

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, June 25, 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 – Jeff DeGrandpre, William Link, Ric Welch
Mayor Pro Tem – Adam Rush
Mayor – Ike Bootsma

Invocation led by Pastor Rick Morris with The Crossings Church.

3. PRESENTATIONS/ANNOUNCEMENTS:

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

3.1 Update by the Public Safety Commission.

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 – May 28, 2014 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held on May 28, 2014.

5.2 Minutes – June 11, 2014 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held on June 11, 2014.

5.3 Warrant Register.

Recommendation: Take the following actions:

- 1) Approve the payment of Warrants (check number 12133) in the amount of \$35.00 for Council-related items as submitted by the Finance Department.
- 2) Approve the payment of Warrants (check numbers 12074 through 12132, wire numbers W00269 to W00283), for a total amount of \$166,744.53, and payroll in the amount of \$42,298.45 (paid on 05/23/14).

5.4 Statement Of Revenue & Expense (Unaudited) – April 2014 and May 2014.

Recommendation: Receive and file.

6. PUBLIC HEARINGS:

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

6.1 Public Hearing For Delinquent Residential Solid Waste Accounts And Placement Of Such Accounts On Property Tax Rolls For Collection.

Recommendation: Take the following actions:

- 1) Conduct a Public Hearing for delinquent residential solid waste accounts.
- 2) Adopt Resolution No. 14-38, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AFFIRMING SPECIAL ASSESSMENTS AND LIENS AGAINST PARCELS OF LAND FOR UNPAID AND DELINQUENT CHARGES FOR TRASH COLLECTION SERVICES TO BE PLACED ON THE PROPERTY TAX ROLLS.

6.2 Adoption Of The Eastvale Design Standards and Guidelines.

Recommendation: The Planning Commission recommends that the City Council adopt the Eastvale Design Standards and Guidelines.

7. OLD BUSINESS ITEMS:

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

There are no Old Business Items.

8. NEW BUSINESS ITEMS:

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

8.1 Contract Award For Archibald Avenue And Residential Street Slurry Seal, Project Numbers: 94001 and 94003.

Recommendation: Take the following actions:

- 1) Approve a contract with All American Asphalt, the lowest responsive bidder, in accordance with unit bid prices in the amount of \$557,241.76 for the Archibald Avenue and residential street slurry project.
- 2) Approve purchase order with Interwest Consulting in the amount of \$45,000 for contract administration and inspection.
- 3) Approve contingency amount of \$40,000.

8.2 Landscaping And Lighting Maintenance District No. 2014-1.

Recommendation: Take the following actions:

- 1) Approval of Professional Services Agreement with NBS for formation of Lighting and Landscaping District 2014-1 in the amount of \$35,000.
- 2) Adopt Resolution No. 14-40, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR PROPOSED CITY OF EASTVALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2014-1 (TRACT 36382) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

8.3 Architectural Features For Limonite Avenue Interchange At Interstate 15.

Recommendation: Direct the City Manager to provide a letter of commitment to Riverside County for the desired level of architectural features.

8.4 Establishment Of An Eastvale Parks Commission.

Recommendation: Approve bylaws for the Eastvale Parks Commission.

8.5 Cooperation Agreement With The County Of Riverside Economic Development Agency For Urban County Qualifications 2015-2017.

Recommendation: Take the following actions:

1) Approve Cooperation Agreement with the County of Riverside Economic Development Agency for the Urban County Qualification 2015-2017.

2) Adopt Resolution No. 14-41, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEAR 2015-2016, 2016-2017, 2017-2018

8.6 Request For Reconsideration Of Project No. 11-0271 – General Plan Amendment, Change Of Zone And Specific Plan For An Approximate 205-Acre Site, Tentative Parcel Map For Subdivision Of An Approximately 193-Acre Area Into Five Industrial Parcels, Two Business Park Parcels, And One Commercial Parcel, And A Major Development Plan Review For Development Of 2,714,829 Square Feet On Approximately 117 Acres Of Light Industrial Including Four Industrial/Warehouse Buildings.

Recommendation: Determine whether or not to grant request for reconsideration.

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 July 9, 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, Carol Jacobs, City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted June 19, 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: JUNE 25, 2014

1. CALL TO ORDER



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

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



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

3. *PRESENTATIONS/ANNOUNCEMENTS*

3.1 Update by the Public Safety Commission.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

4. PUBLIC COMMENT/CITIZEN PARTICIPATION



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

5. *CONSENT CALENDAR*

MINUTES
REGULAR MEETING OF THE CITY COUNCIL,
OF THE CITY OF EASTVALE
Wednesday, May 28, 2014
6:30 P.M.

Rosa Parks Elementary School, 13830 Whispering Hills Drive

1. CALL TO ORDER: 6:31 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, Assistant Planning Director Perring, Management Analyst Rowe, CEQA Manager Teague, Public Works Director Alvarez, Assistant Police Chief Yates, and Recording Secretary Wuence.

The Pledge of Allegiance was led by Mayor Bootsma.

3. PRESENTATIONS/ANNOUNCEMENTS:

3.1 Update by Public Safety Commission.

Vice-Chairman Kiltz provided an update on the Public Safety Commission and informed Council that this would be his last meeting as he is relocating and will step down from the Commission. He noted that the new Chairperson on the Committee is Melonee Cruse. Council thanked him for his service and hard work.

3.2 Presentation by the Riverside County Transportation Commission.

Liza Echevarria introduced Lisa DaSilva, Toll Project Manager for I-15 Express Lanes, who provided a PowerPoint presentation on the I-15 Express Lanes.

Ms. DaSilva noted that the project will add one toll express lane in each direction spanning 14.6 miles beginning at Cajalco Road to State Route 60 and is expected to open in 2020 at an approximate cost of \$425-450 Million.

Mayor Pro Tem Rush inquired about other scenarios that had been considered and why this one was chosen. Ms. DaSilva noted that of the three scenarios presented to the RCTC Commission, this one was the best alternative with a delivery date of 2020 and was the most affordable.

Mayor Bootsma inquired if there would be a connection to the 91 Freeway and where vehicles would exit if not. Ms. DaSilva noted that there would not be a connector from the 15 Freeway south to the 91 Freeway west, so vehicles would have to exit the toll lanes and use the existing connector to the 91 west.

3.3 Presentation by CitySourced.

Public Information Officer Nissen provided a PowerPoint presentation on the CitySourced App. The app is a way to report non-emergency issues to JCSD and City of Eastvale. The app would be available for download to smart phones on June 27 and would be launched at Picnic in the Park.

Mayor Pro Tem Rush requested that Staff report back 90 days after the app is launched.

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

Frank Taylor, a resident of Palm Desert, noted that unmanned aerial systems (DRONES) could be used by cities to supplement operations and reduce costs associated with Search & Rescue, Disaster Preparedness, and Public Agency Emergencies. Mr. Taylor requested the opportunity for his company to offer a presentation at a future City Council Meeting.

Rigo Arellano, LEAFF President, noted his concern that the Military Banner Program would be scrapped due to extensive cost of replacing banners recently damaged by high winds. He noted that he found options for \$75 per banner that can withstand 75-85 MPH winds and requested the City look into those options. He believes the program is a positive influence as a show of support for our military and requests the City not scrap the program.

Annalyn Neve-Wiltjer, American Cancer Society, invited everyone to attend the 2nd Annual Relay for Life 24-hour event at Roosevelt High School on June 7. The Relay raises funds for cancer research.

Kris Kiltz, Public Safety Commissioner, noted that he presented the Military Banner Program to the City Council in honor of his friend Robert Flores, USMC. Mr. Kiltz, requested that the City do their best to find the funding to keep the banners up as they are a great way to support the military and veteran residents of Eastvale.

Council Member DeGrandpre noted that the Military Banner Program had not been scrapped. City Manager Jacobs noted that Staff suggested looking into alternatives to make the program better and honor our military without banners being damaged and going missing. The alternatives would be brought back to Council at the June 11 meeting and the item would go to JCSD at a meeting on June 4.

5. CONSENT CALENDAR:

5.1 Minutes – May 14, 2014 Regular Meeting.

Recommendation: Approve the minutes from the Regular Meeting held on May 14, 2014.

Motion: Moved by DeGrandpre, seconded by Rush to approve the Minutes from the May 14, 2014 Regular Meeting as presented.

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

5.2 Budget Amendment – Fire Station #2.

Recommendation: Approve Budget Amendment for land acquisition for Fire Station #2.

Council Member Rush requested an update from Staff on why an amendment to the Budget is required.

City Manager Jacobs noted that in addition to the \$570,000 purchase price for the property, there were ancillary costs that had not been included in the budget. Some costs included escrow overages, fencing around the property, and additional soil testing on the property for contamination.

Motion: Moved by Rush, seconded by Welch to approve the Budget Amendment for land acquisition for Fire Station #2.

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

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

Recommendation: take the following actions:

1. Adopt Resolution No. 14-21, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE ANNUAL REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2014/15.

2. Adopt Resolution No. 14-22, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR THE FISCAL YEAR 2014/15.

Motion: Moved by DeGrandpre, seconded by Rush to Adopt Resolution No. 14-21 and Resolution No. 14-22.

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

5.4 **Acceptance of Public Improvements of Tracts 30913, & -1 – Lennar Homes – Northwest Quadrant of River Road and Archibald.**

Recommendation: Adopt Resolution No. 14-23, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT NO. 10-0119 (TRACTS 30913, & -1) LENNAR HOMES.

Motion: Moved by DeGrandpre, seconded by Rush to Adopt Resolution No. 14-23.

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

5.5 **Warrant Register.**

Recommendation: Approve the payment of Warrants (check numbers 12021 through 12023 and 12026 through 12073, wire numbers W00255 to W00268, for a total amount of \$1,211,002.12, and payroll in the amount of \$99,096.11).

Motion: Moved by DeGrandpre, seconded by Rush to approve the payment of Warrants (check numbers 12021 through 12023 and 12026 through 12073, wire numbers W00255 to W00268, for a total amount of \$1,211,002.12, and payroll in the amount of \$99,096.11).

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

6. PUBLIC HEARINGS:

6.1 Request From Burrtec Waste Industries, Inc. For Rate Increase For Fiscal Year 2014-2015.

Recommendation: Hold Public Hearing and approve the rate increase as requested.

City Manager Jacobs provided the Staff update for the item.

The Public Hearing was opened at 7:17 p.m.

Jessica Flores, a resident, requested clarification on the rate increase.

City Manager Jacobs noted that there are two components to the increase. The CPI adjustment of 1.08% and the tipping fee for Riverside County Landfill Systems of 1.14%, combined for a total rate increase of 2.01%.

The Public Hearing was closed at 7:19 p.m.

Motion: Moved by Rush, seconded by Link to approve the rate increase as requested.

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

Council Member DeGrandpre stepped away from dais at 7:19 p.m.

6.2 Request From Waste Management For Rate Increase For Fiscal Year 2013-2014.

Recommendation: Hold Public Hearing and approve rate increase request and implementation of new fee for compliance with AB341.

Council Member DeGrandpre returned to dais at 7:21 p.m.

Motion: Moved by Rush, seconded by Link to continue the item for discussion at a future meeting.

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

6.3 Project No. 11-0271 – Environmental Impact Report, General Plan Amendment, Change of Zone, And Specific Plan For An Approximate 205-Acre Site, Tentative Parcel Map For Subdivision Of An Approximately 193-Acre Area Into Five Industrial Parcels, Two Business Park Parcels, and One

Commercial Parcel, And A Major Development Plan Review For Development Of 2,714,829 Square Feet On Approximately 117 Acres of Light Industrial Including Four Industrial/Warehouse Buildings.

Recommendation: Hold Public Hearing and take the following actions:

1. Adopt a resolution certifying the Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA).
2. Adopt a resolution approving a General Plan Amendment from High Density Residential to Light Industrial, Commercial Retail, and Business Park.
3. Adopt an ordinance rescinding the Resort Specific Plan, adopting the Goodman Commerce Center Specific Plan, dated April 2014, and adopting a Change of Zone to implement the Goodman Commerce Center Specific Plan.
4. Adopt a resolution approving Tentative Parcel Map No. 36487 for the subdivision of approximately 193 acres into five industrial parcels, two business park parcels, and one commercial parcel, subject to conditions of approval (Attachment 1).
5. Adopt a resolution approving Major Development Plan Review for the development of four new industrial/warehouse buildings totaling 2,714,829 square feet, subject to conditions of approval.

City Manager Jacobs provided background on the item and introduced Assistant Planning Director Cathy Perring, who provided the Staff report via PowerPoint on the item.

CEQA Manager Teague discussed information just received related to the EIR. Additionally he noted that Staff was prepared to answer any questions relating to a letter received from Briggs Law Corporation on the project.

Brandon Birtcher, CEO of Goodman Birtcher, provided a PowerPoint presentation introducing the newly proposed plan for the Goodman Commerce Center. He highlighted the modifications of the project made since 2011 in response to recommendations by Staff and Planning Commission as well as concerns expressed by stakeholders, including residents, at several meetings regarding the project.

Council Member Link initiated discussion about the amount of projected truck traffic per day, the parameters on initiating construction of the Business Park, why retail commercial would not work here, and why high density housing was not necessary on this project.

Assistant Planning Director Perring noted that commercial retail was being looked at in other places, like the Leal Specific Plan and that the high density housing proposed in the Leal Specific Plan was meant to offset the housing lost on this site.

Council Member Link noted the difference in the total of the Fiscal Impact Report and asked why warehouses, light industrial and office were left off of the equation.

City Manager Jacobs noted that those numbers were left off because there is no guarantee that the buildings would generate revenue. If the buildings do generate revenue, then that is gravy for the City.

Mayor Pro Tem Rush asked what was being done to prevent the queuing of trucks coming off the freeway into the project site backing up onto Cantu Galleano.

Public Works Director Alvarez noted that changes to the plan were made to allow enough distance from the freeway off-ramp to the signal, and the driveways were pushed far enough back to allow trucks to queue onsite as well.

There was discussion about the number of trucks and trips per day to the site as well as peak hours that the trucks would be entering and exiting the site. Mayor Pro Tem Rush requested that the City, the applicant, and the Grainger facility all work together to ensure the trucks don't get pushed to the north side of Cantu Galleano.

Council Member DeGrandpre questioned whether the number of jobs projected was accurate with many logistics jobs being computerized. Mr. Birtcher responded that the numbers were very conservative as many of the e-commerce employee opportunities were left off.

Council Member Welch initiated discussion about the four street signals proposed on Hamner between Bellegrave and Cantu Galleano.

The Public Hearing was opened at 8:26 p.m.

Michael Newell, a resident, representing the Eastvale Estates neighborhood noted that the residents have a lot of concerns regarding the project. He stated that the residents don't see a need for warehouses in the City and requested Council not approve the project but send it back to the developer to give residents additional consideration. He noted that the plan did not line up the four street lights on Hamner with the street lights planned for Ontario's new development and that the developer should have worked with the City of Ontario to line the streets up.

Rania Hamdy, a resident, stated that the Business Park was only put in as a concession to the residents. She noted that the project focuses on warehouses and

that the only item up for approval today was warehouses. She noted the possibility that the applicant would come back at a later date and add more warehouses instead of the Business Park and Hospital. She stated that the residents were not opposed to commercial but only to the warehouses that don't guarantee sales tax revenue. She noted residents' concerns with truck traffic, noise, and environmental issues and urged Council to oppose the project.

Grace Guo, a resident, noted that the residents do not want warehouses, trucks, or truck gas stations that would attract more trucks. She noted the project is not environmentally friendly for a new, young community with children. She proposed high density housing on the land instead of warehouses. She noted that as elected officials, the Council should listen to resident concerns and speak on their behalf.

Scott Jensen, a resident, noted that he is also opposed to the amount of warehouse being proposed. He requested more commercial and retail development as a buffer between the Eastvale Estates community and the warehouses on the project. He noted that the increased trucks and traffic signals would cause delays for residents that use Cantu Galleano for their daily commute. He noted that the warehouses do not guarantee sales tax and many companies are going to full automation and less employees.

Claudia Kunhardt, a resident, noted that a petition with several signatures opposing the project had been submitted to Council. She noted concerns about traffic, pollution, and home values dropping. She noted that when she purchased her home, a school was promised in that area and the City changed their mind.

Leon Swails, representing Lewis Companies, noted that Lewis is a long term holder of real estate in Eastvale. As a stakeholder in the community, Lewis supports the project and thinks it is a great use of the land.

Paul Castaneda, a resident, noted that he is a small business owner in Eastvale. After outgrowing his garage and finding no affordable space in Eastvale, he moved his business to a Goodman Birtcher property in Jurupa Valley. He commended Goodman Birtcher on ensuring the success of small businesses like his and he noted the need for affordable office space for the many small businesses in Eastvale.

Jessica Flores, a resident, noted that the size of the warehouses and number of traffic lights are excessive. She noted concern that the hospital is not guaranteed if Goodman Birtcher does not like the proposals they receive for it. She noted the overcrowding of Eastvale schools and the need for another school site. She questioned whether the landscaping would be part of Phase 1 or 2 and whether the solar would be installed by the developer or the tenants. She questioned whether the traffic would be regulated to a certain time frame.

Mr. Birtcher responded to resident comments and concerns. He noted that once the land is zoned as industrial, Goodman Birtcher cannot re-zone it without Council approval. He noted that the project is designed to meet the needs of a medical user and the site is zoned and ready to accommodate their use now. They are working with the City to get them to move to Eastvale. He noted that the roofs are pre-stressed for solar, however it is up to the customers to take advantage of state and local jurisdictions incentive programs. He noted that the water retention pond would be built as part of Phase 1 along with the infrastructure on the surrounding roads and landscaping.

Assistant Planning Director Perring noted that the Specific Plan puts limitations on the timing of the truck traffic that does not allow it to be 24/7.

Council Member Welch initiated discussion about whether warehouse use or all commercial generates more daily trips. He noted that we all share the same concerns and there is not a perfect solution. He noted that Goodman Birtcher had tried very hard to make concessions in the project. He stated that there will be potential problems developing the site whether warehouses go in or not.

Council Member DeGrandpre noted that he did not like the initial plan presented by Goodman Birtcher and that he lives in the proximity of the project as well. However, a lot of work was done and he is pleased with the Business Park as an option to keep many businesses in Eastvale. He noted that the City has nothing to do with the schools as the school district makes those decisions. He noted the many studies that show 200 acres of retail could not be accommodated in Eastvale, as there are not enough residents nearby to keep them occupied. He noted, however, that there was an 80% increase in retail in the project. He believes that this mix use is the best alternative for the land.

The Public Hearing was closed at 8:55 p.m.

Council Member Link noted that, while the project does have its merits, it would be more popular with the nearby residents if it had more commercial.

Mayor Pro Tem Rush noted that the project had gone through a substantial amount of change from the initial proposal. He noted that while retail is necessary, diversity in the community is important and he believes this project is the best one for the property.

Mayor Bootsma noted that he would like to see the third warehouse on Hamner be done away with and made retail commercial. If a hospital complex were put there instead, the rest of the retail commercial would work.

It was decided that language would be changed in the condition of approval to specify the developer must file for and receive building permit issuance of not less than 100,000 square feet of Business Park building.

Council Member Welch noted that having just received it, he did not have enough time to read and review the letter and disk from the Briggs Law Corporation. Staff and the attorney for the applicant noted that they had reviewed the letter and felt there was nothing in it that wasn't already addressed in subsequent comments in the final EIR or in comments made to the Planning Commission in the plan itself. Staff was prepared to answer any questions on the letter and document.

It was decided that the item would be continued to the next Council Meeting to allow Council Members enough time to review the letter.

Motion: Moved by Welch, seconded by Bootsma to continue the item to the next Council Meeting on June 11.

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

7. OLD BUSINESS:

There were no Old Business Items.

8. NEW BUSINESS ITEMS:

8.1 Designation of Voting Delegates and Alternate to League of California Cities Annual Conference.

Recommendation: Designate a Voting Delegate and Alternate for the League of California Cities Conference.

City Manager Jacobs provided an update on this item.

It was decided that Mayor Pro Tem Rush would be the delegate and Council Member DeGrandpre would be the alternate.

Motion: Moved by Welch, seconded by Rush to designate Mayor Pro Tem Rush as a Voting Delegate and Council Member DeGrandpre as an Alternate for the League of California Cities Conference.

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

8.2 Addition of City Clerk and Intern Positions To The City's Job Descriptions.

Recommendation: Approve the job descriptions for the City Clerk and Intern positions.

City Manager Jacobs provided the update on this item.

Motion: Moved by Rush, seconded by DeGrandpre to approve the job descriptions for the City Clerk and Intern positions.

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

8.3 Appointment of Public Safety Commissioner.

Recommendation: Mayor Pro Tem Adam Rush to appoint a member to the Public Safety Commission.

Mayor Pro Tem Rush appointed Christian De Costa to the Public Safety Commission.

Motion: Moved by Rush, seconded by DeGrandpre to appoint Christian De Costa to the Public Safety Commission.

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

8.4 Proposed Ordinance To Update Participation In The TUMF Program and Adopt An Amendment To The TUMF Ordinance To Exempt New Specially Adapted Homes For Severely Disabled Veterans.

Recommendation: Adopt Ordinance No. 2014-07, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ORDINANCE NO. 2011-13 TO INCLUDE NEW EXEMPTIONS FOR NEWLY CONSTRUCTED SPECIALLY ADAPTED HOMES FOR SEVERELY DISABLED VETERANS UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM.

City Manager Jacobs provided the Staff report on this item.

Motion: Moved by Rush, seconded by Link to Adopt Ordinance No. 2014-07.

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

9. CITY MANAGER'S REPORT:

City Manager Jacobs commended the Finance Department on their second Award of Excellence for Financial Reporting from the Government Finance Officers Association.

City Manager Jacobs announced that Ana Montoya would be leaving the City as she is moving to Utah.

10. *STUDENT LIAISON UPDATE:*

There was no Student Liaison Update.

11. *COUNCIL COMMUNICATIONS:*

Council Member DeGrandpre requested an occasional report from the Eastvale Community Foundation to the City Council.

Council Member DeGrandpre noted concern about a newspaper report that stated that the City decided not to continue the contract with the lobbyist for the VLF fees. He noted that the item had not been discussed or voted on by the Council.

City Manager noted that the reporting was inaccurate. She noted that her comments to the reporter were that the draft budget did not include additional funding for the VLF; however, there had not been discussion about the contract either way and nothing was final until the Council approves the contract on June 11.

Mayor Pro Tem Rush suggested a possible alternative to the individual voting at Council Meetings for Motions. He noted that other commissions take roll at the beginning of the meetings and then use a consensus for voting.

City Attorney Cavanaugh noted that the new revision to the Brown Act was made to get each member vote on the record of a yes or no on every action taken and recommended the Council continue to vote individually until something changes.

Mayor Bootsma noted that he would like to add an agenda item for a future meeting to discuss the possibility of having the Eastvale Community Foundation take over the Military Banner Program. Staff would discuss the possibility with the Foundation and report back to Council.

12. *CLOSED SESSION:*

There were no Closed Session Items.

13. *ADJOURNMENT:*

There being no further business, the meeting was adjourned at 9:22 p.m.

*Submitted by Margo Wuence, Recording Secretary
Reviewed and edited by Carol Jacobs, City Manager/City Clerk*

MINUTES
REGULAR MEETING OF THE CITY COUNCIL,
OF THE CITY OF EASTVALE
Wednesday, June 11, 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, Finance Director Shea, Deputy Finance Director Gitmed, Management Analyst Rowe, CEQA Manager Teague, Public Works Director Alvarez, Fire Chief Williams, Assistant Police Chief Yates, and Recording Secretary Wuence.

Invocation was led by Susie Tanner with Life Church.

The Pledge of Allegiance was led by Mayor Bootsma.

3. **PRESENTATIONS/ANNOUNCEMENTS:**

There were no presentations or announcements.

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

There were no public comments.

5. **CONSENT CALENDAR:**

5.1 **Proposed Ordinance To Update Participation In The TUMF Program and Adopt An Amendment To The TUMF Ordinance To Exempt New Specially Adapted Homes For Severely Disabled Veterans.**

Recommendation: Hold second reading and adopt Ordinance No. 2014-07, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ORDINANCE NO. 2011-13 TO INCLUDE NEW EXEMPTIONS FOR NEWLY CONSTRUCTED SPECIALLY ADAPTED HOMES FOR SEVERELY DISABLED VETERANS UNDER THE WESTERN

RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM.

5.2 **General Municipal Election Resolutions for November 4, 2014.**

Recommendation: Take the following actions:

1. Adopt Resolution No. 14-31, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, AND REQUESTING THE REGISTRAR OF VOTERS OF THE COUNTY OF RIVERSIDE TO RENDER SPECIFIED ELECTION SERVICES.

2. Adopt Resolution No. 14-36, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO MATERIALS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 4, 2014.

5.3 **Granting a Franchise Agreement to Southern California Gas Company.**

Recommendation: Hold second reading and adopt 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.

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

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

6. PUBLIC HEARINGS:

6.1 Landscaping And Lighting Maintenance District No. 89-1 Consolidated.

Recommendation: Hold Public Hearing and approve Resolution No. 14-37, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVY FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED FOR FISCAL YEAR 2014/15.

City Manager Jacobs provided an update on the item.

Council Member Link inquired whether the engineering report needed to be included in the packet and City Manager Jacobs confirmed that it did not need to be included as it had already been approved.

Public Hearing was opened at 6:34 p.m.

There being no comment, Public Hearing was closed at 6:34 p.m.

Motion: Moved by Rush, seconded by Link to approve Resolution No. 14-37.

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

6.2 Request From Waste Management For Rate Increase For Fiscal Year 2013-2014.

Recommendation: Hold Public Hearing and approve rate increase request and implementation of new fees for compliance with AB341.

City Manager Jacobs provided an update on the item.

Public Hearing was opened at 6:36 p.m.

There being no comment, Public Hearing was closed at 6:36 p.m.

Motion: Moved by Rush, seconded by Link to approve rate increase request and implementation of new fees for compliance with AB341.

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

6.3 **Project No. 11-0271 – Environmental Impact Report, General Plan Amendment, Change of Zone, And Specific Plan For An Approximate 205-Acre Site, Tentative Parcel Map For Subdivision Of An Approximately 193-Acre Area Into Five Industrial Parcels, Two Business Park Parcels, and One Commercial Parcel, And A Major Development Plan Review For Development Of 2,714,829 Square Feet On Approximately 117 Acres of Light Industrial Including Four Industrial/Warehouse Buildings.**

Recommendation: Receive and file City response to Briggs Law Corporation objection letter on proposed Goodman/Birtcher Commerce Center/Project No. 11-0271.

Recommendation: Hold Public Hearing and take the following actions:

1. Adopt a resolution certifying the Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA).
2. Adopt a resolution approving a General Plan Amendment from High Density Residential to Light Industrial, Commercial Retail, and Business Park.
3. Adopt an ordinance rescinding the Resort Specific Plan, adopting the Goodman Commerce Center Specific Plan, dated April 2014, and adopting a Change of Zone to implement the Goodman Commerce Center Specific Plan.
4. Adopt a resolution approving Tentative Parcel Map No. 36487 for the subdivision of approximately 193 acres into five industrial parcels, two business park parcels, and one commercial parcel, subject to conditions of approval (Attachment 1).
5. Adopt a resolution approving Major Development Plan Review for the development of four new industrial/warehouse buildings totaling 2,714,829 square feet, subject to conditions of approval.

City Manager Jacobs provided background and an update on this item. She noted that the response to the Briggs Law Corporation was included in the Staff report.

Council Member Link noted that at the last Council Meeting, Council requested more definitive language regarding the condition that the developer would “initiate” construction of not less than 100,000 square feet of business park within one year of issuance of the first industrial certificate of occupancy, yet that language was still too vague.

City Manager Jacobs noted that the condition would be properly defined if Council decided to move forward with the project.

The Public Hearing was opened at 6:41 p.m.

Rania Hamdy, a resident, requested the Council oppose the project until the applicant brings something of quality and diversity to Eastvale. She stated that the applicant was lumping Eastvale in with all other Inland Empire communities that are filled with warehouses. She noted that Jurupa Valley has over 70 warehouses and they have not been prosperous. She also noted that the pay for warehouse employees was not enough to allow someone to live in Eastvale. She cited a job description for a warehouse position in Ontario and the possible hazards associated with working in the warehouse.

Council Member Welch asked Ms. Hamdy if she had researched the median income for retail and hotel positions and if it was dramatically different from warehouse positions. Ms. Hamdy noted that while the pay was comparable, retail and hotel employees are not exposed to the dangers that warehouse employees are.

Mayor Pro Tem Rush thanked Ms. Hamdy for all the time and research she put into the project and noted that all feedback is appreciated.

The Public Hearing was closed at 6:46 p.m.

Council Member De Grandpre initiated discussion about the pay in fulfillment centers versus warehouses, the number of trucks per day expected at the site, and whether the amount of lights between Cantu Galleano and Bellegrave could be reduced. It was noted that the City engineers requested the four lights and that the plan was to synchronize them to keep traffic moving.

Council Member Welch asked for assurance from the applicant that the other components of the project such as: the hospital, hotel, and retail, would indeed happen. Ward Mace, from Goodman Birtcher, responded that the business park segment is recovering from the recession, new homes being built in Ontario's New Model Colony would generate demand for retail, and that a hospital has recently contacted Eastvale's Public Information Officer to check the status on entitlements for a hospital site. Mr. Mace stated that in order for the project to be successful, it needs to be built-out, which is the intent of Goodman Birtcher.

Lang Cottrell from Goodman Birtcher noted that a retail brokerage group has been hired and attended the ICSC, where they spoke with a number of major retailers. He noted that they are actively marketing the project, but retailers want to know that the entitlements are in place. He also noted that Goodman Birtcher has invested a significant amount of money into the project, is prepared to build 100,000 square feet of business park, and are long term holders.

Mayor Bootsma noted concern over lack of space for retail commercial if a hospital goes in. Mr. Mace, from Goodman Birtcher, noted that the hospital

interested in the project is only requesting 30-35 acres. He also noted that 13 of the larger, fully-functional hospitals in the area, such as Kaiser, are between 18-25 acres.

Mayor Pro Tem Rush requested clarification on the Greenhouse Gas Mitigation Measure. CEQA Manager Teague discussed the potential to purchase mitigation credits to offset the Greenhouse Gas Emissions associated with the project. Council Member Link noted that purchasing the mitigation credits would still not reduce the pollution generated by the project.

Motion: Moved by Rush, seconded by Link to Receive and file City response to Briggs Law Corporation objection letter on proposed Goodman/Birtcher Commerce Center/Project No. 11-0271.

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

Motion: Moved by Rush, seconded by DeGrandpre to Adopt a resolution certifying the Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA).

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

Motion: Moved by Rush, seconded by DeGrandpre to Adopt a resolution approving a General Plan Amendment from High Density Residential to Light Industrial, Commercial Retail, and Business Park.

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

Motion: Moved by Rush, seconded by Bootsma to Adopt an ordinance rescinding the Resort Specific Plan, adopting the Goodman Commerce Center Specific Plan, dated April 2014, and adopting a Change of Zone to implement the Goodman Commerce Center Specific Plan.

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

Motion: Moved by Rush, seconded by Bootsma to Adopt a resolution approving Tentative Parcel Map No. 36487 for the subdivision of approximately 193 acres into five industrial parcels, two business park parcels, and one commercial parcel, subject to conditions of approval (Attachment 1).

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

Motion: Moved by Rush, seconded by Bootsma to Adopt a resolution approving Major Development Plan Review for the development of four new industrial/warehouse buildings totaling 2,714,829 square feet, subject to conditions of approval.

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

7. OLD BUSINESS:

There were no Old Business Items.

8. NEW BUSINESS ITEMS:

8.1 Adoption Of The Annual Operations and Capital Improvement Budget Fiscal Year 2014-2015.

Recommendation: Take the following actions:

1. Adopt Resolution No. 14-26, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADOPTING AN OPERATING BUDGET AND CAPITAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2014 AND ENDING JUNE 30, 2015, AND APPROPRIATING FUNDS FOR PURPOSES THEREIN SET FORTH.

2. Adopt Resolution No. 14-27, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, PROPOSING A PERMANENT APPROPRIATIONS LIMIT OF \$17,268,091 PURSUANT TO ARTICLE XIII (B) OF THE CALIFORNIA CONSTITUTION FOR FISCAL YEAR 2014-2015.

3. Adopt Resolution No. 14-28, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ESTABLISHING THE AUTHORIZED POSITIONS FOR THE FISCAL YEAR 2014-2015, EFFECTIVE JULY 1, 2014.

City Manager Jacobs provided the Staff report on this item via PowerPoint presentation.

It was noted that a balanced budget has been presented for four consecutive years and is expected to remain so for several years. However, there is concern for Fiscal Year 2018 when revenues would no longer meet expenditure needs if the City continues at the same level of service.

City Manager Jacobs noted that sales tax is the largest source of revenues toward the General Fund and that Law Enforcement is the largest General Fund expenditure.

City Manager Jacobs noted that Fire Station #2 will be paid with cash reserves from the Fire Services Fund.

Mayor Pro Tem Rush initiated discussion about salary as the primary cause for rising costs of safety services, what the annual cash flow of the Fire Fund was, and how much increase was expected to the fund.

Council Member Link inquired about the addition of a part time Code Enforcement Officer and vehicle and whether revenue from the department would justify the new hire. City Manager Jacobs noted that hiring a part time Code Enforcement Officer with no benefits would release a Community Services Officer (CSO) from writing street sweeping tickets, allowing the CSO to assist deputies in their duties. She noted that Council could approve the budget without authorizing the hiring of the Code Enforcement Officer until a staff report with revenue numbers was presented to Council.

Council Member DeGrandpre inquired if the Public Information Officer (PIO) salary was in line with other cities and requested a salary survey be conducted on the PIO position. He requested clarification on the salary for the City Clerk position.

Council Member DeGrandpre noted concern over the police contract negotiations being conducted by the Board of Supervisors without any input from the City and suggested possible coordination with neighboring cities in the future to form a new police department.

There was discussion about the costs to train new police officers as there are no trained officers available for hire and the 5% police salary increase negotiated by the Board of Supervisors.

Council Member Link noted that the City Council should have an active part in contract negotiations with unions if the City is subject to holding true those agreements.

Motion: Moved by Link, seconded by Rush to Adopt The Annual Operations and Capital Improvement Budget Fiscal Year 2014-2015, withholding the addition of a Code Enforcement Officer until staff report is presented.

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

8.2 Implementation Of Government Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Recommendation: Adopt Resolution No. 14-29, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADOPTING AN OPERATING BUDGET AND CAPITAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2014 AND ENDING JUNE 30, 2015, AND APPROPRIATING FUNDS FOR PURPOSES THEREIN SET FORTH

City Manager Jacobs provided the Staff report for this item.

Motion: Moved by Rush, seconded by Link to Adopt Resolution No. 14-29.

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

8.3 Payment of Revenue Neutrality Deferral Of Annual Payments For Fiscal Years 2011, 2012, 2013 and Annual Payment For Fiscal Year 2014.

Recommendation: Approve budget adjustment in the amount of \$1,140,000 and authorize revenue neutrality payment to the County of Riverside.

City Manager Jacobs provided the Staff report for this item.

Motion: Moved by Welch, seconded by Rush to Approve budget adjustment in the amount of \$1,140,000 and authorize revenue neutrality payment to the County of Riverside.

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

8.4 Military Banner Program.

Recommendation: Provide direction to staff regarding the future administration of the Military Banner Program.

City Manager Jacobs provided the Staff report on this item.

Sharyn Link, Executive Director of the Eastvale Community Foundation, noted that the Board Members voted unanimously to take over operations of the

Military Banner Program from the City. She noted that the Foundation would begin immediate repair and replacement of damaged and missing banners.

Mayor Pro Tem Rush thanked the Foundation for stepping up and inquired if the subsidy that the City or Foundation provides toward the banner will remain or if families would have to pay to keep their banners up. Executive Director Link noted that 10% of all Foundation proceeds are allocated for the Military Banner program.

Mayor Bootsma thanked the JCSD for their donated time and assistance with the banner program in the past years.

Mayor Pro Tem Rush inquired if an Eastvale business would still produce the banners. Executive Director Link noted that the Foundation would take quotes from Eastvale businesses to produce the banners.

Motion: Moved by Rush, seconded by Bootsma to empower the Eastvale Community Foundation to transfer the Military Banner Program from the City.

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

8.5 Determine Planning Process For The Chandler Area Of The City.

Recommendation: Staff recommends that the City initiate a Community Plan for the Chandler area in the amount of \$96,680 and authorize the City's Planning and Public Works consultants to perform the work.

City Manager Jacobs provided the Staff report for this item.

Mayor Pro Tem Rush thanked Staff, Council Member Link, and the Economic Development Committee for allowing him to participate in the process. He noted that it is a good plan and a catalyst to get change and betterment for the area.

Motion: Moved by Rush, seconded by Link to initiate a Community Plan for the Chandler area in the amount of \$96,680 and authorize the City's Planning and Public Works consultants to perform the work.

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

8.6 Agreement With Riverside County Transportation Commission For Hamner Avenue Traffic Signal Synchronization.

Recommendation: Approve Agreement No. 14-72-122-00 with the Riverside County Transportation Commission (RCTC) for Federal Funding Cooperative Agreement for RCTC's 2013 Multi-Funding Call for Projects.

City Manager Jacobs provided the Staff report for this item.

There was discussion about the need to purchase new hardware, other equipment, and the costs involved to complete the project. It was noted that the City's share of the cost was budgeted from Gas Tax Funds.

Motion: Moved by Rush, seconded by Link to Approve Agreement No. 14-72-122-00 with the Riverside County Transportation Commission (RCTC) for Federal Funding Cooperative Agreement for RCTC's 2013 Multi-Funding Call for Projects.

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

The order of the agenda was changed and Item 8.8 was addressed at this time.

8.8 Proposed Contract Extension For Interwest Consulting Group To Provide Engineering And Building Safety Services For Fiscal Year 2014-15.

Recommendation: Approve contract extension with Interwest Consulting Group to provide Engineering and Building Safety Services for Fiscal Year 2014-15.

City Manager Jacobs provided the Staff report for this item.

Motion: Moved by Link, seconded by Rush to Approve contract extension with Interwest Consulting Group to provide Engineering and Building Safety Services for Fiscal Year 2014-15.

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

At this time the Council returned to address Item 8.7

8.7 Planning Services For Fiscal Year 2014-15.

Recommendation: Approve contract extension with PMC to provide contract Planning Services for Fiscal Year 2014-15.

City Manager Jacobs provided the Staff report for this item.

Council Member Link asked for clarification on the monthly budget of \$16,000.00. City Manager Jacobs noted that the budgeted amount covers

identified tasks that will occur. Core services, including a full time planner, assistance at the public counter, and other services are included in that amount. Any services not needed would not be charged.

Motion: Moved by Welch, seconded by Rush to Approve contract extension with PMC to provide contract Planning Services for Fiscal Year 2014-15.

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

9. CITY MANAGER'S REPORT:

City Manager Jacobs noted that she would not be at the next Council Meeting and Staff would provide reports in her absence.

10. STUDENT LIAISON UPDATE:

There was no Student Liaison Update.

11. COUNCIL COMMUNICATIONS:

Mayor Bootsma read a letter received by WRCOG, summarizing the Used Oil and Filter Exchange Event on June 7, 2014 at Auto Zone in Eastvale. The letter stated that 29 oil filters were exchanged and all 72 15-quart oil collection containers were distributed to local residents. Also distributed at the event were funnels, shop rags, oil filter wrenches, and information material explaining proper disposal of used motor oil and filters.

12. CLOSED SESSION:

There were no Closed Session Items.

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:58 p.m.

*Submitted by Margo Wuence, Recording Secretary
Reviewed and edited by Carol Jacobs, City Manager/City Clerk*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 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 June 18, 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 No.12133) in the amount of \$35.00. The warrants have been reviewed and approved by the Finance Committee on June 18, 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: 6/16/2014 5:10 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12133	LCC001 1583	LEAGUE OF CALIFORNIA CITIES GEN MEETING 5 12 14 RUSH	06/25/2014	35.00
Total for Check Number 12133:				35.00

Report Total (1 check): \$ 35.00



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 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 June 18, 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 12074 through 12132 and wire numbers W00269 to W00283) for a total of \$166,744.53 and payroll in the amount of \$42,298.45 (paid on 05/23/14).

The warrants have been reviewed and approved by the Finance Committee on June 18, 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: 6/16/2014 5:10 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
269	CBI001 1718877	CBIZ PAYROLL PR PROCESS PD 05/23/14	05/29/2014	83.42
Total for Check Number 269:				83.42
270	AME001 B140694 B140694 B140694	AMERICAN FIDELITY ASSURANCE CO LIFE/CANCER/ACC PREMS MAY 14 LIFE/CANCER/ACC PREMS MAY 14 LIFE/CANCER/ACC PREMS MAY 14	06/25/2014	110.40 59.90 50.58
Total for Check Number 270:				220.88
271	ATI001 033X5E1 08F9DPK 31W3MSR 3PWXD5Q 66DR46S ER2HBA5 KQ1ENV5 KQ1ENVD KQ1FX6A KQ1FX9M KQ1FXA7 KQ1FXAF KQ1FXAP NJH881N NZH4F7F QWX096I X73QMK	ATIRA CREDIT MASTERCARD POSTAGE FEES MAY 14 POSTAGE LODGING CCLK ANNUAL CONF 4/22-4/24/14 A. HALL POSTAGE LODGING ICSC 5/18-5/20/14 C. JACOBS LODGING SPRGBRK 4/14-4/17/14 J. GITMED SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS SHERIFF TOOLS LUNCH 4/23/14 A. HALL CODE SOURCEGUIDE FLOWERS-BOOTSMA BATTERY - FORD EXPLORER	06/25/2014	15.99 96.73 570.08 200.00 144.48 511.83 170.42 53.19 345.58 86.38 613.20 21.59 49.12 24.15 63.94 51.84 155.92
Total for Check Number 271:				3,174.44
272	CAL006 1421 1421 1421 1421	CALPERS HEALTH HEALTH PREM JUN 14 HEALTH PREM JUN 14 HEALTH PREM JUN 14 HEALTH PREM JUN 14	06/25/2014	2,479.11 2,134.24 1,413.30 545.00
Total for Check Number 272:				6,571.65
273	CAL007 42014-050314 42014-050314 42014-050314 42014-050314 42014-050314	CALPERS RETIREMENT RETIRE PR END 5/3/14 ER RETIRE PR END 5/3/14 EE RETIRE PR END 5/3/14 SUR BEN RETIRE PR END 5/3/14 EE BUY BACK RETIRE PR END 5/3/14	06/25/2014	2,412.97 1,836.46 12.00 339.44 200.00
Total for Check Number 273:				4,800.87
274	CAL007 42014-050314 42014-050314 42014-050314 42014-050314	CALPERS RETIREMENT RETIRE PR END 5/17/14 ER RETIRE PR END 5/17/14 EE RETIRE PR END 5/17/14 SUR BEN RETIRE PR END 5/17/14 EE BUY BACK	06/25/2014	2,274.14 1,743.75 12.00 328.74
Total for Check Number 274:				4,358.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
275	CB1001 1723011	CBIZ PAYROLL PR PROCESS PD 6/6/14	06/25/2014	90.74
Total for Check Number 275:				90.74
276	PRI001 X00960 X00960 X00960 X00960	PLIC SBD GRAND ISLAND PRINCIPAL FINANCIAL GROU DENTAL PREMS JUN 14 DENTAL PREMS JUN 14 DENTAL PREMS JUN 14 DENTAL PREMS JUN 14	06/25/2014	86.73 194.88 151.79 194.88
Total for Check Number 276:				628.28
277	SCE001 X00958	SOUTHERN CALIFORNIA EDISON ELECT MAR-APR 14	06/25/2014	5,119.00
Total for Check Number 277:				5,119.00
278	SCE001 X00975 X00975 X00975	SOUTHERN CALIFORNIA EDISON ELECTRICITY MAY 2014 ELECTRICITY MAY 2014 ELECTRICITY MAY 2014	06/25/2014	64.32 48.30 64.32
Total for Check Number 278:				176.94
279	SCE001 X00971	SOUTHERN CALIFORNIA EDISON ELECT APR-MAY 14	06/25/2014	516.05
Total for Check Number 279:				516.05
280	STA003 X00971	STATE COMPENSATION INSURANCE FUND WORK COMP PREMS JUNE 2014	06/25/2014	1,136.50
Total for Check Number 280:				1,136.50
281	TEL001 56422290	TELE PACIFIC COMMUNICATIONS PHONE SVCS JUNE 2014	06/25/2014	767.02
Total for Check Number 281:				767.02
282	VER001 9725434444543	VERIZON WIRELESS PHONE 5/19-6/18/14	06/25/2014	115.12
Total for Check Number 282:				115.12
283	VSP001 X00959 X00959 X00959 X00959	VISION SERVICE PLAN VISION PREMS MAY 14 VISION PREMS MAY 14 VISION PREMS MAY 14 VISION PREMS MAY 14	06/25/2014	18.71 46.45 33.55 33.55
Total for Check Number 283:				132.26
12074	EAS004 X00956 X00956	EASTVALE COMMUNITY FOUNDATION SCHOLARSHIPS 5/5 & 5/19/14 SCHOLARSHIPS 6/3/14	06/03/2014	9,824.00 2,030.00
Total for Check Number 12074:				11,854.00
12075	AAA001 4314	AAA CRIME SCENE CLEANUP SERVICES BIO HAZ REMOVAL 3685 RIVERVIEW 4/3/14	06/05/2014	985.00
Total for Check Number 12075:				985.00
12076	WRC001 X00972	WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TUMF MAY 2014	06/05/2014	257,317.00
Total for Check Number 12076:				257,317.00
12077	WRR001 X00973	WESTERN RIVERSIDE REGIONAL CONSERVATION AGEN MSHCP MAY 2014	06/05/2014	67,830.00
Total for Check Number 12077:				67,830.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12078	ALB001 141900 141901	ALBERT A. WEBB ASSOCIATES PN 11-0271 EIR 4/26/14 PN 11-0271 EIR 4/26/14	06/25/2014	1,691.25 477.50
Total for Check Number 12078:				2,168.75
12079	ALL002 52390 52390 52390 52635	ALLEGRA BUS CARDS STEENSON BUS CARDS ENGELKING BUS CARDS CUMMINGS CORRECTION NOTICES	06/25/2014	46.80 46.80 46.80 324.00
Total for Check Number 12079:				464.40
12080	AME001 B153925 B153925 B153925	AMERICAN FIDELITY ASSURANCE CO LIFE/CANCER/ACCIDENT PREMS JUNE 2014 LIFE/CANCER/ACCIDENT PREMS JUNE 2014 LIFE/CANCER/ACCIDENT PREMS JUNE 2014	06/25/2014	110.40 59.90 50.58
Total for Check Number 12080:				220.88
12081	AME002 64734 64774 64847	AMERICAN FORENSIC NURSES BLOOD DRAWS 4/15/14 BLOOD DRAWS 4/30/14 BLOOD DRAWS 5/15/14	06/25/2014	160.00 80.00 40.00
Total for Check Number 12081:				280.00
12082	AND001 2727 2728 2729 2730 2731 2732 2826A 2826B	ANDERSON PENNA PARTNERS INC ENG SVCS RIVER RD RESURF APR 14 ENG SVCS MILIKEN AVE RESURF-APR 14 ENG SVCS HAMNER AVE-APR 14 ENG SVCS HAMNER AVE APR 14 ENG SVCS HAMNER AVE APR 14 ENG SVCS CHANDLER ST RECON APR 14 ENG/SVCS RIVER RD RESURF MAY 14 ENG SVCS CHANDLER ST RECON MAY 14	06/25/2014	16,398.35 3,284.35 3,284.35 3,284.35 3,284.35 3,282.57 5,473.00 7,836.00
Total for Check Number 12082:				46,127.32
12083	AWE001 18607	AWESOME AWARDS/WESTERN TROPHY PLAQUE-ALLIS	06/25/2014	48.60
Total for Check Number 12083:				48.60
12084	BIO001 28699 28700	BIO-TOX LABORATORIES BLOOD DRAWS 4/21/14 BLOOD DRAWS 4/25/14	06/25/2014	722.30 443.00
Total for Check Number 12084:				1,165.30
12085	CIC003 X00973	CITY CLERKS ASSOCIATION OF CALIFORNIA C/O CITY C CITY CLRK WRKSHP-JACOBS, ROWE, SAPP	06/25/2014	600.00
Total for Check Number 12085:				600.00
12086	CAS001 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977 X00977	CASH PN 14-0791 OVERAGE JANITORIAL SUPPLIES SBDC SEMINAR SUPPLIES CAR WASH (2) POSTAGE BR RENEWAL PN 14-0791 OVERAGE SUPPLIES-BOARDS FOR GROW HOUSE PAD LOCK FOR FS#2 PROPERTY MISC SUPPLIES JANITORIAL SUPPLIES SAFETY GOGGLES CSMFO MTG 5/15/15 GITMED SBDC SEMINAR SUPPLIES LLA COPY RC CLERK	06/25/2014	-0.32 98.28 18.47 17.12 147.00 -1.00 25.33 17.72 7.55 66.66 15.08 25.00 13.78 13.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	X00977	CAR WASH		4.00
	X00977	POSTAGE-INT'L		10.34
	X00977	PARKING-RC CLERK-ROWE		2.00
	X00977	CSMFO MTG 3/13/14 GITMED		20.00
Total for Check Number 12086:				500.51
12087	CAV001 3461	CAVANAUGH LAW GROUP LEGAL SVCS MAY 14	06/25/2014	11,539.20
	3462	PN 11-0271 LEGAL SVCS MAY 14		4,058.40
	3462	PN 14-0032 LEGAL SVCS MAY 14		205.20
	3462	PN 12-0051 LEGAL SVCS MAY 14		68.40
	3462	PN 13-0395 LEGAL SVCS MAY 14		912.00
	3462	PN 10-0119 LEGAL SVCS MAY 14		182.40
Total for Check Number 12087:				16,965.60
12088	CHA001 X00960	DARYL CHARLSON PLNG COMM MTG 3/19 & 5/21/14	06/25/2014	100.00
Total for Check Number 12088:				100.00
12089	COR001 140949	CORONA-NORCO UNIFIED SCHOOL DISTRICT CROSS GUARD SVCS MAR 30- APR 12, 2014	06/25/2014	1,379.64
	140984	CROSS GUARD SVCS APR 13-26, 2014		1,462.24
	141012	CROSS GUARD SVCS 4/27-5/10/14		1,400.73
Total for Check Number 12089:				4,242.61
12090	COV001 1260134914	COVERALL JANITORIAL SVCS JUNE 2014	06/25/2014	210.00
Total for Check Number 12090:				210.00
12091	CRU001 X00967	MELONEE CRUZ PUB SFTY COMM MTG 3/25 & 5/27/14	06/25/2014	100.00
Total for Check Number 12091:				100.00
12092	EAS001 508	EASTVALE BANNER & DESIGN MILITARY BANNERS (10)	06/25/2014	1,200.00
Total for Check Number 12092:				1,200.00
12093	ECO001 13	ECONOMICS GRANT ADMIN MAY 2014	06/25/2014	2,021.33
Total for Check Number 12093:				2,021.33
12094	HSW001 X00957	H.S. WINDOW CLEANING, INC. WINDOW CLNG 5/22/14	06/25/2014	25.00
Total for Check Number 12094:				25.00
12095	HDL001 20444-IN	HINDERLITER DELLAMAS & ASSOCIATES PROP TAX SVCS APR-JUN 2014	06/25/2014	3,600.00
Total for Check Number 12095:				3,600.00
12096	JAC001 X00969 X00969	CAROL JACOBS TRANSPORTATION ICSC 5/18-5/20/14 MEALS ICSC 5/18-5/20/14	06/25/2014	40.00 46.61
Total for Check Number 12096:				86.61
12097	JOB001 1412010	JOBS AVAILABLE AD SR ACCT	06/25/2014	312.00
Total for Check Number 12097:				312.00
12098	JOE001 24463	JOE A. GONSALVES & SON LEG ADV SVCS JUNE 2014	06/25/2014	3,000.00
Total for Check Number 12098:				3,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12099	JOH002 X00964	ROBERT JOHNSON PUB SFTY COMM MTG 3/25/14	06/25/2014	50.00
Total for Check Number 12099:				50.00
12100	K&A001 10552 10552 10552 10671 10671 10671	K&A ENGINEERING INC DES/ENG SVCS WALTERS STREET MAR 14 DES/ENG SVCS ARCH AT CHANDLER MAR 14 DES/ENG SVCS CHANDLER ARCH TO HELLMAN MAR14 DES/ENG SVCS WALTERS STREET MAY 14 DES/ENG SVCS ARCH AT CHANDLER MAY 14 DES/ENG SVCS CHANDLER ARCH TO HELLMAN MAY 14	06/25/2014	390.26 121.96 609.78 453.46 141.70 708.52
Total for Check Number 12100:				2,425.68
12101	KIL001 X00966	KRIS KILTZ PUB SAFETY COMM MTG 3/25 & 5/27/14	06/25/2014	100.00
Total for Check Number 12101:				100.00
12102	KOS001 1	KOSMONT COMPANIES PROF SVCS ICSC APR 2014	06/25/2014	1,424.80
Total for Check Number 12102:				1,424.80
12103	WAR001 12495	LARRY W. WARD ASSESSOR PROPERTY LISTING 04/14	06/25/2014	42.50
Total for Check Number 12103:				42.50
12104	LCC001 100738	LEAGUE OF CALIFORNIA CITIES LOCAL ROADS/STREETS ASSMT	06/25/2014	400.00
Total for Check Number 12104:				400.00
12105	LEW002 91499	LEWIS OPERATING CORP LEASE JUNE 2014	06/25/2014	6,384.80
Total for Check Number 12105:				6,384.80
12106	MET002 X00976 X00976 X00976	METLIFE DEF COMP PR PD 5/9/14 DEF COMP PR PD 5/23/14 DEF COMP PR PD 6/6/14	06/25/2014	810.00 810.00 710.00
Total for Check Number 12106:				2,330.00
12107	MIC001 E01000A1FT	MICROSOFT CORPORATION LICENSING SVCS JUN14	06/25/2014	228.00
Total for Check Number 12107:				228.00
12108	NAT001 14-6101 14-6101 14-6101 14-6104	NATIONAL DATA & SURVEYING SERVICES PED/BIKE COUNT SCHOLAR WAY RADAR SPEED STUDY (5 LOCATIONS) 24 HR VOLUME COUNTS (5 LOCATIONS) TURNING MOVE COUNTS HARRISON/WHISPERING HILLS	06/25/2014	350.00 250.00 250.00 175.00
Total for Check Number 12108:				1,025.00
12109	NAT003 EVM13-A EVM13-A EVM13-A	NATIONWIDE COST RECOVERY SERVICES FPR PROGRAM MAY 14 FPR PROGRAM PENALTIES MAY 14 FPR PROGRAM OVRPYMT MAY 14	06/25/2014	3,938.40 1,100.00 -2,516.00
Total for Check Number 12109:				2,522.40
12110	OBL001 X00963	LARRY OBLEA PLNG COMM MTG-3/5, 3/19 & 5/21/14	06/25/2014	150.00
Total for Check Number 12110:				150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12111	PAT001 X00959	KAREN PATEL PLNG COMM MTG 5/21/14	06/25/2014	50.00
Total for Check Number 12111:				50.00
12112	PMC001	PMC	06/25/2014	
	40322	PUBLIC ASST MAY14		6,540.00
	40322	DEPT MGMNT MAY14		5,602.50
	40322	DEPT STAFF MTGS MAY14		301.25
	40322	ADMIN MAY14		120.00
	40322	COORD W/OTHER AGENCIES MAY14		1,427.50
	40322	BLDG PERMIT REV MAY14		1,413.75
	40322	BUS LICENSE REV MAY14		380.00
	40324	PN 10-0016 TR 30971 KB HOMES - ENCLAVE MAY14		655.00
	40324	PN 10-0058 NEW DAY CHRISTIAN CHURCH MAY14		519.48
	40324	PN 10-0121 DR HORTON TM 32491 MAY14		26.25
	40324	PN 10-0124 CLEVELAND SQUARE - KB HOMES - TR 32821 MAY14		3,466.06
	40324	PN 10-0140 TR 31406 - MERITAGE HOMES - RIVER ROAD; GRADING SUBMI		218.75
	40324	PN 11-0271 LEWIS EASTVALE COMMERCE CENTER MAY14		12,175.93
	40324	PN 11-0354 ARCO GAS STATION MAY14		26.25
	40324	PN 11-0366 STRATEGIC PROPERTIES MEDICAL OFFICE BUILDING MAY14		350.00
	40324	PN 11-0558 RICHLAND COMMUNITIES PRD & TR 36423 MAY14		1,865.00
	40324	PN 12-0001 D.R. HORTON RIVERGLEN TRACT 31492 MAY14		141.25
	40324	PN 12-0051 WAL-MART SEC LIMONITE/ARCHIBALD MAY14		583.75
	40324	PN 12-0275 LENNAR PAR FOR TRACTS 36382 & 36373 MAY14		652.50
	40324	PN 12-0297 TTM 29997 (BONDAR/MCCUNE - LENNAR) MAY14		577.50
	40324	PN 12-0679 BEAZER HOMES AT HELLMAN AND PINE MAY14		446.25
	40324	PN 12-0750 PAR FOR BIRCHER INDUSTRIAL PARK MAY14		1,138.36
	40324	PN 13-0395 VAN DEALE - TM 34014 MAY14		8,482.81
	40324	PN 13-0632 STRATHAM HOMES MAY14		11,435.01
	40324	PN 13-1601 NEW PRE-APP FOR 99 CENT STORE MAY14		31.25
	40324	PN 13-1792 THE RANCH MAY14		1,141.25
	40324	PN 13-3174 GATEWAY NORTH SIGN PROGRAM AMENDMENT MAY14		360.00
	40324	PN 14-0032 TIOS RESTAURANT ALCOHOL SALES CUP MAY14		1,765.00
	40324	PN 14-0046 KASENBERGEN MAJOR DEVELOPMENT PLAN & TTM 36696 MAY14		170.00
	40324	PN 14-0083 SCHLEISMAN ROAD PARKWAY RENOVATION MAY14		187.50
	40324	PN 14-1077 PRE-APPLICATION REVIEW FOR GRAINGER SITE MAY14		2,113.75
	40324	PN 14-1398 PAR FOR HARRISON PROJECT (STRATHAM HOMES) MAY14		1,743.75
	40325	DESIGN GUIDELINES MAY 2014		2,633.75
	40327	LEAL SPECIFIC PLAN MAY14		17,399.69
Total for Check Number 12112:				86,091.09
12113	POS002	POSITIVE PROMOTIONS INC	06/25/2014	
	04993148	PROMOTIONAL PENCILS		707.64
	04993148	PENCIL TOPPERS		174.75
	04993148	BE A BUDDY BRACELETS		399.75
	04993148	ACTIVITY BOOKS: BE ALERT		490.00
	04993148	STICKERS		149.90
	04993148	PRESS AND SET UP CHARGE		50.00
Total for Check Number 12113:				1,972.04
12114	PUB001 X00958	PUBLIC ENTITY RISK MANAGEMENT AUTHORITY FY 12/13 PROP PROG INS PREM	06/25/2014	50.59
Total for Check Number 12114:				50.59
12115	RAN001 X00965	ALBERT RANDALL PLNG COMM MTG 5/27/14	06/25/2014	50.00
Total for Check Number 12115:				50.00
12116	RCA002	RIVERSIDE COUNTY DEPT OF ANIMAL SERVICES	06/25/2014	
	AN0000000305	SHELTER SVCS-MAY 2014		6,358.50
	AN0000000305	FIELD SVCS-MAY 2014		6,768.75
	AN0000000305	LICENSING SVCS-MAY 2014		6,845.77
	AN0000000305	LICENSING REVENUE-MAY 2014		-13,751.00
Total for Check Number 12116:				6,222.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12117	RCF003 231785	RIVERSIDE COUNTY FIRE DEPARTMENT FIRE SVCS JAN-MAR 2014	06/25/2014	708,003.80
Total for Check Number 12117:				708,003.80
12118	RCS001 SH0000023878 SHI10000000050	RIVERSIDE COUNTY SHERIFF DEPARTMENT RATE ADJUST 07/01/13-04/02/14 FACILITY FEES FY 13/14	06/25/2014	182,048.09 116,353.50
Total for Check Number 12118:				298,401.59
12119	RCS001 SH0000023820	RIVERSIDE COUNTY SHERIFF DEPARTMENT RMS/CLETS FEES 7/1/13-6/30/14	06/25/2014	45,614.00
Total for Check Number 12119:				45,614.00
12120	RCS002 23814	RIVERSIDE COUNTY SHERIFF JURUPA VALLEY STATION SEXUAL ASSAULT KITS 7/1-12/31-13	06/25/2014	900.00
Total for Check Number 12120:				900.00
12121	RCT001 TL000000571 TL000000571 TL0000010546 TL0000010546 TL0000010546	RIVERSIDE COUNTY TLMA ADMINISTRATION STREET MTCE APR 14 SIGNAL/SIGN MTCE APR 14 FOSSIL FILTER MTCE MAR14 FOSSIL FILTER MTCE MAR14 COUNTY ADMIN MAR14	06/25/2014	9,618.49 25,133.27 2,109.00 4,453.00 116.08
Total for Check Number 12121:				41,429.84
12122	ROG001 42081	ROGERS ANDERSON MALODY & SCOTT LLP ACCT SVCS MAY 2014	06/25/2014	1,588.00
Total for Check Number 12122:				1,588.00
12123	ROW001 X00978 X00978	KIRSTEN ROWE FILING FEES-NOTARY PARKING FEES-RC CLERK	06/25/2014	61.00 4.00
Total for Check Number 12123:				65.00
12124	STA001 8029839489 8029839489 8029839489 8029839489 8029996415 8029996415 8029996415 8030065485 8030170227 8030170227 8030170227 8030170227 8030170227 8030170227 8030170227 8030170227	STAPLES ADVANTAGE OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES PN 11-0271 COPIES PN 11-0271 FOLDERS INK FILE FOLDERS CERT HOLDERS PAPER/MISC OFFICE SUPPLIES FILE FOLDERS/TONER PRINTER TONER WALL PLANNER COPIES FOR PR REQUEST	06/25/2014	10.21 156.35 17.90 19.20 500.00 170.59 9.69 12.67 28.57 172.94 192.78 161.99 33.17 18.60
Total for Check Number 12124:				1,504.66
12125	SUN001 18042 18042	SUNSET GRAPHICS POLO SHIRT W LOGO POLO SHIRT W LOGO	06/25/2014	78.84 39.42
Total for Check Number 12125:				118.26
12126	SYN001 223412	SYNOPTIK HP PROBOOK 640 -NEXT DAY ONSITE SVC	06/25/2014	578.00
Total for Check Number 12126:				578.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12127	TES001 X00962	JOSEPH TESSARI PLNG COMM MTG-3/5, 3/19 & 5/21/14	06/25/2014	150.00
Total for Check Number 12127:				150.00
12128	PRE001 101277996 109898446	THE PRESS-ENTERPRISE PN 14-0032 NOPH TIOS ALCOHOL PERMIT NOPH WASTE MGMT FEE INC	06/25/2014	111.10 677.60
Total for Check Number 12128:				788.70
12129	VAL001 X00961	FRED VALENTINE PLANNING COMM MTG 3/5, 3/19 & 5/21/14	06/25/2014	150.00
Total for Check Number 12129:				150.00
12130	VAL002 3560	VALLEY CITIES/GONZALES FENCE INC 545' CHAIN LINK FENCE-FS #2 PROPERTY	06/25/2014	5,450.00
Total for Check Number 12130:				5,450.00
12131	VOY001 869288209421 869288209421	VOYAGER FLEET SYSTEMS INC FUEL MAY14 CNG FUEL MAY14	06/25/2014	454.46 44.13
Total for Check Number 12131:				498.59
12132	XER001 74316977 74316977	XEROX CORPORATION LEASE 4/21-5/21/14 USAGE 4/21-5/21/14	06/25/2014	307.43 661.03
Total for Check Number 12132:				968.46

Report Total (74 checks): \$ 166,744.53



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

**SUBJECT: STATEMENT OF REVENUE & EXPENSE (UNAUDITED) – APRIL
2014 AND MAY 2014**

RECOMMENDATION: RECEIVE AND FILE

BACKGROUND:

The Statement of Revenue and Expense (unaudited) for the months of April 2014 and May 2014 are included for review.

DISCUSSION:

Receive and file the Statement of Revenue & Expense (unaudited) for the months of April 2014 and May 2014.

FISCAL IMPACT:

No budget or fiscal impact.

ATTACHMENTS:

1. Statement of Revenue and Expenditures (unaudited) 04/01/2014 - 04/30/2014
2. Statement of Revenue and Expenditures (unaudited) 05/01/2014 - 05/31/2014

Prepared by: Joann Gitmed

Reviewed by: Terry Shea, Finance Director

Carol Jacobs, City Manager

City Attorney

General Ledger STATEMENT OF REVENUES AND EXPENDITURES UNAUDITED



User: jgimed
 Printed: 06/10/14 15:36:46
 Period: 10 - 10
 Fiscal Year: 2014

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
100	GENERAL FUND					
	Revenue					
100-000-4000	BASE PROPERTY TAX (S)	1,758,144.00	173,724.42	1,056,595.82	701,548.18	60.10
100-000-4010	BASE PROPERTY TAX (U)	0.00	0.00	82,707.90	-82,707.90	0.00
100-000-4030	OTHER PROPERTY TAX	0.00	5,008.02	30,753.98	-30,753.98	0.00
100-000-4040	HO-S EXEMPTION REIMB	0.00	0.00	13,039.70	-13,039.70	0.00
100-000-4050	REAL PROPERTY TRANS TAX	336,000.00	25,487.08	280,259.80	55,740.20	83.41
100-000-4070	PROPERTY TAX 2345CURSUP	0.00	0.00	7,209.41	-7,209.41	0.00
100-000-4071	PROPERTY TAX 2345PYSUP	0.00	0.00	7,073.61	-7,073.61	0.00
	PROPERTY TAX	2,094,144.00	204,219.52	1,477,640.22	616,503.78	70.56
100-000-4100	SALES & USE TAX	5,150,000.00	262,600.00	4,595,696.38	554,303.62	89.24
100-000-4150	FRAN FEE - CABLE TV	400,000.00	62,017.60	234,613.34	165,386.66	58.65
100-000-4151	FRAN FEE - ELECTRIC	300,000.00	0.00	272,349.32	27,650.68	90.78
100-000-4152	FRAN FEE - REFUSE DISPOS	410,000.00	121,076.09	370,915.50	39,084.50	90.47
100-000-4153	FRAN FEE - SO. CAL GAS	160,000.00	168,803.89	168,803.89	-8,803.89	105.50
	SALES & OTHER TAX	6,420,000.00	614,497.58	5,642,378.43	777,621.57	87.89
100-000-4200	CONSTBLDG PERMIT FEE	201,650.00	78,106.99	423,595.96	-221,945.96	210.06
100-000-4203	FIRE PLAN CHECK FEE	0.00	0.00	0.00	0.00	0.00
100-000-4210	PLANNING FIXED FEES	0.00	0.00	2,370.00	-2,370.00	0.00
100-000-4215	DEVELOPMENT FEES	1,563,525.00	127,561.75	1,778,666.72	-215,141.72	113.76
100-000-4220	TECHNOLOGY FEES	27,800.00	0.00	0.00	27,800.00	0.00
100-000-4225	ENCROACHMENT FEES	0.00	2,782.00	19,003.26	-19,003.26	0.00
100-000-4250	BUSINESS REG FEES	18,000.00	13,285.00	62,779.00	-44,779.00	348.77
100-000-4251	RENTAL REG FEE	0.00	1,617.00	5,439.00	-5,439.00	0.00
100-000-4252	CASP FEE	0.00	216.00	962.40	-962.40	0.00
100-000-4255	ANIMAL CONTROL FEES	66,000.00	0.00	114,224.00	-48,224.00	173.07
100-000-4260	VACANT PROPERTY REGISTRATION	6,000.00	0.00	70.00	5,930.00	1.17
100-000-4265	FORECLOSED PROP REG FEE	0.00	22,934.00	81,388.41	-81,388.41	0.00
	LICENSES & PERMITS	1,882,975.00	246,502.74	2,488,498.75	-605,523.75	132.16
100-000-4400	MOTOR VEHICLE LICENSE FEES	37,000.00	0.00	29,146.37	7,853.63	78.77
	INTER-GOVERNMENTAL - STATE	37,000.00	0.00	29,146.37	7,853.63	78.77

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-000-4503	ABANDONED VEHICLE ABATEMENT INTER-GOVERNMENTAL - COUNTYOT	0.00	0.00	442.31	-442.31	0.00
		0.00	0.00	442.31	-442.31	0.00
100-000-4300	COURT, VEHICLE & PARKING FEES	140,000.00	10,478.92	165,724.53	-25,724.53	118.37
100-000-4301	VEHICLE IMPOUND FEES	21,600.00	6,136.00	28,429.00	-6,829.00	131.62
100-000-4380	PROPERTY DAMAGE REIMBURSEMENT FINES & FORFEITURES	0.00	779.17	3,818.52	-3,818.52	0.00
		161,600.00	17,394.09	197,972.05	-36,372.05	122.51
100-000-4600	INTEREST INCOME USE OF MONEYPROPERTY	12,000.00	6,147.13	27,692.41	-15,692.41	230.77
		12,000.00	6,147.13	27,692.41	-15,692.41	230.77
100-000-4700	MISCELLANEOUS INCOME	0.00	1,822.60	1,822.60	-1,822.60	0.00
100-000-4750	CONTRIBUTIONS OTHER INCOME	0.00	100.00	4,595.14	-4,595.14	0.00
		0.00	1,922.60	6,417.74	-6,417.74	0.00
100-000-4390	ADMINISTRATIVE FEE	0.00	0.00	1,188.15	-1,188.15	0.00
100-000-4395	COPIES CHARGES FOR SERVICES	0.00	10.00	101.02	-101.02	0.00
		0.00	10.00	1,289.17	-1,289.17	0.00
	Revenue	10,607,719.00	1,090,693.66	9,871,477.45	736,241.55	93.06
100	Expense					
100-100-6020	CITY COUNCIL SALARIES & WAGES - PART-TIME SALARIES & WAGES	24,000.00	2,000.00	17,600.00	6,400.00	73.33
		24,000.00	2,000.00	17,600.00	6,400.00	73.33
100-100-6120	MEDICARE	348.00	29.00	255.19	92.81	73.33
100-100-6150	INSURANCE - HEALTH	36,000.00	5,063.66	29,488.14	6,511.86	81.91
100-100-6155	INSURANCE - WORKERS COMP	6,861.00	0.00	5,047.92	1,813.08	73.57
100-100-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	1,200.00	124.00	975.98	224.02	81.33
		44,409.00	5,216.66	35,767.23	8,641.77	80.54
100-100-6240	MEETINGS & CONFERENCES	13,650.00	0.00	4,025.00	9,625.00	29.49
100-100-6245	TRAVEL LODGING	6,950.00	549.50	2,662.15	4,287.85	38.30
100-100-6250	MILEAGE REIMBURSEMENT STAFF DEVELOPMENT	2,740.00	0.00	724.87	2,015.13	26.46
		23,340.00	549.50	7,412.02	15,927.98	31.76
100-100-6415	COMMUNITY PROMOTION	1,000.00	0.00	0.00	1,000.00	0.00
100-100-6428	MEMBERSHIPS DUES PROF AND CONT SVCS	42,350.00	0.00	29,158.30	13,191.70	68.85
		43,350.00	0.00	29,158.30	14,191.70	67.26
100-100-6510	OFFICE SUPPLIES	0.00	0.00	36.71	-36.71	0.00
100-100-6512	OPERATING DEPARTMENTAL SUPPLIE MTCE AND OPERATIONS	1,500.00	10.79	307.24	1,192.76	20.48
		1,500.00	10.79	343.95	1,156.05	22.93
100	CITY COUNCIL	136,599.00	7,776.95	90,281.50	46,317.50	66.09

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
110	CITY ATTORNEY					
100-110-6420	LEGAL	171,500.00	10,809.60	121,570.40	49,929.60	70.89
100-110-6421	LEGAL - SPECIAL PROJECTS	0.00	0.00	410.40	-410.40	0.00
	PROF AND CONT SVCS	171,500.00	10,809.60	121,980.80	49,519.20	71.13
110	CITY ATTORNEY					
		171,500.00	10,809.60	121,980.80	49,519.20	71.13
120	CITY CLERK					
100-120-6010	SALARIES & WAGES - FULL-TIME	102,000.00	4,615.38	67,334.76	34,665.24	66.01
100-120-6020	SALARIES & WAGES - PART-TIME	5,040.00	278.80	399.36	4,640.64	7.92
100-120-6070	PAID IN LIEU OF ACCRUED TIME	0.00	0.00	359.27	-359.27	0.00
	SALARIES & WAGES	107,040.00	4,894.18	68,093.39	38,946.61	63.61
100-120-6110	FICA	312.00	17.29	24.76	287.24	7.94
100-120-6120	MEDICARE	1,552.00	92.71	1,332.05	219.95	85.83
100-120-6130	PERS-EMPLOYER	12,240.00	435.78	6,285.94	5,954.06	51.36
100-120-6150	INSURANCE - HEALTH	36,000.00	870.24	25,014.27	10,985.73	69.48
100-120-6155	INSURANCE - WORKERS COMP	1,124.00	0.00	810.41	313.59	72.10
100-120-6160	INSURANCE - STATE UNEMPLOYMENT	952.00	17.29	897.64	54.36	94.29
	BENEFITS	52,180.00	1,433.31	34,365.07	17,814.93	65.86
100-120-6240	MEETINGS & CONFERENCES	2,760.00	0.00	1,248.62	1,511.38	45.24
100-120-6250	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	3,260.00	0.00	1,248.62	2,011.38	38.30
100-120-6414	ADVERTISING	3,000.00	254.10	2,302.10	697.90	76.74
100-120-6428	MEMBERSHIPS/DUES	335.00	0.00	355.00	-20.00	105.97
100-120-6495	OTHER CONTRACTUAL SERVICES	2,000.00	0.00	5,793.36	-3,793.36	289.67
	PROF AND CONT SVCS	5,335.00	254.10	8,450.46	-3,115.46	158.40
100-120-6510	OFFICE SUPPLIES	1,000.00	0.00	995.14	4.86	99.51
100-120-6512	OPERATING/DEPARTMENTAL SUPPLIE	1,100.00	0.00	475.97	624.03	43.27
	MTCE AND OPERATIONS	2,100.00	0.00	1,471.11	628.89	70.05
120	CITY CLERK					
		169,915.00	6,581.59	113,628.65	56,286.35	66.87
200	CITY MANAGER					
100-200-6010	SALARIES & WAGES - FULL-TIME	276,000.00	21,137.37	201,728.09	74,271.91	73.09
	SALARIES & WAGES	276,000.00	21,137.37	201,728.09	74,271.91	73.09
100-200-6110	FICA	0.00	0.00	0.01	-0.01	0.00
100-200-6120	MEDICARE	4,002.00	315.57	3,006.79	995.21	75.13
100-200-6130	PERS-EMPLOYER	33,120.00	1,948.59	18,656.27	14,463.73	56.33
100-200-6150	INSURANCE - HEALTH	36,000.00	5,135.45	26,695.95	9,304.05	74.16
100-200-6155	INSURANCE - WORKERS COMP	8,182.00	0.00	5,570.06	2,611.94	68.08
100-200-6160	INSURANCE - STATE UNEMPLOYMENT	700.00	0.00	1,218.01	-518.01	174.00
	BENEFITS	82,004.00	7,399.61	55,147.09	26,856.91	67.25

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-200-6230	PROFESSIONAL DEVELOPMENT	1,000.00	0.00	199.00	801.00	19.90
100-200-6240	MEETINGS & CONFERENCES	1,325.00	570.00	1,322.83	2.17	99.84
100-200-6245	TRAVELLDGING	1,050.00	0.00	437.48	612.52	41.66
100-200-6250	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
	STAFF DEVELOPMENT	3,375.00	570.00	1,959.31	1,415.69	58.05
100-200-6416	PRINTING/PUBLISHING	0.00	0.00	6.30	-6.30	0.00
100-200-6422	ECONOMIC DEVELOPMENT	75,250.00	2,291.77	4,085.98	71,164.02	5.43
100-200-6428	MEMBERSHIPS/DUES	2,560.00	0.00	1,850.00	710.00	72.27
100-200-6490	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
100-200-6495	OTHER CONTRACTUAL SERVICES	36,000.00	3,000.00	30,000.00	6,000.00	83.33
	PROF AND CONT SVCS	113,810.00	5,291.77	35,942.28	77,867.72	31.58
100-200-6510	OFFICE SUPPLIES	500.00	0.00	565.13	-65.13	113.03
100-200-6512	OPERATING/DEPARTMENTAL SUPPLIE	2,500.00	0.00	520.14	1,979.86	20.81
	MTCE AND OPERATIONS	3,000.00	0.00	1,085.27	1,914.73	36.18
200	CITY MANAGER	478,189.00	34,398.75	295,862.04	182,326.96	61.87
210	FINANCE					
100-210-6010	SALARIES & WAGES - FULL-TIME	144,000.00	10,961.04	107,974.74	36,025.26	74.98
100-210-6020	SALARIES & WAGES - PART-TIME	45,000.00	2,141.87	16,594.07	28,405.93	36.88
	SALARIES & WAGES	189,000.00	13,102.91	124,568.81	64,431.19	65.91
100-210-6120	MEDICARE	2,741.00	209.51	1,949.62	791.38	71.13
100-210-6130	PERS-EMPLOYER	22,680.00	1,237.16	11,366.51	11,313.49	50.12
100-210-6150	INSURANCE - HEALTH	36,000.00	4,962.94	31,906.91	4,093.09	88.63
100-210-6155	INSURANCE - WORKERS COMP	1,985.00	0.00	1,150.50	834.50	57.96
100-210-6160	INSURANCE - STATE UNEMPLOYMENT	1,050.00	79.87	1,361.87	-311.87	129.70
	BENEFITS	64,456.00	6,489.48	47,735.41	16,720.59	74.06
100-210-6220	SUBSCRIPTIONS & EDUC MATERIALS	175.00	0.00	1,301.95	-1,126.95	743.97
100-210-6230	PROFESSIONAL DEVELOPMENT	850.00	84.33	184.33	665.67	21.69
100-210-6240	MEETINGS & CONFERENCES	2,245.00	0.00	1,602.12	642.88	71.36
100-210-6245	TRAVELLDGING	900.00	0.00	197.50	702.50	21.94
100-210-6250	MILEAGE REIMBURSEMENT	250.00	0.00	122.04	127.96	48.82
	STAFF DEVELOPMENT	4,420.00	84.33	3,407.94	1,012.06	77.10
100-210-6410	ACCOUNTING SERVICES	31,200.00	0.00	15,281.00	15,919.00	48.98
100-210-6411	AUDITING SERVICES	20,000.00	0.00	18,470.00	1,530.00	92.35
100-210-6416	PRINTING/PUBLISHING	750.00	0.00	597.27	152.73	79.64
100-210-6428	MEMBERSHIPS/DUES	970.00	0.00	1,405.00	-435.00	144.85
100-210-6485	PROP TAX ADMIN CHARGES	0.00	0.00	-535.13	535.13	0.00
100-210-6490	OTHER PROFESSIONAL SERVICES	5,000.00	229.06	3,865.47	1,134.53	77.31
100-210-6495	OTHER CONTRACTUAL SERVICES	18,400.00	0.00	148,855.06	-130,455.06	808.99
	PROF AND CONT SVCS	76,320.00	229.06	187,938.67	-111,618.67	246.25
100-210-6510	OFFICE SUPPLIES	2,000.00	0.00	958.60	1,041.40	47.93

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
100-210-6512	OPERATING DEPARTMENTAL SUPPLIE MTCE AND OPERATIONS	1,000.00 3,000.00	9.63 9.63	285.72 1,244.32	714.28 1,755.68	28.57 41.48
100-210-6622	OFFICE EQUIPMENT CAPITAL OUTLAY	500.00 500.00	0.00 0.00	0.00 0.00	500.00 500.00	0.00 0.00
210	FINANCE	337,696.00	19,915.41	364,895.15	-27,199.15	108.05
220	PERSONNEL					
100-220-6220	SUBSCRIPTIONS & EDUC MATERIALS	40.00	0.00	146.81	-106.81	367.03
100-220-6230	PROFESSIONAL DEVELOPMENT STAFF DEVELOPMENT	5,000.00 5,040.00	0.00 0.00	646.00 792.81	4,354.00 4,247.19	12.92 15.73
100-220-6414	ADVERTISING	250.00	0.00	682.50	-432.50	273.00
100-220-6428	MEMBERSHIP DUES	0.00	0.00	50.00	-50.00	0.00
100-220-6490	OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS	1,100.00 1,350.00	156.00 156.00	638.00 1,370.50	462.00 -20.50	58.00 101.52
100-220-6510	OFFICE SUPPLIES MTCE AND OPERATIONS	250.00 250.00	0.00 0.00	326.06 326.06	-76.06 -76.06	130.42 130.42
220	PERSONNEL	6,640.00	156.00	2,489.37	4,150.63	37.49
230	RISK MANAGEMENT					
100-230-6155	INSURANCE - WORKERS COMP BENEFITS	0.00 0.00	1,136.50 1,136.50	1,136.50 1,136.50	-1,136.50 -1,136.50	0.00 0.00
100-230-6440	INSURANCE - GENERAL LIABILITY PROF AND CONT SVCS	37,851.00 37,851.00	0.00 0.00	36,665.64 36,665.64	1,185.36 1,185.36	96.87 96.87
230	RISK MANAGEMENT	37,851.00	1,136.50	37,802.14	48.86	99.87
240	INFORMATION TECHNOLOGY					
100-240-6412	TECHNOLOGY SERVICES PROF AND CONT SVCS	103,270.00 103,270.00	574.51 574.51	98,903.68 98,903.68	4,366.32 4,366.32	95.77 95.77
100-240-6512	OPERATING DEPARTMENTAL SUPPLIE	500.00	23.03	23.03	476.97	4.61
100-240-6590	OTHER EQUIPMENT SUPPLIES MTCE AND OPERATIONS	0.00 500.00	0.00 23.03	212.73 235.76	-212.73 264.24	0.00 47.15
100-240-6615	COMPUTER HARDWARE SOFTWARE	35,000.00	5,270.92	10,882.62	24,117.38	31.09
100-240-6622	OFFICE EQUIPMENT CAPITAL OUTLAY	0.00 35,000.00	0.00 5,270.92	3,464.32 14,346.94	-3,464.32 20,653.06	0.00 40.99
240	INFORMATION TECHNOLOGY	138,770.00	5,868.46	113,486.38	25,283.62	81.78
250	PUBLIC INFORMATION OFFICE					
100-250-6010	SALARIES & WAGES - FULL-TIME	60,000.00	4,615.38	48,471.74	11,528.26	80.79

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-250-6040	OVERTIME	0.00	54.09	941.23	-941.23	0.00
	SALARIES & WAGES	60,000.00	4,669.47	49,412.97	10,587.03	82.35
100-250-6120	MEDICARE	870.00	89.45	933.97	-63.97	107.35
100-250-6130	PERS-EMPLOYER	7,200.00	288.46	3,127.79	4,072.21	43.44
100-250-6150	INSURANCE - HEALTH	18,000.00	1,500.00	15,000.00	3,000.00	83.33
100-250-6155	INSURANCE - WORKERS COMP	630.00	0.00	507.26	122.74	80.52
100-250-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	350.00	0.00	434.00	-84.00	124.00
		27,050.00	1,877.91	20,003.02	7,046.98	73.95
100-250-6240	MEETINGS & CONFERENCES	2,115.00	0.00	575.00	1,540.00	27.19
100-250-6245	TRAVEL LODGING	1,625.00	0.00	0.00	1,625.00	0.00
100-250-6250	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	4,240.00	0.00	575.00	3,665.00	13.56
100-250-6415	COMMUNITY PROMOTION	16,100.00	0.00	100.00	16,000.00	0.62
100-250-6416	PRINTING/PUBLISHING	5,000.00	0.00	1,283.04	3,716.96	25.66
100-250-6428	MEMBERSHIP/DUES	1,140.00	0.00	1,140.00	0.00	100.00
	PROF AND CONT SVCS	22,240.00	0.00	2,523.04	19,716.96	11.34
100-250-6512	OPERATING/DEPARTMENTAL SUPPLIE	0.00	0.00	34.20	-34.20	0.00
	MTCE AND OPERATIONS	0.00	0.00	34.20	-34.20	0.00
250	PUBLIC INFORMATION OFFICE	113,530.00	6,547.38	72,548.23	40,981.77	63.90
290	GENERAL GOVERNMENT					
100-290-6472	RENTS/LEASES-EQUIPMENT & VEHIC	7,900.00	1,174.30	7,349.67	550.33	93.03
100-290-6499	CONTINGENCY	32,522.00	0.00	0.00	32,522.00	0.00
	PROF AND CONT SVCS	40,422.00	1,174.30	7,349.67	33,072.33	18.18
100-290-6340	OFFICE EQUIPMENT REPAIR	500.00	0.00	0.00	500.00	0.00
100-290-6510	OFFICE SUPPLIES	5,000.00	0.00	1,678.24	3,321.76	33.56
100-290-6512	OPERATING/DEPARTMENTAL SUPPLIE	5,000.00	23.70	3,511.32	1,488.68	70.23
100-290-6514	POSTAGE/SHIPPING	3,300.00	515.99	1,909.07	1,390.93	57.85
100-290-6590	OTHER EQUIPMENTS/SUPPLIES	0.00	0.00	0.00	0.00	0.00
	MTCE AND OPERATIONS	13,800.00	539.69	7,098.63	6,701.37	51.44
100-290-6830	REVENUE NEUTRALITY PAYMENT	287,500.00	0.00	0.00	287,500.00	0.00
	DEBT SERVICE - PRINCIPAL	287,500.00	0.00	0.00	287,500.00	0.00
290	GENERAL GOVERNMENT	341,722.00	1,713.99	14,448.30	327,273.70	4.23
295	BUILDING & FACILITIES					
100-295-6460	JANITORIAL	2,600.00	210.00	2,100.00	500.00	80.77
100-295-6474	RENTS/LEASES-LAND & BUILDINGS	76,000.00	6,384.80	63,238.40	12,761.60	83.21
100-295-6490	OTHER PROFESSIONAL SERVICES	420.00	70.00	580.00	-160.00	138.10
	PROF AND CONT SVCS	79,020.00	6,664.80	65,918.40	13,101.60	83.42

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-295-6310	BUILDING MAINTENANCE & REPAIR	250.00	25.00	1,970.86	-1,720.86	788.34
100-295-6372	UTILITIES - ELECTRIC	5,400.00	427.21	4,013.59	1,386.41	74.33
100-295-6376	UTILITIES - TELEPHONE	10,500.00	683.32	6,787.58	3,712.42	64.64
	MTCE AND OPERATIONS	16,150.00	1,135.53	12,772.03	3,377.97	79.08
100-295-6622	OFFICE EQUIPMENT	1,200.00	0.00	0.00	1,200.00	0.00
	CAPITAL OUTLAY	1,200.00	0.00	0.00	1,200.00	0.00
295	BUILDING & FACILITIES	96,370.00	7,800.33	78,690.43	17,679.57	81.65
300	PLANNING					
100-300-6212	STIPENDS	4,800.00	0.00	1,800.00	3,000.00	37.50
100-300-6230	PROFESSIONAL DEVELOPMENT	2,000.00	0.00	0.00	2,000.00	0.00
100-300-6240	MEETINGS & CONFERENCES	2,625.00	0.00	0.00	2,625.00	0.00
100-300-6245	TRAVEL/LODGING	3,500.00	0.00	0.00	3,500.00	0.00
	STAFF DEVELOPMENT	12,925.00	0.00	1,800.00	11,125.00	13.93
100-300-6414	ADVERTISING	2,500.00	0.00	1,097.50	1,402.50	43.90
100-300-6420	LEGAL	0.00	0.00	0.00	0.00	0.00
100-300-6426	GENERAL PLAN SERVICES	26,000.00	0.00	72.50	25,927.50	0.28
100-300-6431	PLANNING	745,000.00	46,446.34	237,775.79	507,224.21	31.92
100-300-6433	PRIVATE DEVELOPMENT	390,000.00	37,199.85	329,329.22	60,670.78	84.44
100-300-6480	PAYMENTS TO OTHER AGENCIES	0.00	0.00	50.00	-50.00	0.00
	PROF AND CONT SVCS	1,163,500.00	83,646.19	568,325.01	595,174.99	48.85
100-300-6510	OFFICE SUPPLIES	500.00	0.00	102.61	397.39	20.52
100-300-6512	OPERATING DEPARTMENTAL SUPPLIE	500.00	0.00	473.94	26.06	94.79
100-300-6514	POSTAGESHIPPI	100.00	0.00	0.00	100.00	0.00
	MTCE AND OPERATIONS	1,100.00	0.00	576.55	523.45	52.41
300	PLANNING	1,177,525.00	83,646.19	570,701.56	606,823.44	48.47
310	BUILDING & SAFETY					
100-310-6432	BUILDING & SAFETY	200,000.00	0.00	227,687.50	-27,687.50	113.84
100-310-6433	PRIVATE DEVELOPMENT	1,000,000.00	0.00	770,815.00	229,185.00	77.08
	PROF AND CONT SVCS	1,200,000.00	0.00	998,502.50	201,497.50	83.21
100-310-6510	OFFICE SUPPLIES	650.00	50.50	544.70	105.30	83.80
100-310-6512	OPERATING DEPARTMENTAL SUPPLIE	1,000.00	0.00	1,098.21	-98.21	109.82
	MTCE AND OPERATIONS	1,650.00	50.50	1,642.91	7.09	99.57
310	BUILDING & SAFETY	1,201,650.00	50.50	1,000,145.41	201,504.59	83.23
330	CODE ENFORCEMENT					
100-330-6010	SALARIES & WAGES - FULL-TIME	120,000.00	8,602.32	90,324.36	29,675.64	75.27
100-330-6040	OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
	SALARIES & WAGES	121,000.00	8,602.32	90,324.36	30,675.64	74.65

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-330-6120	MEDICARE	1,740.00	156.74	1,561.90	178.10	89.76
100-330-6130	PERS-EMPLOYER	14,400.00	812.22	8,643.51	5,756.49	60.02
100-330-6150	INSURANCE - HEALTH	36,000.00	3,001.79	30,033.87	5,966.13	83.43
100-330-6155	INSURANCE - WORKERS COMP	1,260.00	0.00	2,399.76	-1,139.76	190.46
100-330-6160	INSURANCE - STATE UNEMPLOYMENT	700.00	0.00	930.37	-230.37	132.91
100-330-6170	UNIFORMS	500.00	593.14	593.14	-93.14	118.63
	BENEFITS	54,600.00	4,563.89	44,162.55	10,437.45	80.88
100-330-6230	PROFESSIONAL DEVELOPMENT	500.00	0.00	0.00	500.00	0.00
100-330-6260	EDUCATION REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	1,000.00	0.00	0.00	1,000.00	0.00
100-330-6428	MEMBERSHIPS DUES	150.00	0.00	150.00	0.00	100.00
100-330-6480	PAYMENTS TO OTHER AGENCIES	2,000.00	744.01	6,358.09	-4,358.09	317.90
	PROF AND CONT SVCS	2,150.00	744.01	6,508.09	-4,358.09	302.70
100-330-6330	VEHICLE OPERATIONS GAS	4,500.00	320.69	2,961.78	1,538.22	65.82
100-330-6332	VEHICLE REPAIR	2,000.00	543.04	2,180.39	-180.39	109.02
100-330-6376	UTILITIES - TELEPHONE	2,500.00	125.16	1,126.26	1,373.74	45.05
100-330-6510	OFFICE SUPPLIES	500.00	0.00	75.03	424.97	15.01
100-330-6512	OPERATING DEPARTMENTAL SUPPLIE	4,000.00	0.00	1,257.62	2,742.38	31.44
100-330-6590	OTHER EQUIPMENT SUPPLIES	2,500.00	0.00	68.13	2,431.87	2.73
	MTC AND OPERATIONS	16,000.00	988.89	7,669.21	8,330.79	47.93
330	CODE ENFORCEMENT	194,750.00	14,899.11	148,664.21	46,085.79	76.34
400	LAW ENFORCEMENT	1,350.00	0.00	0.00	1,350.00	0.00
100-400-6170	UNIFORMS	1,350.00	0.00	0.00	1,350.00	0.00
	BENEFITS	1,350.00	0.00	0.00	1,350.00	0.00
100-400-6212	STIPENDS	2,400.00	0.00	600.00	1,800.00	25.00
100-400-6230	PROFESSIONAL DEVELOPMENT	1,690.00	0.00	0.00	1,690.00	0.00
100-400-6240	MEETINGS & CONFERENCES	2,800.00	0.00	0.00	2,800.00	0.00
	STAFF DEVELOPMENT	6,890.00	0.00	600.00	6,290.00	8.71
100-400-6416	PRINTING PUBLISHING	9,480.00	0.00	2,069.13	7,410.87	21.83
100-400-6428	MEMBERSHIPS DUES	120.00	0.00	99.00	21.00	82.50
100-400-6452	POLICE SERVICES	5,746,296.00	796,206.53	3,428,671.06	2,317,624.94	59.67
100-400-6453	YOUTH EXPLORER PROGRAM	1,430.00	1,430.00	2,280.00	-850.00	159.44
100-400-6454	BOOKING FEES	23,743.00	0.00	0.00	23,743.00	0.00
100-400-6455	CRIME PREVENTION	3,150.00	0.00	-1,588.07	4,738.07	-50.41
100-400-6456	CAL ID	50,180.00	0.00	52,822.00	-2,642.00	105.27
100-400-6457	BLOOD DRAWS	20,000.00	988.90	7,647.40	12,352.60	38.24
100-400-6458	COUNTY RMS SYSTEM	46,167.00	0.00	0.00	46,167.00	0.00
100-400-6459	FORENSIC	6,300.00	0.00	0.00	6,300.00	0.00
100-400-6462	SAFE NEIGHBORHOOD GANG TASK FO	5,000.00	0.00	3,260.00	1,740.00	65.20
100-400-6463	CITIZEN'S PATROL	7,200.00	0.00	0.00	7,200.00	0.00
100-400-6465	EXTRA DUTY-POLICE	20,000.00	0.00	10,722.25	9,277.75	53.61

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-400-6467	FACILITY RATE	106,790.00	0.00	0.00	106,790.00	0.00
100-400-6468	CROSSING GUARDS	25,350.00	3,936.80	18,872.04	6,477.96	74.45
100-400-6480	PAYMENTS TO OTHER AGENCIES	55,000.00	2,114.80	30,771.37	24,228.63	55.95
100-400-6490	OTHER PROFESSIONAL SERVICES	20,000.00	0.00	0.00	20,000.00	0.00
	PROF AND CONT SVCS	6,146,206.00	804,677.03	3,555,626.18	2,590,579.82	57.85
100-400-6332	VEHICLE REPAIR	3,052.00	0.00	1,731.20	1,320.80	56.72
100-400-6342	FIELD EQUIPMENT REPAIR	1,350.00	0.00	0.00	1,350.00	0.00
100-400-6466	VEHICLE TOW RECOVERY	1,500.00	0.00	0.00	1,500.00	0.00
100-400-6510	OFFICE SUPPLIES	300.00	0.00	0.00	300.00	0.00
100-400-6512	OPERATING DEPARTMENTAL SUPPLIE	0.00	0.00	279.81	-279.81	0.00
100-400-6514	POSTAGESHIPPIING	5,500.00	0.00	0.00	5,500.00	0.00
100-400-6590	OTHER EQUIPMENTSUPPLIES	7,800.00	6,616.96	6,679.60	1,120.40	85.64
	MTCE AND OPERATIONS	19,502.00	6,616.96	8,690.61	10,811.39	44.56
100-400-6624	OTHER CAPITAL EQUIPMENT	1,220.00	0.00	0.00	1,220.00	0.00
	CAPITAL OUTLAY	1,220.00	0.00	0.00	1,220.00	0.00
400	LAW ENFORCEMENT	6,175,168.00	811,293.99	3,564,916.79	2,610,251.21	57.73
430	ANIMAL CONTROL					
100-430-6480	PAYMENTS TO OTHER AGENCIES	137,844.00	0.00	169,131.01	-31,287.01	122.70
100-430-6490	OTHER PROFESSIONAL SERVICES	90,000.00	0.00	0.00	90,000.00	0.00
	PROF AND CONT SVCS	227,844.00	0.00	169,131.01	58,712.99	74.23
430	ANIMAL CONTROL	227,844.00	0.00	169,131.01	58,712.99	74.23
440	CODE ENFORCEMENT					
100-440-6480	PAYMENTS TO OTHER AGENCIES	0.00	397.00	397.00	-397.00	0.00
	PROF AND CONT SVCS	0.00	397.00	397.00	-397.00	0.00
440	CODE ENFORCEMENT	0.00	397.00	397.00	-397.00	0.00
500	PUBLIC WORKS					
100-500-6416	PRINTING/PUBLISHING	0.00	0.00	43.60	-43.60	0.00
	PROF AND CONT SVCS	0.00	0.00	43.60	-43.60	0.00
100-500-6664	STORM DRAINAGE	110,000.00	0.00	88,494.26	21,505.74	80.45
	CAPITAL OUTLAY	110,000.00	0.00	88,494.26	21,505.74	80.45
500	PUBLIC WORKS	110,000.00	0.00	88,537.86	21,462.14	80.49
550	Section 2					
100-550-6514	POSTAGESHIPPIING	0.00	0.00	0.00	0.00	0.00
	MTCE AND OPERATIONS	0.00	0.00	0.00	0.00	0.00
550	Section 2	0.00	0.00	0.00	0.00	0.00

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% ExpendCollect</u>
100	Expense	11,115,719.00	1,012,991.75	6,848,606.83	4,267,112.17	61.61
	GENERAL FUND	-508,000.00	77,701.91	3,022,870.62	-3,530,870.62	-595.05

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
110	STRUCTURAL FIRE FUND					
	Revenue					
110-000-4000	BASE PROPERTY TAX (S)	3,946,227.00	386,279.20	2,330,868.71	1,615,358.29	59.07
110-000-4010	BASE PROPERTY TAX (U)	0.00	0.00	182,022.75	-182,022.75	0.00
110-000-4030	OTHER PROPERTY TAX	0.00	13,002.66	79,706.44	-79,706.44	0.00
110-000-4040	HOMEOWNER-S EXEMPTION REIMB	0.00	0.00	28,994.01	-28,994.01	0.00
110-000-4070	PROPERTY TAX PYSUP	0.00	0.00	16,030.17	-16,030.17	0.00
110-000-4071	PROPERTY TAX 2345PYSUP	0.00	0.00	15,567.58	-15,567.58	0.00
	PROPERTY TAX	3,946,227.00	399,281.86	2,653,189.66	1,293,037.34	67.23
110-000-4240	FIRE PLAN CHECK	118,443.00	11,123.00	52,984.00	65,459.00	44.73
	LICENSES & PERMITS	118,443.00	11,123.00	52,984.00	65,459.00	44.73
110-000-4600	INTEREST INCOME	4,065.00	2,352.14	6,879.50	-2,814.50	169.24
	USE OF MONEY/PROPERTY	4,065.00	2,352.14	6,879.50	-2,814.50	169.24
	Revenue	4,068,735.00	412,757.00	2,713,053.16	1,355,681.84	66.68
	Expense					
420	FIRE & MEDICAL AID					
110-420-6450	FIRE SERVICES	2,698,346.00	0.00	1,225,224.20	1,473,121.80	45.41
110-420-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
110-420-6490	OTHER PROFESSIONAL SERVICES	450,000.00	0.00	0.00	450,000.00	0.00
	PROF AND CONT SVCS	3,148,346.00	0.00	1,225,224.20	1,923,121.80	38.92
110-420-6415	COMMUNITY PROMOTION	2,500.00	0.00	0.00	2,500.00	0.00
110-420-6512	OPERATING/DEPARTMENTAL SUPPLIE	0.00	0.00	4,122.23	-4,122.23	0.00
	MTCE AND OPERATIONS	2,500.00	0.00	4,122.23	-1,622.23	164.89
110-420-6620	FURNITURE/FIXTURES	100,000.00	0.00	0.00	100,000.00	0.00
110-420-6630	LAND	604,732.00	0.00	599,232.06	5,499.94	99.09
110-420-6650	BUILDINGS	3,500,000.00	0.00	0.00	3,500,000.00	0.00
	CAPITAL OUTLAY	4,204,732.00	0.00	599,232.06	3,605,499.94	14.25
420	FIRE & MEDICAL AID	7,355,578.00	0.00	1,828,578.49	5,526,999.51	24.86
800	DEBT SERVICE					
110-800-6830	REVENUE NEUTRALITY	287,500.00	0.00	0.00	287,500.00	0.00
	DEBT SERVICE - PRINCIPAL	287,500.00	0.00	0.00	287,500.00	0.00
800	DEBT SERVICE	287,500.00	0.00	0.00	287,500.00	0.00
	Expense	7,643,078.00	0.00	1,828,578.49	5,814,499.51	23.92
110	STRUCTURAL FIRE FUND	-3,574,343.00	412,757.00	884,474.67	-4,458,817.67	-24.75

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
200	GAS TAX FUND					
	Revenue					
200-000-4428	GAS TAX, 2103	1,076,047.00	129,334.02	712,882.21	363,164.79	66.25
200-000-4430	GAS TAX, 2105	355,148.00	46,009.51	229,138.96	126,009.04	64.52
200-000-4431	GAS TAX, 2106	240,235.00	33,964.45	167,518.93	72,716.07	69.73
200-000-4432	GAS TAX, 2107	528,758.00	70,908.76	370,279.47	158,478.53	70.03
200-000-4433	GAS TAX, 2107.5	7,500.00	0.00	0.00	7,500.00	0.00
200-000-4580	TUMF REIMBURSEMENT	0.00	0.00	473,171.00	-473,171.00	0.00
	INTER-GOVERNMENTAL - COUNTYOT	2,207,688.00	280,216.74	1,952,990.57	254,697.43	88.46
200-000-4600	INTEREST INCOME	5,000.00	1,771.27	5,245.42	-245.42	104.91
	USE OF MONEYPROPERTY	5,000.00	1,771.27	5,245.42	-245.42	104.91
200-000-4750	CONTRIBUTIONS	50,000.00	0.00	0.00	50,000.00	0.00
	OTHER INCOME	50,000.00	0.00	0.00	50,000.00	0.00
	Revenue	2,262,688.00	281,988.01	1,958,235.99	304,452.01	86.54
320	Expense					
	ENGINEERING					
200-320-6660	STREETS	0.00	0.00	0.00	0.00	0.00
	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
320	ENGINEERING	0.00	0.00	0.00	0.00	0.00
500	PUBLIC WORKS					
	OTHER PROFESSIONAL SERVICES	30,000.00	0.00	0.00	30,000.00	0.00
200-500-6490	PROF AND CONT SVCS	30,000.00	0.00	0.00	30,000.00	0.00
500	PUBLIC WORKS	30,000.00	0.00	0.00	30,000.00	0.00
510	STREETS					
200-510-6434	STREET MAINTENANCESWEEPING	190,000.00	7,850.93	155,189.65	34,810.35	81.68
200-510-6438	SIGNAL AND SIGN MAINTENANCE	190,000.00	12,954.91	105,188.00	84,812.00	55.36
200-510-6490	OTHER PROFESSIONAL SERVICES	370,000.00	0.00	204,468.00	165,532.00	55.26
	PROF AND CONT SVCS	750,000.00	20,805.84	464,845.65	285,154.35	61.98
200-510-6372	UTILITIES - ELECTRIC	0.00	4,846.08	12,336.34	-12,336.34	0.00
	MTCR AND OPERATIONS	0.00	4,846.08	12,336.34	-12,336.34	0.00
200-510-6660	STREETS	2,567,000.00	-17,395.00	-4,453.75	2,571,453.75	-0.17
200-510-6662	BRIDGES	0.00	0.00	2,557.50	-2,557.50	0.00
	CAPITAL OUTLAY	2,567,000.00	-17,395.00	-1,896.25	2,568,896.25	-0.07
510	STREETS	3,317,000.00	8,256.92	475,285.74	2,841,714.26	14.33
	Expense	3,347,000.00	8,256.92	475,285.74	2,871,714.26	14.20

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
200	GAS TAX FUND	-1,084,312.00	273,731.09	1,482,950.25	-2,567,262.25	-136.76

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
210	MEASURE A FUND					
	Revenue					
210-000-4500	MEASURE A FEES	882,000.00	66,871.30	660,991.86	221,008.14	74.94
	INTER-GOVERNMENTAL - COUNTYOT	882,000.00	66,871.30	660,991.86	221,008.14	74.94
210-000-4600	INTEREST INCOME	1,000.00	1,007.15	2,851.84	-1,851.84	285.18
	USE OF MONEYPROPERTY	1,000.00	1,007.15	2,851.84	-1,851.84	285.18
	Revenue	883,000.00	67,878.45	663,843.70	219,156.30	75.18
	Expense					
510	STREETS					
210-510-6490	OTHER PROFESSIONAL SERVICES	22,000.00	0.00	5,785.00	16,215.00	26.30
	PROF AND CONT SVCS	22,000.00	0.00	5,785.00	16,215.00	26.30
210-510-6660	STREETS	1,844,917.00	0.00	31,930.00	1,812,987.00	1.73
210-510-6695	OTHER CAPITAL OUTLAY	0.00	0.00	16,966.87	-16,966.87	0.00
	CAPITAL OUTLAY	1,844,917.00	0.00	48,896.87	1,796,020.13	2.65
510	STREETS	1,866,917.00	0.00	54,681.87	1,812,235.13	2.93
	Expense	1,866,917.00	0.00	54,681.87	1,812,235.13	2.93
210	MEASURE A FUND	-983,917.00	67,878.45	609,161.83	-1,593,078.83	-61.91

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
220	AQMD TRUST FUND					
	Revenue					
220-000-4505	SCAQMD FEES	64,000.00	0.00	35,035.95	28,964.05	54.74
	INTER-GOVERNMENTAL - STATE	64,000.00	0.00	35,035.95	28,964.05	54.74
220-000-4600	INTEREST INCOME	50.00	50.92	139.77	-89.77	279.54
	USE OF MONEY/PROPERTY	50.00	50.92	139.77	-89.77	279.54
	Revenue	64,050.00	50.92	35,175.72	28,874.28	54.92
	Expense					
100	CITY COUNCIL					
220-100-6428	MEMBERSHIPS/DUES	0.00	0.00	6,000.00	-6,000.00	0.00
	PROF AND CONT SVCS	0.00	0.00	6,000.00	-6,000.00	0.00
100	CITY COUNCIL	0.00	0.00	6,000.00	-6,000.00	0.00
250	PUBLIC INFORMATION OFFICE					
220-250-6415	COMMUNITY PROMOTION	0.00	0.00	243.60	-243.60	0.00
	MTCE AND OPERATIONS	0.00	0.00	243.60	-243.60	0.00
250	PUBLIC INFORMATION OFFICE	0.00	0.00	243.60	-243.60	0.00
330	CODE ENFORCEMENT					
220-330-6330	VEHICLE OPERATIONSGAS	500.00	0.00	37.48	462.52	7.50
	MTCE AND OPERATIONS	500.00	0.00	37.48	462.52	7.50
330	CODE ENFORCEMENT	500.00	0.00	37.48	462.52	7.50
	Expense	500.00	0.00	6,281.08	-5,781.08	1,256.22
220	AQMD TRUST FUND	63,550.00	50.92	28,894.64	34,655.36	45.47

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

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
240	MISCELLANEOUS GRANTS FUND					
	Revenue					
240-000-4570	GRANT REVENUE	230,250.00	0.00	100,820.14	129,429.86	43.79
	INTER-GOVERNMENTAL - COUNTYOT	230,250.00	0.00	100,820.14	129,429.86	43.79
240-000-4600	INTEREST INCOME	0.00	0.77	22.45	-22.45	0.00
	USE OF MONEYPROPERTY	0.00	0.77	22.45	-22.45	0.00
	Revenue	230,250.00	0.77	100,842.59	129,407.41	43.80
	Expense					
100	CITY COUNCIL					
240-100-6490	OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS	0.00	336.00	15,413.74	-15,413.74	0.00
		0.00	336.00	15,413.74	-15,413.74	0.00
100	CITY COUNCIL	0.00	336.00	15,413.74	-15,413.74	0.00
200	CITY MANAGER					
240-200-6590	OTHER PROFESSIONAL SERVICES MTCE AND OPERATIONS	7,455.00	4,689.23	12,571.29	-5,116.29	168.63
		7,455.00	4,689.23	12,571.29	-5,116.29	168.63
200	CITY MANAGER	7,455.00	4,689.23	12,571.29	-5,116.29	168.63
500	Section 2					
240-500-6690	OTHER INFRASTRUCTURE CAPITAL OUTLAY	0.00	1,618.77	2,767.52	-2,767.52	0.00
		0.00	1,618.77	2,767.52	-2,767.52	0.00
500	Section 2	0.00	1,618.77	2,767.52	-2,767.52	0.00
510	STREETS					
240-510-6660	STREETS	230,250.00	0.00	0.00	230,250.00	0.00
240-510-6690	OTHER INFRASTRUCTURE CAPITAL OUTLAY	0.00	0.00	95,367.60	-95,367.60	0.00
		230,250.00	0.00	95,367.60	134,882.40	41.42
510	STREETS	230,250.00	0.00	95,367.60	134,882.40	41.42
	Expense	237,705.00	6,644.00	126,120.15	111,584.85	53.06
240	MISCELLANEOUS GRANTS FUND	-7,455.00	-6,643.23	-25,277.56	17,822.56	339.07

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
250	COMMUNITY DEV BLOCK GRANT					
	Revenue					
250-000-4550	CDBG GRANT	338,000.00	0.00	34,208.33	303,791.67	10.12
	INTER-GOVERNMENTAL - COUNTYOT	338,000.00	0.00	34,208.33	303,791.67	10.12
250-000-4600	INTEREST INCOME	1,014.00	0.00	0.00	1,014.00	0.00
	USE OF MONEYPROPERTY	1,014.00	0.00	0.00	1,014.00	0.00
	Revenue	339,014.00	0.00	34,208.33	304,805.67	10.09
	Expense					
100	CITY COUNCIL					
	SCHOLARSHIPS	25,320.00	5,595.00	8,035.00	17,285.00	31.73
	PROF AND CONT SVCS	25,320.00	5,595.00	8,035.00	17,285.00	31.73
100	CITY COUNCIL	25,320.00	5,595.00	8,035.00	17,285.00	31.73
510	STREETS					
	STREETS	312,680.00	0.00	0.00	312,680.00	0.00
250-510-6660	OTHER INFRASTRUCTURE	0.00	863.34	42,106.67	-42,106.67	0.00
250-510-6690	CAPITAL OUTLAY	312,680.00	863.34	42,106.67	270,573.33	13.47
510	STREETS	312,680.00	863.34	42,106.67	270,573.33	13.47
	Expense	338,000.00	6,458.34	50,141.67	287,858.33	14.83
250	COMMUNITY DEV BLOCK GRANT	1,014.00	-6,458.34	-15,933.34	16,947.34	-1,571.34

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

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
300	LANDSCAPE MTCE DIST-ZONE 10					
	Revenue					
300-000-4075	ASSESSMENTS	1,757.00	0.00	756.46	1,000.54	43.05
	PROPERTY TAX	1,757.00	0.00	756.46	1,000.54	43.05
300-000-4600	INTEREST INCOME	0.00	0.64	1.84	-1.84	0.00
	USE OF MONEY/PROPERTY	0.00	0.64	1.84	-1.84	0.00
	Revenue	1,757.00	0.64	758.30	998.70	43.16
	Expense					
600	LANDSCAPE MAINTENANCE					
300-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
300-600-6490	OTHER PROFESSIONAL SERVICES	150.00	28.32	113.38	36.62	75.59
	PROF AND CONT SVCS	150.00	28.32	113.38	36.62	75.59
300-600-6372	UTILITIES - ELECTRIC	1,608.00	172.95	1,120.11	487.89	69.66
	MTCE AND OPERATIONS	1,608.00	172.95	1,120.11	487.89	69.66
600	LANDSCAPE MAINTENANCE	1,758.00	201.27	1,233.49	524.51	70.16
	Expense	1,758.00	201.27	1,233.49	524.51	70.16
300	LANDSCAPE MTCE DIST-ZONE 10	-1.00	-200.63	-475.19	474.19	47,519.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
310	LANDSCAPE MTCE DIST-ZONE 33					
	Revenue					
310-000-4075	ASSESSMENTS	1,011.00	0.00	460.13	550.87	45.51
	PROPERTY TAX	1,011.00	0.00	460.13	550.87	45.51
310-000-4600	INTEREST INCOME	0.00	0.40	1.10	-1.10	0.00
	USE OF MONEY/PROPERTY	0.00	0.40	1.10	-1.10	0.00
	Revenue	1,011.00	0.40	461.23	549.77	45.62
	Expense					
600	LANDSCAPE MAINTENANCE					
310-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
310-600-6490	OTHER PROFESSIONAL SERVICES	54.00	10.19	40.80	13.20	75.56
	PROF AND CONT SVCS	54.00	10.19	40.80	13.20	75.56
310-600-6372	UTILITIES - ELECTRIC	957.00	0.00	442.39	514.61	46.23
	MTCE AND OPERATIONS	957.00	0.00	442.39	514.61	46.23
600	LANDSCAPE MAINTENANCE	1,011.00	10.19	483.19	527.81	47.79
	Expense	1,011.00	10.19	483.19	527.81	47.79
310	LANDSCAPE MTCE DIST-ZONE 33	0.00	-9.79	-21.96	21.96	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
320	LANDSCAPE MTCE DIST-ZONE 41					
	Revenue					
320-000-4075	ASSESSMENTS	165,118.00	0.00	81,981.51	83,136.49	49.65
	PROPERTY TAX	165,118.00	0.00	81,981.51	83,136.49	49.65
320-000-4600	INTEREST INCOME	0.00	304.68	905.99	-905.99	0.00
	USE OF MONEY/PROPERTY	0.00	304.68	905.99	-905.99	0.00
	Revenue	165,118.00	304.68	82,887.50	82,230.50	50.20
	Expense					
600	LANDSCAPE MAINTENANCE					
320-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
320-600-6490	OTHER PROFESSIONAL SERVICES	11,200.00	2,114.13	8,464.22	2,735.78	75.57
	PROF AND CONT SVCS	11,200.00	2,114.13	8,464.22	2,735.78	75.57
320-600-6436	LANDSCAPE MAINTREPAIR	153,918.00	15,244.79	38,141.47	115,776.53	24.78
	MTCE AND OPERATIONS	153,918.00	15,244.79	38,141.47	115,776.53	24.78
600	LANDSCAPE MAINTENANCE	165,118.00	17,358.92	46,605.69	118,512.31	28.23
	Expense	165,118.00	17,358.92	46,605.69	118,512.31	28.23
320	LANDSCAPE MTCE DIST-ZONE 41	0.00	-17,054.24	36,281.81	-36,281.81	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
330	LANDSCAPE MTCE DIST-ZONE 79					
	Revenue					
330-000-4075	ASSESSMENTS	2,441.00	0.00	965.62	1,475.38	39.56
	PROPERTY TAX	2,441.00	0.00	965.62	1,475.38	39.56
330-000-4600	INTEREST INCOME	0.00	4.65	14.32	-14.32	0.00
	USE OF MONEY/PROPERTY	0.00	4.65	14.32	-14.32	0.00
	Revenue	2,441.00	4.65	979.94	1,461.06	40.15
	Expense					
600	LANDSCAPE MAINTENANCE					
330-600-6436	LANDSCAPE MAINTREPAIR	1,333.00	250.30	402.61	930.39	30.20
330-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
330-600-6490	OTHER PROFESSIONAL SERVICES	1,109.00	209.34	838.11	270.89	75.57
	PROF AND CONT SVCS	2,442.00	459.64	1,240.72	1,201.28	50.81
600	LANDSCAPE MAINTENANCE	2,442.00	459.64	1,240.72	1,201.28	50.81
	Expense	2,442.00	459.64	1,240.72	1,201.28	50.81
330	LANDSCAPE MTCE DIST-ZONE 79	-1.00	-454.99	-260.78	259.78	26,078.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
340	LANDSCAPE MTCE DIST-ZONE 85					
	Revenue					
340-000-4075	ASSESSMENTS	2,870.00	0.00	1,309.47	1,560.53	45.63
	PROPERTY TAX	2,870.00	0.00	1,309.47	1,560.53	45.63
340-000-4600	INTEREST INCOME	0.00	4.85	14.38	-14.38	0.00
	USE OF MONEY/PROPERTY	0.00	4.85	14.38	-14.38	0.00
	Revenue	2,870.00	4.85	1,323.85	1,546.15	46.13
600	Expense					
	LANDSCAPE MAINTENANCE					
340-600-6436	LANDSCAPE MAINTREPAIR	2,752.00	250.30	571.88	2,180.12	20.78
340-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
340-600-6490	OTHER PROFESSIONAL SERVICES	118.00	22.27	89.17	28.83	75.57
	PROF AND CONT SVCS	2,870.00	272.57	661.05	2,208.95	23.03
600	LANDSCAPE MAINTENANCE	2,870.00	272.57	661.05	2,208.95	23.03
	Expense	2,870.00	272.57	661.05	2,208.95	23.03
340	LANDSCAPE MTCE DIST-ZONE 85	0.00	-267.72	662.80	-662.80	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
350	LANDSCAPE MTCE DIST-ZONE 111					
	Revenue					
350-000-4075	ASSESSMENTS	20,522.00	0.00	9,941.13	10,580.87	48.44
	PROPERTY TAX	20,522.00	0.00	9,941.13	10,580.87	48.44
350-000-4600	INTEREST INCOME	0.00	37.87	111.89	-111.89	0.00
	USE OF MONEYPROPERTY	0.00	37.87	111.89	-111.89	0.00
	Revenue	20,522.00	37.87	10,053.02	10,468.98	48.99
	Expense					
600	LANDSCAPE MAINTENANCE					
350-600-6436	LANDSCAPE MAINTREPAIR	19,298.00	1,998.59	4,115.23	15,182.77	21.32
350-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
350-600-6490	OTHER PROFESSIONAL SERVICES	1,224.00	231.04	925.01	298.99	75.57
	PROF AND CONT SVCS	20,522.00	2,229.63	5,040.24	15,481.76	24.56
600	LANDSCAPE MAINTENANCE	20,522.00	2,229.63	5,040.24	15,481.76	24.56
	Expense	20,522.00	2,229.63	5,040.24	15,481.76	24.56
350	LANDSCAPE MTCE DIST-ZONE 111	0.00	-2,191.76	5,012.78	-5,012.78	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
360	LANDSCAPE MTCE DIST-ZONE 115					
	Revenue					
360-000-4075	ASSESSMENTS	2,677.00	0.00	1,214.09	1,462.91	45.35
	PROPERTY TAX	2,677.00	0.00	1,214.09	1,462.91	45.35
	INTEREST INCOME	0.00	1.46	3.66	-3.66	0.00
360-000-4600	USE OF MONEYPROPERTY	0.00	1.46	3.66	-3.66	0.00
	Revenue	2,677.00	1.46	1,217.75	1,459.25	45.49
	Expense					
600	LANDSCAPE MAINTENANCE					
360-600-6436	LANDSCAPE MAINTREPAIR	1,853.00	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
360-600-6490	OTHER PROFESSIONAL SERVICES	824.00	155.54	622.73	201.27	75.57
	PROF AND CONT SVCS	2,677.00	155.54	622.73	2,054.27	23.26
600	LANDSCAPE MAINTENANCE	2,677.00	155.54	622.73	2,054.27	23.26
	Expense	2,677.00	155.54	622.73	2,054.27	23.26
360	LANDSCAPE MTCE DIST-ZONE 115	0.00	-154.08	595.02	-595.02	0.00

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
370	LANDSCAPE MTCE DIST-ZONE 116					
	Revenue					
370-000-4075	ASSESSMENTS	6,565.00	0.00	2,934.76	3,630.24	44.70
	PROPERTY TAX	6,565.00	0.00	2,934.76	3,630.24	44.70
370-000-4600	INTEREST INCOME	0.00	13.55	40.98	-40.98	0.00
	USE OF MONEY/PROPERTY	0.00	13.55	40.98	-40.98	0.00
	Revenue	6,565.00	13.55	2,975.74	3,589.26	45.33
	Expense					
600	LANDSCAPE MAINTENANCE					
370-600-6436	LANDSCAPE MTC/REPAIR	5,354.00	428.30	870.43	4,483.57	16.26
370-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
370-600-6490	OTHER PROFESSIONAL SERVICES	1,211.00	228.59	915.20	295.80	75.57
	PROF AND CONT SVCS	6,565.00	656.89	1,785.63	4,779.37	27.20
600	LANDSCAPE MAINTENANCE	6,565.00	656.89	1,785.63	4,779.37	27.20
	Expense	6,565.00	656.89	1,785.63	4,779.37	27.20
370	LANDSCAPE MTCE DIST-ZONE 116	0.00	-643.34	1,190.11	-1,190.11	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
380	LANDSCAPE MTCE DIST-ZONE 147					
	Revenue					
380-000-4075	ASSESSMENTS	1,254.00	0.00	448.19	805.81	35.74
	PROPERTY TAX	1,254.00	0.00	448.19	805.81	35.74
380-000-4600	INTEREST INCOME	0.00	1.45	4.18	-4.18	0.00
	USE OF MONEY/PROPERTY	0.00	1.45	4.18	-4.18	0.00
	Revenue	1,254.00	1.45	452.37	801.63	36.07
	Expense					
600	LANDSCAPE MAINTENANCE					
380-600-6436	LANDSCAPE MTCEREPAIR	1,132.00	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
380-600-6490	OTHER PROFESSIONAL SERVICES	122.00	23.03	92.20	29.80	75.57
	PROF AND CONT SVCS	1,254.00	23.03	92.20	1,161.80	7.35
600	LANDSCAPE MAINTENANCE	1,254.00	23.03	92.20	1,161.80	7.35
	Expense	1,254.00	23.03	92.20	1,161.80	7.35
380	LANDSCAPE MTCE DIST-ZONE 147	0.00	-21.58	360.17	-360.17	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
390	LANDSCAPE MTCE DIST-ZONE 151					
	Revenue					
390-000-4075	ASSESSMENTS	4,587.00	0.00	5,379.12	-792.12	117.27
	PROPERTY TAX	4,587.00	0.00	5,379.12	-792.12	117.27
390-000-4600	INTEREST INCOME	0.00	5.77	13.66	-13.66	0.00
	USE OF MONEY/PROPERTY	0.00	5.77	13.66	-13.66	0.00
	Revenue	4,587.00	5.77	5,392.78	-805.78	117.57
	Expense					
600	LANDSCAPE MAINTENANCE					
390-600-6436	LANDSCAPE MAINTREPAIR	4,466.00	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
390-600-6490	OTHER PROFESSIONAL SERVICES	121.00	22.84	113.86	7.14	94.10
	PROF AND CONT SVCS	4,587.00	22.84	113.86	4,473.14	2.48
600	LANDSCAPE MAINTENANCE	4,587.00	22.84	113.86	4,473.14	2.48
	Expense	4,587.00	22.84	113.86	4,473.14	2.48
390	LANDSCAPE MTCE DIST-ZONE 151	0.00	-17.07	5,278.92	-5,278.92	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
400	LANDSCAPE MTCE DIST-ZONE 156					
	Revenue					
400-000-4075	ASSESSMENTS	3,468.00	0.00	1,599.90	1,868.10	46.13
	PROPERTY TAX	3,468.00	0.00	1,599.90	1,868.10	46.13
400-000-4600	INTEREST INCOME	0.00	3.91	10.87	-10.87	0.00
	USE OF MONEY/PROPERTY	0.00	3.91	10.87	-10.87	0.00
	Revenue	3,468.00	3.91	1,610.77	1,857.23	46.45
	Expense					
600	LANDSCAPE MAINTENANCE					
400-600-6436	LANDSCAPE MAIN/REPAIR	3,350.00	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
400-600-6490	OTHER PROFESSIONAL SERVICES	118.00	22.27	66.75	51.25	56.57
	PROF AND CONT SVCS	3,468.00	22.27	66.75	3,401.25	1.92
600	LANDSCAPE MAINTENANCE	3,468.00	22.27	66.75	3,401.25	1.92
	Expense	3,468.00	22.27	66.75	3,401.25	1.92
400	LANDSCAPE MTCE DIST-ZONE 156	0.00	-18.36	1,544.02	-1,544.02	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
600	CAPITAL PROJECTS FUND					
	Revenue					
600-000-4475	FED SURF TRAN PROG GRANT	199,000.00	0.00	0.00	199,000.00	0.00
	INTER-GOVERNMENTAL - COUNTYOT	199,000.00	0.00	0.00	199,000.00	0.00
600-000-4600	INTEREST INCOME	0.00	17.99	17.99	-17.99	0.00
	USE OF MONEY/PROPERTY	0.00	17.99	17.99	-17.99	0.00
600-000-4750	CONTRIBUTIONS	0.00	0.00	153,330.00	-153,330.00	0.00
	OTHER INCOME	0.00	0.00	153,330.00	-153,330.00	0.00
	Revenue	199,000.00	17.99	153,347.99	45,652.01	77.06
500	Expense					
	Section 2					
600-500-6690	OTHER INFRASTRUCTURE	0.00	0.00	10,955.00	-10,955.00	0.00
	CAPITAL OUTLAY	0.00	0.00	10,955.00	-10,955.00	0.00
500	Section 2	0.00	0.00	10,955.00	-10,955.00	0.00
510	Section 2					
600-510-6660	STREETS	199,000.00	0.00	-10,920.91	209,920.91	-5.49
	CAPITAL OUTLAY	199,000.00	0.00	-10,920.91	209,920.91	-5.49
510	Section 2	199,000.00	0.00	-10,920.91	209,920.91	-5.49
	Expense	199,000.00	0.00	34.09	198,965.91	0.02
600	CAPITAL PROJECTS FUND	0.00	17.99	153,313.90	-153,313.90	0.00

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
620	DEVELOPMENT IMPACT FEE FUND					
	Revenue					
620-000-4235	DEVELOPMENT IMPACT FEE	1,012,700.00	59,891.30	831,754.53	180,945.47	82.13
	LICENSES & PERMITS	1,012,700.00	59,891.30	831,754.53	180,945.47	82.13
620-000-4600	INTEREST INCOME	2,000.00	1,100.98	3,133.14	-1,133.14	156.66
	USE OF MONEY/PROPERTY	2,000.00	1,100.98	3,133.14	-1,133.14	156.66
	Revenue	1,014,700.00	60,992.28	834,887.67	179,812.33	82.28
620	DEVELOPMENT IMPACT FEE FUND	1,014,700.00	60,992.28	834,887.67	179,812.33	82.28

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
	Revenue Total	19,981,426.00	1,914,758.31	16,534,261.68	3,447,164.32	0.83
	Expense Total	25,060,191.00	1,055,763.80	9,550,417.99	15,509,773.01	0.38
	Grand Total	-5,078,765.00	858,994.51	6,983,843.69	-12,062,608.69	-1.38

General Ledger
STATEMENT OF REVENUES
AND EXPENDITURES
UNAUDITED



User: jgimed
Printed: 06/10/14 15:33:24
Period 11 - 11
Fiscal Year 2014

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100	GENERAL FUND					
	Revenue					
100-000-4000	BASE PROPERTY TAX (S)	1,758,144.00	552,787.16	1,609,382.98	148,761.02	91.54
100-000-4010	BASE PROPERTY TAX (U)	0.00	0.00	82,707.90	-82,707.90	0.00
100-000-4030	OTHER PROPERTY TAX	0.00	0.00	30,753.98	-30,753.98	0.00
100-000-4040	HO-S EXEMPTION REIMB	0.00	9,127.79	22,167.49	-22,167.49	0.00
100-000-4050	REAL PROPERTY TRANS TAX	336,000.00	29,192.04	309,451.84	26,548.16	92.10
100-000-4070	PROPERTY TAX 2345CURSUP	0.00	6,805.50	14,014.91	-14,014.91	0.00
100-000-4071	PROPERTY TAX 2345PYSUP	0.00	676.11	7,749.72	-7,749.72	0.00
	PROPERTY TAX	2,094,144.00	598,588.60	2,076,228.82	17,915.18	99.14
100-000-4100	SALES & USE TAX	5,150,000.00	350,100.00	4,945,796.38	204,203.62	96.03
100-000-4150	FRAN FEE - CABLE TV	400,000.00	31,966.20	266,579.54	133,420.46	66.64
100-000-4151	FRAN FEE - ELECTRIC	300,000.00	0.00	272,349.32	27,650.68	90.78
100-000-4152	FRAN FEE - REFUSE DISPOS	410,000.00	119,002.67	489,918.17	-79,918.17	119.49
100-000-4153	FRAN FEE - SO. CAL GAS	160,000.00	0.00	168,803.89	-8,803.89	105.50
	SALES & OTHER TAX	6,420,000.00	501,068.87	6,143,447.30	276,552.70	95.69
100-000-4200	CONSTBLDG PERMIT FEE	201,650.00	75,248.93	498,844.89	-297,194.89	247.38
100-000-4203	FIRE PLAN CHECK FEE	0.00	0.00	0.00	0.00	0.00
100-000-4210	PLANNING FIXED FEES	0.00	350.00	2,720.00	-2,720.00	0.00
100-000-4215	DEVELOPMENT FEES	1,563,525.00	0.00	1,778,666.72	-215,141.72	113.76
100-000-4220	TECHNOLOGY FEES	27,800.00	0.00	0.00	27,800.00	0.00
100-000-4225	ENCROACHMENT FEES	0.00	4,188.00	23,191.26	-23,191.26	0.00
100-000-4250	BUSINESS REG FEES	18,000.00	8,620.00	71,399.00	-53,399.00	396.66
100-000-4251	RENTAL REG FEE	0.00	5,586.00	11,025.00	-11,025.00	0.00
100-000-4252	CASP FEE	0.00	101.00	1,063.40	-1,063.40	0.00
100-000-4255	ANIMAL CONTROL FEES	66,000.00	34,823.00	149,047.00	-83,047.00	225.83
100-000-4260	VACANT PROPERTY REGISTRATION	6,000.00	0.00	70.00	5,930.00	1.17
100-000-4265	FORECLOSED PROP REG FEE	0.00	16,997.40	98,385.81	-98,385.81	0.00
	LICENSES & PERMITS	1,882,975.00	145,914.33	2,634,413.08	-751,438.08	139.91
100-000-4400	MOTOR VEHICLE LICENSE FEES	37,000.00	0.00	29,146.37	7,853.63	78.77
	INTER-GOVERNMENTAL - STATE	37,000.00	0.00	29,146.37	7,853.63	78.77

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-000-4503	ABANDONED VEHICLE ABATEMENT INTER-GOVERNMENTAL - COUNTYOT	0.00	321.76	764.07	-764.07	0.00
		0.00	321.76	764.07	-764.07	0.00
100-000-4300	COURT, VEHICLE & PARKING FEES	140,000.00	35,424.59	201,149.12	-61,149.12	143.68
100-000-4301	VEHICLE IMPOUND FEES	21,600.00	2,914.00	31,343.00	-9,743.00	145.11
100-000-4380	PROPERTY DAMAGE REIMBURSEMENT FINES & FORFEITURES	0.00	0.00	3,818.52	-3,818.52	0.00
		161,600.00	38,338.59	236,310.64	-74,710.64	146.23
100-000-4600	INTEREST INCOME USE OF MONEYPROPERTY	12,000.00	1,143.63	28,836.04	-16,836.04	240.30
		12,000.00	1,143.63	28,836.04	-16,836.04	240.30
100-000-4700	MISCELLANEOUS INCOME	0.00	0.00	1,822.60	-1,822.60	0.00
100-000-4750	CONTRIBUTIONS OTHER INCOME	0.00	0.00	4,595.14	-4,595.14	0.00
		0.00	0.00	6,417.74	-6,417.74	0.00
100-000-4390	ADMINISTRATIVE FEE	0.00	0.00	1,188.15	-1,188.15	0.00
100-000-4395	COPIES CHARGES FOR SERVICES	0.00	0.00	101.02	-101.02	0.00
		0.00	0.00	1,289.17	-1,289.17	0.00
	Revenue	10,607,719.00	1,285,375.78	11,156,853.23	-549,134.23	105.18
100	Expense					
100-100-6020	CITY COUNCIL SALARIES & WAGES - PART-TIME SALARIES & WAGES	24,000.00	2,000.00	19,600.00	4,400.00	81.67
		24,000.00	2,000.00	19,600.00	4,400.00	81.67
100-100-6120	MEDICARE	348.00	28.99	284.18	63.82	81.66
100-100-6150	INSURANCE - HEALTH	36,000.00	105.44	29,593.58	6,406.42	82.20
100-100-6155	INSURANCE - WORKERS COMP	6,861.00	0.00	5,047.92	1,813.08	73.57
100-100-6160	INSURANCE - STATE UNEMPLOYMENT BENEFITS	1,200.00	124.00	1,099.98	100.02	91.67
		44,409.00	258.43	36,025.66	8,383.34	81.12
100-100-6240	MEETINGS & CONFERENCES	13,650.00	1,500.00	5,525.00	8,125.00	40.48
100-100-6245	TRAVEL LODGING	6,950.00	0.00	2,662.15	4,287.85	38.30
100-100-6250	MILEAGE REIMBURSEMENT STAFF DEVELOPMENT	2,740.00	0.00	724.87	2,015.13	26.46
		23,340.00	1,500.00	8,912.02	14,427.98	38.18
100-100-6415	COMMUNITY PROMOTION	1,000.00	0.00	0.00	1,000.00	0.00
100-100-6428	MEMBERSHIP DUES PROF AND CONT SVCS	42,350.00	0.00	29,158.30	13,191.70	68.85
		43,350.00	0.00	29,158.30	14,191.70	67.26
100-100-6510	OFFICE SUPPLIES	0.00	0.00	36.71	-36.71	0.00
100-100-6512	OPERATING DEPARTMENTAL SUPPLIE MTC& AND OPERATIONS	1,500.00	53.99	361.23	1,138.77	24.08
		1,500.00	53.99	397.94	1,102.06	26.53
100	CITY COUNCIL	136,599.00	3,812.42	94,093.92	42,505.08	68.88

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
110	CITY ATTORNEY					
100-110-6420	LEGAL	171,500.00	14,611.20	136,181.60	35,318.40	79.41
100-110-6421	LEGAL - SPECIAL PROJECTS	0.00	0.00	410.40	-410.40	0.00
	PROF AND CONT SVCS	171,500.00	14,611.20	136,592.00	34,908.00	79.65
110	CITY ATTORNEY	171,500.00	14,611.20	136,592.00	34,908.00	79.65
120	CITY CLERK					
100-120-6010	SALARIES & WAGES - FULL-TIME	102,000.00	5,360.09	72,694.85	29,305.15	71.27
100-120-6020	SALARIES & WAGES - PART-TIME	5,040.00	331.54	730.90	4,309.10	14.50
100-120-6070	PAID IN LIEU OF ACCRUED TIME	0.00	4,829.67	5,188.94	-5,188.94	0.00
	SALARIES & WAGES	107,040.00	10,521.30	78,614.69	28,425.31	73.44
100-120-6110	FICA	312.00	20.56	45.32	266.68	14.53
100-120-6120	MEDICARE	1,552.00	196.06	1,528.11	23.89	98.46
100-120-6130	PERS-EMPLOYER	12,240.00	445.50	6,731.44	5,508.56	55.00
100-120-6150	INSURANCE - HEALTH	36,000.00	2,889.60	27,903.87	8,096.13	77.51
100-120-6155	INSURANCE - WORKERS COMP	1,124.00	0.00	810.41	313.59	72.10
100-120-6160	INSURANCE - STATE UNEMPLOYMENT	952.00	231.26	1,128.90	-176.90	118.58
	BENEFITS	52,180.00	3,782.98	38,148.05	14,031.95	73.11
100-120-6240	MEETINGS & CONFERENCES	2,760.00	0.00	1,248.62	1,511.38	45.24
100-120-6250	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	3,260.00	0.00	1,248.62	2,011.38	38.30
100-120-6414	ADVERTISING	3,000.00	88.00	2,390.10	609.90	79.67
100-120-6428	MEMBERSHIPS/DUES	335.00	0.00	355.00	-20.00	105.97
100-120-6495	OTHER CONTRACTUAL SERVICES	2,000.00	188.96	5,982.32	-3,982.32	299.12
	PROF AND CONT SVCS	5,335.00	276.96	8,727.42	-3,392.42	163.59
100-120-6510	OFFICE SUPPLIES	1,000.00	0.00	995.14	4.86	99.51
100-120-6512	OPERATING/DEPARTMENTAL SUPPLIE	1,100.00	0.00	475.97	624.03	43.27
	MTCE AND OPERATIONS	2,100.00	0.00	1,471.11	628.89	70.05
120	CITY CLERK	169,915.00	14,581.24	128,209.89	41,705.11	75.46
200	CITY MANAGER					
100-200-6010	SALARIES & WAGES - FULL-TIME	276,000.00	21,269.24	222,997.33	53,002.67	80.80
	SALARIES & WAGES	276,000.00	21,269.24	222,997.33	53,002.67	80.80
100-200-6110	FICA	0.00	0.00	0.01	-0.01	0.00
100-200-6120	MEDICARE	4,002.00	317.48	3,324.27	677.73	83.07
100-200-6130	PERS-EMPLOYER	33,120.00	1,961.04	20,617.31	12,502.69	62.25
100-200-6150	INSURANCE - HEALTH	36,000.00	1,061.84	27,757.79	8,242.21	77.10
100-200-6155	INSURANCE - WORKERS COMP	8,182.00	0.00	5,570.06	2,611.94	68.08
100-200-6160	INSURANCE - STATE UNEMPLOYMENT	700.00	0.00	1,218.01	-518.01	174.00
	BENEFITS	82,004.00	3,340.36	58,487.45	23,516.55	71.32

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend Collect
100-200-6230	PROFESSIONAL DEVELOPMENT	1,000.00	578.80	777.80	222.20	77.78
100-200-6240	MEETINGS & CONFERENCES	1,325.00	0.00	1,322.83	2.17	99.84
100-200-6245	TRAVEL LODGING	1,050.00	256.00	693.48	356.52	66.05
100-200-6250	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
	STAFF DEVELOPMENT	3,375.00	834.80	2,794.11	580.89	82.79
100-200-6416	PRINTING/PUBLISHING	0.00	0.00	6.30	-6.30	0.00
100-200-6422	ECONOMIC DEVELOPMENT	75,250.00	0.00	4,085.98	71,164.02	5.43
100-200-6428	MEMBERSHIPS/DUES	2,560.00	0.00	1,850.00	710.00	72.27
100-200-6490	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
100-200-6495	OTHER CONTRACTUAL SERVICES	36,000.00	3,000.00	33,000.00	3,000.00	91.67
	PROF AND CONT SVCS	113,810.00	3,000.00	38,942.28	74,867.72	34.22
100-200-6510	OFFICE SUPPLIES	500.00	814.53	1,379.66	-879.66	275.93
100-200-6512	OPERATING DEPARTMENTAL SUPPLIE	2,500.00	100.16	620.30	1,879.70	24.81
	MTC AND OPERATIONS	3,000.00	914.69	1,999.96	1,000.04	66.67
200	CITY MANAGER	478,189.00	29,359.09	325,221.13	152,967.87	68.01
210	FINANCE					
100-210-6010	SALARIES & WAGES - FULL-TIME	144,000.00	10,549.44	118,524.18	25,475.82	82.31
100-210-6020	SALARIES & WAGES - PART-TIME	45,000.00	1,947.15	18,541.22	26,458.78	41.20
	SALARIES & WAGES	189,000.00	12,496.59	137,065.40	51,934.60	72.52
100-210-6120	MEDICARE	2,741.00	200.72	2,150.34	590.66	78.45
100-210-6130	PERS-EMPLOYER	22,680.00	1,179.91	12,546.42	10,133.58	55.32
100-210-6150	INSURANCE - HEALTH	36,000.00	1,531.44	33,438.35	2,561.65	92.88
100-210-6155	INSURANCE - WORKERS COMP	1,985.00	0.00	1,150.50	834.50	57.96
100-210-6160	INSURANCE - STATE UNEMPLOYMENT	1,050.00	0.00	1,361.87	-311.87	129.70
	BENEFITS	64,456.00	2,912.07	50,647.48	13,808.52	78.58
100-210-6220	SUBSCRIPTIONS & EDUC MATERIALS	175.00	0.00	1,301.95	-1,126.95	743.97
100-210-6230	PROFESSIONAL DEVELOPMENT	850.00	95.00	279.33	570.67	32.86
100-210-6240	MEETINGS & CONFERENCES	2,245.00	0.00	1,602.12	642.88	71.36
100-210-6245	TRAVEL LODGING	900.00	0.00	197.50	702.50	21.94
100-210-6250	MILEAGE REIMBURSEMENT	250.00	0.00	122.04	127.96	48.82
	STAFF DEVELOPMENT	4,420.00	95.00	3,502.94	917.06	79.25
100-210-6410	ACCOUNTING SERVICES	31,200.00	11,500.00	26,781.00	4,419.00	85.84
100-210-6411	AUDITING SERVICES	20,000.00	0.00	18,470.00	1,530.00	92.35
100-210-6416	PRINTING/PUBLISHING	750.00	237.60	834.87	-84.87	111.32
100-210-6428	MEMBERSHIPS/DUES	970.00	0.00	1,405.00	-435.00	144.85
100-210-6485	PROP TAX ADMIN CHARGES	0.00	0.00	-535.13	535.13	0.00
100-210-6490	OTHER PROFESSIONAL SERVICES	5,000.00	208.79	4,074.26	925.74	81.49
100-210-6495	OTHER CONTRACTUAL SERVICES	18,400.00	60,637.95	209,493.01	-191,093.01	1,138.55
	PROF AND CONT SVCS	76,320.00	72,584.34	260,523.01	-184,203.01	341.36
100-210-6510	OFFICE SUPPLIES	2,000.00	882.27	1,840.87	159.13	92.04

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend Collect
100-210-6512	OPERATING DEPARTMENTAL SUPPLIE MTCE AND OPERATIONS	1,000.00 3,000.00	0.00 882.27	285.72 2,126.59	714.28 873.41	28.57 70.89
100-210-6622	OFFICE EQUIPMENT CAPITAL OUTLAY	500.00 500.00	0.00 0.00	0.00 0.00	500.00 500.00	0.00 0.00
210	FINANCE	337,696.00	88,970.27	453,865.42	-116,169.42	134.40
220	PERSONNEL					
100-220-6220	SUBSCRIPTIONS & EDUC MATERIALS	40.00	0.00	146.81	-106.81	367.03
100-220-6230	PROFESSIONAL DEVELOPMENT STAFF DEVELOPMENT	5,000.00 5,040.00	0.00 0.00	646.00 792.81	4,354.00 4,247.19	12.92 15.73
100-220-6414	ADVERTISING	250.00	0.00	682.50	-432.50	273.00
100-220-6428	MEMBERSHIP DUES	0.00	0.00	50.00	-50.00	0.00
100-220-6490	OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS	1,100.00 1,350.00	156.00 156.00	794.00 1,526.50	306.00 -176.50	72.18 113.07
100-220-6510	OFFICE SUPPLIES MTCE AND OPERATIONS	250.00 250.00	0.00 0.00	326.06 326.06	-76.06 -76.06	130.42 130.42
220	PERSONNEL	6,640.00	156.00	2,645.37	3,994.63	39.84
230	RISK MANAGEMENT					
100-230-6155	INSURANCE - WORKERS COMP BENEFITS	0.00 0.00	1,136.50 1,136.50	2,273.00 2,273.00	-2,273.00 -2,273.00	0.00 0.00
100-230-6440	INSURANCE - GENERAL LIABILITY PROF AND CONT SVCS	37,851.00 37,851.00	0.00 0.00	36,665.64 36,665.64	1,185.36 1,185.36	96.87 96.87
230	RISK MANAGEMENT	37,851.00	1,136.50	38,938.64	-1,087.64	102.87
240	INFORMATION TECHNOLOGY					
100-240-6412	TECHNOLOGY SERVICES PROF AND CONT SVCS	103,270.00 103,270.00	6,785.59 6,785.59	105,689.27 105,689.27	-2,419.27 -2,419.27	102.34 102.34
100-240-6512	OPERATING DEPARTMENTAL SUPPLIE OTHER EQUIPMENT SUPPLIES	500.00 0.00	19.92 0.00	42.95 212.73	457.05 -212.73	8.59 0.00
100-240-6590	MTCE AND OPERATIONS	500.00	19.92	255.68	244.32	51.14
100-240-6615	COMPUTER HARDWARE SOFTWARE	35,000.00	5,605.09	16,487.71	18,512.29	47.11
100-240-6622	OFFICE EQUIPMENT CAPITAL OUTLAY	0.00 35,000.00	0.00 5,605.09	3,464.32 19,952.03	-3,464.32 15,047.97	0.00 57.01
240	INFORMATION TECHNOLOGY	138,770.00	12,410.60	125,896.98	12,873.02	90.72
250	PUBLIC INFORMATION OFFICE					
100-250-6010	SALARIES & WAGES - FULL-TIME	60,000.00	4,615.38	53,087.12	6,912.88	88.48

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-250-6040	OVERTIME	0.00	0.00	941.23	-941.23	0.00
	SALARIES & WAGES	60,000.00	4,615.38	54,028.35	5,971.65	90.05
100-250-6120	MEDICARE	870.00	88.67	1,022.64	-152.64	117.54
100-250-6130	PERS-EMPLOYER	7,200.00	288.46	3,416.25	3,783.75	47.45
100-250-6150	INSURANCE - HEALTH	18,000.00	1,500.00	16,500.00	1,500.00	91.67
100-250-6155	INSURANCE - WORKERS COMP	630.00	0.00	507.26	122.74	80.52
100-250-6160	INSURANCE - STATE UNEMPLOYMENT	350.00	0.00	434.00	-84.00	124.00
	BENEFITS	27,050.00	1,877.13	21,880.15	5,169.85	80.89
100-250-6240	MEETINGS & CONFERENCES	2,115.00	0.00	575.00	1,540.00	27.19
100-250-6245	TRAVEL/LODGING	1,625.00	0.00	0.00	1,625.00	0.00
100-250-6250	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	4,240.00	0.00	575.00	3,665.00	13.56
100-250-6415	COMMUNITY PROMOTION	16,100.00	0.00	100.00	16,000.00	0.62
100-250-6416	PRINTING/PUBLISHING	5,000.00	0.00	1,283.04	3,716.96	25.66
100-250-6428	MEMBERSHIP/DUES	1,140.00	0.00	1,140.00	0.00	100.00
	PROF AND CONT SVCS	22,240.00	0.00	2,523.04	19,716.96	11.34
100-250-6512	OPERATING/DEPARTMENTAL SUPPLIE	0.00	135.00	169.20	-169.20	0.00
	MTCE AND OPERATIONS	0.00	135.00	169.20	-169.20	0.00
250	PUBLIC INFORMATION OFFICE	113,530.00	6,627.51	79,175.74	34,354.26	69.74
290	GENERAL GOVERNMENT					
100-290-6472	RENTS/LEASES-EQUIPMENT & VEHIC	7,900.00	713.00	8,062.67	-162.67	102.06
100-290-6499	CONTINGENCY	32,522.00	0.00	0.00	32,522.00	0.00
	PROF AND CONT SVCS	40,422.00	713.00	8,062.67	32,359.33	19.95
100-290-6340	OFFICE EQUIPMENT REPAIR	500.00	0.00	0.00	500.00	0.00
100-290-6510	OFFICE SUPPLIES	5,000.00	421.32	2,099.56	2,900.44	41.99
100-290-6512	OPERATING/DEPARTMENTAL SUPPLIE	5,000.00	814.86	4,326.18	673.82	86.52
100-290-6514	POSTAGE/SHIPPING	3,300.00	215.99	2,125.06	1,174.94	64.40
100-290-6590	OTHER EQUIPMENT/SUPPLIES	0.00	0.00	0.00	0.00	0.00
	MTCE AND OPERATIONS	13,800.00	1,452.17	8,550.80	5,249.20	61.96
100-290-6830	REVENUE NEUTRALITY PAYMENT	287,500.00	0.00	0.00	287,500.00	0.00
	DEBT SERVICE - PRINCIPAL	287,500.00	0.00	0.00	287,500.00	0.00
290	GENERAL GOVERNMENT	341,722.00	2,165.17	16,613.47	325,108.53	4.86
295	BUILDING & FACILITIES					
100-295-6460	JANITORIAL	2,600.00	210.00	2,310.00	290.00	88.85
100-295-6474	RENTS/LEASES-LAND & BUILDINGS	76,000.00	6,384.80	69,623.20	6,376.80	91.61
100-295-6490	OTHER PROFESSIONAL SERVICES	420.00	70.00	650.00	-230.00	154.76
	PROF AND CONT SVCS	79,020.00	6,664.80	72,583.20	6,436.80	91.85

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-295-6310	BUILDING MAINTENANCE & REPAIR	250.00	25.00	1,995.86	-1,745.86	798.34
100-295-6372	UTILITIES - ELECTRIC	5,400.00	426.65	4,440.24	959.76	82.23
100-295-6376	UTILITIES - TELEPHONE	10,500.00	768.32	7,555.90	2,944.10	71.96
	MTCE AND OPERATIONS	16,150.00	1,219.97	13,992.00	2,158.00	86.64
100-295-6622	OFFICE EQUIPMENT	1,200.00	0.00	0.00	1,200.00	0.00
	CAPITAL OUTLAY	1,200.00	0.00	0.00	1,200.00	0.00
295	BUILDING & FACILITIES	96,370.00	7,884.77	86,575.20	9,794.80	89.84
300	PLANNING					
100-300-6212	STIPENDS	4,800.00	0.00	1,800.00	3,000.00	37.50
100-300-6230	PROFESSIONAL DEVELOPMENT	2,000.00	0.00	0.00	2,000.00	0.00
100-300-6240	MEETINGS & CONFERENCES	2,625.00	0.00	0.00	2,625.00	0.00
100-300-6245	TRAVEL/LODGING	3,500.00	0.00	0.00	3,500.00	0.00
	STAFF DEVELOPMENT	12,925.00	0.00	1,800.00	11,125.00	13.93
100-300-6414	ADVERTISING	2,500.00	84.70	1,182.20	1,317.80	47.29
100-300-6420	LEGAL	0.00	0.00	0.00	0.00	0.00
100-300-6426	GENERAL PLAN SERVICES	26,000.00	0.00	72.50	25,927.50	0.28
100-300-6431	PLANNING	745,000.00	32,170.95	269,946.74	475,053.26	36.23
100-300-6433	PRIVATE DEVELOPMENT	390,000.00	32,049.61	361,378.83	28,621.17	92.66
100-300-6480	PAYMENTS TO OTHER AGENCIES	0.00	0.00	50.00	-50.00	0.00
	PROF AND CONT SVCS	1,163,500.00	64,305.26	632,630.27	530,869.73	54.37
100-300-6510	OFFICE SUPPLIES	500.00	0.00	102.61	397.39	20.52
100-300-6512	OPERATING DEPARTMENTAL SUPPLIE	500.00	0.00	473.94	26.06	94.79
100-300-6514	POSTAGE/SHIPPING	100.00	0.00	0.00	100.00	0.00
	MTCE AND OPERATIONS	1,100.00	0.00	576.55	523.45	52.41
300	PLANNING	1,177,525.00	64,305.26	635,006.82	542,518.18	53.93
310	BUILDING & SAFETY					
100-310-6432	BUILDING & SAFETY	200,000.00	33,117.50	260,805.00	-60,805.00	130.40
100-310-6433	PRIVATE DEVELOPMENT	1,000,000.00	99,601.25	870,416.25	129,583.75	87.04
	PROF AND CONT SVCS	1,200,000.00	132,718.75	1,131,221.25	68,778.75	94.27
100-310-6510	OFFICE SUPPLIES	650.00	0.00	544.70	105.30	83.80
100-310-6512	OPERATING DEPARTMENTAL SUPPLIE	1,000.00	0.00	1,098.21	-98.21	109.82
	MTCE AND OPERATIONS	1,650.00	0.00	1,642.91	7.09	99.57
310	BUILDING & SAFETY	1,201,650.00	132,718.75	1,132,864.16	68,785.84	94.28
330	CODE ENFORCEMENT					
100-330-6010	SALARIES & WAGES - FULL-TIME	120,000.00	8,602.32	98,926.68	21,073.32	82.44
100-330-6040	OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
	SALARIES & WAGES	121,000.00	8,602.32	98,926.68	22,073.32	81.76

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-330-6120	MEDICARE	1,740.00	156.74	1,718.64	21.36	98.77
100-330-6130	PERS-EMPLOYER	14,400.00	812.22	9,455.73	4,944.27	65.66
100-330-6150	INSURANCE - HEALTH	36,000.00	2,211.33	32,245.20	3,754.80	89.57
100-330-6155	INSURANCE - WORKERS COMP	1,260.00	0.00	2,399.76	-1,139.76	190.46
100-330-6160	INSURANCE - STATE UNEMPLOYMENT	700.00	0.00	930.37	-230.37	132.91
100-330-6170	UNIFORMS	500.00	0.00	593.14	-93.14	118.63
	BENEFITS	54,600.00	3,180.29	47,342.84	7,257.16	86.71
100-330-6230	PROFESSIONAL DEVELOPMENT	500.00	0.00	0.00	500.00	0.00
100-330-6260	EDUCATION REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
	STAFF DEVELOPMENT	1,000.00	0.00	0.00	1,000.00	0.00
100-330-6428	MEMBERSHIPDUES	150.00	0.00	150.00	0.00	100.00
100-330-6480	PAYMENTS TO OTHER AGENCIES	2,000.00	750.33	7,108.42	-5,108.42	355.42
	PROF AND CONT SVCS	2,150.00	750.33	7,258.42	-5,108.42	337.60
100-330-6330	VEHICLE OPERATIONS GAS	4,500.00	488.77	3,450.55	1,049.45	76.68
100-330-6332	VEHICLE REPAIR	2,000.00	0.00	2,180.39	-180.39	109.02
100-330-6376	UTILITIES - TELEPHONE	2,500.00	125.34	1,251.60	1,248.40	50.06
100-330-6510	OFFICE SUPPLIES	500.00	0.00	75.03	424.97	15.01
100-330-6512	OPERATING DEPARTMENTAL SUPPLIE	4,000.00	0.00	1,257.62	2,742.38	31.44
100-330-6590	OTHER EQUIPMENTSUPPLIES	2,500.00	0.00	68.13	2,431.87	2.73
	MTCE AND OPERATIONS	16,000.00	614.11	8,283.32	7,716.68	51.77
330	CODE ENFORCEMENT	194,750.00	13,147.05	161,811.26	32,938.74	83.09
400	LAW ENFORCEMENT	1,350.00	0.00	0.00	1,350.00	0.00
100-400-6170	UNIFORMS	1,350.00	0.00	0.00	1,350.00	0.00
	BENEFITS	1,350.00	0.00	0.00	1,350.00	0.00
100-400-6212	STIPENDS	2,400.00	0.00	600.00	1,800.00	25.00
100-400-6230	PROFESSIONAL DEVELOPMENT	1,690.00	0.00	0.00	1,690.00	0.00
100-400-6240	MEETINGS & CONFERENCES	2,800.00	0.00	0.00	2,800.00	0.00
	STAFF DEVELOPMENT	6,890.00	0.00	600.00	6,290.00	8.71
100-400-6416	PRINTING/PUBLISHING	9,480.00	0.00	2,069.13	7,410.87	21.83
100-400-6428	MEMBERSHIPDUES	120.00	0.00	99.00	21.00	82.50
100-400-6452	POLICE SERVICES	5,746,296.00	397,747.32	3,826,418.38	1,919,877.62	66.59
100-400-6453	YOUTH EXPLORER PROGRAM	1,430.00	0.00	2,280.00	-850.00	159.44
100-400-6454	BOOKING FEES	23,743.00	0.00	0.00	23,743.00	0.00
100-400-6455	CRIME PREVENTION	3,150.00	512.03	-1,076.04	4,226.04	-34.16
100-400-6456	CAL ID	50,180.00	0.00	52,822.00	-2,642.00	105.27
100-400-6457	BLOOD DRAWS	20,000.00	907.10	8,554.50	11,445.50	42.77
100-400-6458	COUNTY RMS SYSTEM	46,167.00	0.00	0.00	46,167.00	0.00
100-400-6459	FORENSIC	6,300.00	0.00	0.00	6,300.00	0.00
100-400-6462	SAFE NEIGHBORHOODGANG TASK FO	5,000.00	0.00	3,260.00	1,740.00	65.20
100-400-6463	CITIZEN'S PATROL	7,200.00	0.00	0.00	7,200.00	0.00
100-400-6465	EXTRA DUTY-POLICE	20,000.00	0.00	10,722.25	9,277.75	53.61

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
100-400-6467	FACILITY RATE	106,790.00	0.00	0.00	106,790.00	0.00
100-400-6468	CROSSING GUARDS	25,350.00	2,882.30	21,754.34	3,595.66	85.82
100-400-6480	PAYMENTS TO OTHER AGENCIES	55,000.00	4,290.24	35,061.61	19,938.39	63.75
100-400-6490	OTHER PROFESSIONAL SERVICES	20,000.00	1,185.00	1,185.00	18,815.00	5.93
	PROF AND CONT SVCS	6,146,206.00	407,523.99	3,963,150.17	2,183,055.83	64.48
100-400-6332	VEHICLE REPAIR	3,052.00	0.00	1,731.20	1,320.80	56.72
100-400-6342	FIELD EQUIPMENT REPAIR	1,350.00	0.00	0.00	1,350.00	0.00
100-400-6466	VEHICLE TOW RECOVERY	1,500.00	0.00	0.00	1,500.00	0.00
100-400-6510	OFFICE SUPPLIES	300.00	0.00	0.00	300.00	0.00
100-400-6512	OPERATING DEPARTMENTAL SUPPLIE	0.00	0.00	279.81	-279.81	0.00
100-400-6514	POSTAGESHIPPIING	5,500.00	0.00	0.00	5,500.00	0.00
100-400-6590	OTHER EQUIPMENTSUPPLIES	7,800.00	0.00	6,679.60	1,120.40	85.64
	MTCE AND OPERATIONS	19,502.00	0.00	8,690.61	10,811.39	44.56
100-400-6624	OTHER CAPITAL EQUIPMENT	1,220.00	0.00	0.00	1,220.00	0.00
	CAPITAL OUTLAY	1,220.00	0.00	0.00	1,220.00	0.00
400	LAW ENFORCEMENT	6,175,168.00	407,523.99	3,972,440.78	2,202,727.22	64.33
430	ANIMAL CONTROL					
100-430-6480	PAYMENTS TO OTHER AGENCIES	137,844.00	40,097.44	209,228.45	-71,384.45	151.79
100-430-6490	OTHER PROFESSIONAL SERVICES	90,000.00	0.00	0.00	90,000.00	0.00
	PROF AND CONT SVCS	227,844.00	40,097.44	209,228.45	18,615.55	91.83
430	ANIMAL CONTROL	227,844.00	40,097.44	209,228.45	18,615.55	91.83
440	CODE ENFORCEMENT					
100-440-6480	PAYMENTS TO OTHER AGENCIES	0.00	0.00	397.00	-397.00	0.00
	PROF AND CONT SVCS	0.00	0.00	397.00	-397.00	0.00
440	CODE ENFORCEMENT	0.00	0.00	397.00	-397.00	0.00
500	PUBLIC WORKS					
100-500-6416	PRINTING/PUBLISHING	0.00	0.00	43.60	-43.60	0.00
	PROF AND CONT SVCS	0.00	0.00	43.60	-43.60	0.00
100-500-6664	STORM DRAINAGE	110,000.00	2,107.50	90,601.76	19,398.24	82.37
	CAPITAL OUTLAY	110,000.00	2,107.50	90,601.76	19,398.24	82.37
500	PUBLIC WORKS	110,000.00	2,107.50	90,645.36	19,354.64	82.40
550	Section 2					
100-550-6514	POSTAGESHIPPIING	0.00	0.00	0.00	0.00	0.00
	MTCE AND OPERATIONS	0.00	0.00	0.00	0.00	0.00
550	Section 2	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% ExpendCollect
	Expense	11,115,719.00	841,614.76	7,690,221.59	3,425,497.41	69.18
100	GENERAL FUND	-508,000.00	443,761.02	3,466,631.64	-3,974,631.64	-682.41

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
110	STRUCTURAL FIRE FUND					
	Revenue					
110-000-4000	BASE PROPERTY TAX (S)	3,946,227.00	1,229,124.08	3,559,992.79	386,234.21	90.21
110-000-4010	BASE PROPERTY TAX (U)	0.00	0.00	182,022.75	-182,022.75	0.00
110-000-4030	OTHER PROPERTY TAX	0.00	0.00	79,706.44	-79,706.44	0.00
110-000-4040	HOMEOWNER-S EXEMPTION REIMB	0.00	20,295.81	49,289.82	-49,289.82	0.00
110-000-4070	PROPERTY TAX PYSUP	0.00	15,072.76	31,102.93	-31,102.93	0.00
110-000-4071	PROPERTY TAX 2345PYSUP	0.00	1,487.98	17,055.56	-17,055.56	0.00
	PROPERTY TAX	3,946,227.00	1,265,980.63	3,919,170.29	27,056.71	99.31
110-000-4240	FIRE PLAN CHECK	118,443.00	6,575.00	59,559.00	58,884.00	50.28
	LICENSES & PERMITS	118,443.00	6,575.00	59,559.00	58,884.00	50.28
110-000-4600	INTEREST INCOME	4,065.00	0.00	6,879.50	-2,814.50	169.24
	USE OF MONEY/PROPERTY	4,065.00	0.00	6,879.50	-2,814.50	169.24
	Revenue	4,068,735.00	1,272,555.63	3,985,608.79	83,126.21	97.96
420	Expense					
	FIRE & MEDICAL AID					
110-420-6450	FIRE SERVICES	2,698,346.00	0.00	1,225,224.20	1,473,121.80	45.41
110-420-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
110-420-6490	OTHER PROFESSIONAL SERVICES	450,000.00	0.00	0.00	450,000.00	0.00
	PROF AND CONT SVCS	3,148,346.00	0.00	1,225,224.20	1,923,121.80	38.92
110-420-6415	COMMUNITY PROMOTION	2,500.00	0.00	0.00	2,500.00	0.00
110-420-6512	OPERATING/DEPARTMENTAL SUPPLIE	0.00	0.00	4,122.23	-4,122.23	0.00
	MTCE AND OPERATIONS	2,500.00	0.00	4,122.23	-1,622.23	164.89
110-420-6620	FURNITURE/FIXTURES	100,000.00	0.00	0.00	100,000.00	0.00
110-420-6622	OFFICE EQUIPMENT	0.00	529.72	529.72	-529.72	0.00
110-420-6630	LAND	604,732.00	0.00	599,232.06	5,499.94	99.09
110-420-6650	BUILDINGS	3,500,000.00	0.00	0.00	3,500,000.00	0.00
	CAPITAL OUTLAY	4,204,732.00	529.72	599,761.78	3,604,970.22	14.26
420	FIRE & MEDICAL AID	7,355,578.00	529.72	1,829,108.21	5,526,469.79	24.87
800	DEBT SERVICE					
110-800-6830	REVENUE NEUTRALITY	287,500.00	0.00	0.00	287,500.00	0.00
	DEBT SERVICE - PRINCIPAL	287,500.00	0.00	0.00	287,500.00	0.00
800	DEBT SERVICE	287,500.00	0.00	0.00	287,500.00	0.00
	Expense	7,643,078.00	529.72	1,829,108.21	5,813,969.79	23.93
110	STRUCTURAL FIRE FUND	-3,574,343.00	1,272,025.91	2,156,500.58	-5,730,843.58	-60.33

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
200	GAS TAX FUND					
	Revenue					
200-000-4428	GAS TAX, 2103	1,076,047.00	87,379.38	800,261.59	275,785.41	74.37
200-000-4430	GAS TAX, 2105	355,148.00	28,024.72	257,163.68	97,984.32	72.41
200-000-4431	GAS TAX, 2106	240,235.00	20,577.56	188,096.49	52,138.51	78.30
200-000-4432	GAS TAX, 2107	528,758.00	50,064.83	420,344.30	108,413.70	79.50
200-000-4433	GAS TAX, 2107.5	7,500.00	0.00	0.00	7,500.00	0.00
200-000-4580	TUMF REIMBURSEMENT	0.00	0.00	473,171.00	-473,171.00	0.00
	INTER-GOVERNMENTAL - COUNTYOT	2,207,688.00	186,046.49	2,139,037.06	68,650.94	96.89
200-000-4600	INTEREST INCOME	5,000.00	0.00	5,245.42	-245.42	104.91
	USE OF MONEY/PROPERTY	5,000.00	0.00	5,245.42	-245.42	104.91
200-000-4750	CONTRIBUTIONS	50,000.00	0.00	0.00	50,000.00	0.00
	OTHER INCOME	50,000.00	0.00	0.00	50,000.00	0.00
	Revenue	2,262,688.00	186,046.49	2,144,282.48	118,405.52	94.77
320	Expense					
200-320-6660	ENGINEERING	0.00	0.00	0.00	0.00	0.00
	STREETS	0.00	0.00	0.00	0.00	0.00
	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
320	ENGINEERING	0.00	0.00	0.00	0.00	0.00
500	PUBLIC WORKS					
200-500-6490	OTHER PROFESSIONAL SERVICES	30,000.00	20,007.50	20,007.50	9,992.50	66.69
	PROF AND CONT SVCS	30,000.00	20,007.50	20,007.50	9,992.50	66.69
500	PUBLIC WORKS	30,000.00	20,007.50	20,007.50	9,992.50	66.69
510	STREETS					
200-510-6434	STREET MAINTENANCESWEEPING	190,000.00	9,567.84	164,757.49	25,242.51	86.71
200-510-6438	SIGNAL AND SIGN MAINTENANCE	190,000.00	13,935.03	119,123.03	70,876.97	62.70
200-510-6490	OTHER PROFESSIONAL SERVICES	370,000.00	7,579.50	212,047.50	157,952.50	57.31
	PROF AND CONT SVCS	750,000.00	31,082.37	495,928.02	254,071.98	66.12
200-510-6372	UTILITIES - ELECTRIC	0.00	0.00	12,336.34	-12,336.34	0.00
	MTCE AND OPERATIONS	0.00	0.00	12,336.34	-12,336.34	0.00
200-510-6660	STREETS	2,567,000.00	21,942.50	17,488.75	2,549,511.25	0.68
200-510-6662	BRIDGES	0.00	0.00	2,557.50	-2,557.50	0.00
	CAPITAL OUTLAY	2,567,000.00	21,942.50	20,046.25	2,546,953.75	0.78
510	STREETS	3,317,000.00	53,024.87	528,310.61	2,788,689.39	15.93
	Expense	3,347,000.00	73,032.37	548,318.11	2,798,681.89	16.38

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
200	GAS TAX FUND	-1,084,312.00	113,014.12	1,595,964.37	-2,680,276.37	-147.19

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
210	MEASURE A FUND					
	Revenue					
210-000-4500	MEASURE A FEES	882,000.00	89,780.31	750,772.17	131,227.83	85.12
	INTER-GOVERNMENTAL - COUNTYOT	882,000.00	89,780.31	750,772.17	131,227.83	85.12
210-000-4600	INTEREST INCOME	1,000.00	0.00	2,851.84	-1,851.84	285.18
	USE OF MONEYPROPERTY	1,000.00	0.00	2,851.84	-1,851.84	285.18
	Revenue	883,000.00	89,780.31	753,624.01	129,375.99	85.35
	Expense					
510	STREETS					
210-510-6490	OTHER PROFESSIONAL SERVICES	22,000.00	928.00	6,713.00	15,287.00	30.51
	PROF AND CONT SVCS	22,000.00	928.00	6,713.00	15,287.00	30.51
210-510-6660	STREETS	1,844,917.00	118.75	32,048.75	1,812,868.25	1.74
210-510-6695	OTHER CAPITAL OUTLAY	0.00	0.00	16,966.87	-16,966.87	0.00
	CAPITAL OUTLAY	1,844,917.00	118.75	49,015.62	1,795,901.38	2.66
510	STREETS	1,866,917.00	1,046.75	55,728.62	1,811,188.38	2.99
	Expense	1,866,917.00	1,046.75	55,728.62	1,811,188.38	2.99
210	MEASURE A FUND	-983,917.00	88,733.56	697,895.39	-1,681,812.39	-70.93

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
220	AQMD TRUST FUND					
	Revenue					
220-000-4505	SCAQMD FEES	64,000.00	0.00	35,035.95	28,964.05	54.74
	INTER-GOVERNMENTAL - STATE	64,000.00	0.00	35,035.95	28,964.05	54.74
220-000-4600	INTEREST INCOME	50.00	0.00	139.77	-89.77	279.54
	USE OF MONEY/PROPERTY	50.00	0.00	139.77	-89.77	279.54
	Revenue	64,050.00	0.00	35,175.72	28,874.28	54.92
	Expense					
100	CITY COUNCIL					
	MEMBERSHIPS/DUES	0.00	0.00	6,000.00	-6,000.00	0.00
220-100-6428	PROF AND CONT SVCS	0.00	0.00	6,000.00	-6,000.00	0.00
100	CITY COUNCIL	0.00	0.00	6,000.00	-6,000.00	0.00
250	PUBLIC INFORMATION OFFICE					
	COMMUNITY PROMOTION	0.00	200.00	443.60	-443.60	0.00
220-250-6415	MTCE AND OPERATIONS	0.00	200.00	443.60	-443.60	0.00
250	PUBLIC INFORMATION OFFICE	0.00	200.00	443.60	-443.60	0.00
330	CODE ENFORCEMENT					
	VEHICLE OPERATIONSGAS	500.00	0.00	37.48	462.52	7.50
220-330-6330	MTCE AND OPERATIONS	500.00	0.00	37.48	462.52	7.50
330	CODE ENFORCEMENT	500.00	0.00	37.48	462.52	7.50
420	FIRE & MEDICAL AID					
	VEHICLE OPERATIONSGAS	0.00	63.29	63.29	-63.29	0.00
220-420-6330	MTCE AND OPERATIONS	0.00	63.29	63.29	-63.29	0.00
420	FIRE & MEDICAL AID	0.00	63.29	63.29	-63.29	0.00
	Expense	500.00	263.29	6,544.37	-6,044.37	1,308.87
220	AQMD TRUST FUND	63,550.00	-263.29	28,631.35	34,918.65	45.05

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

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
240	MISCELLANEOUS GRANTS FUND					
	Revenue					
240-000-4570	GRANT REVENUE	230,250.00	0.00	100,820.14	129,429.86	43.79
	INTER-GOVERNMENTAL - COUNTYOT	230,250.00	0.00	100,820.14	129,429.86	43.79
240-000-4600	INTEREST INCOME	0.00	0.00	22.45	-22.45	0.00
	USE OF MONEYPROPERTY	0.00	0.00	22.45	-22.45	0.00
	Revenue	230,250.00	0.00	100,842.59	129,407.41	43.80
	Expense					
100	CITY COUNCIL					
240-100-6490	OTHER PROFESSIONAL SERVICES	0.00	3,489.84	18,903.58	-18,903.58	0.00
	PROF AND CONT SVCS	0.00	3,489.84	18,903.58	-18,903.58	0.00
100	CITY COUNCIL	0.00	3,489.84	18,903.58	-18,903.58	0.00
200	CITY MANAGER					
240-200-6590	OTHER PROFESSIONAL SERVICES	7,455.00	0.00	12,571.29	-5,116.29	168.63
	MTCE AND OPERATIONS	7,455.00	0.00	12,571.29	-5,116.29	168.63
200	CITY MANAGER	7,455.00	0.00	12,571.29	-5,116.29	168.63
500	Section 2					
240-500-6690	OTHER INFRASTRUCTURE	0.00	0.00	2,767.52	-2,767.52	0.00
	CAPITAL OUTLAY	0.00	0.00	2,767.52	-2,767.52	0.00
500	Section 2	0.00	0.00	2,767.52	-2,767.52	0.00
510	STREETS					
240-510-6660	STREETS	230,250.00	0.00	0.00	230,250.00	0.00
240-510-6690	OTHER INFRASTRUCTURE	0.00	0.00	95,367.60	-95,367.60	0.00
	CAPITAL OUTLAY	230,250.00	0.00	95,367.60	134,882.40	41.42
510	STREETS	230,250.00	0.00	95,367.60	134,882.40	41.42
	Expense	237,705.00	3,489.84	129,609.99	108,095.01	54.53
240	MISCELLANEOUS GRANTS FUND	-7,455.00	-3,489.84	-28,767.40	21,312.40	385.88

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
250	COMMUNITY DEV BLOCK GRANT					
	Revenue					
250-000-4550	CDBG GRANT	338,000.00	3,383.75	37,592.08	300,407.92	11.12
	INTER-GOVERNMENTAL - COUNTYOT	338,000.00	3,383.75	37,592.08	300,407.92	11.12
250-000-4600	INTEREST INCOME USE OF MONEYPROPERTY	1,014.00	0.00	0.00	1,014.00	0.00
	Revenue	339,014.00	3,383.75	37,592.08	301,421.92	11.09
	Expense					
100	CITY COUNCIL					
	SCHOLARSHIPS	25,320.00	5,390.00	13,425.00	11,895.00	53.02
250-100-6429	PROF AND CONT SVCS	25,320.00	5,390.00	13,425.00	11,895.00	53.02
100	CITY COUNCIL	25,320.00	5,390.00	13,425.00	11,895.00	53.02
510	STREETS					
	STREETS	312,680.00	0.00	0.00	312,680.00	0.00
250-510-6660	OTHER INFRASTRUCTURE	0.00	237.50	42,344.17	-42,344.17	0.00
250-510-6690	CAPITAL OUTLAY	312,680.00	237.50	42,344.17	270,335.83	13.54
510	STREETS	312,680.00	237.50	42,344.17	270,335.83	13.54
	Expense	338,000.00	5,627.50	55,769.17	282,230.83	16.50
250	COMMUNITY DEV BLOCK GRANT	1,014.00	-2,243.75	-18,177.09	19,191.09	-1,792.61

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
260	SUPPLEMENTAL LAW ENFORCEMENT					
260-000-4450	Revenue	100,000.00	8,333.33	66,666.64	33,333.36	66.67
	INTER-GOVERNMENTAL - STATE	100,000.00	8,333.33	66,666.64	33,333.36	66.67
	Revenue	100,000.00	8,333.33	66,666.64	33,333.36	66.67
	Expense					
400	LAW ENFORCEMENT					
260-400-6452	POLICE SERVICES	100,000.00	0.00	100,000.00	0.00	100.00
	PROF AND CONT SVCS	100,000.00	0.00	100,000.00	0.00	100.00
400	LAW ENFORCEMENT	100,000.00	0.00	100,000.00	0.00	100.00
	Expense	100,000.00	0.00	100,000.00	0.00	100.00
260	SUPPLEMENTAL LAW ENFORCEMENT	0.00	8,333.33	-33,333.36	33,333.36	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
300	LANDSCAPE MTCE DIST-ZONE 10					
	Revenue					
300-000-4075	ASSESSMENTS	1,757.00	865.74	1,622.20	134.80	92.33
	PROPERTY TAX	1,757.00	865.74	1,622.20	134.80	92.33
	INTEREST INCOME	0.00	0.00	1.84	-1.84	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	1.84	-1.84	0.00
	Revenue	1,757.00	865.74	1,624.04	132.96	92.43
	Expense					
600	LANDSCAPE MAINTENANCE					
300-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
300-600-6490	OTHER PROFESSIONAL SERVICES	150.00	0.00	113.38	36.62	75.59
	PROF AND CONT SVCS	150.00	0.00	113.38	36.62	75.59
	UTILITIES - ELECTRIC	1,608.00	112.62	1,232.73	375.27	76.66
300-600-6372	MTCE AND OPERATIONS	1,608.00	112.62	1,232.73	375.27	76.66
	LANDSCAPE MAINTENANCE	1,758.00	112.62	1,346.11	411.89	76.57
600	Expense	1,758.00	112.62	1,346.11	411.89	76.57
300	LANDSCAPE MTCE DIST-ZONE 10	-1.00	753.12	277.93	-278.93	-27,793.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
310	LANDSCAPE MTCE DIST-ZONE 33					
	Revenue					
310-000-4075	ASSESSMENTS	1,011.00	565.33	1,025.46	-14.46	101.43
	PROPERTY TAX	1,011.00	565.33	1,025.46	-14.46	101.43
310-000-4600	INTEREST INCOME	0.00	0.00	1.10	-1.10	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	1.10	-1.10	0.00
	Revenue	1,011.00	565.33	1,026.56	-15.56	101.54
600	Expense					
	LANDSCAPE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
310-600-6485	PROP TAX ADMIN CHARGES	54.00	0.00	40.80	13.20	75.56
310-600-6490	OTHER PROFESSIONAL SERVICES	54.00	0.00	40.80	13.20	75.56
	PROF AND CONT SVCS					
310-600-6372	UTILITIES - ELECTRIC	957.00	64.32	506.71	450.29	52.95
	MTCE AND OPERATIONS	957.00	64.32	506.71	450.29	52.95
600	LANDSCAPE MAINTENANCE	1,011.00	64.32	547.51	463.49	54.16
	Expense	1,011.00	64.32	547.51	463.49	54.16
310	LANDSCAPE MTCE DIST-ZONE 33	0.00	501.01	479.05	-479.05	0.00

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
320	LANDSCAPE MTCE DIST-ZONE 41					
	Revenue					
320-000-4075	ASSESSMENTS	165,118.00	77,683.20	159,664.71	5,453.29	96.70
	PROPERTY TAX	165,118.00	77,683.20	159,664.71	5,453.29	96.70
320-000-4600	INTEREST INCOME	0.00	0.00	905.99	-905.99	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	905.99	-905.99	0.00
	Revenue	165,118.00	77,683.20	160,570.70	4,547.30	97.25
	Expense					
600	LANDSCAPE MAINTENANCE					
320-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
320-600-6490	OTHER PROFESSIONAL SERVICES	11,200.00	0.00	8,464.22	2,735.78	75.57
	PROF AND CONT SVCS	11,200.00	0.00	8,464.22	2,735.78	75.57
320-600-6436	LANDSCAPE MAINTREPAIR	153,918.00	0.00	38,141.47	115,776.53	24.78
	MTCE AND OPERATIONS	153,918.00	0.00	38,141.47	115,776.53	24.78
600	LANDSCAPE MAINTENANCE	165,118.00	0.00	46,605.69	118,512.31	28.23
	Expense	165,118.00	0.00	46,605.69	118,512.31	28.23
320	LANDSCAPE MTCE DIST-ZONE 41	0.00	77,683.20	113,965.01	-113,965.01	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
330	LANDSCAPE MTCE DIST-ZONE 79					
	Revenue					
330-000-4075	ASSESSMENTS	2,441.00	1,122.19	2,087.81	353.19	85.53
	PROPERTY TAX	2,441.00	1,122.19	2,087.81	353.19	85.53
330-000-4600	INTEREST INCOME	0.00	0.00	14.32	-14.32	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	14.32	-14.32	0.00
	Revenue	2,441.00	1,122.19	2,102.13	338.87	86.12
	Expense					
600	LANDSCAPE MAINTENANCE					
330-600-6436	LANDSCAPE MAINTREPAIR	1,333.00	0.00	402.61	930.39	30.20
330-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
330-600-6490	OTHER PROFESSIONAL SERVICES	1,109.00	0.00	838.11	270.89	75.57
	PROF AND CONT SVCS	2,442.00	0.00	1,240.72	1,201.28	50.81
600	LANDSCAPE MAINTENANCE	2,442.00	0.00	1,240.72	1,201.28	50.81
	Expense	2,442.00	0.00	1,240.72	1,201.28	50.81
330	LANDSCAPE MTCE DIST-ZONE 79	-1.00	1,122.19	861.41	-862.41	-86,141.00

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
340	LANDSCAPE MTCE DIST-ZONE 85					
	Revenue					
340-000-4075	ASSESSMENTS	2,870.00	1,413.65	2,723.12	146.88	94.88
	PROPERTY TAX	2,870.00	1,413.65	2,723.12	146.88	94.88
	INTEREST INCOME	0.00	0.00	14.38	-14.38	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	14.38	-14.38	0.00
	Revenue	2,870.00	1,413.65	2,737.50	132.50	95.38
	Expense					
600	LANDSCAPE MAINTENANCE					
340-600-6436	LANDSCAPE MAINTREPAIR	2,752.00	0.00	571.88	2,180.12	20.78
340-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
340-600-6490	OTHER PROFESSIONAL SERVICES	118.00	0.00	89.17	28.83	75.57
	PROF AND CONT SVCS	2,870.00	0.00	661.05	2,208.95	23.03
	LANDSCAPE MAINTENANCE	2,870.00	0.00	661.05	2,208.95	23.03
	Expense	2,870.00	0.00	661.05	2,208.95	23.03
340	LANDSCAPE MTCE DIST-ZONE 85	0.00	1,413.65	2,076.45	-2,076.45	0.00

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Current Month</u>	<u>YTD</u>	<u>Variance</u>	<u>% Expend/Collect</u>
350	LANDSCAPE MTCE DIST-ZONE 111					
	Revenue					
350-000-4075	ASSESSMENTS	20,522.00	9,937.12	19,878.25	643.75	96.86
	PROPERTY TAX	20,522.00	9,937.12	19,878.25	643.75	96.86
350-000-4600	INTEREST INCOME	0.00	0.00	111.89	-111.89	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	111.89	-111.89	0.00
	Revenue	20,522.00	9,937.12	19,990.14	531.86	97.41
600	Expense					
	LANDSCAPE MAINTENANCE					
350-600-6436	LANDSCAPE MAINTREPAIR	19,298.00	0.00	4,115.23	15,182.77	21.32
350-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
350-600-6490	OTHER PROFESSIONAL SERVICES	1,224.00	0.00	925.01	298.99	75.57
	PROF AND CONT SVCS	20,522.00	0.00	5,040.24	15,481.76	24.56
600	LANDSCAPE MAINTENANCE	20,522.00	0.00	5,040.24	15,481.76	24.56
	Expense	20,522.00	0.00	5,040.24	15,481.76	24.56
350	LANDSCAPE MTCE DIST-ZONE 111	0.00	9,937.12	14,949.90	-14,949.90	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
360	LANDSCAPE MTCE DIST-ZONE 115					
	Revenue					
360-000-4075	ASSESSMENTS	2,677.00	1,318.78	2,532.87	144.13	94.62
	PROPERTY TAX	2,677.00	1,318.78	2,532.87	144.13	94.62
360-000-4600	INTEREST INCOME	0.00	0.00	3.66	-3.66	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	3.66	-3.66	0.00
	Revenue	2,677.00	1,318.78	2,536.53	140.47	94.75
	Expense					
600	LANDSCAPE MAINTENANCE					
360-600-6436	LANDSCAPE MAINTREPAIR	1,853.00	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
360-600-6490	OTHER PROFESSIONAL SERVICES	824.00	0.00	622.73	201.27	75.57
	PROF AND CONT SVCS	2,677.00	0.00	622.73	2,054.27	23.26
600	LANDSCAPE MAINTENANCE	2,677.00	0.00	622.73	2,054.27	23.26
	Expense	2,677.00	0.00	622.73	2,054.27	23.26
360	LANDSCAPE MTCE DIST-ZONE 115	0.00	1,318.78	1,913.80	-1,913.80	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
370	LANDSCAPE MTCE DIST-ZONE 116					
	Revenue					
370-000-4075	ASSESSMENTS	6,565.00	3,131.52	6,066.28	498.72	92.40
	PROPERTY TAX	6,565.00	3,131.52	6,066.28	498.72	92.40
370-000-4600	INTEREST INCOME	0.00	0.00	40.98	-40.98	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	40.98	-40.98	0.00
	Revenue	6,565.00	3,131.52	6,107.26	457.74	93.03
	Expense					
600	LANDSCAPE MAINTENANCE					
370-600-6436	LANDSCAPE MTC/REPAIR	5,354.00	0.00	870.43	4,483.57	16.26
370-600-6485	PROP TAX ADMIN CHARGES	0.00	0.00	0.00	0.00	0.00
370-600-6490	OTHER PROFESSIONAL SERVICES	1,211.00	0.00	915.20	295.80	75.57
	PROF AND CONT SVCS	6,565.00	0.00	1,785.63	4,779.37	27.20
600	LANDSCAPE MAINTENANCE	6,565.00	0.00	1,785.63	4,779.37	27.20
	Expense	6,565.00	0.00	1,785.63	4,779.37	27.20
370	LANDSCAPE MTCE DIST-ZONE 116	0.00	3,131.52	4,321.63	-4,321.63	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
380	LANDSCAPE MTCE DIST-ZONE 147					
	Revenue					
380-000-4075	ASSESSMENTS	1,254.00	604.54	1,052.73	201.27	83.95
	PROPERTY TAX	1,254.00	604.54	1,052.73	201.27	83.95
380-000-4600	INTEREST INCOME	0.00	0.00	4.18	-4.18	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	4.18	-4.18	0.00
	Revenue	1,254.00	604.54	1,056.91	197.09	84.28
	Expense					
600	LANDSCAPE MAINTENANCE					
380-600-6436	LANDSCAPE MTCEREPAIR	1,132.00	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
380-600-6490	OTHER PROFESSIONAL SERVICES	122.00	0.00	92.20	29.80	75.57
	PROF AND CONT SVCS	1,254.00	0.00	92.20	1,161.80	7.35
600	LANDSCAPE MAINTENANCE	1,254.00	0.00	92.20	1,161.80	7.35
	Expense	1,254.00	0.00	92.20	1,161.80	7.35
380	LANDSCAPE MTCE DIST-ZONE 147	0.00	604.54	964.71	-964.71	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
390	LANDSCAPE MTCE DIST-ZONE 151					
	Revenue					
390-000-4075	ASSESSMENTS	4,587.00	1,069.61	6,448.73	-1,861.73	140.59
	PROPERTY TAX	4,587.00	1,069.61	6,448.73	-1,861.73	140.59
390-000-4600	INTEREST INCOME	0.00	0.00	13.66	-13.66	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	13.66	-13.66	0.00
	Revenue	4,587.00	1,069.61	6,462.39	-1,875.39	140.88
	Expense					
600	LANDSCAPE MAINTENANCE					
390-600-6436	LANDSCAPE MAINTREPAIR	4,466.00	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
390-600-6490	OTHER PROFESSIONAL SERVICES	121.00	0.00	113.86	7.14	94.10
	PROF AND CONT SVCS	4,587.00	0.00	113.86	4,473.14	2.48
600	LANDSCAPE MAINTENANCE	4,587.00	0.00	113.86	4,473.14	2.48
	Expense	4,587.00	0.00	113.86	4,473.14	2.48
390	LANDSCAPE MTCE DIST-ZONE 151	0.00	1,069.61	6,348.53	-6,348.53	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
400	LANDSCAPE MTCE DIST-ZONE 156					
	Revenue					
400-000-4075	ASSESSMENTS	3,468.00	1,708.16	3,308.06	159.94	95.39
	PROPERTY TAX	3,468.00	1,708.16	3,308.06	159.94	95.39
400-000-4600	INTEREST INCOME	0.00	0.00	10.87	-10.87	0.00
	USE OF MONEY/PROPERTY	0.00	0.00	10.87	-10.87	0.00
	Revenue	3,468.00	1,708.16	3,318.93	149.07	95.70
	Expense					
600	LANDSCAPE MAINTENANCE					
400-600-6436	LANDSCAPE MAINTREPAIR	3,350.00	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
400-600-6490	OTHER PROFESSIONAL SERVICES	118.00	0.00	66.75	51.25	56.57
	PROF AND CONT SVCS	3,468.00	0.00	66.75	3,401.25	1.92
	Expense	3,468.00	0.00	66.75	3,401.25	1.92
400	LANDSCAPE MTCE DIST-ZONE 156					
	Expense	3,468.00	0.00	66.75	3,401.25	1.92
	Revenue	0.00	1,708.16	3,252.18	-3,252.18	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
600	CAPITAL PROJECTS FUND					
	Revenue					
600-000-4475	FED SURF TRAN PROG GRANT	199,000.00	0.00	0.00	199,000.00	0.00
	INTER-GOVERNMENTAL -	199,000.00	0.00	0.00	199,000.00	0.00
	COUNTYTOT					
600-000-4600	INTEREST INCOME	0.00	0.00	17.99	-17.99	0.00
	USE OF MONEYPROPERTY	0.00	0.00	17.99	-17.99	0.00
600-000-4750	CONTRIBUTIONS	0.00	0.00	153,330.00	-153,330.00	0.00
	OTHER INCOME	0.00	0.00	153,330.00	-153,330.00	0.00
	Revenue	199,000.00	0.00	153,347.99	45,652.01	77.06
	Expense					
500	Section 2					
600-500-6690	OTHER INFRASTRUCTURE	0.00	0.00	10,955.00	-10,955.00	0.00
	CAPITAL OUTLAY	0.00	0.00	10,955.00	-10,955.00	0.00
500	Section 2	0.00	0.00	10,955.00	-10,955.00	0.00
510	Section 2					
600-510-6660	STREETS	199,000.00	0.00	-10,920.91	209,920.91	-5.49
	CAPITAL OUTLAY	199,000.00	0.00	-10,920.91	209,920.91	-5.49
510	Section 2	199,000.00	0.00	-10,920.91	209,920.91	-5.49
	Expense	199,000.00	0.00	34.09	198,965.91	0.02
600	CAPITAL PROJECTS FUND	0.00	0.00	153,313.90	-153,313.90	0.00

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
620	DEVELOPMENT IMPACT FEE FUND					
	Revenue					
620-000-4235	DEVELOPMENT IMPACT FEE	1,012,700.00	69,908.00	901,662.53	111,037.47	89.04
	LICENSES & PERMITS	1,012,700.00	69,908.00	901,662.53	111,037.47	89.04
620-000-4600	INTEREST INCOME	2,000.00	0.00	3,133.14	-1,133.14	156.66
	USE OF MONEYPROPERTY	2,000.00	0.00	3,133.14	-1,133.14	156.66
	Revenue	1,014,700.00	69,908.00	904,795.67	109,904.33	89.17
620	DEVELOPMENT IMPACT FEE FUND	1,014,700.00	69,908.00	904,795.67	109,904.33	89.17

Account Number	Description	Budget	Current Month	YTD	Variance	% Expend/Collect
Revenue Total		19,981,426.00	3,014,803.13	19,549,064.81	432,361.19	0.98
Expense Total		25,060,191.00	925,781.17	10,476,199.16	14,583,991.84	0.42
Grand Total		-5,078,765.00	2,089,021.96	9,072,865.65	-14,151,630.65	-1.79



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

6. PUBLIC HEARINGS



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS AND PLACEMENT OF SUCH ACCOUNTS ON PROPERTY TAX ROLLS FOR COLLECTION

RECOMMENDATIONS:

- 1) CONDUCT A PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS**
 - 2) ADOPT RESOLUTION NO. 14-38, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AFFIRMING SPECIAL ASSESSMENTS AND LIENS AGAINST PARCELS OF LAND FOR UNPAID AND DELINQUENT CHARGES FOR TRASH COLLECTION SERVICES TO BE PLACED ON THE PROPERTY TAX ROLLS.**
-

BACKGROUND:

In August 2012, in compliance with the franchise agreement with Waste Management of the Inland Empire (a division of USA Waste of CA), the City of Eastvale began placing Eastvale's delinquent residential solid waste bills on the Riverside County property tax roll for collection. In October 2013, the franchise agreement with Waste Management of the Inland Empire was modified. The changes revised how delinquent accounts were to be collected. Under the new agreement, Waste Management bills residential customers quarterly for solid waste services, and payments are made directly to Waste Management in advance for the following quarter of service. When a customer fails to make their payment and the bill becomes more than sixty (60) days past due, Waste Management notifies the customer of its intention to suspend service if the account is not paid. Additionally, Waste Management is permitted to charge late fees in the amount of interest not to exceed 1.5% per month with a minimum fee of three dollars per invoice. The delinquent accounts are no longer placed on the property tax roll by the City as they have been in the past; however, accounts that became delinquent between January 1, 2013 and the effective date of the modified agreement, if still uncollected, may be placed on the Riverside County property tax roll for collection.



City of Eastvale

City Council Meeting Agenda

Staff Report

DISCUSSION:

As part of the lien notification process, a “Notice of Public Hearing” was published on June 8, 2014 and June 15, 2014 in the Press Enterprise in accordance with Section 6066 of the Government Code. In addition, Waste Management has mailed a “Notice of Delinquent Account” to the affected property owners and account holders, informing them of the intent to place all delinquent charges on the property tax roll.

Waste Management of the Inland Empire has submitted a list of approximately 980 delinquent accounts with a value of \$245,593. This delinquent list is to be placed on the FY 2014/2015 tax roll if approved by Council. An official copy of the list is available in the City Clerk’s office for public viewing.

FISCAL IMPACT:

The City receives an 8.5% franchise fee for revenues generated from the collection of delinquent accounts at the time of collection.

ATTACHMENTS:

1. Resolution 14-38

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

RESOLUTION NO. 14-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, AFFIRMING SPECIAL ASSESSMENTS AND LIENS AGAINST
PARCELS OF LAND FOR UNPAID AND DELINQUENT CHARGES FOR
TRASH COLLECTION SERVICES TO BE PLACED
ON THE PROPERTY TAX ROLLS**

WHEREAS, on June 25, 2014, the City Council approved special assessments and liens against parcels of land for unpaid and delinquent charges for trash collection services; and

WHEREAS, a written report of residential refuse charges for 2012 that remained unpaid as of as of June 5, 2014 has been prepared and submitted to the Finance Department; and

WHEREAS, the waste haulers mailed out notices to all affected property owners of record providing each property owner four weeks to comply with any unpaid balance covering the previous year; and

WHEREAS, on June 8, 2014 and June 15, 2014 the City published a Notice of Intent to hold a Public Hearing to be conducted on June 25, 2014, during which time the City Council heard and considered all objections and protests offered at that time and made any revisions as deemed necessary; and

WHEREAS, the total delinquent charges for all waste haulers total 980 parcels in the amount of \$245,593; and

WHEREAS, the delinquent charges set forth in the report are a lien against the property and are levied without regard to property valuation. All laws applicable to the levy, collection and enforcement of ad valorem property taxes shall be applicable to such charges.

WHEREAS, the delinquent charges reported in this Resolution are adopted and are ordered to be collected with the annual property tax roll, pursuant to former Ordinance No. 745.2 of the Riverside County Code of Ordinances which was previously adopted by the City Council of the City of Eastvale but effective at the time of these delinquent residential refuse charges remained unpaid.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

A. That the report of delinquent residential refuse charges for period January 1, 2013 through October 16, 2013 is on file with the City's Finance and Administrative Services department and incorporated herein by reference, is affirmed.

B. That a certified copy of this Resolution and an electronic version of the report is to be filed with the Riverside County Tax Collector and/or Auditor Controller. The Riverside

County Tax Collector and/or Auditor Controller is designated and empowered to perform duties necessary to collect these delinquent charges in connection with property taxes.

PASSED, APPROVED AND ADOPTED this 25th day of June 2014.

Ike Bootsma
Mayor

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh
City Attorney

Carol Jacobs
City Clerk

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

I, Carol Jacobs, CITY CLERK OF THE CITY OF EASTVALE, CALIFORNIA, DO
HEREBY CERTIFY that the foregoing Resolution Number 14-38 was duly and regularly
adopted by the City Council of the City of Eastvale at a regular meeting thereof held the
25th day of June, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Carol Jacobs



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC NORRIS, PLANNING DIRECTOR

SUBJECT: ADOPTION OF THE EASTVALE DESIGN STANDARDS AND GUIDELINES

RECOMMENDATION: THE PLANNING COMMISSION RECOMMENDS THAT THE CITY COUNCIL ADOPT THE EASTVALE DESIGN STANDARDS AND GUIDELINES

BACKGROUND:

On May 21, 2014, the Eastvale Planning Commission reviewed the proposed Eastvale Design Standards and Guidelines and voted unanimously (5-0) to recommend adoption of the updated guidelines with recommended changes to City Council. The recommended Design Standards and Guidelines, incorporating the Planning Commission's recommendations, is included as Attachment 3 to this staff report.

DISCUSSION:

A summary of the background and improvements in the proposed Eastvale Design Standards and Guidelines was provided in the Planning Commission Staff Report dated May 21, 2014, which is included as Attachment 2. Changes to the updated guidelines as recommended by the Planning Commission are summarized below:

- The Commission asked that the Standards and Guidelines be revised to clarify the standards for walls and fences regarding the allowance of wood and vinyl materials for use as side yard fencing. In response, the document has been revised as follows:
 - Modified Chapter 3 Section A (Walls and Fences) and Chapter 4 Section D (Residential Walls and Fence) to clarify:
 - Wood fences are not allow, regardless of it visibility to the public
 - Vinyl fencing is not allowed in areas that are visible to the public, except it could be used as a side yard gate in residential developments
 - Vinyl fencing may be used when the area is not visible to the public (i.e. along side yard property boundary between two interior lots)

- The Commission wanted to emphasize that the design of landscaped areas along roadways and on corner side yards should be attractive and low maintenance. In response, the document has been revised as follows:
 - Added a general design standard in Chapter 3 Section B (Major Roadway Landscape) stating: “Landscaping shall be designed with attractive plants that allow for efficient use of water and other resources” (GDS-11)
 - Modified RDS-17 in Chapter 4 Section B.4 (Yard and Street Landscaping) to require landscape area in residential street and corner side yard area to be “designed with attractive plants that allows for efficient use of water and other resources”
- The Commission wanted to help make the City’s sidewalks and paths more “senior friendly” by providing shaded seating area along the public right-of-way. In response, the following guideline was added:
 - Added a general design guideline in Chapter 3 Section B (Major Roadway Landscape) stating: “Shaded seating areas are encouraged to be provided along the right-of-way where appropriate” (GDG-6).
- To reduce the visual impact of three-car garages, the Commission asked for a standard that requires that the third garage door be offset by a minimum of 2 feet when all three garage doors face the same street. This was addressed as follows:
 - Modified RDS-22 to require a minimum of 2 feet offset for the third garage
- The Commission wanted to clarify that the City does not limit garage doors to the “roll-up” style only. In response, the following change was made:
 - Modified RDS-24 by replacing the language “roll-up (i.e. on tracks) garage doors (either sectional wood or steel)” with “automatic garage doors”
- The Commission asked for a guideline supporting the idea that upgraded window treatments to be provided on all sides of a home. The following change was made:
 - Added a language to RDG-19 stating: “Well-defined window treatments are encouraged to be provided on all four building elevations”
- The Commission asked to clarify that standard NRDS-18, which requires that parking area landscaping help screen the view of parked cars, includes business park developments. In response, the following change was made:
 - Modified NRDS-18 to include business park
- The Commission wished to require that large commercial developments provide rear access to buildings for large trucks, so that truck access do not interferer with automobile circulation. In response, the following was added:

- Added a language to NRDS-23 to include: “Large truck access shall be provided to the rear of the buildings so that it does not interfere with on-site automobile and pedestrian circulation”
- The Commission asked for changes to clarify the intent of NRDG-1, which discusses how some features of non-residential development should relate to the sidewalk, paths, and bicycle routes. In response, the following change was made:
 - Modified NRDG-1 to state: “Building frontage and outdoor amenities such as outdoor dining and meeting areas should be located along sidewalks, pedestrian areas, and bicycle routes to encourage pedestrian activity”
- The Commission wished to encourage the use of pervious paving materials in lieu of impervious pavement in nonresidential parking areas. The following was added to the document:
 - Added a nonresidential design guidelines in Chapter 5 Section C (Nonresidential Parking) stating: “Pervious paving materials are encouraged to be used in lieu of impervious pavement when appropriate and in compliance with State and local stormwater programs” (NRDG-11)

ENVIRONMENTAL

This project has no requirement for CEQA compliance as the plan does not qualify as a project pursuant to Section 15061(b)(3) of the CEQA Guidelines. This section states that an activity is not subject to CEQA if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The updated design guidelines will not result in any physical change to the environment until a development project is proposed, and which time the development project will be review for compliance with CEQA.

RECOMMENDATION:

The Planning Commission recommended that the City Council adopted the proposed Eastvale Design Standards and Guidelines with the changes recommended by the Commission. Staff has prepared a resolution for the Council to adopt the updated guidelines.

FISCAL IMPACT:

Other than staff time to prepare and process this proposed update, no further City fiscal resources will be required.

ATTACHMENTS:

1. Resolution No. 14-39
2. Notice of Exemption
3. Planning Commission Staff Report dated May 21, 2014
4. Eastvale Design Standards and Guidelines

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

RESOLUTION NO. 14-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA
ADOPTING THE CITY OF EASTVALE DESIGN STANDARDS AND GUIDELINES.

WHEREAS, upon incorporation, the Eastvale City Council adopted the County of Riverside General Plan, Zoning Code, and the Countywide Design Standards and Guidelines for residential development.

WHEREAS, in June 2012, the Eastvale City Council adopted the first Eastvale General Plan, which includes a Design Chapter that sets forth goals, policies, and design concepts aimed to ensure quality in the design of public and private development to create a desirable community; and

WHEREAS, the Design Chapter of the General Plan and the City-adopted Residential Design Guidelines have been used in combination to guide development in Eastvale; and

WHEREAS, Action DE-2.1 of the General Plan aims to “provide additional guidelines to developers by adopting a comprehensive Design Guidelines to establish the design standards and criteria for public and private development projects”; and

WHEREAS, in October 2013, the City started worked on the preparation of the City’s first comprehensive set of design standards and guidelines that are based on current standards, guidelines, and policies from the City-adopted Residential Design Guidelines and the General Plan – the Eastvale Design Standards and Guidelines – to ensure that new developments are consistent with the high standards that have been established in Eastvale; and

WHEREAS, on May 21, 2014, the Eastvale Planning Commission reviewed a draft proposed Eastvale Design Standards and Guidelines and made a recommendation to the City Council for adoption of the proposed Eastvale Design Standards and Guidelines with some minor changes; and

WHEREAS, the City has determined that the proposed Entryway Design Standards and Guidelines do not qualify as a project pursuant to CEQA Guidelines Section 15061(b)(3); and

WHEREAS, upon receiving the Planning Commission’s recommendation, the City Council held a lawfully public meeting on June 25, 2014, to consider adoption of the City of Eastvale Design Standards and Guidelines; and

WHEREAS, the City Council finds that adoption the Eastvale Design Standards and Guidelines is consistent with the City’s General Plan.

NOW, THEREFORE, the City Council of the City of Eastvale does hereby resolve, determine, and order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS

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

Finding: This project has no requirement for CEQA compliance as the plan does not qualify as a project pursuant to Section 15061(b)(3) of the CEQA Guidelines. This section states that an activity is not subject to CEQA if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment."

Evidence: The Eastvale Design Standards and Guidelines will not result in any physical change to the environment until a development project is proposed, and which time the development project will be review for compliance with CEQA.

SECTION 2. GENERAL PLAN CONSISTENCY

The City Council makes the following finding pertaining to the proposed City of Eastvale Design Standards and Guidelines:

Finding: The proposed Eastvale Design Standards and Guidelines will cause no internal inconsistencies in the General Plan.

Evidence: The proposed Eastvale Design Standards and Guidelines do not make changes to the existing land designations of the General Plan. The Eastvale Design Standards and Guidelines contain a comprehensive set of design standards and guidelines for residential and nonresidential developments that are based on current standards, guidelines, and policies. The Eastvale Design Standards and Guidelines are provided as a framework for planning and designing new construction and improvements to existing structures, including remodeling and additions, to implement the goals and policies of the Eastvale General Plan. The standards and guidelines illustrate the minimum quality of site planning and architectural design to create a desirable community and to ensure compatibility with the overall character of Eastvale. Therefore, the Eastvale Design Standards and Guidelines document is consistent with the General Plan.

SECTION 3. Based upon the findings outlined in Sections 1 and 2 above, the City Council of the City of Eastvale hereby takes the following actions:

- A. Adopt the Notice of Exemption for the Eastvale Design Standards and Guidelines.
- B. Adopt the City of Eastvale Design Standards and Guidelines.
- C. Direct the Planning Director to file a Notice of Exemption with the County of Riverside Clerk within five days of the adoption.

D. The City of Eastvale Design Standards and Guidelines, and all documents incorporated therein and forming the record of decision therefore, shall be filed with the Eastvale Planning Department at Eastvale City Hall, and shall be made available for public review upon request.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2014.

Ike Bootsma, Mayor

Attest:

Carol Jacobs, City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

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

I, Carol Jacobs, CITY CLERK OF THE CITY OF EASTVALE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number 14-39 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting thereof held the 25th day of June, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Carol Jacobs

CITY OF EASTVALE, CA

NOTICE OF EXEMPTION

TO BE SENT TO:

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

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

PROJECT CASE NO: Eastvale Design Standards and Guidelines
PROJECT APPLICANT/SPONSOR: City of Eastvale – Planning Department
PROJECT LOCATION: City of Eastvale, California
APN(s): Citywide
PROJECT DESCRIPTION: Adoption of the City of Eastvale Design Standards and Guidelines

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

EXEMPTION STATUS:

- Ministerial (*Sec. 21080(b)(1); Sec. 15268*)
- Declared Emergency (*Sec. 21080(b)(3); Sec. 15269(a)*)
- Statutory Exemption (*Sec.*)
- Categorical Exemption (*Sec.*)
- ✓ Other: Section 15061(b)(3)

REASONS TO SUPPORT EXEMPTION FINDINGS: This project is exempt from CEQA compliance as the proposed plan is not considered a project pursuant to Section 15061(b)(3) of the CEQA Guidelines. This section states that an activity is not subject to CEQA if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The updated design guidelines will not result in any physical change to the environment until an application for a development project is proposed. At that time the development project will be subject to review for compliance with CEQA.

LEAD AGENCY CONTACT:

PHONE NUMBER: (951) 361-0900

CITY OF EASTVALE PLANNING DEPARTMENT
Eric Norris, Planning Director



City of Eastvale

Planning Commission Meeting Agenda

Staff Report

MEETING DATE: MAY 21, 2014

TO: PLANNING COMMISSION

FROM: KANIKA KITH, SENIOR PLANNER

SUBJECT: EASTVALE DESIGN STANDARDS AND GUIDELINES

RECOMMENDATION:

Staff recommends that the Planning Commission recommend adoption of the proposed Eastvale Design Standards and Guidelines to the City Council, with any final edits the Commission feels are appropriate.

BACKGROUND:

Upon incorporation, the City adopted the County of Riverside General Plan, Zoning Code, and the Countywide Design Standards and Guidelines for residential development. In 2012, the City adopted the City's first General Plan that includes a Design Chapter containing goals and policies to ensure quality in the design of public and private development to create a desirable community. The Design Chapter of the General Plan and the Countywide Design Standards and Guidelines have been used in combination to guide development in Eastvale.

DISCUSSION:

To make it easier for the developers, the community, and staff to understand and interpret the City's design preferences—and to implement the Eastvale General Plan—the proposed Eastvale Design Standards and Guidelines have been prepared. The new Eastvale Design Standards and Guidelines include a comprehensive set of design standards and guidelines that are based on current standards, guidelines, and policies from the City-adopted Residential Design Guidelines and the General Plan.

These guidelines and standards will be used by developers when designing their projects, and by the City (staff, the Planning Commission and City Council) when reviewing development proposals. Their basic purpose is to ensure that new development is consistent with the high standards which have been established in Eastvale.

The updated guidelines improve on the currently adopted standards in several ways:

- New standards and guidelines have been included that implement the Design Chapter of the Eastvale General Plan.
- The guidelines have been reformatted and reorganized to be easier to use.
- All of the photographs have been updated to reflect Eastvale and local conditions.
- Throughout the document, clarification is included as to which are “standards” (mandatory) and which are “guidelines” (suggested), providing better guidance to applicants and staff when a project is planned/reviewed.
- The guidelines now cover all types of development (residential, commercial, and industrial).
- Standards for public roadways and other infrastructure have been removed, since they are addressed in other City documents.

A copy of the updated Design Standards and Guidelines is included as Attachment 1.

Building Industry Association of Southern California – Riverside County Chapter

The proposed Eastvale Design Standards and Guidelines were provided to the Riverside County Chapter of the Building Industry Association (BIA) of Southern California for review and comment approximately one month before tonight’s meeting. Prior to presenting the updated guidelines to the Commission, staff met with the BIA to introduce the new document and answer questions. As of the preparation of this report, the BIA has no comments on the updated guidelines.

Environmental Review:

An environmental document will be prepared for the Council’s consideration of the Eastvale Design Standards and Guidelines. At this time, staff anticipates being able to find that the Design Guidelines will not have any significant environmental impacts.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend adoption of the updated Eastvale Design Standards and Guidelines to the City Council.

Planning Commission Options:

In addition to staff’s recommendation, the Planning Commission can:

- Recommend that the City Council make no changes at this time.

- Provide direction to staff and continue the item to a subsequent meeting. This could include requesting that staff bring back a further updated draft of the Eastvale Design Standards and Guidelines.

FISCAL IMPACT:

Other than staff time to prepare and process this proposed update, no further City fiscal resources will be required.

ATTACHMENT:

1. Eastvale Design Standards and Guidelines

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

DESIGN STANDARDS AND GUIDELINES



1. INTRODUCTION

This document contains a comprehensive set of design standards and guidelines for residential and nonresidential developments that are based on current standards, guidelines, and policies. The Eastvale Design Standards and Guidelines are provided as a framework for planning and designing new construction and improvements to existing structures, including remodeling and additions, to implement the goals and policies of the Eastvale General Plan. The standards and guidelines illustrate the minimum quality of site planning and architectural design to create a desirable community and to ensure compatibility with the overall character of Eastvale.

A. BACKGROUND

Upon its incorporation in 2010, the City of Eastvale adopted the Riverside County General Plan, Zoning Code, and Residential Design Guidelines. Subsequently, in 2012 the City adopted an updated General Plan and Zoning Code tailored to Eastvale. The 2012 General Plan includes a Design Chapter containing goals and policies to ensure quality in the design of public and private development to create a desirable community.

The Design Chapter of the Eastvale General Plan and the City-adopted Residential Design Guidelines from the County of Riverside have been used in combination to guide development in Eastvale. Therefore, to make it easier for the community, this document was created to include a comprehensive set of design standards and guidelines from the City-adopted Residential Design Guidelines and the design policies of the Eastvale General Plan.

B. PURPOSE OF THIS DESIGN STANDARDS AND GUIDELINES DOCUMENT

The purpose of this document is to implement Action DE-2.1 in the Eastvale General Plan:

To provide additional guidance to developers and the public, consider adopting a set of comprehensive Design Guidelines to establish design standards and criteria for public and private development project.

These design standards and guidelines will ensure quality in the design of public and private development to create desirable and lively space throughout the community. The intent is to achieve the goals of the General Plan to promote high-quality urban design while ensuring continuity throughout Eastvale.

DESIGN STANDARDS AND GUIDELINES



C. STANDARDS VERSUS GUIDELINES

This document includes “standards” and “guidelines,” which differ as follows:

- Design **standards** are mandatory requirements that have to be implemented in addition to the development standards in the Eastvale Zoning Code. Residential standards are coded with “RDS,” nonresidential standards are coded with “NRDS,” and general design standards that apply to both residential and nonresidential projects are coded with “GDS.”
- Design **guidelines** are more generalized statements, alternatives, or illustrations of what is expected and encouraged. Design guidelines offer ways to meet certain development standards. The degree to which the design guidelines are met is subject to a finding or determination made by the City. Residential guidelines are coded with “RDG,” nonresidential guidelines are coded with “NRDG,” and general design guidelines that apply to both residential and nonresidential development are coded with “GDG.”

D. APPLICABILITY/EXCEPTIONS

The Eastvale Design Standards and Guidelines apply to all private and public development projects unless:

- Other standards have been imposed on an individual development project (for instance, as a condition of approval).
- A Specific Plan or Planned Residential Development incorporating design standards has been adopted for the development area.

E. RELATIONSHIP TO THE ZONING CODE

This Eastvale Design Standards and Guidelines document is an implementation tool promoting the goals and policies of the Eastvale General Plan and the Eastvale Zoning Code. These standards and guidelines are designed to assist in the implementation of the development standards in the Zoning Code while ensuring high-quality development. All design proposals are subject to review by City staff, with final action pursuant to Eastvale Zoning Code Section 2.1.

DESIGN STANDARDS AND GUIDELINES



2. OVERALL DESIGN GOALS

This Eastvale Design Standards and Guidelines document will help to ensure that private and public developments are designed to reinforce Eastvale's image as a contemporary community with vibrant, livable neighborhoods and a walkable pedestrian- and bicycle-oriented environment. The standards and guidelines will help implement the design goals of the Eastvale General Plan, listed below.

GOAL DG-1: High-quality urban design throughout Eastvale.

GOAL DG-2: Retain the sense of community in Eastvale and enhance the community's family-oriented character.

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

GOAL DG-4: Provide and maintain attractive streetscapes in all areas of Eastvale.

GOAL DG-5: Create a walkable and bikeable community.

GOAL DG-6: Design neighborhoods to foster interaction among residents and be responsive to human scale.

GOAL DG-7: Preserve and enhance the character of existing residential neighborhoods.

GOAL DG-8: Establish an identifiable downtown that is the center of the city, with a vibrant, rich mix of uses that attracts residents, workers, and visitors.

GOAL DG-9: Encourage development that enhances the pedestrian environment and is aesthetically pleasing.

DESIGN STANDARDS AND GUIDELINES



3. STANDARDS AND GUIDELINES APPLICABLE TO ALL DEVELOPMENT

Developments (residential and nonresidential) in Eastvale are encouraged to promote design excellence that reflects the highest standards of design. All developments are subject to the standards and guidelines provided in this chapter. Specific design standards and guidelines for residential development are provided in Chapter 4, and nonresidential development design standards and guidelines are provided in Chapter 5.

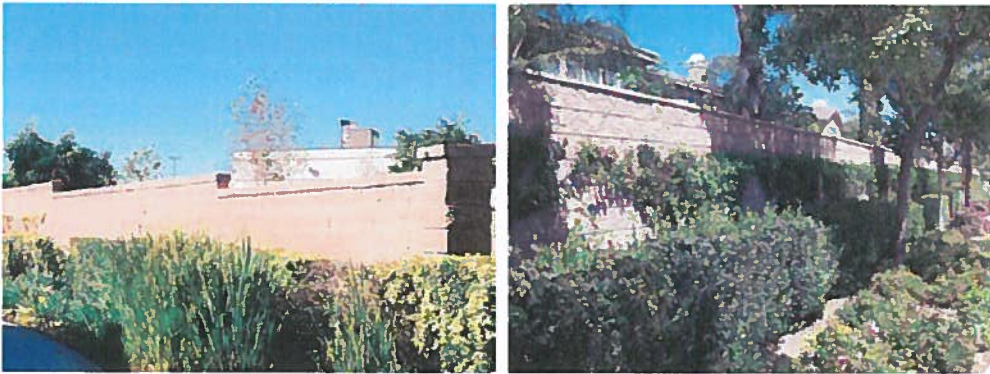
A. WALLS AND FENCES

The following design standards and guidelines are provided to ensure that walls and fences are designed to be aesthetically pleasing and do not degrade the attractiveness of the streetscape in Eastvale. Additional design standards and guidelines for walls and fences specifically for residential areas are provided in Chapter 4, Residential Design Guidelines and Requirements.

Standards

GDS-1: All walls shall include design features that enhance visual interest and be landscaped in order to mitigate their impact on urban character and the pedestrian environment. (GP Policy DE-15)

GDS-2: All perimeter (or theme) walls shall be solid walls located where view opportunities are not available. Wall openings for pedestrian or bicycle access shall be provided when appropriate.



Typical solid block walls with landscaping

DESIGN STANDARDS AND GUIDELINES



GDS 3: Wood fencing or other like material walls are not permitted when the area is visible from the right-of-way.

GDS 345: Plain concrete block walls are not permitted. Walls of brick, slumpstone, tile, textured concrete, or other materials that require little or no maintenance are required. The use of decorative capping in conjunction with other vertical design elements is required.



Use of decorative capping and vertical design elements (pilasters)

GDS 48: Where the use of security fencing, window barriers, or similar features is necessary to secure a building or site, these measures shall be incorporated into the visual/architectural design of the project and shall be complementary to surrounding uses. This standard is not intended to apply to security features that are not visible



DRAFT DESIGN STAN

5

Example of attractive security gate

DESIGN STANDARDS AND GUIDELINES



from public right-of-way or adjacent properties. (GP Policy DE-46)

~~GDS-4: Walls and fences are required to be constructed of high quality and durable materials with an approved sealant to minimize water staining and graffiti.~~

~~GDS-5: Plain concrete block walls are not permitted. Walls of brick, slumpstone, tile, textured concrete, or other materials that require little or no maintenance are required. The use of decorative capping in conjunction with other vertical design elements is required.~~



~~GDS-5A: Walls and fences are required to be constructed of high quality and durable materials with an approved sealant to minimize water staining and graffiti.~~
~~GDS-5: Wood fencing is not permitted.~~

~~GDS-6: Chain-link and vinyl fencing are not permitted when the area is visible to the public, except vinyl gate can be used in the return walls of residential homes as stated in RDS-26 and RDS-28.~~

~~GDS-7: Walls and fences are required to be constructed of high quality and durable materials with an approved sealant to minimize water staining and graffiti.~~
~~GDS-7: Construction of all walls and fences must be of good quality and sufficient durability with an approved stain and/or sealant to minimize water staining and graffiti.~~

DESIGN STANDARDS AND GUIDELINES



GDS-9: Where the use of security fencing, window barriers, or similar features is necessary to secure a building or site, these measures shall be incorporated into the visual/architectural design of the project and shall be complementary to surrounding uses. This standard is not intended to apply to security features that are not visible from public rights of way or adjacent properties. (GP Policy DE-46)

Comment [A1]: Clean up here to make it easier to follow. Easier to read this section if you change the setting to final without markup.

Guidelines

GDG-1: Use of vines or other plantings is encouraged to soften and punctuate the appearance of walls and reduce the likelihood of graffiti.



Use of vines and landscape to soften the appearance of walls

DESIGN STANDARDS AND GUIDELINES



B. MAJOR ROADWAY LANDSCAPING

The following design standards and guidelines are provided to promote attractive roadway design and streetscapes throughout Eastvale.

Standards

GDS-~~89~~: Landscaping in the public right-of-way, including reverse frontage treatments, shall be maintained by a maintenance entity approved by the City (which may be a public agency or a property owners or homeowners association), which ensures maintenance in perpetuity.

GDS-~~910~~: Equestrian or hiking trails and bikeways and other recreational facilities shall be integrated into the reverse frontage treatment area when a trail system is required.



Reverse frontages (rear yard walls adjacent to a roadway)

DESIGN STANDARDS AND GUIDELINES



GDS-10: Landscaping in the rights-of-way and reverse frontage treatments shall be designed to have a “stepped-up” appearance, with low flowering ground cover nearest the curb, progressing to low- and/or medium-height plants or shrubs, and on to randomly clustered street trees near the edge of the development.



Landscaping in the rights-of-way with “stepped-up” appearance

GDS-11: Landscaping shall be designed with attractive plants that allow for efficient use of water and other resources.

GDS-12: All intersections of General Plan roads classified as a secondary collector (right-of-way width of 74 feet to 100 feet) or larger shall have an entrance designation and shall be designed as follows:

- a. A development entrance designation shall be provided, consisting of a neighborhood identification sign on a decorative wall or monument, with a minimum 12-foot depth of landscaping (measured from the right-of-way line) surrounding the wall or monument.
- b. The developer shall create private party maintenance arrangements for these elements at the time the project is built.

Note: The Eastvale Public Works Department should be consulted for standards governing the design of features in and near the public right-of-way.

GDS-13: Landscaped street medians shall be constructed as required by the City.

Note: The Eastvale Public Works Department should be consulted for the locations of future roadway medians.

DESIGN STANDARDS AND GUIDELINES



Guidelines

GDG-2: Meandering sidewalks are encouraged.



Meandering sidewalk

GDG-3: Trees, shrubs, and landscaping planted in medians should be planted in random patterns rather than in evenly spaced locations.



Landscaped roadway median

DESIGN STANDARDS AND GUIDELINES



GDG-4: Additional landscape area outside of the right-of-way for amenities such as bike or jogging paths should be employed on General Plan roadways classified as secondary collectors (right-of-way width of 74 feet to 100 feet) or larger, or where design considerations would make them appropriate.

GDG-5: Right-of-way areas that are not used for the path of travel, roadway, or common areas such as water quality basins or bike paths should be provided with landscaping consisting of ground covers, shrubs, and trees.

GDG-6: Shaded seating areas are encouraged to be provided along the right-of-way where appropriate.

Comment [A2]: Added per Joe's comment wanting benches along the right-of-way.

DESIGN STANDARDS AND GUIDELINES



C. LIGHTING AND UTILITY

Outdoor lighting and utility line placement are required to comply with the design standards provided in this section.

Standards

GDS-14: Outdoor lighting, other than lighting which requires tall luminaires (such as street lighting, parking lot lighting, security lighting, and sports field lighting) shall be low to the ground or shielded and hooded to avoid shining onto adjacent properties and streets.



Hooded and shielded outdoor lighting

GDS-15: All developments (residential, commercial, industrial, public facility, etc.) are required to place all utilities underground to reduce the unsightly appearance of overhead and aboveground utilities. (GP Policy DE-16)

GDS-16: Existing overhead utilities shall be placed underground.

Guidelines

GDG-76: To the extent feasible, new utility facilities, including electrical transformers, water backflow preventers, and similar items, should be located underground.

DESIGN STANDARDS AND GUIDELINES



4. RESIDENTIAL DESIGN GUIDELINES AND REQUIREMENTS

The design standards and guidelines in this chapter apply to all new and existing residential developments and improvements, including remodeling, additions, garage conversion, and all other changes that could affect the character of the residential neighborhood. The standards and guidelines are provided to ensure that residential developments are designed with the basic principles of high-quality urban design. All residential development is required to comply with the design standards in this chapter, applicable standards in Chapter 3 of this document, and the Eastvale Zoning Code.

A. NEIGHBORHOOD CHARACTER/DESIGN COMPATIBILITY

These design standards and guidelines apply to all new and existing residential developments. Additional development standards relating to neighborhood design in the Eastvale Zoning Code shall apply.

Standards

RDS-1: All residential development shall be designed to reinforce Eastvale's image as a contemporary community with vibrant, livable neighborhoods and walkable pedestrian- and bicycle-oriented development. (GP Policy DE-1)

RDS-2: All residential projects shall be designed to consider their surroundings and to visually enhance, not degrade, the character of the immediate area. (GP Policy DE-26)

RDS-3: All new infill residential development shall be of high-quality design and materials, and any deteriorated structures on-site shall be rehabilitated or replaced. (GP Policy DE-32)

Guidelines

RDG-1: A design style or a common palette of architectural features is encouraged for each neighborhood or community. Consistency in the design features and use of materials is also encouraged.

DESIGN STANDARDS AND GUIDELINES



B. RESIDENTIAL SITE AND STREET DESIGN

Street design and layout of all residential developments shall comply with the residential site design standards and are encouraged to satisfy the residential site design guidelines provided in this section. The standards and guidelines are provided to ensure that residential neighborhoods in Eastvale support pedestrian- and bicycle-friendly design and the interconnectivity of the street layout to promote a walkable and bikeable community. Design standards and guidelines for lot design and setbacks are provided later in this section to assist in creating and maintaining attractive streetscapes and neighborhoods throughout Eastvale.

1. Pedestrian- and Bicycle-Friendly Design

Standards

RDS-4: Residential developments shall be designed to foster interaction among residents by being pedestrian-oriented rather than automobile-oriented. This involves providing good physical connections between uses and a well-defined and safe walking environment, orienting buildings to the street, and providing pedestrian amenities and attractive streetscapes. (GP Policy DE-2)

RDS-5: Streetscapes shall be designed with themes that are oriented toward and inviting to pedestrians and cyclists. (GP Policy DE-25)

RDS-6: Dwelling units and amenities shall be provided with sidewalks, pedestrian areas, and bicycle routes to encourage pedestrian activity. (GP Policy DE-18)



Pedestrian-oriented design by providing direct connections between the sidewalk and front doors

DESIGN STANDARDS AND GUIDELINES



RDS-7: All residential development shall be designed to maximize integration with, and safe pedestrian connectivity to, nearby retail centers, parks, transit access areas, and other community features where feasible and desirable. Enhanced paving materials or other techniques shall be used to identify pedestrian connections. (GP Policies DE-24 and DE-33)



Safe pedestrian connections to nearby uses

Guidelines

RDG-2: A variety of design techniques are encouraged to be used to create safe, inviting, and functional pedestrian and cyclist environments in residential developments, including the following (GP Policies DE-17 and DE-20):

- a. Trees planted to provide shade on pedestrian paths, sidewalks, and walkways.
- b. Sidewalks on both sides of the street.



Street trees and sidewalks on both sides of the street

DESIGN STANDARDS AND GUIDELINES



2. Street Layout

Standards

RDS-8: All residential development shall provide interconnectivity of the street layout and be designed on a traditional or curvilinear grid street system. Cul-de-sacs may only be used within the grid when the objective of pedestrian and bicycle connectivity is achieved. (GP Policy DE-27)



Cul-de-sac design with pedestrian and bicycle connectivity

Guidelines

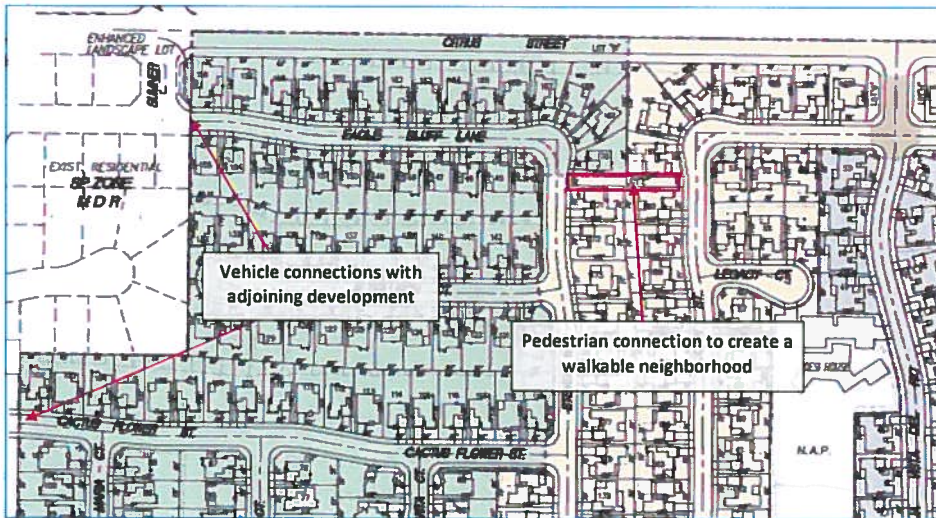
RDG-3: Residential developments are encouraged to be designed with efficient street circulation patterns that provide visual interest and creativity. The design of the overall street pattern should present a variety of streetscapes, offer various driving and pedestrian experiences, clearly distinguish between streets of varying purposes and carrying capacities, and ensure safe, walkable local neighborhoods.

RDG-4: Short, walkable blocks are encouraged.

DESIGN STANDARDS AND GUIDELINES



RDG-5: To the extent possible, direct vehicles connections with adjoining properties and developments are encouraged to alleviate congestion on arterials and secondary roadways.



Direct vehicle connections with adjoining development to reduce congestion; pedestrian connections create walkable neighborhoods

DESIGN STANDARDS AND GUIDELINES



RDG-6: Traffic-calming features associated with neighborhood streets, such as T-intersections and roundabouts, are encouraged.



Roundabout



Enhanced paving defines the pedestrian crossing and adds visual interest

3. Lot Design, Setbacks, and Floor Plans

Standards

RDS-9: Common parking areas shall be landscaped with shade trees to create an attractive pedestrian environment. (GP Policy DE-23)



Landscaped parking areas

DESIGN STANDARDS AND GUIDELINES



RDS-10: Site layout shall take into consideration Eastvale's climate by including trees, landscaping, and architectural elements to provide shade. (GP Policy DE-4)

RDS-11: Site layout and design shall address future passive or natural heating and cooling opportunities.

RDS-12: The minimum spacing between two main residential structures shall be 10 feet.

RDS-13: The minimum lot frontage on a knuckle or a cul-de-sac shall be 40 feet measured along the property line, unless otherwise specified in the Zoning Code.

RDS-14: Houses and garages shall be arranged in a manner that creates a harmonious and attractive appearance of varying building heights and setbacks along all streets.



Example of attractive appearance of varying building setbacks

DESIGN STANDARDS AND GUIDELINES



RDS-15: **For detached single-family residential homes, a** variety of floor plans shall be included in the development as follows:

Comment [A3]: To clarify that this does not apply to attached multi-family residential

- a. 50 or fewer units: minimum of three different floor plans
- b. 51 to 99 units: minimum of four different floor plans
- c. 100 or more units: minimum of five different floor plans and an additional floor plan for every 100 dwelling units above 100 units

Reverse floor plans shall not be considered a different floor plan for the purpose of meeting minimum floor plan requirements. For development projects that are to be constructed in phases, a phasing plan shall be submitted to ensure that the requirement for the number of floor plans is satisfied.

RDS-16: **For detached single-family residential homes, e**ach floor plan shall have at least three distinct elevations. One elevation shall not be repeated more than every fourth house. Adding or deleting false shutters, or similar types of minimal elevation changes, will not suffice as one of the required distinct elevations.

Comment [A4]: Same as RDS-15 above



Three distinct elevations

DESIGN STANDARDS AND GUIDELINES



Guidelines

RDG-7: All projects of 10 or more residential lots should include at least one single-story floor plan.

RDG-8: Homes and garages are encouraged to be placed at varying distances from the street and have varying entry locations along the street. Front porches and verandas may encroach into the front yard setback area per the Zoning Code to provide appealing streetscapes.

RDG-9: For projects with lots of 7,200 square feet or greater, the minimum net usable area for development should be a 6,500-square-foot pad or a 10-foot-wide level rear yard area.

4. Yard and Street Landscaping

Standards

RDS-17: All new residences shall be provided with front yard, corner lot side yard, and parkway landscaping and an automatic irrigation system with a smart controller. Landscaping for each residence shall be provided as follows:

- a. Parkway Landscape Area
 - i. One street tree that shall be planted from a minimum 24-inch box container. Residences on corner lots shall have two additional street trees of the same size.
 - ii. A minimum of eight 5-gallon container shrubs and 15 1-gallon container shrubs shall be appropriately spaced with live ground cover from 1-gallon containers or flats.
 - iii. Parkway landscaping along residential streets shall be designed with attractive plants that allow for efficient use of water and other resources.
- b. Front and Side Yard Landscape Area
 - i. A minimum of one yard tree shall be planted from a minimum 15-gallon container. No tree shall be located within 5 feet of a property line, in a swale, within 5 feet of a utility line, or within 7 feet of the residence.

DESIGN STANDARDS AND GUIDELINES



- iii. Side yard landscaping on corner lots shall be designed with attractive plants that allow for efficient use of water and other resources.

Plant materials shall be used in compliance with the City's adopted Landscape Guidelines.

Guidelines

RDG-10: The planning and design of residential communities are encouraged to make use of existing mature trees or other natural aspects of the site.

RDG-11: Creative project design, such as the use of hardscape, decorative gravels, placement of landscaping for afternoon shade, and water-efficient irrigation systems, is encouraged.

RDG-12: Disturbance to natural landscape and land forms should be minimized.

RDG-13: Additional landscape area for bikeways, recreational trails, neighborhood entry statements, and noise buffering outside of the right-of-way is encouraged in residential development designs.



With additional landscape area



Without additional landscape area

DESIGN STANDARDS AND GUIDELINES



C. RESIDENTIAL ARCHITECTURAL DESIGN

The residential architectural design standards and guidelines in this section are provided to illustrate the quality of design needed for new residential developments, additions, and exterior remodels. The standards and guidelines are intended to help preserve and enhance the character of existing residential neighborhoods and to ensure that changes are aesthetically pleasing and compatible with the community.

Standards

RDS-18: Residential architectural design shall incorporate human-scaled and pedestrian-oriented designs. Human-scaled design involves articulation of building facades and reduction of building frontage mass to human scale. Pedestrian orientation in building design involves designing homes to face the street and providing pedestrian amenities such as awnings, benches, and attractive street lighting.



DESIGN STANDARDS AND GUIDELINES



RDS-19: The architectural design of residential projects shall reflect attention to detail to produce high-quality architectural design and construction.



Human-scaled and pedestrian-oriented design with reduction of front building mass



High-quality architectural design

RDS-20: Side and/or rear exterior elevations of residential buildings visible from any public street or right-of-way shall incorporate architectural treatments in keeping with the front (primary) elevation. This may include building offsets, recessed windows, trellises, overhangs, or other features provided on the front facades. (GP Policy DE-29)

DESIGN STANDARDS AND GUIDELINES



Architectural treatments in keeping with front elevation

DESIGN STANDARDS AND GUIDELINES



RDS-21: Unarticulated building facades shall be avoided by incorporating varying setbacks of the building footprint along all sides of homes that are adjacent to or visible to the public (streets, trail, open spaces, etc.).



Varying setbacks of building footprint

RDS-22: Where multi-story housing units are proposed adjacent to existing or planned single-family residential homes, building elevations and the location of windows and balconies above the first floor, as well as air conditioning units, shall be designed to ensure visual compatibility and residential privacy. (GP Policy DE-31)

RDS-23: At least 25 percent of the total number of garages in the residential development shall have windows on the garage doors.

RDS-24: All new residences with garages shall be provided with automatic garage doors, roll-up i.e., on tracks) garage doors (either sectional wood or steel).

Comment [A5]: Per Karen's concern about not limiting garage doors to roll-up doors only

DESIGN STANDARDS AND GUIDELINES



RDS-25: Where a third garage is provided, the third garage door shall have an increased setback or offset of at least 24 inches when more than two garage doors face the street.

Comment [A6]: I think 2 feet minimum is good. Most likely the offset will be at 32 inches because of the 16-inch studs spacing requirement



Preferred design for three-car garage



Not preferred, but third garage shows required additional setback

Guidelines

RDG-14: Special site and building design features, such as garage placement to the rear of a lot, use of multiple architectural elevations, window and door articulation, extended overhangs, and building edge treatments (such as arbors, awnings, or trellises), are encouraged.

RDG-15: A variety of features, such as covered front porches and verandas, are encouraged in all new residential development. Covered front porches should be large enough to place typical outdoor chairs or a bench, so that at least two adults can comfortably enjoy sitting on the porch. (GP Policy DE-30)



Good design for covered front porches

DESIGN STANDARDS AND GUIDELINES



RDG-16: Projecting architectural features, such as bowed or bay windows, columns, offset roof planes, and similar features, should be used to create both vertical and horizontal articulation on building elevations.



Architectural features to create vertical and horizontal building articulation

RDG-17: Roof articulation is highly encouraged. This may be achieved by changes in plane or through the use of traditional roof forms such as gables, hips, and dormers.



Roof articulation – gable roof

Roof articulation – hip roof

DESIGN STANDARDS AND GUIDELINES



RDG-18: A-frame-type roofs and mansard roofs are discouraged, unless part of a coordinated design theme style for the residential development.

RDG-19: Windows should be framed with compatible materials to create well-defined “edge” treatments and to provide distinctive shadows. Well-defined window treatments are encouraged to be provided on all four building elevations.

Comment [A7]: Currently, window treatments requirement is a guideline. So, I added here.



Well-defined window treatments

RDG-20: A variety of colors and textures of building materials is encouraged, while maintaining overall design continuity in the neighborhood.

RDG-21: Colors and materials on adjacent residential structures should vary to establish a separate identity for each dwelling.

RDG-22: The visual impact of garages should be reduced through the use of additional setback from the curb where garage doors face the street.

DESIGN STANDARDS AND GUIDELINES



RDG-23: Alternative garage designs are encouraged, including:

- a. Side-loaded garages (garage access from the side of the house).
- b. Alley-loaded garages (garage access from an alley).
- c. Detached garages located at the rear of the property, and drive-through or tandem garages.



Alley-loaded garages

DESIGN STANDARDS AND GUIDELINES



D. RESIDENTIAL WALLS AND FENCES

The following design standards and guidelines are provided to ensure that new walls and fences in residential areas are constructed of high-quality design.

Standards

RDS-26: Front yard return walls shall not be located within the front yard setback requirement area.

- a. Return walls shall be constructed of masonry (slumpstone or material of similar appearance, maintenance, and structural durability).
- b. Gates at the return walls shall be constructed of high-quality durable materials such as wrought iron, tubular steel, vinyl, or other similar materials.¹

Comment [A8]: Added to clarify that vinyl gate can be used



Return wall for corner lot



Return wall and gate between two houses

¹ Vinyl fencing may be used in areas that are not visible to the public as stated in RDS-28.

DESIGN STANDARDS AND GUIDELINES



~~etc.~~ The height of the return wall shall be a minimum of 5 feet.²

RDS-27: Side yard gates must be installed as required by the Eastvale Building Code to provide access from the front to the rear of the house. Side yard gates may not be constructed of wood.

RDS-28: All new residences shall include rear and side yard fencing ~~constructed of masonry block or vinyl~~ at a minimum of 5 feet in height.

a. ~~Side and rear yard walls facing local streets or open to the public view shall be constructed of decorative block, stucco, or other attractive and durable material.~~

b. ~~Vinyl fencing is not allowed in areas open to public view, except to be used as a gate for the return walls.~~

~~c. Vinyl fencing or other durable materials can be used when the area is not visible to the public (i.e., along side yard property boundary between two interior lots).~~

Comment [A9]: I think this dean it up a bit.

Guidelines

RDG-24: Sound walls or fences along streets other than urban arterials and major or secondary highways should be used only if no other feasible design solutions are available to reduce the impact of roadway noise on residential areas. Additional guidelines for sound walls are provided in the Noise Chapter of the Eastvale General Plan. (GP Policy DE-14)

RDG-25: Wrought iron or tubular steel fence sections may be included where view opportunities and/or terrain warrant its use. Where privacy is not an issue, tubular steel or wrought iron sections should be constructed in perimeter walls in order to take advantage of view opportunities. A combination of a 2-foot to 3-foot-high solid wall base with a wrought iron or tubular steel fence section between solid pilasters is a recommended design alternative.

² A "return wall" is the wall that extends from the home, generally at a 90-degree angle, to the wall on the property line.

DESIGN STANDARDS AND GUIDELINES



E. RESIDENTIAL LANDMARKS, ENTRYWAYS, AND AMENITIES

The design standards and guidelines in this section are provided to promote the use of residential entryways to assist passing motorists to easily identify various neighborhoods in the city. City entry monuments are addressed in the City's Entryway Master Plan.

Standards

RDS-29: Neighborhood entryway statements shall incorporate human-scaled design, pedestrian orientation, readily defined entryways, focal and/or gathering points, and a distinctive image of the development. (GP Policy DE-2)



Human-scaled design entryway statements

RDS-30: The entry points shall be defined by the use of landscaping, trees, and/or architectural elements. (GP Policy DE-10)

RDS-31: Entry monuments shall be designed to be vandal-resistant. Lettering or images shall be designed as integral parts, rather than features fastened to the sign.

Guidelines

RDG-26: Neighborhood entryways should be designed to complement the overall appearance of Eastvale.



Readily defined entry point

DESIGN STANDARDS AND GUIDELINES



RDG-27: Entryway design treatments, such as fountains, attractive signage, or natural features (e.g., rows of trees), are encouraged.

RDG-28: The entryway to each residential neighborhood should provide a clear sense of arrival and set the tone for the overall design quality in Eastvale. (GP Policy DE-10)



Entryway with a clear sense of arrival

RDG-29: Neighborhood entryway features should be designed to assist passing motorists to easily identify the development.

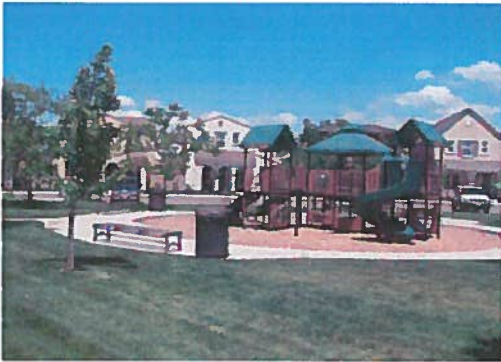


Neighborhood entryway

DESIGN STANDARDS AND GUIDELINES



RDG-30: Recreational amenities, such as water features, parks, and other open space assets, are encouraged to be located adjacent to major roads and community entry points to enhance community appearance and identity.



Neighborhood park



Pedestrian path

RDG-31: Cast iron, cast aluminum, brick-encased, slumpstone-encased, or masonry-encased curbside mailboxes are encouraged.

RDG-32: All new residences should have at least one clean-burning fireplace.

DESIGN STANDARDS AND GUIDELINES



5. NONRESIDENTIAL DESIGN STANDARDS AND GUIDELINES

The design standards and guidelines in this chapter apply to all type of nonresidential developments such as commercial, industrial, public facilities, and parks. New and existing nonresidential developments are subject to the design standards and all applicable regulations in the Eastvale Zoning Code and are encouraged to satisfy the design guidelines in this chapter. The design standards and guidelines are provided to ensure that nonresidential developments are designed with the basic principles of high-quality urban design.

A. NONRESIDENTIAL SITE DESIGN

Street design and layout of all nonresidential developments shall comply with the nonresidential site design standards and are encouraged to satisfy the nonresidential site design guidelines provided in this section. Design standards and guidelines for site layout, landscaping, and amenities for commercial, business park, industrial, public facilities, and other nonresidential developments are provided to ensure that all new and existing developments provide and maintain appealing streetscapes and promote a walkable and bikeable community.

1. Site Layout and Pedestrian Orientation

Standards

NRDS-1: All nonresidential development shall adhere to the basic principles of high-quality urban design, including but not limited to human-scaled design, pedestrian orientation, interconnectivity of street layout, siting major buildings to hold corners, readily defined entryways, gathering points, and landmarks. (GP Policy DE-2)



Siting buildings to hold corners



Gathering points

DESIGN STANDARDS AND GUIDELINES



NRDS-2: High-quality urban design shall be used on all public and private projects to reinforce Eastvale's image as a contemporary community with vibrant, livable neighborhoods and walkable pedestrian- and bicycle-oriented development. (GP Policy DE-1)

NRDS-3: Site layout and building design shall take into consideration Eastvale's climate by including trees, landscaping, and architectural elements to provide shade. (GP Policy DE-4)



Shaded seating area in retail center



Shaded walkway along storefront

NRDS-4: Nonresidential building entrances shall provide easy, attractive accessibility to pedestrian walkways and pathways. (GP Policy DE-21)

NRDS-5: Safe and well-defined pedestrian connections from buildings to parking areas, from buildings to the adjoining street(s), and among buildings on the same site shall be provided. (GP Policy DE-24)

NRDS-6: All commercial developments shall be designed to maximize integration with and safe pedestrian connectivity to nearby residential neighborhoods, parks, transit access areas, and other community features where feasible and desirable. (GP Policy DE-24)



Retail building entrance with easy access to pedestrian pathway and parking

DESIGN STANDARDS AND GUIDELINES



NRDS-7: Enhanced paving materials or other techniques shall be used to identify pedestrian connections. (GP Policy DE-24)



Office building entrance with easy access to pedestrian pathway and parking

DESIGN STANDARDS AND GUIDELINES



Guidelines

NRDG-1: Buildings frontages and outdoors amenities such as outdoor dining and meeting areas should are encouraged to be located along sidewalks, pedestrian areas, and bicycle routes to encourage pedestrian activity. (GP Policy DE-18)

NRDG-2: Except where site conditions make it infeasible, new commercial development should be designed to front or have a presence along all street frontages. The intent is to enhance the pedestrian scale of new development and minimize the presence of parking, circulation, and loading areas as the primary visual features of development. (GP Policy DE-13)



NRDG-3: A variety of design techniques are encouraged to be used to create safe, inviting, and functional pedestrian and cyclist environments, including the following designs (GP Policies DE-17 and DE-20):

Buildings along street frontage

- Trees planted to provide shade on pedestrian paths, sidewalks, and walkways.
- Safe, separated pedestrian walkways.
- Safe, visible bicycle parking.
- Benches and/or seating areas.
- Wide sidewalks on both sides of the street.



Trees along pedestrian pathway



Benches/seating area

DESIGN STANDARDS AND GUIDELINES



NRDG-4: New development and public projects should create streetscape designs with themes that are oriented toward and inviting to pedestrians and cyclist. (GP Policy DE-25)

2. On-Site Landscaping

Standards

NRDS-8: A minimum of 15 percent of the site shall be landscaped in industrial and business park development and 10 percent in retail development.

NRDS-9: A minimum 10-foot strip adjacent to the street line shall be appropriately landscaped and maintained, except for designated pedestrian and vehicular access ways.

NRDS-10: Common lots, such as water quality basins, shall be provided with landscaping consisting of decorative ground covers, shrubs, and trees.



Water quality basin

3. Amenities and Public Art

Standards

NRDS-11: Public art is a required component of all significant City projects and in private development projects where public funding is applied. (GP Policy DE-12)

Guidelines

NRDG-5: Public art (statues, sculptures, fountains, and monuments) and other design features should be used to enliven the public realm in private development projects. (GP Policy DE-11)



Fountains as public art

DESIGN STANDARDS AND GUIDELINES



NRDG-6: Commercial developments should have public open space areas such as plazas, courtyards, expanded walkways, or other areas suitable for small gatherings. The public open space areas should be sized appropriately for the development. (GP Policy DE-19)

NRDG-7: Buildings should feature outdoor use areas such as plazas and open air seating in cafés and restaurants wherever possible. (GP Policy DE-39)



Plaza and courtyard



Outdoor dining

DESIGN STANDARDS AND GUIDELINES



B. NONRESIDENTIAL ARCHITECTURAL DESIGN

The architectural design of new and renovation of existing nonresidential developments (commercial, industrial, business park, public facilities, etc.) shall comply with the architectural design standards and is encouraged to satisfy the architectural design guidelines provided in this section. Architectural design standards and guidelines are provided to illustrate the minimum quality of design needed for new nonresidential developments and renovation of existing developments. The standards and guidelines are intended to help preserve and enhance the character of Eastvale and to ensure that changes are aesthetically pleasing and compatible with the community.

Standards

NRDS-12: Buildings shall include human-scaled details such as windows facing the street, awnings, and architectural features that create a visually interesting pedestrian environment. (GP Policy DE-22)



Human-scaled design to create a visually interesting pedestrian environment

DESIGN STANDARDS AND GUIDELINES



NRDS-13: The exterior of buildings shall reflect attention to detail to produce high-quality architectural design and construction. Where side and/or rear exterior elevations of buildings are visible from any public street or right-of-way, they shall incorporate architectural treatments in keeping with the front (primary) elevation. (GP Policy DE-29)

NRDS-14: Nonresidential developments shall be designed to consider their surroundings and visually enhance, not degrade, the character of the surrounding area. (GP Policy DE-34)

NRDS-15: Unarticulated, “boxy” structures shall be broken up by creating horizontal emphasis through the use of trim, varying surfaces, awnings, eaves, or other ornamentation and by using a combination of complementary colors. (GP Policy DE-38)



Example of well-articulated “big box” structure

DESIGN STANDARDS AND GUIDELINES



NRDS-16: Industrial developments that are visible from public roadways and/or from adjacent properties shall incorporate high-quality design principles, such as orienting offices and enclosed structures toward street frontages and providing visually interesting building facades. (GP Policy DE-45)

Guidelines

NRDG-8: Nonresidential developments are encouraged to not rely on the use of “standard designs” or “corporate architecture”; instead, they are encouraged to improve the design to meet the City’s overall standards for quality. (GP Policy DE-3)

NRDG-9: When more than one structure is on a commercial or other nonresidential site, they should be linked visually through architectural style, colors and materials, signage, landscaping, design details such as light fixtures, and the use of arcades, trellises, or other open structures. (GP Policy DE-37)



Use of arcades to visually link buildings

DESIGN STANDARDS AND GUIDELINES



C. NONRESIDENTIAL PARKING

Parking design standards and guidelines are provided to ensure that parking areas in commercial/retail center, business park, industrial complex, and all other nonresidential developments are designed to not detract from the inviting pedestrian environment in Eastvale.

Standards

NRDS-17: All parking areas shall be screened with landscaping and/or decorative walls from all residential developments and pedestrians along the public right-of-way.



Screening of parking areas

NRDS-18: Commercial, industrial, **business park**, and public projects shall be designed to minimize the visibility of parked vehicles from public streets. (GP Policy DE-35)

Comment [A10]: Added per Karen's comment

NRDS-19: Common parking areas shall be landscaped with shade trees to create an attractive pedestrian environment. (GP Policy DE-23)

DESIGN STANDARDS AND GUIDELINES



NRDS-20: Parking lots and structures shall be designed to be functionally and visually integrated and connected. (GP Policy DE-41)



Trellis in parking lot to link buildings

NRDS-21: Where possible, parking lots shall be located behind or on the side of buildings to reduce their visual impact. (GP Policy DE-35)



Parking lots behind buildings



Parking lots on side of buildings

DESIGN STANDARDS AND GUIDELINES



NRDS-22: Heavy truck and vehicular access shall be designed to minimize potential impacts on adjacent properties. (GP Policy DE-36)

NRDS-23: Loading facilities for uses requiring delivery from large trucks shall be screened from public view and located away from residential uses. Large truck access shall be provided to the rear of the buildings so that it does not interfere with on-site automobile and pedestrian circulation (GP Policy DE-40)

NRDS-24: Industrial developments that are visible from public roadways and/or from adjacent properties shall incorporate high-quality design principles, including the following:

- a. Use landscape buffers around parking lots and industrial structures.
- b. Use visually appealing fences and walls.
- c. Screen loading areas and storage areas from public view along collectors and arterials.



Screening of loading areas

DESIGN STANDARDS AND GUIDELINES



NRDS-25: All outdoor storage areas shall be visually screened with attractive fencing/walls and landscaping. (GP Policy DE-44)



Screening of outdoor storage area

DESIGN STANDARDS AND GUIDELINES



Guidelines

NRDG-10: Parking lots should be ~~screened and~~ separated into smaller units with landscaping or low walls. (GP Policy DE-42)



Use of landscaping to separate parking lots into smaller units

NRDG-11: Pervious paving materials are encouraged to be used in lieu of impervious pavement when appropriate and in compliance with State and local stormwater programs.

NRDG-12: Parking for alternative modes of transportation, such as preferential parking for carpools/vanpools, motorcycles or alternative-fuel vehicles, and bicycles, should be incorporated into parking plans for major commercial development projects. (GP Policy DE-43)



Parking of alternative modes of transportation near main entrances

DESIGN STANDARDS AND GUIDELINES



D. ENTRYWAY STATEMENTS

New nonresidential developments are required to comply with the design standards for entryway statements and are encouraged to satisfy the design guidelines provided in this section. The design standards and guidelines are provided to promote the use of appealing entryway design throughout Eastvale.

Standards

NRDS-26: Entry points shall be defined by the use of landscaping, trees, and/or architectural elements. (GP Policy DE-10)

Guidelines

NRDG-1~~32~~: Entryways should be designed to provide a clear sense of arrival and set the tone for the overall design quality in Eastvale.



Commercial entry points



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

7. *OLD BUSINESS ITEMS:*

There are no Old Business items.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

8. *NEW BUSINESS ITEMS:*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

**SUBJECT: CONTRACT AWARD FOR ARCHIBALD AVENUE &
RESIDENTIAL STREET SLURRY SEAL, PROJECT NUMBERS:
94001 & 94003**

RECOMMENDATION:

- (1) APPROVE A CONTRACT WITH ALL AMERICAN ASPHALT, THE LOWEST RESPONSIVE BIDDER, IN ACCORDANCE WITH UNIT BID PRICES IN THE AMOUNT OF \$557,241.76 FOR THE ARCHIBALD AVENUE & RESIDENTIAL STREET SLURRY SEAL PROJECT**
 - (2) APPROVE PURCHASE ORDER WITH INTERWEST CONSULTING IN THE AMOUNT OF \$45,000 FOR CONTRACT ADMINISTRATION AND INSPECTION**
 - (3) APPROVE CONTINGENCY AMOUNT OF \$40,000**
-

BACKGROUND:

The City's Pavement Management System identified Archibald Avenue from River Road to Prado Basin Park Road/Corbin Drive and several residential streets for slurry seal treatment. The work associated with Archibald Avenue (Project No. 94003) and the residential slurry seal (Project No. 94001) also includes crack seal, removal and replacement of damaged asphalt, and striping.

DISCUSSION:

Plans and specifications for the two slurry seal projects were completed in early April 2014. Bids were advertised in the Press Enterprise, the City's website and Ebidboard April 21 thru May 8, 2014. Bids were opened on May 8, 2014 and bid results are as follows:



City of Eastvale

City Council Meeting Agenda

Staff Report

Contractors requesting bidding documents: 4
Bids received: 4

Bid Results Summary:

RANK	NAME OF RESPONSIVE BIDDER	CITY	BID AMOUNT
1	All American Asphalt	Corona	\$ 557,241.76
2	American Asphalt South	Fontana	\$ 584,963.26
3	Roy Allan Slurry Seal	Santa Fe Springs	\$ 646,781.87
4	Doug Martin Contracting Co.	La Habra	\$ 666,591.60

The Engineer's estimate was \$861,170.30. A total of four bids were received and all were responsive. The lowest bid was submitted by All American Asphalt in the amount of \$557,241.76.

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

FISCAL IMPACT:

The Project Cost Analysis, as shown in Exhibit 1, determined that the total funds needed to deliver the two projects are \$ 642,241.76, which includes the construction contract, construction administration, inspection and contingency. Funding for Archibald Avenue, Project No. 94003 is available in account number 20-510-6660. Funding for residential streets, Project No. 94001 is available in account number 21-510-0660.

ATTACHMENTS:

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

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



City of Eastvale
City Council Meeting Agenda
Staff Report

FUNDING ANALYSIS

ARCHIBALD AVENUE & RESIDENTIAL STREET SLURRY SEALPROJECT

Residential Streets Project No. 94001:

Construction Cost:	\$ 485,424.57
Contract Administration:	\$ 10,000.00
Inspection:	\$ 25,000.00
Contingency:	\$ 30,000.00
	<hr/>
SUBTOTAL ESTIMATED CONSTRUCTION COST:	\$ 550,424.57

Archibald Avenue Project No. 94003:

Construction Cost:	\$ 71,817.19
Contract Administration:	\$ 5,000.00
Inspection:	\$ 5,000.00
Contingency:	\$ 10,000.00
	<hr/>
SUBTOTAL ESTIMATED CONSTRUCTION COST:	\$ 91,817.19
	<hr/>
TOTAL ESTIMATED CONSTRUCTION COST:	\$ 642,241.76

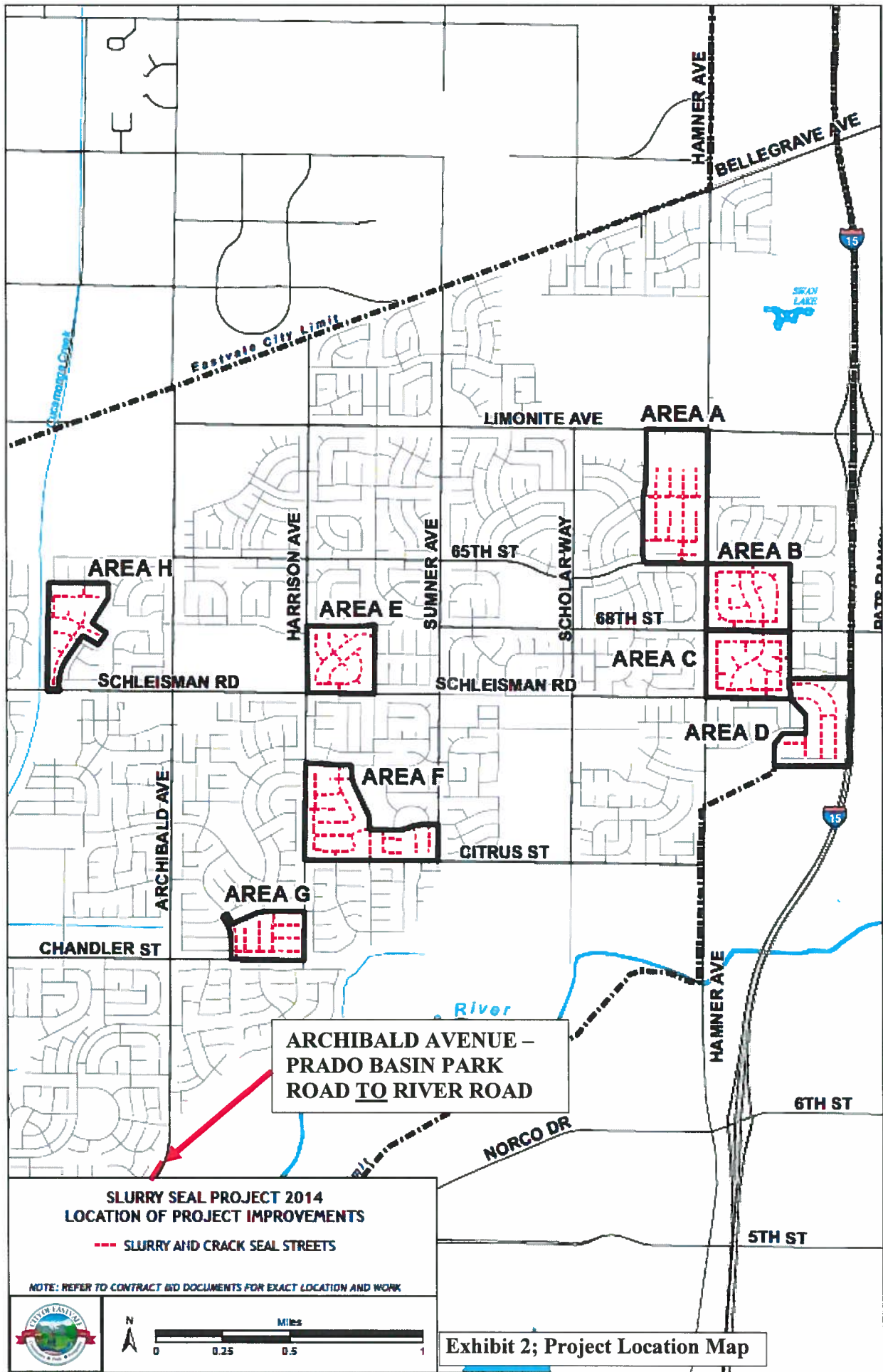


Exhibit 2; Project Location Map

PART I. AGREEMENT FOR CONSTRUCTION SERVICES

SHORT-FORM CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF EASTVALE
AND
ALL AMERICAN ASPHALT

This Agreement for Construction Services (“Agreement”), is made and entered into this ___ day of _____, 20 __, by and between the City of Eastvale, a California general municipal corporation organized under the laws of the State of California with its principal place of business at 12363 Limonite Avenue, Suite 910, Eastvale, California (“City”) and ALL AMERICAN ASPHALT, a California (partnership, limited partnership, corporation, etc.) (“Contractor”).

SECTION 1. RECITALS

A. City is a general municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing public works construction services and is familiar with the plans of the City.

C. City desires to engage Contractor to construct public improvements associated with the **Archibald Avenue Slurry Seal and Residential Slurry Seal FY13/14 Project** as set forth herein.

D. Contractor has obtained, and delivers concurrently herewith, performance bond, payment bond, insurance documents and other certifications as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: bid documents and project plans for Archibald Avenue Slurry Seal and Residential Slurry Seal FY13/14 Project.

SECTION 3. SCOPE OF WORK

A. Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **Archibald Avenue Slurry Seal and Residential Street Slurry Seal FY13/14 Project**, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this

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

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

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **fifty-five (55) working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred Dollars (\$500) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

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

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due

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

SECTION 7. CITY'S BASIC OBLIGATION

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

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Five Hundred Fifty-Seven Thousand, Two Hundred Forty-One Dollars and Seventy-Six Cents (\$557,241.76) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained

by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

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

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

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

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as

provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

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

SECTION 14. DISPUTE RESOLUTION

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

SECTION 15. TERMINATION

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

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

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific

portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

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

SECTION 18. CONTRACTOR'S REPRESENTATIVE

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

SECTION 19. CONTRACT INTERPRETATION

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

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the

same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

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

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

SECTION 22. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and

approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a \$100,000 deductible on its current Professional Liability insurance policy.

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

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

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

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

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

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

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

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

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

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

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

SECTION 23. BONDS

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

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

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

terminate this Agreement for cause.

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

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or

replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

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

SECTION 27. PERMITS AND LICENSES

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

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705.

To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILITIES

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

SECTION 31. PREVAILING WAGES

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

shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

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

SECTION 33. HOURS OF WORK

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

SECTION 34. PAYROLL RECORDS

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

SECTION 35. CONTRACTOR'S LABOR CERTIFICATION

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

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors

performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

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

SECTION 38. ANTI-TRUST CLAIMS

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

SECTION 39. NOTICES

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

CITY

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

CONTRACTOR

All American Asphalt
P.O. Box 2229
Corona, CA 92878-2229
Attn: Robert Bradley

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

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits "A" through "D" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

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

SECTION 42. ASSIGNMENT FORBIDDEN

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

SECTION 43. GOVERNING LAW

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

SECTION 44. COUNTERPARTS

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

SECTION 45. SUCCESSORS

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

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such

action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

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

SECTION 48. PROHIBITED INTERESTS

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

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

SECTION 49. CERTIFICATION OF LICENSE

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

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

CITY OF EASTVALE

INSERT CONTRACTOR'S NAME

By: _____
Signature

Name

Title

By: _____
Signature

Name

Title

ATTEST:

ATTEST:

Carol Jacobs, City Clerk

Secretary

APPROVED AS TO FORM

Classification of Contractor's License

John Cavanaugh, City Attorney

Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

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

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work on Archibald Avenue are included in Appendix A – Archibald Avenue Slurry Seal Plan.

The locations of work for Residential Slurry Seal FY13/14 are identified in Appendix C and Appendix D of the project specifications.

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

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

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

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

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

ALL AMERICAN ASPHALT

By: _____
Robert Bradley
Vice President

EXHIBIT "D" CONTRACT MODIFICATIONS

Bond No. _____
Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF EASTVALE, hereinafter designated as the "City", entered into a Contract dated _____, 20__, with _____ hereinafter designated as the "Contractor" for the work described as follows:

Archibald Avenue and Residential Street Slurry Seal Project

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

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

NOW, THEREFORE, we, All American Asphalt the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Fifty Seven Thousand, two hundred forty-one and 76/100 dollars (\$557,241.76), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

Name of Surety

Contractor

By: _____

Title: _____

Mailing Address of Surety

and

By: _____

Telephone No. of Surety

Title: _____

By: _____
Attorney in Fact

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

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

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

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

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

Bond No. _____

Premium: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF EASTVALE, hereinafter designated as the "City", has awarded to All American Asphalt, hereinafter designated as the "Contractor" a Contract for the work described as follows:

Archibald Avenue and Residential Street Slurry Seal Project

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

NOW, THEREFORE, we, All American Asphalt the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of Five Hundred Fifty Seven Thousand, two hundred forty-one and 76/100 dollars (\$557,241.76), said sum being not less than one hundred (100) percent of the total Contract amount payable by the city, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

Name of Surety

Contractor

By: _____

Title: _____

Mailing Address of Surety

and

By: _____

Telephone No. of Surety

Title: _____

By:

Attorney in Fact

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

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

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

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

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



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: JOANN GITMED, DEPUTY FINANCE DIRECTOR

**SUBJECT: LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT
NO. 2014-1**

RECOMMENDATION: 1) APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NBS FOR FORMATION OF LIGHTING AND LANDSCAPING DISTRICT 2014-1 IN THE AMOUNT OF \$35,000; 2) ADOPT RESOLUTION NO. 14-40, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR PROPOSED CITY OF EASTVALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2014-1 (TRACT 36382) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

BACKGROUND:

In previous years, property owners of new developments requested annexation into the County of Riverside Landscaping and Lighting Maintenance District (LLMD) 89-1 for the purposes of levying an assessment to pay for specified maintenance and services on improvements related to their development. Improvements being levied included traffic signals, street lighting and fossil filter maintenance. Amounts levied are based on the cost of maintenance, services provided and administration of the district and the percentage of benefit being received by the affected properties.

DISCUSSION:

The City currently maintains one District, District 89-1, which contains eleven zones of benefit. This District was originally put into place by the County of Riverside, and its assessments are levied annually and collected on the County Property Tax Roll. Recently, property owners of new developments have requested annexation into the LLMD in order to levy an assessment to pay for maintenance and services of improvements related to the new development. Part of the process for LLMD annexation/development involves a vote of affected property owners. If a



City of Eastvale City Council Meeting Agenda Staff Report

majority protest is found to exist, the City Council shall not have the authority to levy and collect the assessment. Typically, when the annexation takes place, it occurs early in the development and there is only one property owner on file. In the case of Tract 36382 the owner, Lennar Homes, has begun closing escrow on several of the properties resulting in more than one affected property owner. Since there was greater than one property owner, the County of Riverside determined that they did not desire to proceed with the annexation. This situation actually opened the door for the City of Eastvale to form its own Landscape and Lighting Maintenance District, District No. 2014-1. This will result in the City having the ability to more effectively manage the District and the assessments which are to be levied.

Tract 36382 is only the first of four tracts that is currently seeking annexation into the proposed new LLMD. Additional developments that are anticipated to be annexed into the proposed new LLMD in the next few months include: Tract 36423 (D.R. Horton), Tract 32797 (Stratham Homes) and Tract 32821 (KB Homes). Future developments that have related improvements potentially will also be annexed into the proposed new LLMD.

Formation of the new LLMD involves the following process:

1. The City Council approves the Professional Services Agreement with NBS (addendum to the original agreement) to provide Proposition 218 Assessment District Formation Services.
2. The City Council considers the Resolution to Initiate Proceedings for a new LLMD; The City's consultant, NBS, produces and provides the Engineer's Report to City Staff, outlining the reason and process for assessment; the description and map of improvements; the estimate of costs and the method of assessment.
3. The City Council considers the Engineer's Report, the Resolution Approving the Engineer's Report and the Resolution of Intention. At this time the City Council will also set a date for public hearing. The City Clerk publishes the Resolution of Intention in a local newspaper.
4. Notices and ballots are mailed to the property owners.
5. The City Council holds a public hearing and at the close of the public hearing, the ballots are tabulated. If it is determined that there is no majority protest, the City Council considers the Resolution Ordering the Levy and Collection of Assessments.
6. Assessments will be placed on the tax roll in August, 2015.



City of Eastvale

City Council Meeting Agenda

Staff Report

FISCAL IMPACT:

Costs associated with the consultant services related to the district formation are to be paid by the developers. The initial Proposition 218 Special versus General Benefit Analysis is \$24,500 and is a one-time cost. Additional analysis charges will only be incurred if the City chooses to change the scope of improvements being assessed. Additionally, there is a charge of up to \$10,500 for each district formation. All of these costs are to be borne by the developers requesting LLMD formation services. The Preparation of the annual Engineer's Report and the annual levy and collection of assessments is charged to the District. Failure to approve the accompanying resolution would result in an inability to collect the annual assessment which totals approximately \$5,500 each year, and the maintenance and service costs for improvements would have to be paid from Eastvale's General Fund. The estimated cost of the Engineer's Report is \$12,500.

ATTACHMENTS:

1. Professional Services Agreement with NBS
2. Resolution No. 14-40

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs, City Manager

John Cavanaugh, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this June 11, 2014, by and between the City of Eastvale ("City") and NBS ("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 June 12, 2014 and continuing thereafter through September 30, 2014, or unless sooner terminated by the parties as set out in Section 18 below.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. CONFLICTS OF INTEREST.

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

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

SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 14. INDEMNIFICATION.

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

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

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

SECTION 15. INSURANCE.

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

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

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

C. Commercial General
Automobile Liability Insurance.

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

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

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

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

D. Professional Liability Insurance.

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

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

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

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

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

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

E. All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 18. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 19. DEFAULT.

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

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

To CITY: City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: Carol Jacobs, City Manager

To CONSULTANT: NBS
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Attn: Mike Rentner, President and CEO

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

SECTION 22. AUTHORITY TO EXECUTE.

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

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

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

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBIT "A" are the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

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

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

CITY OF EASTVALE

By _____
Ike Bootsma, Mayor

CONSULTANT:

By 
Michael Rentner, President

ATTEST:

Carol Jacobs, City Clerk

APPROVED AS TO FORM:

John Cavanaugh, City Attorney



32605 Temecula Parkway, Suite 100
Temecula, CA 92592

Toll free: 800.676.7516

nbsgov.com

May 22, 2014

Joann Gitmed
Deputy Finance Director
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

Subject: Addendum to Original Agreement to Provide Proposition 218 Assessment District Formation Services for the City of Eastvale Landscape Maintenance District ("LMD")

Dear Ms. Gitmed:

NBS would like to thank you for the opportunity to provide Proposition 218 Assessment District Formation Services for the City of Eastvale ("City") as referenced above. We will add this service to our existing agreement with the City. All other provisions of the existing contract between the City and NBS remain in effect. We look forward to continuing our professional relationship.

Please print two (2) copies of our Executed Agreement. Upon signing, please return one copy to the undersigned and keep one copy for your records.

Scope of Services

PHASE 1 - PROPOSITION 218 SPECIAL VS. GENERAL BENEFIT ANALYSIS

Budget Development. NBS will review a budget for the projected costs of improvements, maintenance, and services. Cost categories may include, but not be limited to, all relevant expenses, capital improvements, incidental costs (engineering, legal, City staff, consultants and ongoing administration), operating reserves, capital improvement reserves, and equipment/material replacement reserves.

Parcel Database. NBS will establish a parcel database for assessor parcels as currently shown on the County assessor's parcel maps or development maps. The database will include land divisions, ownership and mailing information, and parcel information relevant to the spread of the assessments.

Special vs. General Benefit Analysis. Review the proposed improvements, maintenance, services, budgets, location and type of improvements, special benefit, general benefit, and recent case law with legal counsel. Meet with City staff and legal counsel to discuss appropriate and/or alternative approaches to the proposed assessment district. Provide staff with related support for the duration of the project.

City Review. NBS will communicate with City staff for the review of costs, improvements, maintenance, services, statute requirements and benefits conferred.

Separation and Quantification of Special and General Benefit. NBS will analyze improvements,

maintenance, services, proposed boundaries, district characteristics, parcel characteristics, special and general benefits conferred, and assessment engineering standards and sources to separate and quantify special vs. general benefit in compliance with the special benefit requirements of Proposition 218 for review by all stakeholders.

Method of Assessment (Rates). NBS will prepare a Method of Assessment, including rates, in compliance with the proportionality requirements of Proposition 218 for review by all stakeholders.

Findings and Recommendations Report. Prepare a Report, signed and stamped by an Assessment Engineer, summarizing the findings and recommendations. The main goal of the report is to separate and quantify special and general benefit and to provide a Method of Assessment for the proposed assessment district in accordance with the special benefit and proportionality requirements of Proposition 218 and recent case law. The report will provide analysis and numerical support for the breakdown of special vs. general benefit and the Method of Assessment. The City will use the report to determine the amount of the general fund contribution and the amount that can be assessed under the proposed assessment district. The City may also use the report for community outreach efforts where all stakeholders may provide input, and participate.

Meeting Attendance. NBS will attend up to a total of two meetings (including community outreach meetings) to address questions and/or concerns. NBS will attend additional meetings as requested by the City subject to additional expenses for time and travel.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by the City staff and all stakeholders. NBS staff will be available to answer questions regarding the Findings and Recommendations Report.

PHASE 2 - PROPOSITION 218 LANDSCAPE AND MAINTENANCE ASSESSMENT DISTRICT FORMATION SERVICES

Project Schedule. NBS will communicate with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the formation.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with schedule to achieve project milestones.
- Establish and coordinate with City staff a schedule to assure completion of necessary actions and compliance with statutes.

City Review. NBS will provide analysis of proposed assessments, as well as contributions to be made by the City. NBS will work with City staff, as required, to prepare and review mailed and published legal notices, determine dates for public meeting and public hearing, verify scheduling, approach, requirements, and other issues related to a successful formation.

Resolutions, Notices and Ballots. NBS will work with legal counsel to prepare Resolutions, notices and ballots, as required, for compliance with the 1972 Act and Proposition 218. NBS will review legal notice of the public hearing to be published by the Clerk, as required, by the 1972 Act.

Preliminary Engineer's Report. NBS will prepare, submit and review with City staff a *Preliminary Engineer's Report*, including description of improvements, plans and specifications, cost estimate, assessment methodology, assessment roll and diagram.

Final Engineer's Report. NBS will prepare, submit and review with City staff a *Final Engineer's Report*,

including description of improvements, plans and specifications, cost estimate, assessment methodology, assessment roll and diagram.

Public Hearing and Ballot Tabulation. NBS will tabulate the ballots returned via the most appropriate method (bar code or other) and report the results to the legislative body at the completion of the public hearing.

Diagram Recordation. NBS will record the diagram with the County Recorder.

Levy Calculation. NBS will calculate the first year's levy and process for approval by City Council simultaneously with the assessment proceedings.

Meeting Attendance. NBS will attend the public hearing to tabulate the ballots and address questions and/or concerns. NBS will attend additional meetings as requested by the City subject to additional expenses for time and travel.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by the City staff and all stakeholders. NBS staff will be available to answer questions regarding the formation.

Fees

PHASE 1 - PROPOSITION 218 SPECIAL VS. GENERAL BENEFIT ANALYSIS

Consulting Fees \$24,500 please expenses*

PHASE 2 - PROPOSITION 218 LANDSCAPE AND MAINTENANCE ASSESSMENT DISTRICT OR BENEFIT ASSESSMENT DISTRICT FORMATION SERVICES

Consulting Fees (per District, one property owner)\$9,500 plus expenses*

Consulting Fees (per District, more than one property owner) \$10,500 plus expenses*

* Estimate shown includes mailing fulfillment of Proposition 218 notice, instructions, ballot, postage, and return envelope. Estimate shown does not include return postage, community outreach mailings or any other mailings. See below for a full description of expenses and estimate shown above.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, boundary map and assessment diagram preparation (time, materials, plotting and all related costs), mailing fulfillment, postage, supplies, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95

Terms

Consulting fees will be invoiced on a monthly basis. Expenses will be itemized and included in each invoice. If the project is prematurely terminated by either party or delayed for reasons beyond NBS' control, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Eastvale

Michael Rentner

Name

President and CEO
Title

05/22/14
Date

Title

Date

RESOLUTION NO. 14-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR PROPOSED CITY OF EASTVALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2014-1 (TRACT 36382) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, prior to the incorporation of the City of Eastvale on October 1, 2010, property owners requested annexation to the County of Riverside Landscaping and Lighting Maintenance District No. 89-1 Consolidated ("LLMD 89-1C") for the purpose of levying an assessment to pay for specified maintenance services related to their development; and

WHEREAS, in an effort to manage assessments more effectively and autonomously, the City wishes to form its own assessment district rather than continue annexations to LLMD 89-1C; and

WHEREAS, the City received a letter from Lennar Homes (the "Developer") requesting assessments be put in place to pay for maintenance of certain improvements for Tract No. 36382 on March 7, 2014; and

WHEREAS, the City Council of the City of Eastvale (the "City"), under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 (beginning with Section 22500, et seq.) of the California Streets and Highways Code (the "1972 Act") and Article XIID of the Constitution of the State of California ("Article XIID") and Proposition 218 Omnibus Implementation Act ("Prop 218") (the 1972 Act, Article XIID and Prop 218 are collectively referred to as the "Assessment Law"), proposes to consider the formation of Landscape and Lighting Maintenance District No. 2014-1 (the "District"); and

WHEREAS, the City has retained NBS Government Finance Group, dba NBS ("NBS") for the purpose of assisting the City with the formation process including preparation of the required engineer's report; and

WHEREAS, the City Council wishes to initiate proceedings to provide for the formation of the District in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the District.

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

RECITALS

1. The above recitals are true and correct.

APPOINTMENTS AND DESIGNATIONS

2. The City Council hereby appoints and designates the City Engineer of the City to perform the duties and functions of the Superintendent of Streets in connection with such proceedings.
3. The City Council hereby designates the Finance Director, or the designated agent of the Finance Director, to collect and receive the assessments.
4. The City Council hereby appoints and designates NBS to perform the duties and functions of the Assessment Engineer in connection with the formation proceedings for the proposed District and preparation of the required engineer's report.

IMPROVEMENTS

5. The City Council hereby proposes consideration of the proposed District to finance the maintenance and servicing of the District improvements, which are described as providing electricity to and the maintenance, repair and servicing of traffic signals within the public right-of-way including incidental and administrative costs.

ENGINEER'S REPORT

6. The Assessment Engineer is hereby ordered to prepare and file with the City Clerk of the City Council a report in writing in accordance with Article XIID, Section 4(b) of the California Constitution and Section 22567 of the 1972 Act. The Assessment Engineer's report shall identify all of the parcels to be assessed, shall identify the special and general benefits of the proposed project, shall identify the proportionate share of the special benefit of the proposed project inuring to each parcel within the proposed District and shall identify the corresponding individual annual assessment amount for each parcel.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2014.

Ike Bootsma
Mayor

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh
City Attorney

Carol Jacobs
City Clerk

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

I, Carol Jacobs, CITY CLERK OF THE CITY OF EASTVALE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number 14-40 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting thereof held the 25th day of June, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Carol Jacobs



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

**SUBJECT: ARCHITECTURAL FEATURES FOR LIMONITE AVENUE
INTERCHANGE AT INTERSTATE 15**

RECOMMENDATION:

**DIRECT THE CITY MANAGER TO PROVIDE A LETTER OF COMMITMENT TO
RIVERSIDE COUNTY FOR THE DESIRED LEVEL OF ARCHITECTURAL
FEATURES**

BACKGROUND:

The City of Eastvale, in collaboration with the County of Riverside (Lead Agency), Caltrans-District 8 and DOKKEN Engineering have been overseeing the design of the proposed improvements of the Limonite Avenue Interchange at I-15. The improvements consist of a new 8-lane overcrossing, 3-through lanes in each direction plus 2-turn lanes, widening of the off-ramps from 2 to 4 lanes, and addition of 2 new loop on-ramps. The new interchange is fully funded up to construction. If construction funding becomes available, construction could commence by 2018.

DISCUSSION:

The Limonite Avenue Interchange is the major gateway to the City of Eastvale. For that reason, the City of Eastvale has been working with Caltrans to develop an aesthetically pleasing interchange.

As the design of the proposed interchange improvements progresses, an item of discussion that has been brought up is the architectural features for the interchange. Three different levels of improvements have been proposed and because each level of improvement has particular design requirements, Riverside County, as lead agency for the project, has requested from the City of



City of Eastvale City Council Meeting Agenda Staff Report

Eastvale and City of Jurupa Valley that a selection of design level be made and committed to due to the financial responsibility associated with enhanced design features. The three levels of improvements range between minimal, moderate, and full as depicted in the attached Exhibits 1, 2 and 3. The individual project construction and maintenance costs are shown in Exhibits 4 and 5.

The architectural features for design include decorative lighting, gateway monuments, aesthetic paving, wall features, decorative bridge railing, median landscaping, and planting of trees & shrubs in the areas adjacent to the on & off ramps. The estimated construction cost for each alternative is as follows:

Minimal	Moderate	Full
\$610,000 – \$730,000	\$1,430,000 – \$1,550,000	\$1,590,000 – \$1,700,000

The estimated annual maintenance costs for each alternative is as follows:

Minimal	Moderate	Full
\$8,600	\$82,000	\$145,000

If the cities of Jurupa Valley and Eastvale select the Moderate or Full Alternative, a Cooperative Maintenance Agreement would have to be executed with Caltrans.

FISCAL IMPACT:

Funding for the selected level of improvement would be obtained from Gas Tax. The added costs for capital and annual maintenance costs would be shared equally with the City of Jurupa Valley.

ATTACHMENTS:

1. Exhibit 1: Minimal Architectural Feature
2. Exhibit 2: Moderate Architectural Feature
3. Exhibit 3: Full Architectural Feature
4. Exhibit 4: Estimated Construction Cost
5. Exhibit 5: Estimated Annual Maintenance Cost

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

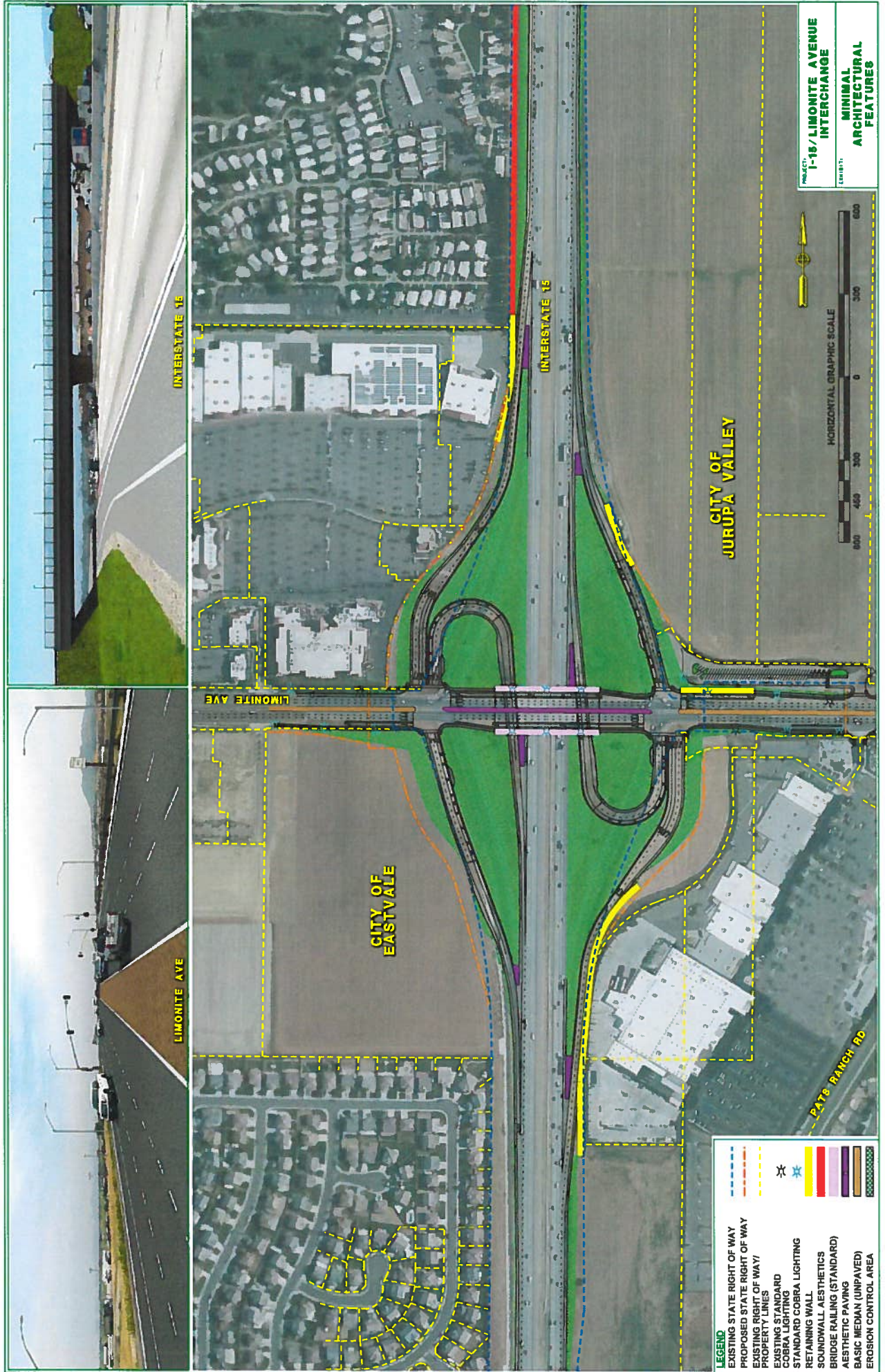


Exhibit 1

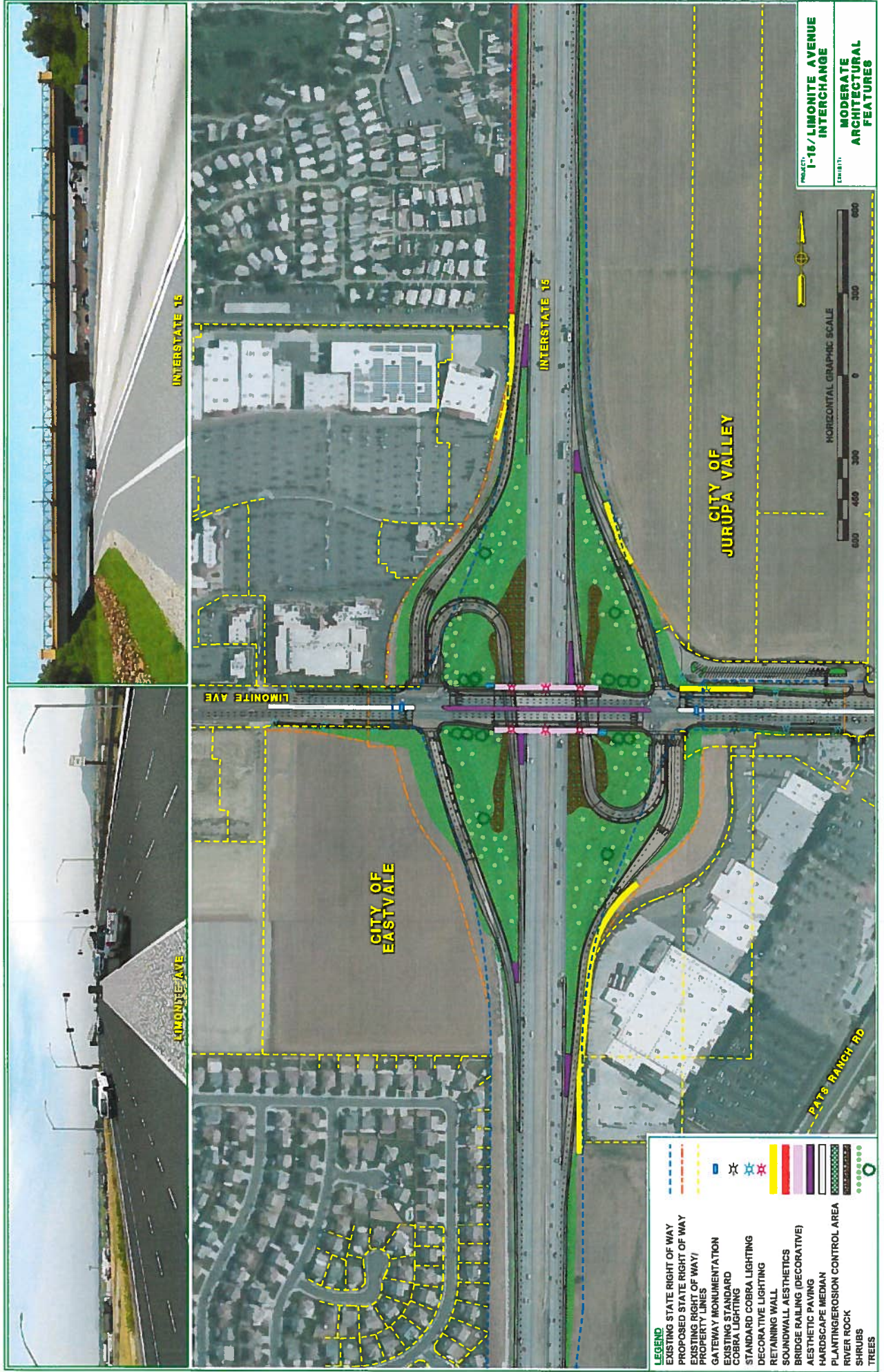
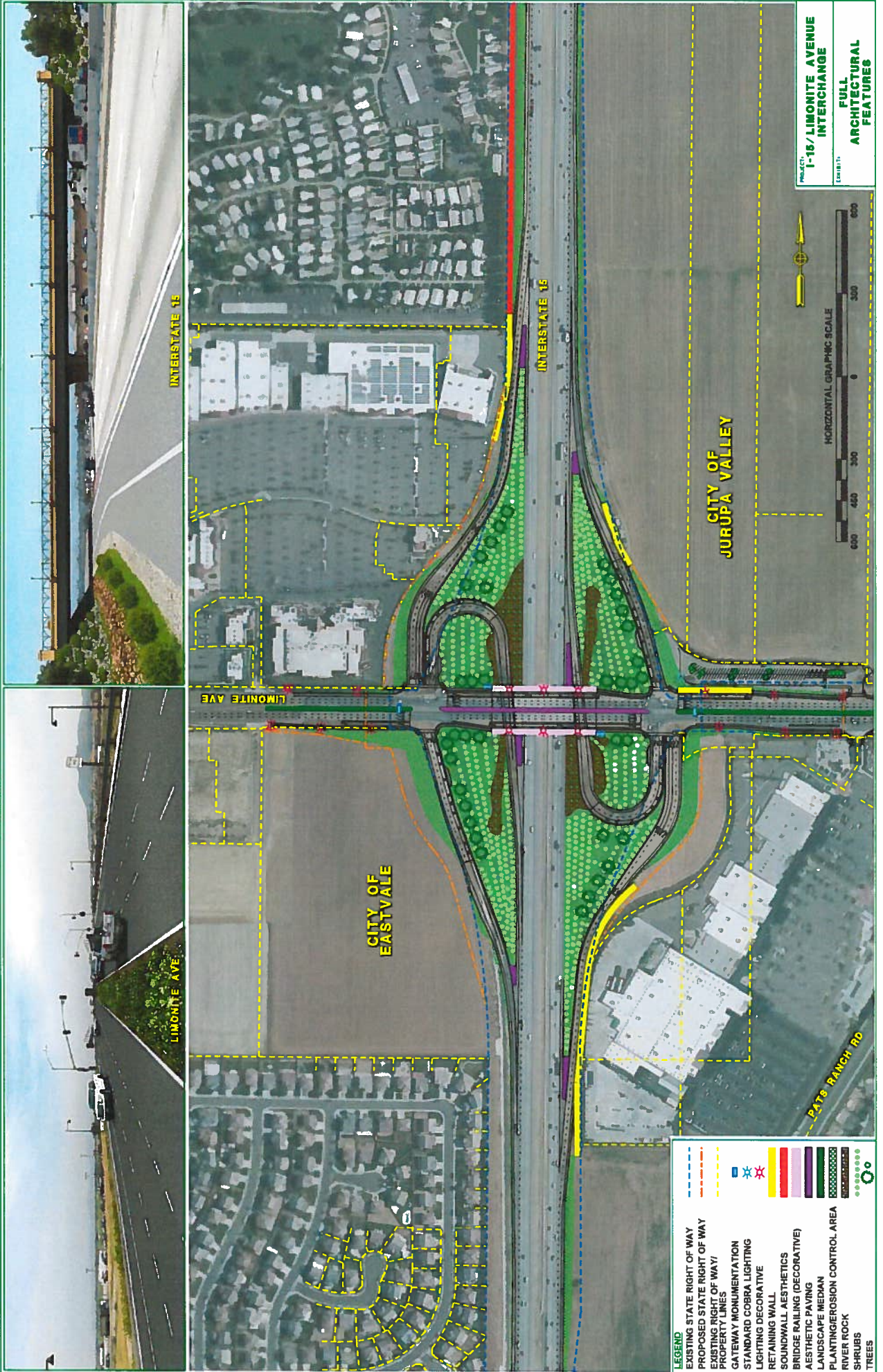


Exhibit 2



- LEGEND**
- EXISTING STATE RIGHT OF WAY
 - PROPOSED STATE RIGHT OF WAY
 - EXISTING RIGHT OF WAY
 - PROPOSED RIGHT OF WAY
 - PROPERTY LINES
 - GATEWAY MONUMENTATION
 - STANDARD COBRA LIGHTING
 - LIGHTING DECORATIVE
 - RETAINING WALL
 - SOUNDWALL AESTHETICS
 - BRIDGE RAILING (DECORATIVE)
 - AESTHETIC PAVING
 - LANDSCAPE MEDIAN
 - PLANTING/EROSION CONTROL AREA
 - RIVER ROCK
 - SHRUBS
 - TREES

PROJECT:
**I-15/LIMONITE AVENUE
INTERCHANGE**

DATE: 11/11/11

**FULL
ARCHITECTURAL
FEATURES**



Exhibit 3

I-15/Limonite Ave Interchange

Estimated Construction Costs for Standard and Decorative Architectural Features

Item	Minimal		Moderate		Full	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
Street Lighting						
Standard (\$6,000/ea)	15	\$90,000	9	\$54,000	3	\$18,000
Decorative (\$8,000/ea)	-	-	6	\$48,000	17	\$136,000
Gateway Monumentation						
Bridge and Median Monuments (\$15,000/ea)	-	-	5	\$75,000	5	\$75,000
Aesthetic Paving						
Gore Paving (3", \$450/cy)	22,305 sqft	\$92,938	22,305 sqft	\$92,938	22,305 sqft	\$92,938
Wall Aesthetics						
Standard (\$11/sqft)	22,640 sqft	\$249,040	22,640 sqft	\$249,040	22,640 sqft	\$249,040
Decorative (\$16/sqft)		\$362,240		\$362,240		\$362,240
Bridge Railing						
Standard (\$10/lf)	760 ft	\$7,600	-	-	-	-
Decorative (\$80/lf)	-	-	760 ft	\$60,800	760 ft	\$60,800
Median						
Basic (unpaved)	-	\$0	-	-	-	-
Hardscape (4", \$450/cy.)	-	-	35,540 sqft	\$195,470	-	-
Landscape (\$8/sqft)	-	-	-	-	35,540 sqft	\$284,320
Planting/Erosion Control						
Erosion Control: \$0.20/sqft	848,690 sqft	\$169,738	848,690 sqft	\$169,738	848,690 sqft	\$169,738
Trees: \$37 ea	-	-	Trees: 15	\$498,124	Trees: 45	\$513,178
Shrubs: \$24 ea	-	-	Shrubs: 115		Shrubs: 696	
River rock: \$450/cy, 5"	-	-	River rock: 72,411 sqft		River rock: 72,411 sqft	
Total:	\$610,000 - \$730,000		\$1,430,000 - \$1,550,000		\$1,590,000 - \$1,700,000	

I-15/Limonite Ave Interchange

Estimated Annual Maintenance Cost for Standard and Decorative Aesthetic Features

ITEM	M&O ACTIVITY	MINIMAL (\$/YR)	MODERATE (\$/YR)	FULL (\$/YR)
Street Lighting				
Standard	Bulb replacement	\$750	\$450	\$150
Decorative	Bulb replacement, pole painting	-	\$450	\$1,275
Gateway Monumentation				
Bridge/Median Monuments	Graffiti Removal	-	\$2,000	\$2,000
Aesthetic Paving				
Gores	None	\$0	\$0	\$0
Retaining Walls/Soundwalls				
Standard or Decorative	Graffiti Removal	\$3,000	\$3,000	\$3,000
Bridge Railing				
Standard or Decorative (painting)	Painting	\$500	\$500	\$500
Median				
Basic (unpaved)	Weed abatement	\$300	-	-
Hardscape	None	-	\$0	-
Landscapes	Irrigation/repairs/pruning	-	-	\$5,000
Planting/Erosion Control				
Irrigation	Water supply	\$0	\$15,000	\$24,000
Trees	Minimal: mowing			
Shrubs	Moderate: mowing, irrigation repair, plant care	\$4,000	\$60,000	\$108,000
River rock	Full: mowing, irrigation repair, plant care			
Total:		\$8,600	\$82,000	\$145,000



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: ESTABLISHMENT OF AN EASTVALE PARKS COMMISSION

RECOMMENDATION: APPROVE BYLAWS FOR THE EASTVALE PARKS COMMISSION

BACKGROUND:

In 1997, Jurupa Community Services District (JCSD) assumed responsibility for the construction, maintenance, and operations of parks and park-related facilities west of Hamner Avenue. The City Council has expressed interest in having more involvement in the decisions related to this provision of service, up to and including the desire to have the parks system transferred to the City.

Staff at each agency have evaluated the operational, legal and financial issues relating to Park Fund activities within JCSD.

In several JCSD/City of Eastvale Liaison Committee meetings, this topic has been discussed with no formal action being taken. At the June 4, 2014 Liaison Committee meeting, the Committee approved forwarding this item to their respective Board/Council Members. This item was presented to the JCSD Board as an informational item and formal action is expected at the June 23, 2014 JCSD Board meeting.

DISCUSSION:

The Parks and Recreation Department of JCSD operates and maintains 12 neighborhood parks along with the Eastvale Community Center, Harada Neighborhood Center, Eastvale Trail, the recently-opened Eastvale Community Park, and afterschool facilities at three local elementary schools. From these various facilities and local school sites, the department coordinates recreational and instructional activities for thousands of participants and hosts thousands of residents and non-residents at a series of community events that continue to grow in size and scope. Additionally, staff members meet regularly with representatives from a number of local



City of Eastvale

City Council Meeting Agenda

Staff Report

youth sports organizations to coordinate leagues in which thousands of local youth participate regularly. These functions are provided primarily for the residents of the City of Eastvale.

The two agencies have attempted to work together in various capacities and on a number of topics in the interest of residents and customers. These working relationships have continued to progress and are becoming routine at the staff level in most areas, especially the coordination of capital projects.

The park system is an important asset to the City of Eastvale and is typically listed along with the local school district and public safety as one of the city's best attributes and a primary factor when considering Eastvale as a residence. Parks and recreation programs have an immediate and important influence on the quality of life for patrons and the surrounding community, often increasing property values and improving overall health. As the City grows and the community relies on the City for information, a need to more formally integrate the communication and the strategic planning process of the park system would benefit city residents and JCSD. In the interest of cooperation and more inclusive provision of these important services, staff has developed the attached document to establish an Eastvale Parks Commission.

The benefits to JCSD and the customers we share with the City of Eastvale are many. This public-public partnership is a clear attempt to serve the residents within the JCSD Parks Territory in an operationally-efficient manner. It is an example of how public agencies can work together to the benefit of the community. By expanding the City's role in the planning of these services, JCSD will benefit by increasing communication and working knowledge of the complex issues relating to parks program development, maintenance, planning and financial considerations with City officials, staff and residents who regularly look to them for information.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. By-Laws of the Eastvale Parks Commission

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

EASTVALE PARKS COMMISSION

I. Statutory Authority

The Eastvale Parks Commission has been established pursuant to the legal authority set forth in Government Code Sections 61048 and 61100.

II. Scope of Authority

The scope of authority of the Eastvale Parks Commission shall be as set forth below and adopted by Resolution of the Board of Directors of Jurupa Community Services District (“JCSD Board”) and agreed to by the City Council of the City of Eastvale (“Eastvale City Council”).

III. Membership

The Eastvale Parks Commission shall be composed of four members, as follows:

(a) Two members of the JCSD Board whose electoral Divisions represent the City of Eastvale customers (currently Division 4 and 5) or the alternate JCSD Parks & Landscaping/Graffiti Committee member of the Board, if a vacancy exists in the Division 4 or 5 seat greater than one (1) month or two (2) consecutive Commission meetings are missed by a specific Director.

(b) Two members of the Eastvale City Council, as selected by the Eastvale City Council.

IV. Terms of Office

Each member of the Eastvale Parks Commission not a member of the JCSD Board shall serve a term of two years; provided that any member may be removed during his or her term by

the appointing authority, and further provided that any member may be reappointed by the appointing authority to serve consecutive terms not to exceed two consecutive terms.

V. Powers and Duties

Except as otherwise provided, the Eastvale Parks Commission shall be advisory to the JCSD Board and its General Manager in matters in which JCSD has jurisdiction, and may have certain delegated responsibilities and authorities as approved by the JCSD Board such as, but not limited to, the following:

(a) To provide recommendations on plans and policies for the acquisition, development, maintenance and operation of parks within the City of Eastvale.

(b) To provide recommendations on any matter pertaining to parks in the Eastvale area, as well as other matters concerning open space, trails, community recreational sites and facilities, and recreational activities in the Eastvale area.

(c) To provide recommendations on questions of administrative policy in the implementation of activities within parks in the Eastvale area.

(d) To provide recommendations on the scheduling and coordination of community events and programs within parks in the Eastvale area.

VI. Officers and Organization

The Eastvale Parks Commission shall elect a Chair and a Vice-Chair at its first meeting, whose terms of office shall be as determined by the Commission; provided that the Commission may remove an officer from his or her term at any time, and further provided that any such officer may be reappointed to serve consecutive terms. The General Manager of Jurupa Community Services District or his designee shall serve as the Executive Officer of the Eastvale Parks Commission, and shall be responsible for preparing, delivering and posting agendas for meetings of the Commission, as well as staff reports, recommendations and correspondence.

VII. Commission Meetings

The Eastvale Parks Commission shall conduct regularly scheduled public meetings once each month at a time, date and location selected by the Commission. However, the Commission may cancel regular meetings, and may also conduct special meetings, as the Commission deems appropriate. All meetings shall be conducted in accordance with the requirements of the Ralph M. Brown Act. Three members of the Commission shall constitute a quorum.

- If 4 members are present, a 4 to 0 vote or a 3 to 1 vote moves the item to JCSD's Board for action. If a split vote of 2 to 2 is reached, the item will be tabled.
- If 3 members are present, a 3 to 0 vote moves the item to JCSD's Board for action. If a 2 to 1 vote is reached, the item is tabled.
- If 2 members are present, a quorum is not reached.

VIII. Compensation

Each member of the Eastvale Parks Commission may receive a stipend as approved and paid for by their respective agencies according to the existing policy at the time of the meeting.

DRAFT



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: COOPERATION AGREEMENT WITH THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY FOR URBAN COUNTY QUALIFICATION 2015-2017

RECOMMENDATION: 1) APPROVE COOPERATION AGREEMENT WITH THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY FOR THE URBAN COUNTY QUALIFICATION 2015-2017 2) ADOPT RESOLUTION NO. 14-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2015-16, 2016-17, 2017-18

BACKGROUND:

The City of Eastvale has participated in the in County of Riverside Urban County Program since 2012. This program allows the City to participate in Federal Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Emergency Solutions Grants (ESG) Programs. Currently the City is only participating in the CDBG program for both infrastructure improvements and public assistance grants.

DISCUSSION:

The attached agreement will allow the City eligibility to participate in the CDBG Grant program which funds both infrastructure improvements and for the past two years Recreational Scholarship programs in partnership with the Eastvale Community Foundation. This agreement allows the City to receive Federal funds without many of the administrative issues that arise in working with Federal grants.

FISCAL IMPACT:



City of Eastvale

City Council Meeting Agenda

Staff Report

Budgets for the CDBG program are awarded on an annual basis. The City anticipates the County will provide the funding amounts in June/July 2014.

ATTACHMENTS:

1. Resolution No. 14-41
2. Cooperation Agreement with the County of Riverside

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

RESOLUTION NO. 14-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2015-2016, 2016-2017, 2017-2018

WHEREAS, the City of Eastvale has elected to participate as a unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2015-2016, 2016-2017, and 2017-2018; and

WHEREAS, the Cooperation Agreement will allow the City to carry-out activities which are funded by Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds; and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the City Council of the City of Eastvale sitting in regular session on June 25, 2014, that:

1. The Cooperation Agreement between the County of Riverside and the City of Eastvale is hereby approved; and
2. The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of Eastvale.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2014.

Ike Bootsma
Mayor

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh
City Attorney

Carol Jacobs
City Clerk

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

I, Carol Jacobs, CITY CLERK OF THE CITY OF EASTVALE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number 14-41 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting thereof held the 25th day of June, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Carol Jacobs

1
2
3
4
5
6
7
8
9
10
11
12

**COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SOLUTIONS
GRANT FOR FISCAL YEARS 2015-16, 2016-17, 2017-18**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant for Fiscal Years 2015-16, 2016-17, 2017-18, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____, 2014, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY of EASTVALE, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY," who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called "ACT," provides that Community Development Block Grant, funds hereinafter referred to as "CDBG," may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and

1 transitional housing facilities for homeless individuals and families, to operate these facilities
2 and provide essential social services, and to help prevent homelessness.

3 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban
4 County under the CDBG program every three (3) years; and

5 **WHEREAS**, the execution of this Agreement is necessary to include CITY as a
6 participating unit of general government under COUNTY's Urban County CDBG, HOME, and
7 ESG programs.

8 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the
9 mutual benefits to be derived there from, the Parties agree as follows:

10 1. GENERAL.

11 This Agreement gives COUNTY authority to undertake, or assist in undertaking,
12 activities for Fiscal Years 2015-16, 2016-17, and 2017-18, that will be funded from the CDBG,
13 HOME, and ESG programs and from any program income generated from the expenditure of
14 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
15 community renewal and lower-income housing assistance activities. COUNTY is qualified as an
16 "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its
17 election to participate in an Urban County Community Development Block Grant program,
18 hereinafter referred to as "CDBG programs".

19 By executing this Agreement, CITY understands that it may not apply for grants
20 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the
21 period in which it participates in the Urban County's CDBG program and that CITY may only
22 participate in the HOME program through the COUNTY'S Urban County program, not a
23 consortium. The CITY may also apply for HOME funds or ESG funds from the State of
24 California, if permitted by the State.

25 2. TERM.

26 The term of this Agreement shall be for three (3) years commencing on July 1,
27 2015, through June 30, 2018, unless an earlier date of termination is fixed by U.S. Department of
28 Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

1 This Agreement will be automatically renewed for participation in successive
2 three-year qualification periods, unless the COUNTY or the CITY provides written notice to the
3 other Party that it elects not to participate in the next three-year Urban County program.
4 COUNTY will notify CITY of CITY's right not to participate in the next three-year period no
5 later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
6 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
7 to participate in the next three-year Urban County Program. COUNTY will send copies of all
8 notifications required by this Paragraph to the HUD Field Office.

9 The terms of this Agreement shall remain in effect until the CDBG, HOME, and
10 ESG funds and program income received with respect to activities carried out during the three-
11 year qualification period are expended and the funded activities completed. Furthermore, neither
12 the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in
13 effect.

14 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
15 APPLICATIONS.

16 The Riverside County Economic Development Agency, subject to approval of
17 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to HUD, in
18 a timely manner, all reports and statements required by the ACT and the Federal regulations
19 promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG
20 programs. This duty shall include the preparation and processing of COUNTY Housing,
21 Community, and Economic Development Needs Identification Report, Citizen Participation
22 Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual
23 Performance and Evaluation Report (CAPER), and other related programs which satisfy the
24 application requirements of ACT and its regulations.

25 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
26 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

27 (a) COUNTY and CITY will comply with the applicable provisions of the
28 ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently

1 exists or may hereafter be amended. The COUNTY and CITY will take all actions necessary to
2 assure compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT.
3 COUNTY and CITY will comply with the provisions of the following: National Environmental
4 Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights
5 Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-
6 Gonzales National Affordable housing Act (Public Law 101-625); Section 109 Title I of the
7 Housing and Community Development Act of 1974 (42 U.S.C.§5309); Executive Order 11063,
8 as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation
9 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); and
10 other Federal or state statute or regulation applicable to the use of CDBG or HOME Investment
11 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

12 (b) CITY agrees that CDBG funding for activities in, or in support of, CITY
13 are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or
14 impedes COUNTY actions to comply with its fair housing certification.

15 (c) CITY and COUNTY shall meet the citizen participation requirements of
16 24 CFR 570.301 and provide Riverside County citizens with all of the following:

17 i. The estimate of the amount of CDBG funds proposed to be used
18 for activities that will benefit persons of low and moderate-income;

19 ii. A plan for minimizing displacement of persons as a result of
20 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
21 activities;

22 iii. A plan that provides for and encourages citizen participation, with
23 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
24 and blighted areas, and of areas in which funds are proposed to be used, and provides for
25 participation of residents in low and moderate-income neighborhoods;

26 iv. Reasonable and timely access to local meetings, information, and
27 records relating to the grantee's proposed use of funds, as required by the regulations of the
28 Secretary, and relating to the actual use of funds under the ACT;

1 v. Provide for public meetings to obtain citizen views and to respond
2 to proposals and questions at all stages of the community development program, including at
3 least the development of needs, the review of proposed activities and review of program
4 performance. Meetings shall be held after adequate notice, at times and locations convenient to
5 potential or actual beneficiaries, and with accommodation for the disabled.

6 (d) CITY shall develop a community development plan, for the period of this
7 Agreement, which identifies community development and housing needs and specifies both short
8 and long-term community development objectives.

9 (e) CITY certifies, to the best of its knowledge and belief, that:

10 i. No Federal appropriated funds have been paid or will be paid, by
11 or on behalf of the CITY, to any person influencing or attempting to influence an officer or
12 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
13 employee of a Member of Congress, in connection with the awarding of any Federal contract, the
14 making of any Federal grant, the making of any Federal loan, the entering into of any
15 cooperative agreement, and the extension, continuation, renewal, amendment or modification of
16 any Federal contract, grant, loan or cooperative agreement.

17 ii. If any funds other than Federally-appropriated funds have been
18 paid or will be paid to any person for influencing or attempting to influence an officer or
19 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
20 employee of a Member of Congress, in connection with this Federal contract, grant, loan, or
21 cooperative agreement, the undersigned shall complete and submit standard Form-LLL,
22 "Disclosure Form to Report Lobbying", in accordance with its instructions.

23 iii. The CITY shall require that the language provided in Section
24 4(e)(i) and (ii) of this Agreement be included in the award documents for all sub-awards at all
25 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
26 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification
27 is a material representation of fact upon which reliance was placed when this transaction was
28 made or entered into.

1 (f) CITY certifies that it has adopted and is enforcing a policy prohibiting the
2 use of excessive force by law enforcement agencies within its jurisdiction against any individuals
3 engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing
4 applicable State and local laws against physically barring entrance to, or exit from, a facility or
5 location which is the subject of such non-violent civil rights demonstrations within its
6 jurisdiction.

7 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

8 The COUNTY's Board of Supervisors have adopted policies and procedures to
9 ensure efficient and effective administration of the CDBG, HOME, and ESG programs.
10 COUNTY will provide these policies and procedures to CITY within a reasonable time after this
11 Agreement's commencement date. COUNTY and City agree to comply with these said policies
12 and program objectives and to take no actions to obstruct implementation of the approved 2014-
13 2019 Five Year Consolidated Plan.

14 6. OTHER AGREEMENTS.

15 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the
16 same requirements applicable to sub-recipients, including the requirement of a written agreement
17 set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
18 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
19 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and
20 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
21 Agreement will set forth the time schedule for completion of said project(s) and any funding
22 sources, in addition to entitlement funds, that will be used in completing the project(s). If
23 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
24 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by
25 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
26 made during the term of the Supplemental Agreement, the entitlement funds associated with the
27 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
28 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend

1 the completion schedule associated with the project(s), or to reprogram the entitlement funds
2 associated with the project(s), will not excuse CITY from complying with terms of this
3 Agreement.

4 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
5 DISTRIBUTION OF ENTITLEMENT FUNDS.

6 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY
7 prior to each program year, the activities that the CITY desires to implement with its entitlement
8 funds, said designation to comply with statutory and regulatory provisions governing citizen's
9 participation. Said designation is to be reviewed by the COUNTY's Economic Development
10 Agency to determine that the projects are eligible under Federal regulations for funding and
11 inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and
12 consistent with both Federal and COUNTY policy governing use of Community Development
13 Block Grant (CDBG) funds.

14 In the event that CITY fails to submit to COUNTY the identified activities that
15 the CITY desires to implement with its entitlement funds by the date specified prior to each
16 program year, the COUNTY may determine the activities to be funded, without consent of the
17 CITY, consistent with both Federal and COUNTY policy governing use of Community
18 Development Block Grant (CDBG) funds.

19 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board
20 of Supervisors will make the final determination of the distribution and disposition of all CDBG
21 funds received by COUNTY pursuant to the ACT.

22 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

23 CITY warrants that those officers, employees, and agents, retained by it and
24 responsible for implementing projects funded with CDBG have received, reviewed, and will
25 follow the Community Development Block Grant Manual that has been prepared and amended
26 by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

1 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
2 CONSTRUCTED WITH CDBG FUNDS.

3 When CDBG funds are used, in whole or in part, by CITY to acquire real
4 property or to construct a public facility, CITY will comply with the National Environmental
5 Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal.
6 Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property
7 Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government
8 Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or
9 state regulations issued to implement the aforementioned laws.

10 In addition, the following is to occur:

11 (a) Title to the real property shall vest in CITY;

12 (b) The real property title will be held by or the constructed facility will be
13 maintained by the CITY for the approved use until five (5) years after the date that the project is
14 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation
15 Report.

16 (c) While held by CITY, the real property or the constructed facility is to be
17 used exclusively for the purpose for which acquisition or construction was originally approved
18 by COUNTY;

19 (d) CITY shall provide timely notice to COUNTY of any action which would
20 result in a modification or change in the use of the real property purchased or improved, in whole
21 or in part, with CDBG or HOME funds from that planned at the time of acquisition or
22 improvement, including disposition.

23 (e) CITY shall provide timely notice to citizens and opportunity to comment
24 on any proposed modification or change;

25 (f) Written approval from COUNTY must be secured if the property or the
26 facility is to be put to an alternate use that is or is not consistent with Federal regulations
27 governing CDBG funds;

1 (g) Should CITY desire during the five (5) year period to use the real property
2 or the constructed facility for a purpose not consistent with applicable Federal regulations
3 governing CDBG funds or to sell the real property or facility, then:

4 (i) If CITY desires to retain title, it will have to reimburse either
5 COUNTY or the Federal government an amount that represents the percentage of current fair
6 market value that is identical to the percentage that CDBG funds initially comprised to when the
7 property was acquired or the facility was constructed;

8 (ii) If CITY sells the property or facility, or is required to sell the property
9 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
10 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of
11 the monies paid to initially acquire the property or construct the facility. This percentage amount
12 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

13 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
14 OF CDBG FUNDS.

15 CITY shall inform COUNTY of any income generated by the expenditure of
16 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so
17 generated. Any and all program income shall be returned to the County and may only be used
18 for eligible activities in accordance with all CDBG requirements, including all requirements for
19 citizen participation.

20 The COUNTY is required by HUD to monitor and report the receipt and use of all
21 program income. CITY is required to track, monitor, and report any and all program income as
22 requested by COUNTY.

23 11. TERMINATION.

24 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
25 withdraw from this Agreement while it remains in effect.

1 12. FORMER AGREEMENTS UTILIZING COMMUNITY
2 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

3 All agreements between CITY and COUNTY regarding the use of CDBG funds
4 for fiscal years 1975-76 through 2014-2015, and any Supplemental Agreements thereunder, shall
5 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent
6 with the terms of any prior said agreements between CITY and COUNTY, the language of this
7 Agreement will be controlling.

8 13. INDEMNIFICATION

9 CITY and COUNTY agree to indemnify, defend, and hold harmless the other
10 Party and its authorized officers, employees, agents, and volunteers from any and all claims,
11 actions, losses, damages, and/or liability arising from either Party's acts, errors, or omissions,
12 and for any costs or expenses incurred by either Party on account of any claim therefore, except
13 where such indemnifications is prohibited by law. Each Party shall promptly notify the other
14 Party in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

15 Each Party shall indemnify and hold harmless the other Party against any liability,
16 claims, losses, demands, and actions incurred by either Party as a result of the determination by
17 HUD or its successor that activities undertaken by either Party under the program(s) fail to
18 comply with any laws, regulations, or policies applicable thereto or that any funds billed by and
19 disbursed to either Party under this Agreement were improperly expended.

20 14. COMPLIANCE WITH LAWS AND REGULATIONS.

21 By executing this Agreement, the Parties hereby certify that they will adhere to
22 and comply with all Federal, state and local laws, regulations and ordinances.

23 15. ENTIRE AGREEMENT.

24 It is expressly agreed that this Agreement embodies the entire agreement of the
25 Parties in relation to the subject matter hereof, and that no other agreement or understanding,
26 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of
27 execution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16. SEVERABILITY.

Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

17. ASSIGNMENT.

The Parties will not make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement, without prior written approval of the other Party.

18. INTERPRETATION AND GOVERNING LAW.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

19. WAIVER.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

20. JURISDICTION AND VENUE.

Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

21. PROHIBITION OF CDBG FUND TRANSFER

The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG funds to another such cooperating city, metropolitan city, urban county, or Indian tribe, that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations. CITY must use the CDBG funds for activities eligible under Title I of the ACT.

22. AMENDMENTS

No change, amendment, or modification to the Agreement shall be valid or binding upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to incorporate changes required by HUD as set forth in the Urban County Qualification Notice. Amendments must be submitted to HUD as provided in the Urban County Qualification Notice and failure to do so will void the automatic renewal for such qualification period.

23. AUTHORITY TO EXECUTE.

The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

24. INCORPORATION OF RECITALS

The Parties hereby affirm the facts set forth in the recitals above. Said recitals are incorporated herein and made an operative part of this Agreement.

[Remainder of page intentionally blank]

[Signatures on following page]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on the date shown below.

Date: _____

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

CITY OF EASTVALE,
a general law city

BY: _____
Rob Field, Assistant County
Executive Officer/EDA

BY: _____
Mayor

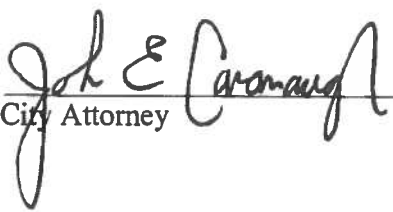
APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

ATTEST:

By: _____
Jhaila R. Brown, Deputy County Counsel

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: 
City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Pamela J. Walls
County Counsel

By: _____
Deputy, Jhaila R. Brown

s:\cdbg\15-18 urban county program\letters\coop agreement 2015-2018 final draft.docx



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

SUBJECT: REQUEST FOR RECONSIDERATION OF PROJECT NO. 11-0271 – GENERAL PLAN AMENDMENT, CHANGE OF ZONE AND SPECIFIC PLAN FOR AN APPROXIMATE 205-ACRE SITE, TENTATIVE PARCEL MAP FOR SUBDIVISION OF AN APPROXIMATELY 193-ACRE AREA INTO FIVE INDUSTRIAL PARCELS, TWO BUSINESS PARK PARCELS, AND ONE COMMERCIAL PARCEL, AND A MAJOR DEVELOPMENT PLAN REVIEW FOR DEVELOPMENT OF 2,714,829 SQUARE FEET ON APPROXIMATELY 117 ACRES OF LIGHT INDUSTRIAL INCLUDING FOUR INDUSTRIAL/WAREHOUSE BUILDINGS.

RECOMMENDATION: DETERMINE WHETHER OR NOT TO GRANT REQUEST FOR RECONSIDERATION

BACKGROUND:

Pursuant to the adopted City of Eastvale Rules of Decorum and Procedures for the Conduct of City Council Meetings, Section 9. B. Mayor Bootsma and Mayor Pro Tem Rush have requested that the City Manager place this item on the agenda. Section 5. C. of those City Council Rules of Decorum and Procedures further authorize reconsideration of any action taken by the City Council either at the same meeting or at the next meeting.

There were a number of actions taken at the June 11, 2014 City Council meeting in connection with the above referenced project that would be the subject of this request for reconsideration.

DISCUSSION:

At the June 11, 2014 meeting, the City Council was presented with five (5) separate items for consideration in connection with the proposed Goodman Commerce Center Specific Plan. The 5 items for consideration consisted of the following:

1. Adopt a resolution certifying the Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA);



City of Eastvale City Council Meeting Agenda Staff Report

2. Adopt a resolution approving a General Plan Amendment from High Density Residential to Light Industrial, Commercial Retail and Business Park;
3. Adopt an ordinance rescinding the Resort Specific Plan, adopting the Goodman Commerce Center Specific Plan, dated April, 2014 and adopting a Change of Zone to implement the Goodman Commerce Center Specific Plan;
4. Adopt a resolution approving Tentative Parcel Map No. 36487 for the subdivision of approximately 193 acres into five industrial parcels, two business park parcels, and one commercial parcel, subject to conditions of approval; and
5. Adopt a resolution approving Major Development Plan Review for the development of four new industrial/warehouse buildings totaling 2,714,829 square feet, subject to conditions of approval.

The foregoing items that were considered by the City Council may be collectively identified as “the entitlements”. The City Council voted to approve entitlement item No. 1, certifying the EIR, but voted to deny entitlement Nos. 2 through 5, inclusive.

The applicant for the proposed project, Tarpon Property Ownership 2, LLC has requested the City Council to reconsider its actions taken in connection with entitlement Nos. 2 through 5, inclusive. Specifically, rather than denying entitlement Nos. 2 through 5, inclusive, the applicant is requesting the City Council to consider taking the following actions:

1. Take entitlement Nos. 2 through 5, inclusive off calendar.
2. Direct City staff to meet with the applicant to present a project, pursuant to a noticed public hearing, which may be more acceptable to the City Council based upon Council comments within the next 180 days with an administrative extension of an additional 180 days if needed.

As stated above, Section 5.C. of the City Council Rules of Decorum and Procedures provide authority for a motion for reconsideration for actions taken at a prior meeting. Section 5. C. states as follows:

“C. Reconsideration: Any Councilmember who voted with the majority may move for a reconsideration of any action at the same or **next meeting.**”¹ (emphasis added)

Should the City Council consider reconsideration of their vote in connection with entitlement Nos. 2 through 5, inclusive from the June 11, 2014 City Council meeting, the following procedures would need to be followed:

¹ City of Eastvale Rules of Decorum and Procedures for the Conduct of City Council Meetings. Adopted on October 1, 2010 and Amended on July 24, 2013.



City of Eastvale

City Council Meeting Agenda

Staff Report

Step No. 1 – A Councilmember who voted with the majority at the June 11, 2014 meeting re: entitlement Nos. 2 through 5 may make a motion to reconsider the Council’s actions. Any other Councilmember may second that motion.

Step No. 2 - IF the motion for reconsideration passes, then the City Council may reconsider the vote on entitlement Nos. 2 through 5 (Staff would recommend each item separately). The change to be reconsidered would be that, rather than denial, the item is taken off calendar and direction is given to City staff to meet with the applicant to present a project which may be more acceptable to the City Council based upon Council comments within the next 180 days with an administrative extension of an additional 180 days if needed by the Planning Director or City Manager with the consent of the applicant.

Questions arise whether the Planning Commission may be involved or the current approved environmental review would be subject to revision should a revised plan be presented. Because there has not yet been proposed any revised plan, City staff does not know the answers to these questions; however, the extended time frames provided would allow adjustments.

FISCAL IMPACT:

None

ATTACHMENTS:

None

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



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

9. *CITY MANAGER'S REPORT*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

10. *STUDENT LIAISON UPDATE*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: JUNE 25, 2014

11. COUNCIL COMMUNICATIONS



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

12. *CLOSED SESSION*

There are no Closed Session items.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: JUNE 25, 2014

13. ADJOURNMENT