speak with their City Council member should they have an interest in the position.

FISCAL IMPACT:

None.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS

SUBJECT: APPROVAL OF CITY'S REQUEST FOR PROPOSAL FOR ENTRYWAY MONUMENT SIGNS

RECOMMENDATION: APPROVE CITY'S REQUEST FOR PROPOSAL FOR ENTRYWAY MONUMENT SIGNS

BACKGROUND:

On October 23, 2013, City Council adopted the Entryway Master Plan, which designates the planned locations of entryway monuments. The Entryway Master Plan also provides conceptual designs for several types of monuments. This Request for Proposal solicits proposals from qualified firms to provide professional design services and construction documents for community entryway monuments.

DISCUSSION:

As a relatively new jurisdiction, the City of Eastvale seeks to establish a sense of place that identifies their community and develop a "look and feel" for the community through color, material, and style. The creation of clearly-identifiable entries into a community, or "entryway monuments", is also an important part of the creation of local identity and civic pride. Entryways can generally be defined as the points of entry into the City of Eastvale, and can be expected to carry the largest number of vehicles that enter and leave the City on a daily basis.

On October 23, 2013, the Eastvale City Council adopted the Entryway Master Plan. The Entryway Master Plan is included as Attachment '2'. The Entryway Master Plan designates the planned locations of community entryway monuments, and provides conceptual designs for several types of monuments. The Entryway Master Plan proposes approximately 15 locations throughout the City that are appropriate for entryway monuments. These points of entry are envisioned as prime opportunities for the City to give individuals a positive first impression as they enter the City of Eastvale, and to provide a pleasant reminder of the community as they

depart. This vision is in accordance with the goals and policies stated in the Design Chapter of the Eastvale General Plan.

Construction and installation of the entryway monuments will take place over time. As discussed in the Entryway Master Plan, some of the entryway monuments will be built by the City as funds allow; others will be built as a requirement of development projects; and others could be sponsored by the public sector.

In general, the work solicited in this Request for Proposal (included as Attachment '1') consists of the completion of an entire set of construction documents for four (4) types of entryway monuments. Once the City has a complete set of construction documents, entryway monuments will be constructed as funds permit. Construction services for the entryway monuments will be conducted through a separate bid process.

FISCAL IMPACT:

Costs for the Request for Proposal would vary based on the proposals submitted by qualified firms interested in designing the construction documents. Currently there is not funding available for this project. It is estimated that the cost of this project is \$40,000 and will be presented as an option to the City Council for the fiscal year 2014-15 budget.

ATTACHMENTS:

1. Request for Proposal: Entryway Master Plan
2. Entryway Master Plan

Prepared by: Kirsten Rowe, Management Analyst
Reviewed by: Carol Jacobs, City Manager
John Cavanaugh, City Attorney

REQUEST FOR PROPOSAL

ENTRYWAY MONUMENT DESIGN SERVICES

For the

City of Eastvale



RETURN PROPOSAL TO:

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

RELEASED ON XX

DEADLINE FOR PROPOSAL SUBMITTAL:

4:00 P.M., XX

**REQUEST FOR PROPOSAL
ENGINEERING DESIGN SERVICES**

TABLE OF CONTENTS

I. ORGANIZATION OVERVIEW	4
II. PROJECT DESCRIPTION	4
III. GENERAL	5
IV. PROPOSED SCOPE OF SERVICES	5
V. GENERAL REQUIREMENTS	7
VI. FEE PROPOSAL	8
VII. CITY RESPONSIBILITIES	9
VIII. RFP SUBMISSION REQUIREMENTS/SCHEDULE	9
IX. PROPOSAL REJECTION	9
X. ADDENDA	9
XI. PROPOSAL CONTENT AND SIGNATURE	10
XII. ACCEPTANCE OF CONTRACT	10
XIII. CONSULTANT AND/OR SUBCONTRACTOR RESPONSIBILITIES	11
XIV. DISCLOSURE	11
XV. DELAYS	11
XVI. RULES FOR PROPOSALS	11
XVII. METHOD OF PAYMENT	12

XVIII. REGULATIONS 12

XIX. INFORMATION REQUIRED FROM CONSULTANTS 12

XX. SUPPLIED TO OFFEROR 13

XXI. ADDITIONAL INFORMATION AND COMMENTS 13

XXII. SELECTION CRITERIA 13

ATTACHMENTS

**ATTACHMENT A – CERTIFICATION OF NON-DISCRIMINATION BY
CONSULTANTS 14**

**ATTACHMENT B – SAMPLE PROFESSIONAL SERVICES
AGREEMENT 15**

ATTACHMENT C – EASTVALE GRAPHIC DESIGN STANDARDS 28

ATTACHMENT D – EASTVALE ENTRYWAY MASTER PLAN 39

REQUEST FOR PROPOSAL

ENTRYWAY MONUMENT DESIGN SERVICES

I. ORGANIZATION OVERVIEW

The City of Eastvale, California, incorporated October 1, 2010, is a community of approximately 57,000 nestled at the northwest corner of Riverside County. It is a General Law city operating under the City Council/City Manager form of government. The five-member Council is elected at-large. The community encompasses 13.2 square miles and is bordered on the west by the cities of Ontario and Chino, on the south by the cities of Norco and Corona, and on the east by the City of Jurupa Valley.

Eastvale has a small but lively downtown commercial district, 35 miles of streets, and an active population which is interested and involved in the decision-making processes of the City. The City of Eastvale provides Public Works, Finance, Planning, Building & Safety, Administration, and Code Enforcement services. The City contracts with Riverside County to provide Police, Fire, and Animal Control services. Water, Sewer, and Recreation are provided by a separate agency. Electricity, including electricity for streetlights, is provided by the Southern California Edison Company.

Project Overview and Objectives

The City of Eastvale requests proposals from qualified firms to provide professional design services and a complete set of construction documents for community entryway monuments.

This Request for Proposals does not include the construction of any signs; this will be done separately in a future bid process(es).

II. PROJECT DESCRIPTION

As a relatively new city, the City of Eastvale seeks to establish a sense of place that identifies their community limits and develop a “look and feel” for the community through color, material, and style. The creation of clearly-identifiable entries into a community, or “entryway monuments”, is also an important part of the creation of local identity and civic pride. Entryways can generally be defined as the points of entry into the City of Eastvale and can be expected to carry the largest number of vehicles that enter and leave the City on a daily basis.

On October 23, 2013, the Eastvale City Council adopted the Entryway Master Plan (attached to this RFP as “Attachment D”). The Entryway Master Plan designates the planned locations of community entryway monuments and provides conceptual designs for several types of monuments. The Entryway Master Plan proposes approximately 15 locations that are appropriate for entryway monuments. The map

included in the Entryway Master Plan shows multiple signs in some locations, primarily to provide flexibility in the type and location of the signs. These points of entry are envisioned as prime opportunities for the City to give individuals a positive first impression as they enter the City of Eastvale, and to provide a pleasant reminder of the community as they depart. This goal is in accordance with the goals and policies of the Design Chapter of the Eastvale General Plan.

Construction and installation will take place over time. As discussed in the Entryway Master Plan, some of the entry monuments will be built by the City of Eastvale as funds allow; others will be built as a requirement of development projects; and others could be sponsored by the public or private sector.

III. GENERAL

The City of Eastvale (City) is soliciting proposals from qualified firms to provide professional design services and construction documents for community entryway monuments. A detailed scope of work is outlined in Section IV, Proposed Scope of Services.

Consultants shall provide notice to the City of their interest in this Request for Proposal (RFP) so the Consultant can be notified of any addendums in the RFP.

The City will enter into a Professional Services Agreement (Agreement), with a firm selected from the proposals received (attached to this RFP as "Attachment B").

The work, in general, consists of the completion of an entire set of construction documents for four (4) types of entry monuments, The Consultant must be able to provide the City all of the necessary services described herein.

The proposal shall be limited to fifteen (15) pages, excluding any appendix material. A cover letter shall summarize key factors and guarantee that key personnel will be committed to perform the required tasks throughout the duration of the contract. A schedule of fees and charges described in the following section "Cost and Price" shall be included in the proposal in a separate sealed envelope.

IV. PROPOSED SCOPE OF SERVICES

The work described in this Request for Proposals includes the preparation of construction documents for the following items. :

- Major entry monument
 - With City logo ¹
 - With City seal
- Minor entry monument
 - With City logo
 - With City seal

- Median entry monument
 - With City logo
 - With City seal

- Directional/Wayfinding sign
 - With City logo
 - With City seal

The City of Eastvale logo and seal must comply with the City of Eastvale Design Graphics Standard Manual (attached to this RFP as "Attachment C"). The logo/seal must be easily visible to passing vehicles and be distinguished from surrounding monument features.

The proposed entryway monuments shall be largely composed of readily-available materials that require little modification and may be assembled by any qualified contractor and with cost-effective methods. Accessories, ornaments, and the logo/seal may be crafted from custom materials. The design should use durable and low-maintenance materials; anti-graffiti and anti-theft components are encouraged.

Entryway monuments may be constructed in a variety of property conditions, so the construction should be appropriate for a wide spectrum of property types and constrained locations which may or may not have access to utility services. Designs with support for non-intrusive accent lighting, specifically of the logo/seal, through solar power or where utilities services are available, are desirable.

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.

Deliverables:

- Project schedule

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

- a. The Consultant shall prepare a structural calculation of each entryway monuments type's structural elements, including but not limited to foundations.
- 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.
- d. 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.
- e. A cost estimate in the format of the schedule of bid items shall be provided.

Deliverables:

- 35%, 65% and 95% PS&E submittals in both paper and electronic format
- Final construction documents - submit original drawings in both paper and electronic format
- Final cost estimate in both paper and electronic format

V. GENERAL REQUIREMENTS

1. Consultant shall perform all work in conformance with the latest City policies and procedures.
2. Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.
3. Consultant has total responsibility for the accuracy and completeness of all submittal documents and plans and shall quality check all such materials in advance of submittal. The City staff will review plans for conformity with the requirements of the Agreement. City reviews of Consultant submittals do NOT include detailed review or checking of design or the accuracy with which such designs are depicted in the documents and the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant.
4. The documents and plans furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be: a product of neat appearance; well organized; technically and grammatically correct; checked and dated; and having the designer and plan checker identified.
5. The Consultant shall have a quality control plan in effect during the entire time work is performed under the Agreement. The quality control plan shall establish a process which includes checking procedures for PS&E preparation, an independent constructability review, correcting and back checking procedures, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files. The City reserves the right to request proof of said documentation.
6. The Consultant's work is subject to inspections by representatives of the City.
7. The Consultant shall be a registered Civil Engineer.

8. The City may elect to stop work at any time in the Agreement, and will pay for work completed to that point on a time and materials basis.
9. The City reserves the right to modify or reject any or all proposals at the sole and absolute discretion. Proposals shall remain in effect for 90 days beyond the submittal date.
10. The City reserves the right to select one Consultant to perform design for all projects or select a Consultant for each individual project.
11. The selected Consultant shall enter into an Agreement with the City based upon the contents of the RFP and the Consultant's proposal. The Consultant shall carefully review the standard agreement, especially with regard to the indemnity and insurance provisions.

VI. FEE PROPOSAL

Consultants shall submit in a separate sealed envelope a detailed cost proposal that includes a not-to-exceed price to provide all of the requested services. It is anticipated that the Agreement resulting from this solicitation, if awarded, will be on a Not-to-Exceed contract with work billed at an hourly rate.

VII. CITY RESPONSIBILITIES

1. The City shall provide the following:
 - a. All construction inspection work and contract administration.
 - b. Any City record drawings, as available and any existing information in the possession of the City necessary to complete the design.
 - c. Project administration such as environmental review and permits including Right-to-Enter or temporary/permanent construction easements if necessary.

VIII. RFP SUBMISSION REQUIREMENTS/SCHEDULE

The City's tentative schedule for this RFP is as follows:

- Issue Request for Proposal (RFP): XXXXXX
- Submit Proposal: XXXXXX

The written proposal should include all attachments and exhibits, submitted as follows: one original (unbound), five paper copies, and one copy on CD-ROM in Microsoft Word or PDF format.

The complete proposal package, including all attachments and requisite copies, should be sealed and marked "Proposal for Entryway Monument Signs" and delivered to the City Clerk's Office at City Hall, 12363 Limonite Ave., Suite 910,

Eastvale, CA 91752, no later than 4:00 p.m. on XX.

IX. PROPOSAL REJECTION

The City reserves the right to reject any or all proposals submitted at its sole and absolute discretion, and is not liable for any pre-contractual expenses.

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (a) preparing the proposal in response to this RFP; (b) submitting that proposal to the City; (c) negotiating with the City in any matter related to this proposal; (d) any other expenses incurred by offeror prior to date of award, if any, of the contract. Consultant shall not include any such expenses as part of the price as proposed in response to this RFP.

X. ADDENDA

Any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the issuing office to those parties who have provided the proper Notice of Interest in responding to the RFP.

XI. PROPOSAL CONTENT AND SIGNATURE

Five (5) bound copies of the proposal will be required with all copies having been signed by the individual or, if a company, the company official with the power to bind the company in its proposal. Proposals shall be completely responsive to the RFP to be eligible for consideration. It shall include:

1. The Consultant's implementation plan (work plan) for each project of interest, including at a minimum, those tasks outlined in Section III (1) – Consultant Responsibility, of this Request for Proposals.
2. The Consultant's experience and history in performing this type of work, particularly those projects that have been successfully carried to construction. Include references of persons, firms, or agencies that the City may contact to verify the experience of the Consultant.
3. Organization chart setting forth who the project manager will be.
4. A statement of qualifications and experience for each individual expected to perform responsible portions of work.
5. Describe material in support of the proposal including articles, drawings, photographs, or other media that would be helpful in evaluating the proposal.
6. A time and materials proposal of the total cost for each step of the proposer's implementation plan; lump sum quotes for sub-consultant work and a "NOT TO EXCEED" figure for all the work to be performed. A copy of the standard hourly rate and fee schedule shall be included as part of the proposal.

A Cover Letter shall be addressed to Mr. George Alvarez, Public Works Director, and at the minimum must contain the following:

1. Identification of Consultant, including name, address, and telephone number.
2. Name, title, address, and telephone number of contact person during period of proposal evaluation.
3. A statement of the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
4. Signature of a person authorized to bind the Consultant to the terms of the proposal.

XII. ACCEPTANCE OF CONTRACT

The contents of the proposal of the successful Consultant shall become a contractual obligation if a contract ensues. Failure of a Consultant to accept this obligation will result in the cancellation of any award. Any damage accruing to the City as a result of a failure to contract may be recovered from the Consultant

XIII. CONSULTANT AND/OR SUBCONTRACTORS RESPONSIBILITIES

The City desires to enter into a Professional Services Agreement with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City. If the Consultant plans on using consultants and/or subcontractors as part of its implementation plan, then the consultant shall:

1. Provide the company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project.
2. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors.
3. Describe the Consultant's business and reporting relationship with any consultants and/or subcontractors.
4. Include references and resumes for all third party Consultants in your proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.
5. Obtain a City Business Registration.

XIV. DISCLOSURE

Any information, other than cost and price, which a Consultant does not wish to have disclosed, other than for the purpose of evaluation, should have each applicable sheet or part marked "Confidential" – this data shall not be disclosed or duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the response; provided that: the contract is awarded to this Consultant, or as a result of

or in connection with the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in this contract. This restriction will not limit the City the right to use information contained herein if it is obtained from another source.

XV. DELAYS

The City reserves the right to delay scheduled dates if it is to the advantage of the City.

XVI. RULES FOR PROPOSALS

The Consultant of the proposals must declare in writing that the only person, persons, company or parties interested in the proposal as principals, are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the principal Consultant.

XVII. METHOD OF PAYMENT

The method of payment to the successful Consultant shall be on a time and materials to a maximum fee basis on hourly rate and other fees as set by the design firm in their proposal. This hourly rate and other fees shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence and materials, and, any subcontracted items of work. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis. **The design fee will be negotiated with the Consultant(s) after the priority list has been established.**

XVIII. REGULATIONS

The selected Consultant shall be expected to comply will all applicable federal, state and local regulations, and Agreement provisions. The ensuing contract shall contain such contractual provisions and conditions necessary to define a sound and complete agreement.

XIX. INFORMATION REQUIRED FROM CONSULTANTS

Proposals shall be submitted in the format as described below:

Organization and Credentials

Provide a synopsis of the Consultant's qualifications and past experience.

Work Plan & Schedule

Provide a narrative rendition of the technical work plan. Show how all required tasks are to be completed and a schedule with anticipated durations.

Staffing

The Consultant shall identify their Project Manager as well as other key personnel to be assigned to the project, their qualifications, education, representative experience, and their capability to explore and resolve problems.

Subconsultants

The Consultant shall identify any subconsultants proposed on the project with the identification of personnel to be assigned, their qualifications, education, and representative experience.

XX. SUPPLIED TO CONSULTANT

The Consultant shall furnish a fee schedule for the proposed service.

The fee schedule (3 copies) and Attachment "A" shall be separately bound, sealed, and submitted to the City. The fee schedule shall include the following:

1. Any other direct charges.
2. Indirect costs or overhead.
3. Cost of supplies and materials (itemized).

Consultant may submit a revised fee schedule at the beginning of the calendar year for any adjustments to the hourly rates. The City must approve the revised hourly rates in writing prior to the revised rates taking effect. The consultant may be required to submit supporting back-up documentation for the revised fee schedule changes. The fee for each task will be negotiated following selection of the consultant.

XXI. ADDITIONAL INFORMATION AND COMMENTS

The contents under this heading are left to the discretion of the Consultant. Material shall be pertinent to the proposal, but not otherwise requested in the RFP.

XXII. SELECTION CRITERIA

An evaluation committee appointed by the Planning Director will review the proposals. The criteria for evaluating the proposals submitted will take the following items into consideration:

- Experience and reputation of the firm including a verification of data and references.
- Experience and credentials of key personnel assigned to the project.
- Understanding of project objectives and work tasks as evidenced in the

written narratives and oral interview.

- Adherence to Schedule: Demonstrate that the present workload of the firm and the availability of staff for the project will enable staying on schedule.
- Consultant's past record of performance in similar projects related to control of costs, quality of work and meeting schedules.
- Familiarity with the geographical area of the project.
- Fee (separate sealed envelope).

The ultimate Consultant selection will be based upon technical merit. Costs will be reviewed once a Consultant has been chosen. Subsequent to selection of a successful proposer, the City will draw up a contract reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to conduct interviews with prospective Consultants to clarify any issues or obtain additional information, as necessary.

ATTACHMENT "A"

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

TITLE OF PERSON SIGNING

SIGNATURE

DATE

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

ATTACHMENT "B"
Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this ____ day of ____ 2014, by and between the City of Eastvale ("City") and _____ ("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 ____, 201__ and continuing thereafter through _____, or unless sooner terminated by the parties as set out in Section 18 below.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original studies, assessments, reports, data, 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 _____ By _____
Ike Bootsma, Mayor

ATTEST:

Ariel Hall, Assistant City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney

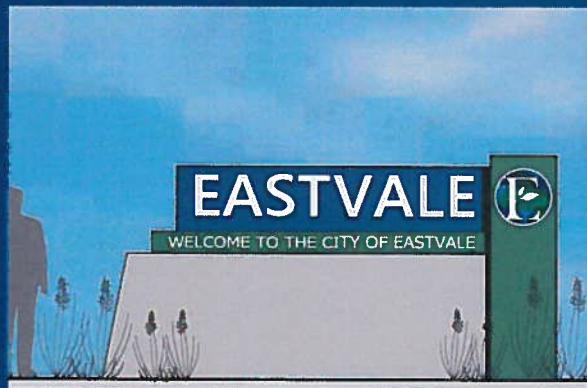
ATTACHMENT "C"
City of Eastvale Graphic Design Standards

ATTACHMENT "D"
City of Eastvale Entryway Master Plan



EASTVALE ENTRYWAY MASTER PLAN

October 23, 2013





ACKNOWLEDGEMENTS

City Council

Mayor Ike Bootsma
Mayor Pro Tem Adam Rush
Jeff DeGrandpre
Kelly Howell
Ric Welch

Planning Commission

Chairman Bill Link
Vice Chairman Fred Valentine
Daryl Charlson
Karen Patel
Joseph Tessari

Eastvale Community Foundation

Sharyn Link
Kelly Howell

City Staff

Carol Jacobs, City Manager
Eric Norris, Planning
Loreli Cappel, Planning
Chris Manning Planning
Martti Eckert, Planning





MASTER PLAN CONTENTS

1. Introduction
2. Entryway Locations
3. Entryway Signage Concepts
4. Implementation



1. INTRODUCTION

This Entryway Master Plan is a tool developed to guide the future location and design for the installation of community entryway monuments. Entryways can generally be defined as the points of entry into Eastvale and can be expected to carry the largest numbers of vehicles that enter and leave the city on a daily basis. These points of entry are envisioned as prime opportunities for the city to give individuals a positive first impression as they enter Eastvale and to provide a pleasant reminder of the community as they depart.

As a relatively new jurisdiction, the City of Eastvale seeks to establish a sense of place that identifies their community limits and develops a “look and feel” for the community through color, material, and style. The creation of clearly identifiable entries into a community, or “entry monuments,” is also an important part of the creation of local identity and civic pride. The importance of this issue is reflected in the following goal, policy, and action item from the Design Chapter of the Eastvale General Plan:

Goal DE-3: Promote the use of public art and entryway treatments into the city and its neighborhoods.

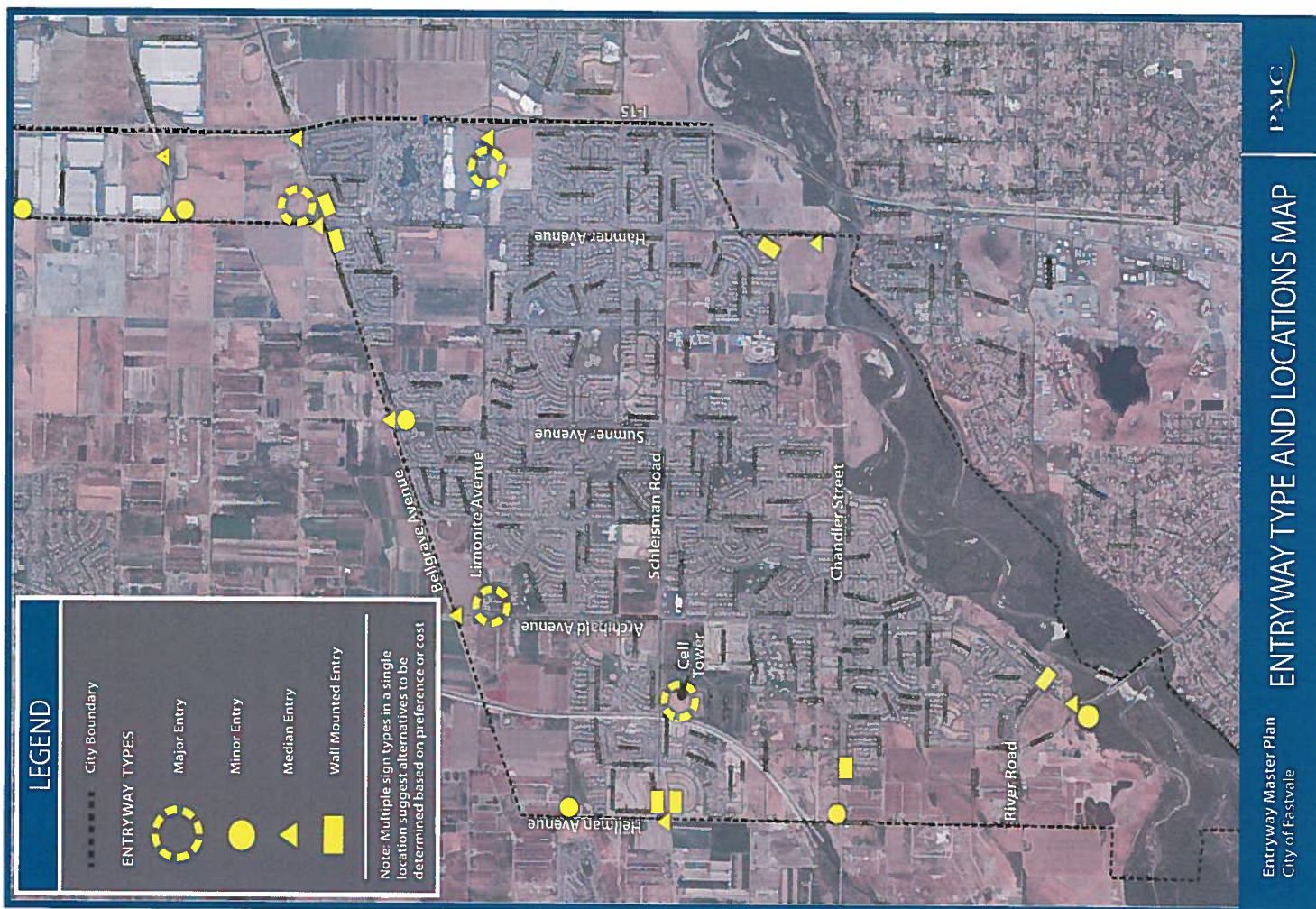
Policy DE-10: Entryways to the city should provide a clear sense of arrival and the tone for the overall design quality in Eastvale. The entry points shall be identified by the use of landscaping, trees, and/or architectural elements.

Action DE-10.1: Create and implement an Entryway Master Plan to identify the location of entry points, the design of entry statements, and their phasing and financing. The Entryway Master Plan should focus on major transportation corridors. The proposed designs and map addressed in this report will help the City fulfill its goal of improved community identity.

2. ENTRY LOCATIONS

The following exhibit shows the locations (about 15 in total) which are appropriate for designated entry monuments. The map shows multiple signs in some locations, primarily to provide flexibility in the type and location of the signs. These locations were selected to place signs where they will be most visible, on major roadways and in other “gateway” locations.





3. ENTRYWAY SIGNAGE CONCEPTS

Shown below are designs for five types of entry monuments intended to provide a clean, modern appearance reminiscent of the newly constructed Community Center with respect to lettering, form, materials, and style. These concepts are established to show a more formal style of signage typically reflected in municipal gateways, incorporating the City-approved colors as used in the City's logo. All concepts incorporate the City's "E" logo as well as the City seal, include simple geometric shapes, and contain substantial massing in general, which will result in somewhat higher cost; however, the level of maintenance on the materials used will be lower. Minimizing maintenance and graffiti has been considered in the development of these concepts.

To recognize the various types of available locations for signs and to establish a hierarchy of entries, several types of entry designs are provided:

- A major entry sign, which would be located to the side of the roadway, either in the parkway or at an intersection.
- A secondary entry sign, similar in design and placement to the major entry, but smaller and intended to be used in locations with less vehicle traffic.
- A median entry sign, designed to be placed in the roadway median. This entry type will be used where space is not available for a typical major or minor entry monument.
- A wall-mounted entry sign, which can be placed on existing perimeter walls at some of the entries into the city.
- A directional/wayfinding sign, which can be placed at key intersections or along major roadways to help users navigate to key landmarks and locations.

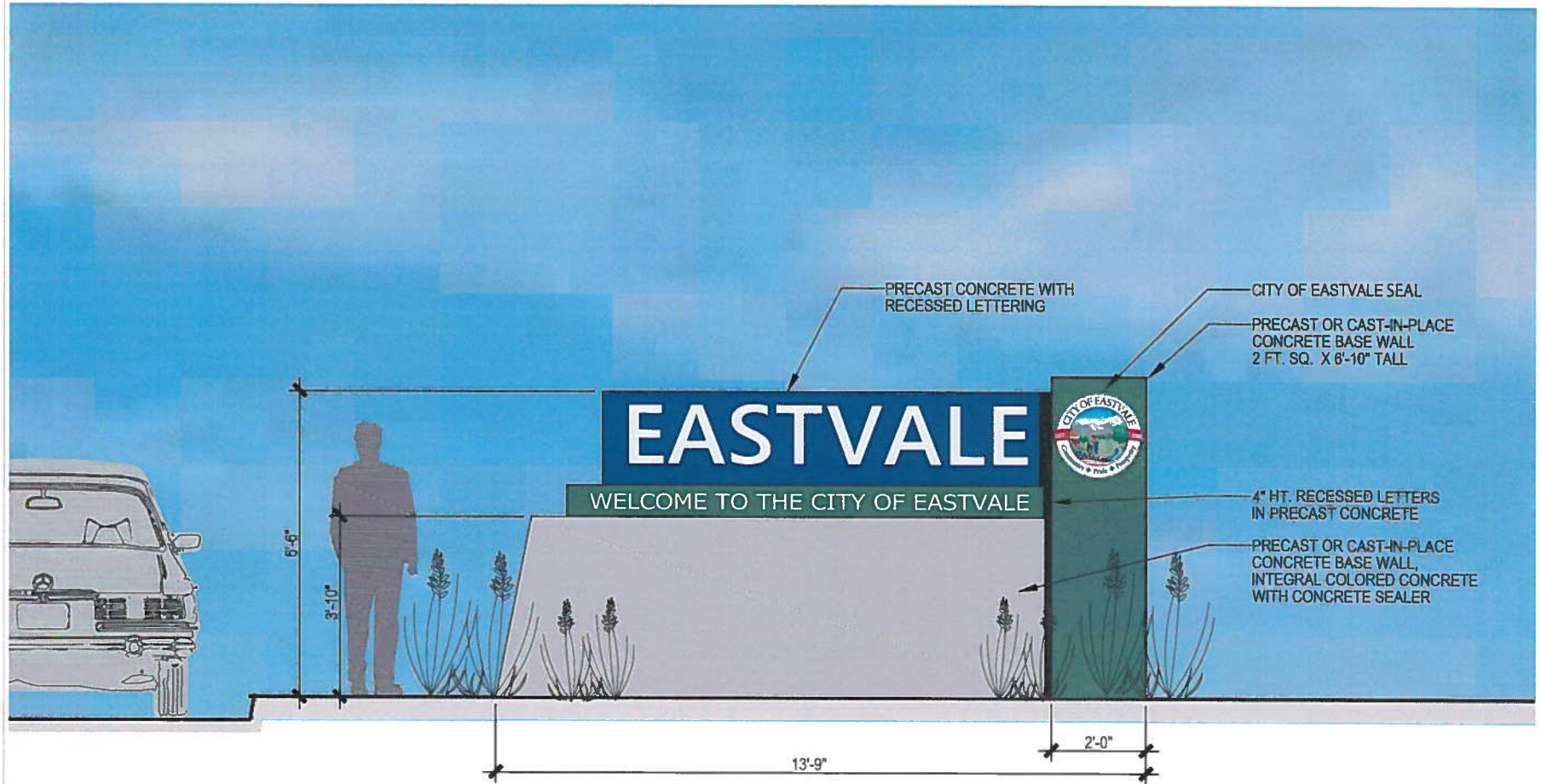
The previous map of potential locations shows where each type would be located; at some entries, several types are shown to provide flexibility in siting and building the signs. Conceptual illustratives of the proposed designs are shown below.





MAJOR ENTRY - WITH CITY LOGO



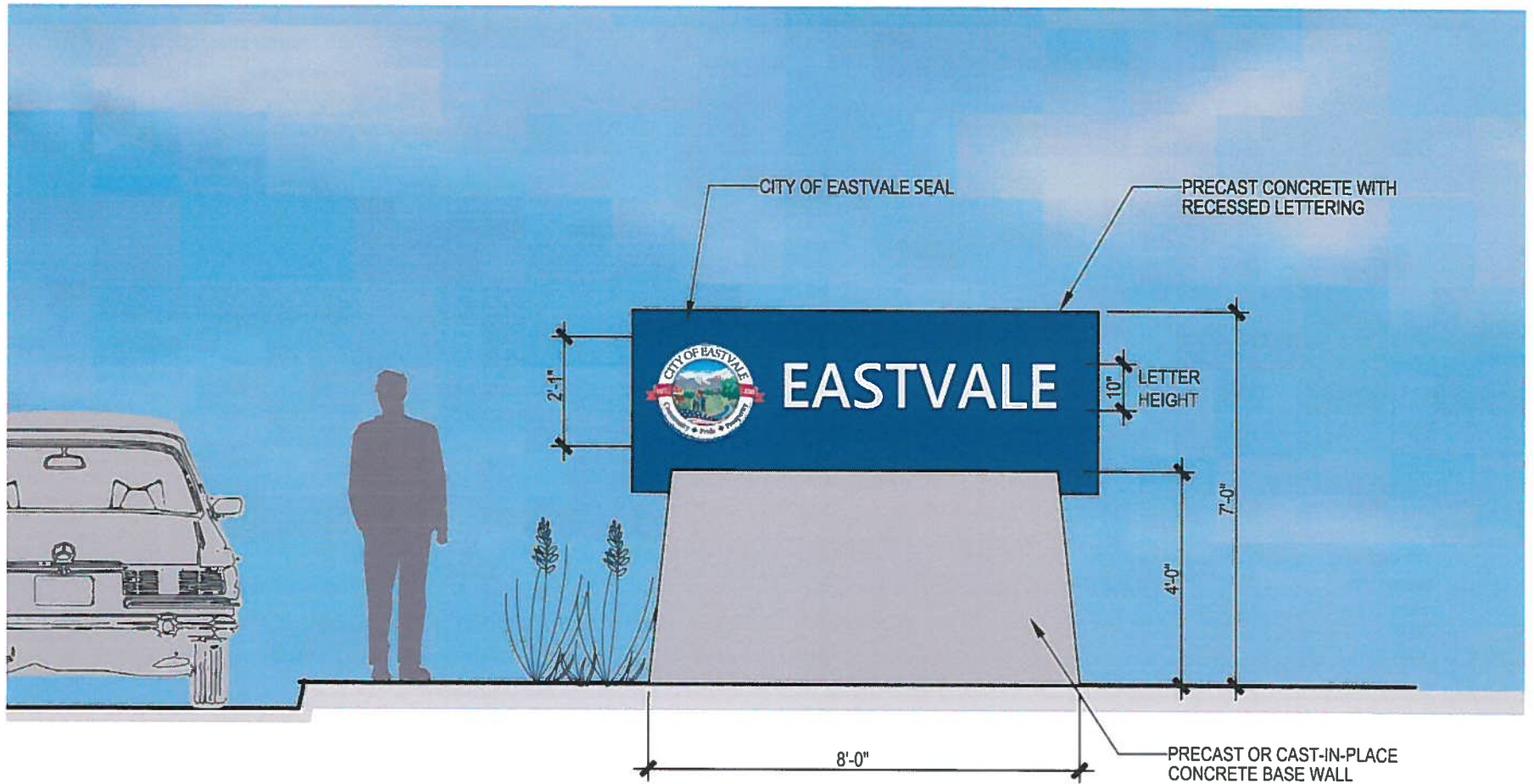


MAJOR ENTRY - WITH CITY SEAL



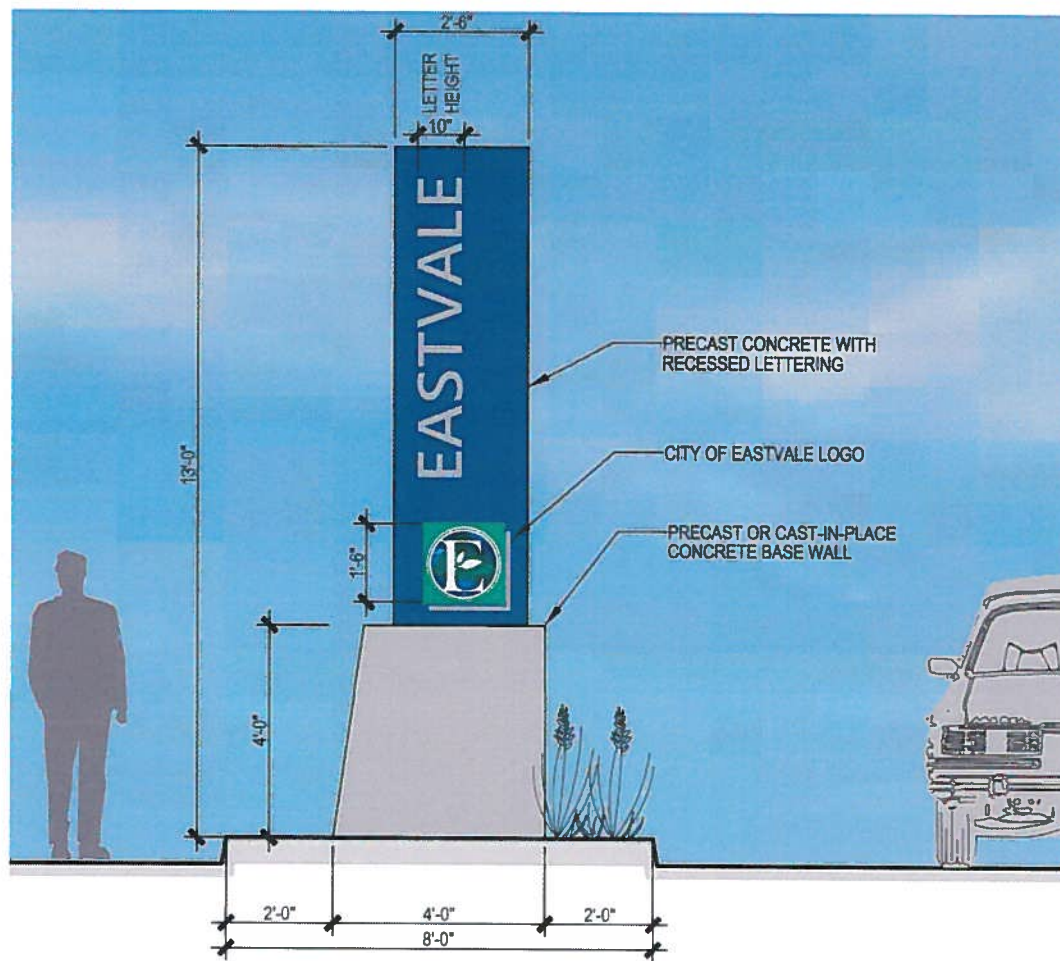
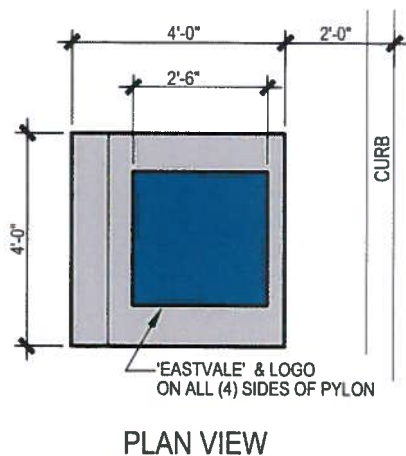


MINOR ENTRY - WITH CITY LOGO



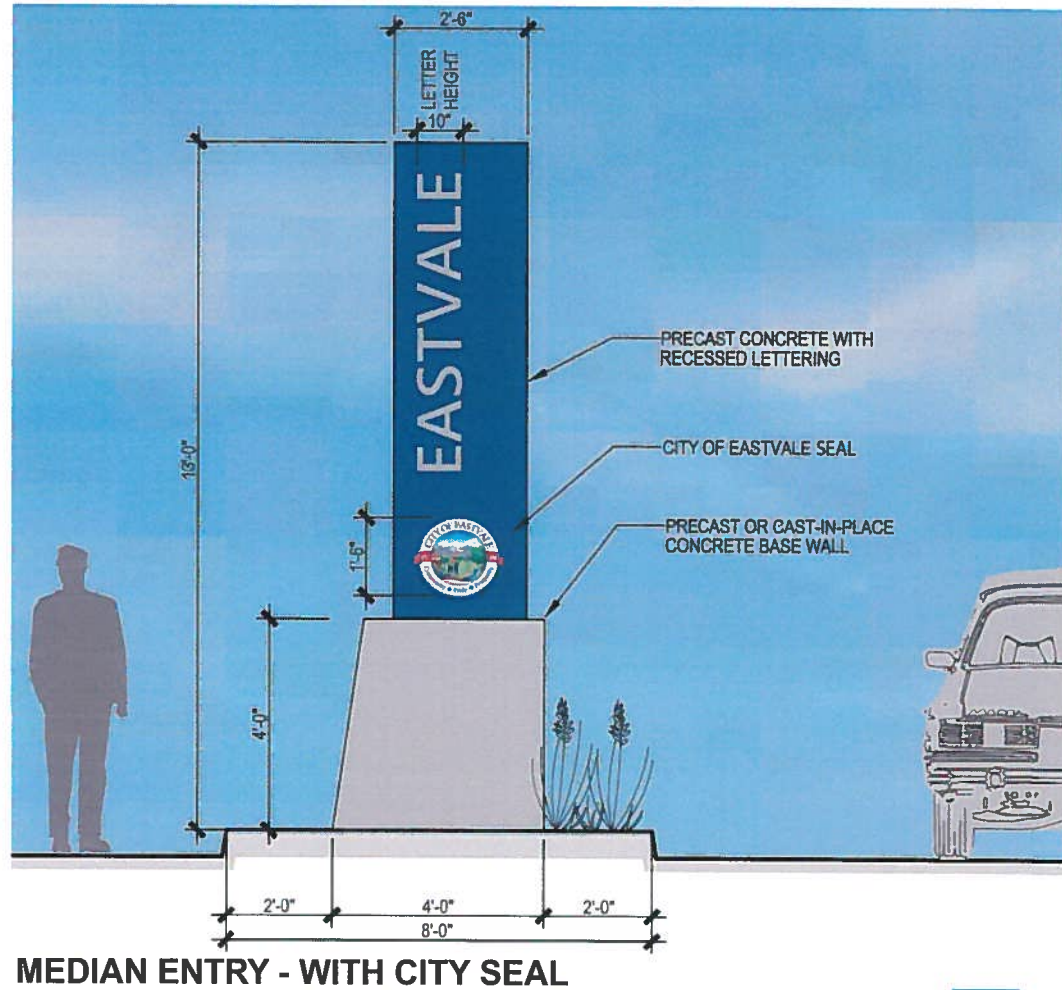
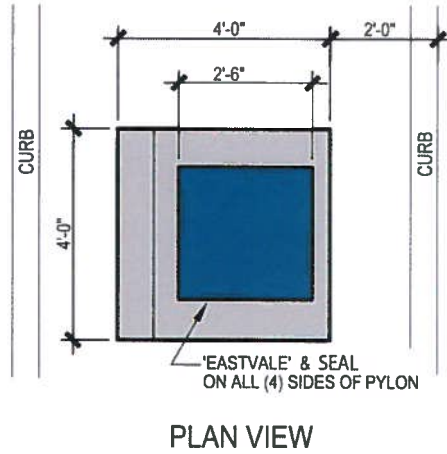
MINOR ENTRY - WITH CITY SEAL

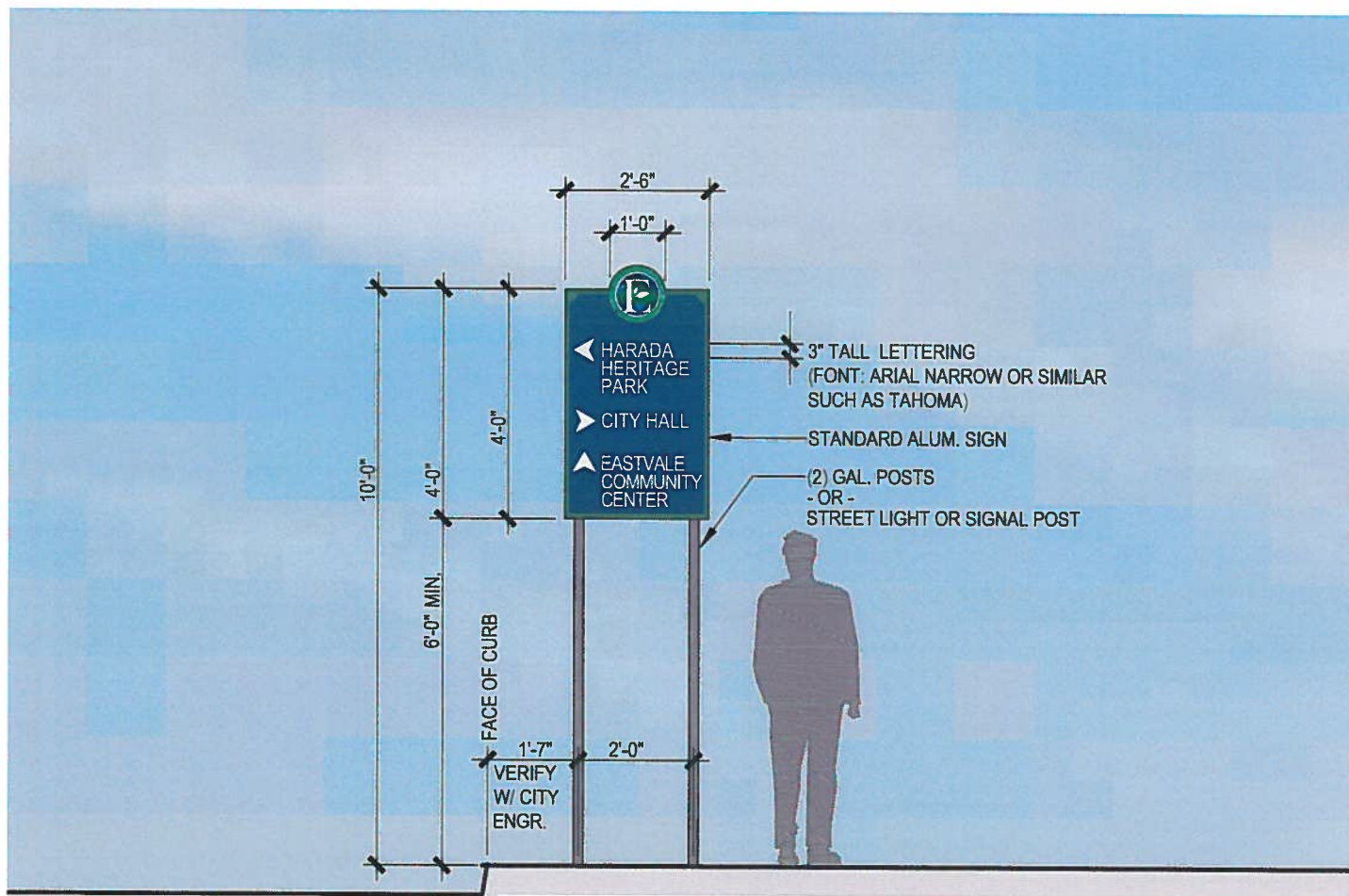




MEDIAN ENTRY - WITH CITY LOGO

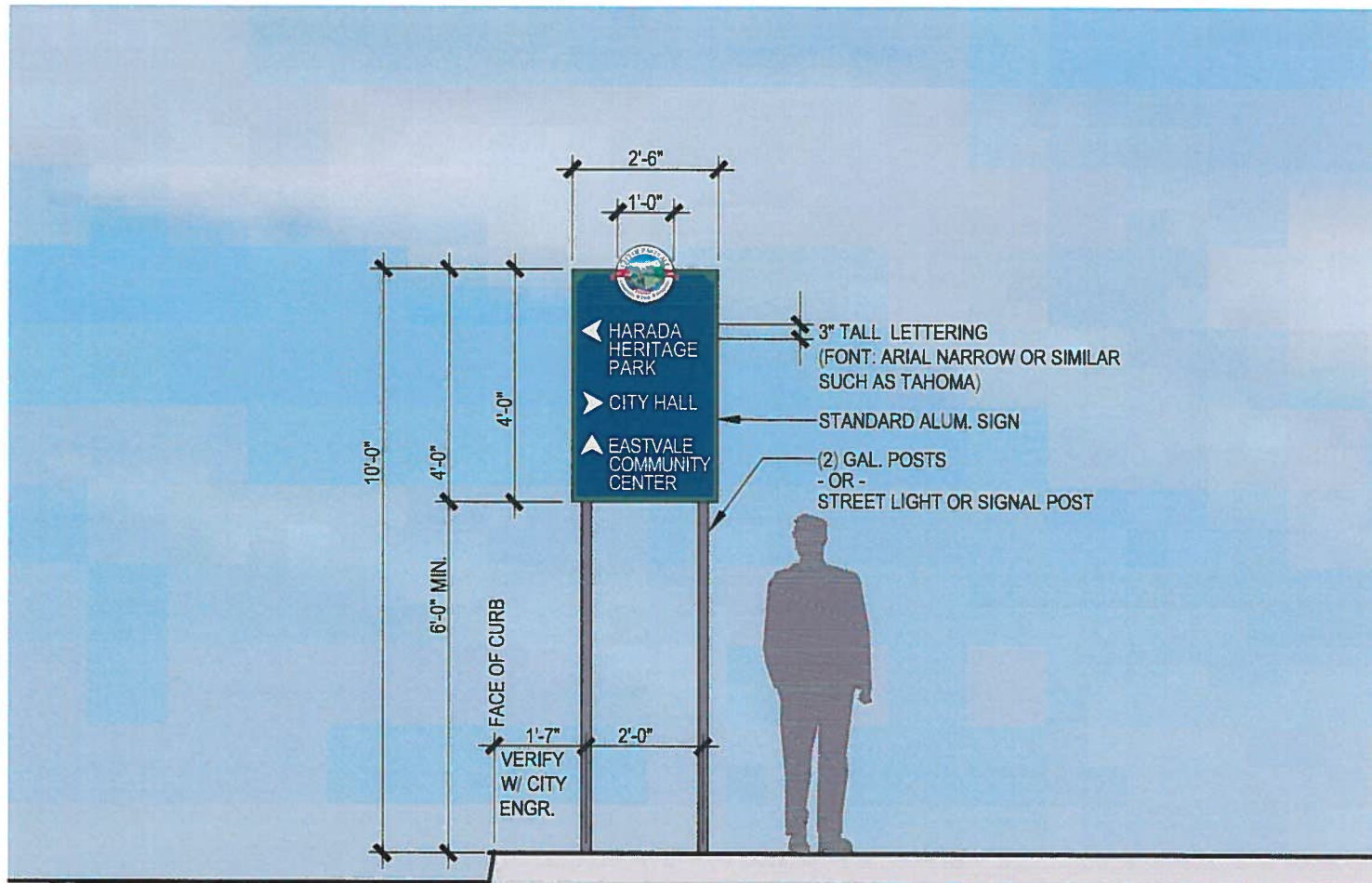






DIRECTIONAL/WAYFINDING SIGN WITH CITY LOGO





DIRECTIONAL/WAYFINDING SIGN - WITH CITY SEAL





4. IMPLEMENTATION

Project Cost

Very preliminary estimates are in the range of \$20,000 to \$30,000 for the largest signs. Once a design is selected by the City Council, the City can seek competitive bids for the signs; based on the results of the bids, the final designs may be adjusted to fit within budget constraints. This could be accomplished by selecting different (less expensive) materials, reducing the size of the signs, or changing the final design slightly.

Master Plan Implementation

The construction of the entries can occur in several ways. Entries will likely be built one at a time as funding allows or development occurs.

- The Eastvale Community Foundation has pledged to raise funds to construct entry monuments.
- Development that takes place at the locations of proposed entry monuments can be required to include the entries in the public infrastructure built as part of the development (roads, water/sewer, landscaping, etc.).
- The City can budget funds to construct entries.
- Other private groups can sponsor the construction of entries.

The next steps toward implementing this Entryway Master Plan are to initiate a competitive bid process for construction-level design, manufacturing, and installation of the monuments, select a contractor, and refine these concepts based on input from the selected firm.





City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: REQUEST FOR PROPOSALS – ARCHITECTURAL AND
ENGINEERING SERVICES FOR FIRE STATION NO. 2 AND
FIRE SERVICES TRAINING OPERATIONS CENTER

**RECOMMENDATION: AUTHORIZE ISSUANCE OF REQUEST FOR PROPOSALS
FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION NO. 2
AND FIRE SERVICES TRAINING OPERATIONS CENTER**

BACKGROUND:

The City of Eastvale contracts with the CalFire through the County of Riverside to provide fire services for the residents of Eastvale. Firefighters serve as emergency first-responders for the 13.1 square mile area with approximately 57,000 residents. The population growth of the City now requires an additional fire station within the City limits. On December 24, 2013, the City closed escrow on a 1.75 acre parcel located at 14491 Chandler Street to locate Eastvale's second fire station. The site has a useable frontage on Chandler Street of about 135 feet and is approximately 536 feet deep with a west property line fronting on Selby Avenue (see Exhibit "A" - Aerial Site Map).

DISCUSSION:

Staff has prepared a request for proposals (RFP) for Architectural and Engineering Services for Eastvale's second fire station, also known as CalFire Station No. 98 (see attached). The RFP is very comprehensive. It is intended to engage a consultant who will provide professional services and expertise concerning fire station and fire services training operations center design, construction and operation. As part of the site improvements, the RFP includes the design of roadway widening and storm drain improvements on Selby Avenue and Chandler Street.

A separate optional task is also included in the RFP for the design of a cellular/telecommunication tower as an integral part of the fire station. City staff is exploring the possibility to lease a portion of the site to telecommunication agencies that will fully operate and maintain the cell tower. They are also expected to pay for its design and construction costs.

After the RFP filing period closes, the proposals received will be reviewed and graded by a evaluation committee based upon each proponent's expertise, experience, and key personnel. Staff will return to the City Council with a recommendation in approximately 60 days.

The RFP has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

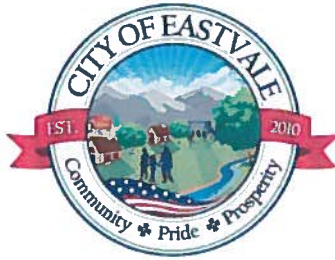
Fire Station No. 2 is currently budgeted in the Fiscal Year 2013/14 as project No. 95000. Funding for the design and construction of the Fire Station and the Training Center will be from the City of Eastvale Fire Funds. Gas Tax and Riverside County Flood Control Zone-2 Funding will cover the offsite street and storm drain improvements. A separate funding and lease agreement with the telecommunication agencies is anticipated to be finalized prior to entering into a professional services agreement with the chosen consultant.

ATTACHMENT(S):

- RFP for Architectural and Engineering Services for Fire Station No. 2 and Fire Services Training Operations Center
- Exhibit "A" – Aerial Site Map

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

CITY OF EASTVALE



Request for Proposals

Architectural and Engineering Services

for

**City of Eastvale Fire Station No. 2 and
Fire Services Training Operations Center**

**A Pre-Proposal Meeting will be held at the site
11:00 A.M., May 13, 2014**

Proposals Due before 4:00 P.M., May 22, 2014

**City Clerk's Office
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752**

TABLE OF CONTENTS

INTRODUCTION 3

PROPOSAL REQUIREMENTS 3

SUBMITTAL INFORMATION 3

PROPOSAL EVALUATION AND RECOMMENDATION 4

PROJECT BACKGROUND 4

PROJECT REQUIREMENTS 4

PROJECT SCHEDULE 4

PROJECT ADMINISTRATION 4

CONSULTANT SERVICES SCOPE OF WORK 4

CITY’S RIGHTS 5

AGREEMENT CONDITIONS5

ATTACHMENTS

 APPENDIX A – PROPOSAL REQUIREMENTS 7

 APPENDIX B – SELECTION CRITERIA 9

 APPENDIX C – AERIAL PHOTOS 10

 APPENDIX D – SITE AND BUILDING CRITERIA 12

 APPENDIX E – CONSULTANT SERVICES SCOPE OF WORK 14

 APPENDIX F – SAMPLE CONSULTANT SERVICES AGREEMENT 18

 APPENDIX G – INSURANCE REQUIREMENTS xx

INTRODUCTION

The City of Eastvale is accepting proposals from qualified Architectural and Engineering Consultants for Fire Station No. 2; Fire Services Training Operations Center (housing an Emergency Operations Center) and an optional radio/cell tower (the Project). These separate structures will be located on the same site owned by the City at 14491 Chandler Street (APN# 144-121-002). This Project has a total construction budget of \$3.1 million dollars.

PROPOSAL REQUIREMENTS

In order to be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Consultant's responsibility to ensure that its proposal arrives before the specified submittal deadline. Late proposals will NOT be considered.

The requirements contained herein are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions. Refer to Appendix A for Proposal Requirements. Proposals submitted in response to this RFP shall include complete responses to the requirements in the order presented. Proposals shall remain open, valid, and subject to acceptance anytime within one hundred twenty (120) calendar days after the proposal due date and up to the end of the agreement period.

Proposals cannot be withdrawn or corrected after being opened. The City will not be responsible for errors or omissions on the part of the Consultants in preparing their proposals. Statements should be a straightforward delineation of the Consultant's capability to satisfy both the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

SUBMITTAL INFORMATION

Prospective Consultants are advised to read all information carefully prior to submitting a proposal. One signed original, six (6) hard copies, and one CD/DVD copy of the proposal should be submitted to the City Clerk's Office before 4:00 PM, May 22, 2014. Proposals shall be submitted in a sealed envelope with Consultant's name, clearly marked as "Consultant Services for Fire Station No.2 and Fire Services Training Operations Center" and be addressed to:

**City Clerk's Office
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752**

Questions regarding this RFP are to be directed by e-mail to the City's Project Manager, Bob Williamson, Senior Project Architect at bwilliamson@interwestgrp.com. Such contact shall be for clarification purposes only. All questions must be received no later than May 15, 2014 at noon. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. Addendums and answers to submitted questions will be posted to the City of Eastvale Website and can be viewed by clicking <http://www.eastvaleca.gov/index.aspx?page=34>

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each Consultant assumes responsibility for timely submission of its proposal. Proposals will not be accepted by fax or electronically.

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received

by the City Clerk **prior** to the final time and date for the receipt of proposals. Once the deadline is past, Consultants are obligated to fulfill the terms of their proposal.

PROPOSAL EVALUATION AND RECOMMENDATION

Evaluation will be made on the basis of the criteria noted in Appendix B, Evaluation and Selection Criteria. A Selection Committee will evaluate and rank proposals and recommend award of a Agreement to the best qualified Consultant. The recommended award may be based upon proposal evaluations only. The Selection Committee may also recommend award following interviews of a shortlist of Consultants. A shortlist, if necessary, will consist of no more than 3 Consultants. All Consultant applicants will be notified of the Selection Committee's final recommendation.

PROJECT BACKGROUND

The City of Eastvale contracts with CalFire through the County of Riverside to provide fire services for the residents of Eastvale. Firefighters serve as emergency first-responders for the 13.1 square mile area with approximately 57,000 residents. The population growth of the City now requires an additional fire station within the City limits. On December 24, 2013, the City closed escrow on a 1.75 acre parcel located at 14491 Chandler Street to locate Eastvale's second fire station ("the site"). In addition the City has decided to locate a Fire Services Training Operations Center and an optional radio/cell tower at the site. The Fire Services Training Operations Center will also house an Emergency Operations Center ("EOC"). The site was formally used for welding and fabricating steel tanks. The site has a useable frontage on Chandler Street of about 135 feet and is approximately 535 feet deep with a west property line fronting on Selby Avenue. Refer to Appendix C – Aerial Site Information. Widening of Selby Avenue, improvements to both Selby and Chandler and off-site upgrade of utilities are included in the Project.

PROJECT REQUIREMENTS

The City expects that development of the site and design of the buildings will constitute activities unique to the conditions and be both space efficient and cost effective. Refer to Appendix D – Site and Building Criteria for a general description and initial information of the Project program.

PROJECT SCHEDULE

Consultant shall prepare a Project schedule based on their expertise in this type of Project including off-site utility relocation/construction, concurrent environmental review, site preparation, and construction of the facilities. It is the goal of the Project to begin fire operations in the late summer of 2015.

PROJECT ADMINISTRATION

All communications relative to the Project shall be directed by e-mail to the City's Project Manager, Bob Williamson, Senior Project Architect at bwilliamson@interwestgrp.com.

CONSULTANT SERVICES SCOPE OF WORK

The Scope of Work that the Consultant shall provide includes professional services and expertise concerning the Project design, construction and operation. The Consultant shall have established experience in requirements of essential services structures and integration of legal and environmental conditions. Consultant shall understand workflow, traffic flow, and operational requirements for the Project and be up to date concerning the latest equipment (fixed and mobile), automation, and technologies for the Project. Refer to Appendix E for Consultant Services Scope of Work.

Consultant shall serve as the expert Consultant for the City / CalFire Project delivery team and will be required to regularly work with all team members of the City. In addition, the Consultant shall be working with local and regional jurisdictions that may have review and permitting authority of the Project. Consultant shall be or have as a member of their team a LEED Accredited Professional (AP) as well as providing a commissioning agent for the Project. Consultant shall recognize that the site requires considerable development upgrades to fit within the current community standard.

CITY'S RIGHTS

The City reserves the right, in its sole and absolute discretion, to accept any proposal, to reject any and all proposals, to call for new proposals, and to award an Agreement to any proposal City deems most advantageous to the City. Nothing herein shall obligate the City to award a contract to any proposing Consultant.

By submitting a response to this RFP, Consultant expressly waives any and all rights that it may have to object to, protest, or seek legal remedies whatsoever regarding any aspect of this request, the City's selection process, the City's rejection of any or all responses, and any subsequent agreement that might be entered into as a result of this request. The City retains the right, in its sole and absolute discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award an Agreement to a Consultant submitting any such non-compliant proposal, all in the City's sole and absolute discretion.

More than one proposal from an individual, firm, partnership, corporation, or association, under the same or different names, will **not** be considered. If the City believes that collusion exists among the Consultants submitting proposals, all proposals will be rejected.

Proposals will only be considered from Consultants normally engaged in providing the services specified herein. The City reserves the right to inspect the Consultant's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to issue addenda or amendments to the RFP.

It is the intention of the City to acquire the professional services as specified herein from a Consultant that will give prompt and professional service normally required under this type of Agreement. The Agreement will be non-exclusive, and the City reserves the right to seek additional services from other sources, in the City's sole and absolute discretion. The City reserves the right to reject individual team members, firms, Consultants and/or request substitution

No compensation is offered for any of the work related to the selection process or contract negotiation. The submissions are entirely voluntary. All original documents, including electronic files shall become the property of the City. Materials contained within the RFP will be considered proprietary until the selection process has been completed. Following selection, however, the Agreement scope of work may be amended by the City and negotiated based upon needs, ideas, and suggestions provided from any source.

AGREEMENT CONDITIONS

The City will enter into Agreement discussions with the Selection Committee's top ranked and recommended Consultant. If the City and the top ranked and recommended Consultant fail to enter into an Agreement based on their proposal, then the City will cease discussions and enter into Agreement discussions with the next ranked Consultant and so forth until an acceptable Agreement is concluded.

A sample of the proposed Agreement for Consultant service is attached herein as Appendix F. The Consultant shall adhere to the provisions of this Agreement. The Consultant shall advise the City, in the proposal transmittal letter, of any provision which they have alternative wording or any provision which they cannot accept.

The term of the Agreement will be for a specific period of time, commencing upon Agreement execution. The Agreement may be extended only by mutual agreement of the parties. The initial term is expected to be through December 31, 2015. The City reserves the right to terminate the Consultant Agreement.

If, in the course of performance of the Agreement, Consultant or the City proposes substantive changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Agreement may be warranted, Consultant or the City may request a change in the Agreement. The parties to the Agreement will meet to discuss and negotiate the change. Upon completion of those negotiations, the Agreement amendment will be submitted for approval by the City Council of the City of Eastvale. Upon approval by the City Council, an "Order to Proceed" will be issued. All unaffected portions of the Agreement will remain in effect.

The Contract award as a result of this RFP will be made without discrimination based on race, color, religion, age, sex, or national origin.

Appendix A – Proposal Requirements

Interested Consultants are invited to respond by providing the information requested. Responses shall be in the form of a proposal, which defines all proposed consulting services. The proposal should demonstrate the Consultant's qualifications and understanding of the professional services requested, and describes the services the Consultant's ability to perform.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory letter should be addressed to:

Bob Williamson, Senior Project Architect
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA. 91752

The letter should state the prime Consultant and include the Consultant's name submitting the proposal, their mailing address, telephone number, email address and contact name. The letter shall address the Consultant's understanding of the Project based on this RFP and any other information the Consultant has gathered. Include a statement discussing the Consultant's interest and qualifications for this type of work; a statement acknowledging that the proposal is good for 120 days from submittal date; acknowledging that Consultant has reviewed the City's professional services Agreement; and signed by a principal of the Consultant authorized to bind the Consultant.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. If your proposal includes sub-Consultants, provide a summary of the administration, organization and staffing of each sub-Consultant firm. Provide an organizational chart for each, indicating the positions and names of the core team which will be working with you on this Project.

Identify the lead person who will be the primary liaison with the City / CalFire Project delivery team and each individual who will work with the City. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc., this also includes any sub-Consultants you may use.

Describe the experience of the firm in the last ten (10) years in performing consulting services in similar size and scope. List no more than ten (10) different Fire Station and Fire Services Training Operations Center Agreements / Projects. Include contact names and current phone numbers for each Project.

4. Work Plan

The work plan should indicate the Consultant's ability to meet each specification as outlined in this document in Appendix E – Consultant's Scope of Work. The work plan should describe the various tasks and steps that the Consultant plans to undertake, estimation of the time needed to complete

each task or step, and how these tasks and steps lead to specific deliverables and fees. Using this information and the Consultant's experience, prepare a preliminary Project schedule based on the work and the goal of beginning fire operations in the late summer of 2015. The plan should be simple, easy to read and follow.

5. Conflict of Interest Statement

Identify all activities or relationships of the Consultant that might create a conflict of interest. Disclose all description of the facts, legal implications of actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant's firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for services to be awarded pursuant to this RFP. If a Consultant has no conflicts of interests, a statement to that effect shall be included in the Proposal

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and other documentation in support of the Consultant's qualifications. Experience information with photovoltaic panel systems, solar water heater systems, radio and cell tower construction, and audio visual presentation systems should be included within this section.

7. Fee

This section should include the cost for requested services outlined in the Appendix E - Consultant's Scope of Work and as detailed in the work plan and preliminary Project schedule. Interested firms shall clearly describe and outline fees for the services to be provided for the Project. Fees should be linked to the work plan. Consultant shall provide a billable hourly rate schedule and will invoice hourly expenditures per this schedule and the percentage completion of the specific work task. Consultant shall manage their staff so that work tasks are completed within budget. The City will review Consultant invoices, verify percentage completion and authorize payment. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

If requested, provide evidence that the Consultant has sufficient financial resources to provide all work necessary to complete the services offered;

8. Professional Services Agreement

Appendix F includes a copy of the City of Eastvale's standard Professional Services Agreement. Review this document carefully and note in your proposal any exceptions or alterations to the Agreement. Alterations or changes to the Agreement which were not in the Consultant's response will not be considered after the selection. No alterations, exceptions, or changes to the insurance and indemnity provisions will be allowed. By requiring these requests up front, the City can compare all respondents on an equal basis.

9 Insurance

Provide a current copy of the A/E firm of record insurance certificate indicated coverage amounts for Error and Omissions and Comprehensive General Liability including Automobile consistent with the requirements of Appendix G.

The City of Eastvale recognizes that the proposals may include proprietary or confidential information and will take every reasonable precaution in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears. However, the City is subject to the California Public Records Act and must disclose records as required by the Act. Proposals and pricing information submitted as a part of this RFP will not be returned.

Appendix B – Evaluation and Selection Criteria

Evaluation Criteria:

Proposals will be evaluated using six (6) categories listed below. The evaluation criteria for the award of the contract will be weighted as follows. A score of points is assessed to each category. The scores from all 6 categories are added together to create final scores. The maximum possible points are 100. The following represent the principal selection criteria which will be considered during the evaluation process:

1. Design experience and knowledge of Fire Stations and Fire Services Training Operation Centers. (35 pts.)
2. Experience and knowledge in the design of day-lighting / sky-lighting, photovoltaic panel systems, and solar water heating systems for public buildings. (5 pts.)
3. Public Sector Experience: Experience as represented by examples with the design and construction for public agencies and publicly bid Projects. (5 pts)
4. Work Plan: The completeness of the work plan description and proposed modifications based on the Consultant's experience. Review of the preliminary Project schedule will also be included in this area of evaluation. (20 pts.)
5. Assigned Manager/Team: The credentials and experience of the person(s) assigned to the team. The experience and credentials of any partnership firms. (20 pts.)
6. Fees for Services: Evaluation of the proposed fee structure as outlined in Appendix A of the. Adherence to all RFP specifications and requirements (15 pts.)

Selection Criteria:

The City shall establish a Selection Committee in its sole discretion. The Selection Committee shall conduct an initial review of each proposal's qualifications to make sure they are timely and meet the minimum standards for consideration. The Selection Committee will then evaluate the qualified proposals and rank them based on the Evaluation Criteria.

The Selection Committee may also establish a short list of no more than 3 respondents and invite these top ranked firms/organizations make a presentation and/or answer questions during a meeting with the Selection Committee. The assigned architect and engineers from the proposed team shall be present at the presentation meeting. Regardless of whether a presentation is requested, the Selection Committee may also conduct discussions with the short listed firms/organizations for the purpose of clarification to assure full understanding of, and conformance to, this RFP.

Recommendation:

The Selection Committee will then recommend the top ranked Consultant to the City Manager. The Project Manager will issue a Notice of Intent to Award the top ranked Consultant and following any clarifying discussions, transmit two original Professional Services Agreements for the Consultant's signature.

Appendix C – General Site Information



General Location Map



Appendix D –Site and Building Criteria

Project Description:

The Project consists of a Fire Station, a Fire Services Training Operations Center, a 60' tall radio/cell tower with support structure, and site improvements with vehicular circulation, parking, landscaping, utility relocations and extensions, widening and frontage improvements of Selby Avenue and Chandler Street , including asphalt concrete pavement, curb and gutter, sidewalk, street lights, and storm drain facilities.. Other public improvements may include potable water and sanitary sewer systems and their appurtenances as required by the Jurupa Community Services District.

It is the intent of this Project to combine as many elements as possible in supportive manner. For instance, the emergency power mandated for both the Fire Station and a Fire Services Training Operations Center should be combined to operate from one transfer switch and one emergency generator with conduits leading to both buildings.

It is also the intent of this Project that both Fire Station and a Fire Services Training Operations Center can operate independently of each other and this means that access and parking areas may be adjacent but separated according to the functional needs of either facility.

Site Requirements

Fire Station should be located close to Chandler Street. The Fire Services Training Operations Center building should be north of the Fire Station. The tower should be integrated with the Fire Station. Electric power lines on Selby Avenue and Chandler Street must be placed underground and poles removed, or relocated to accommodate street widening subject to funding availability. Storm drain improvements will include a main pipeline, lateral(s) and catch basin(s) to collect runoffs from Chandler Street and Selby Avenue to outlet into the flood control facilities at the northerly side of the project. Grading of the site and storm drain requirements should be considered in layout of access drives and parking. A storm water quality basin may be required to meet the NPDES/Storm Water Permit requirements. Landscaping shall be drought tolerant and require minimal water.

Project Requirements

CalFire has developed guideline information for use in Fire Station design. This information is available on the City of Eastvale Website at <http://www.eastvaleca.gov/index.aspx?page=34>

The guideline information and the following criteria are provided as information to help develop unique designs specifically suited to the conditions of the site, traffic flow, and user requirements.

Design criteria shall include but not be limited to the following:

1. Type of Structures– wood frame, concrete block or other combination
2. Interconnected support for all facilities used on the site
3. Appropriate staff offices and locker/restroom facilities
4. Efficient and safe traffic flow
5. Separate staff and visitor parking and safe pedestrian access
6. Long term slip resistant walking surfaces
7. Easy to maintain finishes and built-in furnishings with the Fire Station

8. Use of natural day-lighting and natural ventilation
9. Future incorporation of solar photovoltaic array as part of building design roof system and electrical system
10. Incorporation of solar water heating for the Fire Station
11. Building and site security system compatible with City of Eastvale criteria
12. Fenced and gated site
13. Highly efficient Roll-up and/or panelized doors for fire trucks
14. Sustainable building and landscape design with the goal of a LEED Silver rating

Program Information

In determining the size and types of spaces needed for the Project, the City has evaluated other recently constructed Projects and determined approximate square footage and determined that the Fire Station building size should be in the 6,000 square feet range and the EOC building size should be in the 2,500 square feet range based on efficiently laid out and configured structures. Program criteria shall include but not be limited to the following:

Site and Building Exterior Areas

1. Access Driveway and Vehicular circulation Determined by Building Configuration + Siting
2. Walkways and Sidewalks Determined by Building Configuration + Siting
3. Fencing and Gates Determined by Building Configuration + Siting
4. Emergency Generator – Wall and Pad to serve all facilities
5. Trash / Recycling Bin Enclosure to serve all facilities
6. Landscaping to provide shade for personal vehicle parking spaces
7. Support storage building as determined by the Project team

Fire Station Building

1. 3 apparatus bays (48' deep)
2. Sleeping for 8 within a minimum of 5 separate bedrooms
3. Male and Female toilet/shower facilities – located on the path from bedrooms to apparatus bay
4. Open concept plan for kitchen, dining, and day room gathering areas and patio
5. 2 offices, minimal public restroom and entry without side cover
6. Weight equipment training room
7. Various types of storage and equipment maintenance rooms
8. Separate electrical and telecom rooms
9. Janitor's maintenance room
10. Equipment and clothing cleaning area
11. Efficient circulation

Fire Services Training Operations Center

1. Large clear span open room (30X40)
2. 2 support offices
3. 12 person Conference room
4. Male and Female Restrooms
5. Break room - rest area - Patio
6. Storage for tables and chairs and equipment
7. Janitor's maintenance room
8. Separate electrical and telecom rooms
9. Efficient circulation

Radio/Cell Tower

1. 60 foot tall emergency radio/cell tower as an integral part of the Fire Station
2. Support building for operational equipment and maintenance of systems
3. Conduit connections as determined by Project team.

Appendix E – Consultant Services Scope of Work

Following is a partial list of tasks, deliverables, and descriptions prepared to assist the Consultant in understanding the City's expectations of the Project process. The Consultant shall expand and tailor this list to meet the schedule and needs of this Project:

Task 1 Site Information gathering

- a. Prepare a Topographic, utility, and easement survey for site development design
- b. Prepare a Geotechnical report of the site soil conditions for use in foundation and site development design and as required by permit authorities.
- c. Discuss with the City and contact utility companies to discuss changes, relocations, extensions, and other engineering adjustments necessary for the development of the site.
- d. Discuss and identify the public works, planning, and zoning entitlements, including traffic and other environmental concerns, that should be addressed by the Project and receive environmental review. Confirm flood control ground floor elevation requirements.

Deliverable: Drawings and reports:

- a. Identify all existing conditions.
- b. Prepare a list of issues for discussion and action by the Project delivery team.

Task 2 Preliminary Site and Building Design

- a. Meet with the City / CalFire Project Team to visit one or more Fire Stations and Training Operations Center to confirm successful and identify less successful design expectations for the this Project.
- b. Develop at least two alternate conceptual designs that demonstrate site circulation of vehicles, placement of buildings and conceptual layout of program spaces. Describe the advantages and disadvantage of each concept.
- c. Following feedback on the concepts develop one site concept with an appropriate program layout of program spaces into a preliminary design.
- d. The preliminary site design shall incorporate various design requirements including grading, building locations, vehicular and pedestrian access, landscaping, on-site drainage containment / control, walls / fencing / gates and security, off-site improvements, i.e., including widening and frontage improvements of Selby Avenue and Chandler Street, including asphalt concrete pavement, curb and gutter, sidewalk, street lights, and storm drain facilities.. Other public improvements may include potable water and sanitary sewer systems and their appurtenances as required by the Jurupa Community Services District. Storm drain improvements shall include main pipeline, lateral(s) and catch basin(s) to collect runoffs from Chandler Street and Selby Avenue to outlet into the flood control facilities at the northerly side of the project. {Bob, this may need to be a separate task as the RC Flood will reimburse the City for this}
- e. The preliminary building design shall incorporate various design requirements including building configuration, functionality, size, volume access and security.
- f. Present this preliminary building information in detail drawings and/or computerized modeling that show entry and exit paths, workflow functions, hazardous areas separation from non-hazardous areas and where all of the program elements fit together into a completely integrated total design.
- g. Meet with City Planning to discuss the environmental review document required for this Project and provide information about site and building design as required.

- h. Incorporate all mitigation measures that environmental review identifies as requirements for the Project into the designs for off-site, site, and buildings.
- i. Coordinated integration of building systems is essential. Building structure, fire sprinklers, plumbing / electrical / mechanical systems and vehicle exhaust ducting shall be designed in a manner that facilitates installation and maintenance while also coordinated with daylighting-skylighting, future photovoltaic panels, solar water heating, and safety.
- j. All construction drawings to be prepared using AutoCAD (latest version) and include at a minimum architectural, civil with drainage analysis and NPDES/WQMP calculations, Erosion Control Plan (ECP), and Storm Water Pollution Prevention Plan (SWPPP), structural with structural calculation, mechanical / plumbing / electrical with Title 24 calculations, landscape and irrigation plans including irrigation calculations.
- k. The Project shall meet or exceed LEED “certifiable” Silver and all CAL Green mandatory requirements adopted by the City.
- l. Provide independent construction cost estimates by Sub Consultant(s) at all milestones.
- m. Incorporate or address all of City’s comments for each design submittal including City’s formal conditions of approval for Project.
- n. Submit complete Planning Commission (PC) applications and present the Project at a public Planning Commission meeting.
- o. Meet with permitting agencies and utilities to confirm agreements and facilitate final reviews
- p. Incorporate comments from City and agency reviews into next level of submitted documents.
- q. Attend a City Council meeting for presentation of the Project.

Deliverable: Drawings and reports:

- a) Prepare lists of issues for discussion and action by the Project delivery team.
- b) 30% building / system designs and cost estimates
- c) 60% building / systems / equipment designs and cost estimates
- d) 90% building / systems / equipment designs and cost estimates
- e) LEED (point system) checklist of Project building design features (with 30% & 90%)

Task 3 Cell Tower Design Coordination

Meet with the Utility/Communication companies to coordinate the design of the cell tower and its integration with the Fire Station –

Deliverable: Design/Plan refinement to be incorporated into Task 2’s deliverables

Task 4 Prepare Final Plans and Specifications suitable for Competitive Bidding

- a. Combine all of the site and building information using latest AutoCAD version.
- b. Incorporate final comments from 90% preliminary submittal. Submit 100% documents for review by the permitting agencies. Incorporate permitting agency comments (if any). Documents will only be considered as 100% following approval by all permitting agencies.
- c. Prepare a final LEED (point system) checklist of Project design and operational features consistent with final specification for construction.
- d. Prepare and upload certification documentation and information to the LEED Website. City will pay registration fees. Prepare LEED scorecard for Building Department review.
- e. Submit Building Permit application with wet-stamped drawings including and all required calculations and reports.
- f. Incorporate/address all of the City’s comments as it relates to the Building permit. City shall pay Building Permit plan check fees and standard City processing/entitlement fees.

- g. Review specifications for compatibility and conformity with the City's standards and procedures, Agreement, general conditions, and supplementary conditions.

Deliverable: Reproducible bidding set of documents

Task 5 Assist the City in the bidding process.

- a. Respond in writing to questions and requests for interpretation of documents
- b. Prepare addenda as needed to provide information to bidders.
- c. Attend/participate in a pre-bid meeting.
- d. Provide assistance in evaluation of contractors / subcontractors as requested by the City
- e. Provide evaluation of "equal products" if any are proposed prior to award of contract.

Deliverable: Reproducible addenda set(s) of documents

Task 6 Provide Construction Administration Services for the Project

- a. The City will provide a construction manager and building inspectors for the Project.
- b. The City will process all pay requests and change orders.
- c. The City will advertise and bid the Project. Consultant shall attend one pre-bid meeting with prospective bidders.
- d. The City will rely upon Consultant for:
 - Review initial and updated of construction critical path schedule
 - Technical clarifications and responses to contractor requests for information
 - Review progress payment requests and provide comments to the City
 - Review change order requests and provide evaluations
 - Review of material and shop drawing submittals
 - Attend Project construction site meetings for the duration of the Project construction activities (assume 2 monthly meetings for 12 months.)
 - Observation and comment on Contractor provided testing of systems for compliance with Agreement requirements
 - Provide a LEED Certified commissioning agent.
 - Final Project walkthrough for conformance with Agreement and punchlist.
 - Review of Record Documents and Operational Manuals
 - Use record documents to prepare as-built (record) drawings in AutoCAD format.
 - Review of Warranties
 - Perform an 11 month warranty walkthrough.

Task 7 Resource Management

- a. Prepare a proposed schedule with regular updates as needed consistent with tasks, meetings, and delivery of work product.
- b. Coordinate and perform quality control within the design team to assure complimentary drawing and specification information, and timely delivery of information within Agreement required not-to-exceed fee amounts.
- c. Prepare estimates of the construction (Site-Building-Equipment-FFE) cost at preliminary design, and construction document phases of the Project. Total cost estimates shall include contingencies appropriate to the stage of Project development.
- d. Perform value engineering as needed to keep the total Project cost within the established construction budget.
- e. Contact Utility companies, coordinate and incorporate all necessary utility connections.

- f. Provide team leadership so that all disciplines are working toward a unified design consistent with a LEED Silver rating.
- g. Identify and confirm all code and permit requirements. Identify all permitting agencies. Review all documents to assure compliance of design with local, state, and federal requirements for the construction and operation of the Project. Prepare specific list of issues for decisions by City / CalFire Project Delivery Team
- h. Provide public outreach concerning preliminary design and siting of the Project to incorporate public input into the design.
- i. Attend meetings as needed to present information, review Project progress, assist City in public bidding, and construction administration. For purposes of this proposal 24 meetings shall be anticipated.
- j. Provide documents produced for this Project in a format for posting to the City's website.

Deliverable: Monthly Status Report of Progress that includes:

- a. A brief summary of what has transpired since the last report,
- b. A brief description of what is planned for the next month,
- c. An updated MS Project schedule,

Task 8 Reimbursable Costs

It is assumed that a great deal of communication will take place by email. However this proposal shall include an allowance for reimbursable items – identify expected items. Auto mileage shall only be reimbursed at the federal rate. The following items are **not** considered reimbursable:

- a. Computer use or time or cost of equipment
- b. Telephone / computer internet access
- c. Overnight accommodations (unless approved in advance)
- d. Service charges on printing and other pass-thru expenses

Appendix F – Sample Consultant Services Agreement

Award of Agreement

The top ranked and recommended Consultant shall, within ten (10) calendar days from the date of the Notice of Intent to Award, provide the City with the following documents:

1. Two (2) executed agreements of the Professional Services Agreement provided by the Project Manager;
2. Insurance and endorsements required by the City of Eastvale;
3. Proof of purchase of a City business registration certificate; and
4. Any other certificates required by the RFP.

Sample Agreement is attached

Appendix G – Insurance Requirements

Exhibit "A" – Aerial Site Map





City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

9. *CITY MANAGER'S REPORT*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: APRIL 23, 2014

10. *STUDENT LIAISON UPDATE*



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

11. COUNCIL COMMUNICATIONS



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

12. CLOSED SESSION



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: APRIL 23, 2014

13. ADJOURNMENT