CITY OF EASTVALE

REGULAR COUNCIL MEETING AGENDA

Eastvale City Hall Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752
Wednesday, July 28, 2021
Regular Council Meeting: 6:00 PM

City Councilmembers
Jocelyn Yow, Mayor
Clint Lorimore, Mayor Pro Tem
Todd Rigby, Councilmember
Christian Dinco, Councilmember
Brandon Plott, Councilmember

Bryan Jones, City Manager
Erica Vega, City Attorney (Contract Legal Services)
Marc Donohue, City Clerk/Communications Director

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or direction shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the City Council after the posting of this agenda are available for review at Eastvale City Hall, 12363 Limonite Avenue, Eastvale, CA 91752 or you may contact the City Clerk's Office, at (951) 361-0900 Monday through Thursday from 7:30 a.m. to 5:30 p.m. and available online at www.eastvaleca.gov.

Members of the public can observe the meeting by viewing the live-stream atwww.eastvaleca.gov and may provide public comment by sending comments to the City Clerk's Oï¬fce by email atcityclerk@eastvaleca.gov. Staï¬€ will monitor emails to the extent possible during the meeting and provide comments as possible. All comments will be made part of the record. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Mayor's discretion to reduce time on public comment. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (951) 361-0900.

Regular meetings are recorded and made available on the City's website at www.eastvaleca.gov. Meeting recordings are uploaded to the City's website within 24 hours (unless otherwise noted) after the completion of the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. CLOSED SESSION PUBLIC COMMENT

Any member of the public may address the Council on items within the Council's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Council Members, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

4. CLOSED SESSION ITEM(S)

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. ADDITIONS/REVISIONS

The City Council may only add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the agency subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Council. If there is less than 2/3 of the Council members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of each section unless otherwise noted.

8. WORKSHOP

8.1. Eastvale 2040/Housing Element Progress Update

9. PRESENTATIONS/ANNOUNCEMENTS

9.1. Riverside County Animal Control Presentation of an Adoptable Pet
9.2. Recognition of Riverside County Sheriff's Department Captain John Morin
9.3. Introduction of New City Employees: Jessica Carlos, Office Specialist, Stella Graciano, Permit Specialist, and Cherie Webb, Office Specialist
9.4. Recognition of Finance Department for Annual Financial Report Award
9.5. Economic Development Update

10. AGENCY PARTNER UPDATES

10.1. Eastvale Library Update

11. PUBLIC COMMENT

Any member of the public may address the Council on items within the Council's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Councilmembers, City staff, or members of the audience. Blue speaker forms are

available at the front table to the entrance of Council Chambers.

12. 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. If a member of the public would like to speak on a Consent Calendar item, please complete a blue "Public Comment Form" and submit to the City Clerk prior to the item.

12.1. City Council Meeting Minutes

Submitted by: Marc A. Donohue, City Clerk/Communications Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council approve the City Council meeting minutes from the regular meeting on June 23, 2021.

12.2. Warrant Register: June 2021

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council approve the payment of warrants as submitted by the Finance Department.

12.3. Treasurer's Report: June 2021

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the City Treasurer's Report.

12.4. Planning Department Update

Submitted by: Gustavo Gonzalez, Planning Manager

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Planning Department Update.

12.5. Public Works Department Update

Submitted by: Jimmy Chung, City Engineer

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Public Works Department update.

12.6. City of Eastvale Crime Statistics – May 2021

Submitted by: Eva Terekhova, Emergency Management Specialist

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for May 2021.

12.7. Investment Policy Update
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends the City Council approve and adopt the revised administrative investment policy.

12.8. Approval of Comprehensive Cost Allocation Plan and User Fee Study Professional Services Contract with Willdan Financial Services
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve the Professional Services Agreement with Willdan Financial Services for the amount of $35,000; and
2. Authorize the City Manager to execute all necessary documents.

12.9. Funding Agreement for SB821 Bicycle and Pedestrian Facilities Program
Submitted by: Jimmy Chung, City Engineer

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve the Funding Agreement for SB821 Bicycle and Pedestrian Facilities Program with Riverside County Transportation Commission (RCTC) for the Bicycle and Pedestrian Safety Enhancement Project on Citrus St, Sumner Ave and River Rd;
2. Authorize the City Manager to execute the agreement and all necessary documents; and
3. Adopt Resolution amending the FY 21/22 Budget to include appropriations for the SB821 Grant Funding.

12.10. Award Professional Service Contract to Kimley-Horn for Local Roadway Safety Plan (LRSP) Project
Submitted by: Jimmy Chung, City Engineer

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Kimley-Horn in the amount of $55,801.10 plus a 10 percent contingency for a total dollar amount of $61,381 for Local Roadway Safety Plan (LRSP) Project; and
2. Authorize the City Manager to execute all necessary documents.

12.11. Contract Extension with Bang the Table for Online Community Engagement Software and Services (Engage Eastvale)

Submitted by: Marc A. Donohue, City Clerk/Communications Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve the contract extension with Bang the Table for Online Community Engagement Software and Services;
2. Authorize the City Manager to execute all necessary document and any future contract extensions.

12.12. City Council Regional & Committee Appointments

Submitted by: Marc A. Donohue, City Clerk/Communications Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Review the City Council Council Regional & Committee Appointments List;
2. Provide direction to staff regarding any necessary changes for appointments on list and;
3. Approve the Regional & Committee Appointments List, as revised by the City Council.

12.13. Approve Task Orders A3 and A4 in the amount of $48,900 for Kosmont Companies for Economic and Fiscal Analysis services resulting in a total aggregate contract amount of $97,750.

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve Task Orders A3 and A4 in the amount of $48,900 with Kosmont Companies for Economic and Fiscal Analysis resulting in a total aggregate contract amount of $97,750; and
2. Authorize City Manager to execute Task Orders with On-Call Professional Services vendor Kosmont Companies.

12.14. Approve Contract with Nearmap Aerial Imagery Software for a Total Contract Amount of $16,124.66

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve annual contract with Nearmap Aerial Imagery Software for an amount not to exceed $16,124.66; and
2. Authorize the City Manager to execute all necessary documents.

13. 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 Councilmember. Public comment is limited to three (3) minutes each with a maximum of six (6) minutes (time may be donated by one speaker.)

14. CITY COUNCIL BUSINESS

14.1. Sales Tax Update

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council r eceive and file the sales tax update.

14.2. Eastvale Youth Council

Submitted by: Stephanie Vasquez, Management Analyst

RECOMMENDED ACTION(S):
Staff recommends that the City Council support and encourage an Eastvale Youth Council.

14.3. Fueling Stations in Eastvale

Submitted by: Gina Gibson-Williams, Community Development Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council provide feedback on new fueling stations.

14.4. Introduce Request for Proposal for Owner's Representatives/Program Managers and Bridging Architect for Civic Center Project

Submitted by: Stephanie Vasquez, Management Analyst

RECOMMENDED ACTION(S):
Staff recommends that the City Council provide general direction for staff to produce an Request for Proposals for an Owner Representative/Program Manager and Bridging Architect with expertise and experience to help City staff expedite design and construction of key government buildings to enhance services for residents and businesses.

14.5. Repeal of Single-Family Rental Registration Program

Submitted by: Erica Vega, City Attorney

RECOMMENDED ACTION(S):
Staff recommends that the City Council introduce, read by title, and waive further

reading of the proposed Ordinance repealing the Single-Family Rental Property Registration and Crime-Free Housing Program.

14.6. Potential Implementation of Zoom at City Council & Commission Meetings
Submitted by: Marc A. Donohue, City Clerk/Communications Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council provide direction on the potential implementation of zoom at City Council & Commission meetings.

14.7. League of California Cities 2021 Annual Conference Delegate and Alternate(s)
Submitted by: Marc A. Donohue, City Clerk/Communications Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council appoint members of the City Council to serve as the City's delegate and alternate(s) at the League of California Cities' 2021 Annual Conference.

15. CITY MANAGER/CITY STAFF REPORT

16. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

17. ADJOURNMENT
The next regular meeting of the Eastvale City Council is scheduled for Wednesday, August 25, 2021, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

We champion experiences that *engage, excite,* and *elevate* our comm**UNITY**!

With our…
Kindness – selfless concern for all
Grit – passion and resilience in everything we do
Solutions-Driven – courageous, creative, and collaborative results

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall, 12363 Limonite Avenue, Suite 910 and website of the City of Eastvale (www.eastvaleca.gov,) not less than 72 hours prior to the meeting.

Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
WORKSHOP
Agenda Item No. 8.1
July 28, 2021

Eastvale 2040/Housing Element Progress Update

Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
PRESENTATIONS/ANNOUNCEMENTS
Agenda Item No. 9.1
July 28, 2021

Riverside County Animal Control Presentation of an Adoptable Pet

Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
PRESENTATIONS/ANNOUNCEMENTS
Agenda Item No. 9.2
July 28, 2021

Recognition of Riverside County Sheriff's Department Captain John Morin

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Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
PRESENTATIONS/ANNOUNCEMENTS
Agenda Item No. 9.3
July 28, 2021

Introduction of New City Employees: Jessica Carlos, Office Specialist, Stella Graciano, Permit Specialist, and Cherie Webb, Office Specialist

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Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.
Background
Not Applicable.
Environmental
Not Applicable.
Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.
Fiscal Impact
Not Applicable.
Prior City Council/Commission Action
Not Applicable.
Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
PRESENTATIONS/ANNOUNCEMENTS
Agenda Item No. 9.4
July 28, 2021

Recognition of Finance Department for Annual Financial Report Award

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Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.
Background
Not Applicable.
Environmental
Not Applicable.
Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.
Fiscal Impact
Not Applicable.
Prior City Council/Commission Action
Not Applicable.
Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
PRESENTATIONS/ANNOUNCEMENTS
Agenda Item No. 9.5
July 28, 2021

Economic Development Update

Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
AGENCY PARTNER UPDATES
Agenda Item No. 10.1
July 28, 2021

Eastvale Library Update

Prepared By:

Recommended Action(s)
Not Applicable.

Summary
Not Applicable.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A Not Applicable.

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

Attachment(s)
Not Applicable.

MINUTES
CITY OF EASTVALE

City Council Regular Meeting
Wednesday, June 23, 2021
Regular Meeting: 5:30 P.M.
Meeting Streamed via GoToWebinar

Eastvale City Council Chambers
12363 Limonite Avenue, Suite 900
Eastvale, CA 91752

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1. CALL TO ORDER

The regular meeting of the Eastvale City Council was called to order at 5:30 p.m. by Mayor Pro Tem Lorimore.

2. ROLL CALL

Present: Councilmembers Dinco, Rigby, Mayor Pro Tem Lorimore, and Mayor Yow (joined in Closed Session).

Absent:

City Staff
Present: City Manager Jones, City Attorney Vega, and City Clerk/Communications Director Donohue were present at Roll Call. Other staff members were present and responded to questions.

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEM(S)

4.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: 1 Case (James Riley Claim)

At the conclusion of closed session, City Attorney Vega stated that the City Council voted unanimously to reject the claim.

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 2 Cases

At the conclusion of closed session, City Attorney Vega stated that there was no

reportable action.

5. INVOCATION

Elder David Wisner from Calvary Chapel Eastvale offered the invocation.

6. PLEDGE OF ALLEGIANCE

Scouts from Eastvale 2017G led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Riverside County Animal Control Presentation of an Adoptable Pet

Dane Ericson, Officer at Riverside County Animal Services, made a presentation.

9. AGENCY PARTNER UPDATES – None

10. PUBLIC COMMENTS

The following individual(s) provided public comment in person:

- Keith White, Eastvale Resident

The following individual(s) provided public comment via email:

- Giselle and Fernando Pelayo, Eastvale Resident
- Michael LasCano, Eastvale Resident
- Bimal Shah, Eastvale Resident
- Vanessa Valdez, Eastvale Resident
- Wei Da, Eastvale Resident
- Lori Hammond, Eastvale Resident
- Kevin Davis, Eastvale Resident
- Julie Rust, Eastvale Resident
- Rocio, Eastvale Resident
- Alan Rubenstein, Eastvale Resident
- Sylvia Jimenez, Eastvale Resident
- Priscilla Sosa, Eastvale Resident
- Audye Salas, Eastvale Resident
- Yvonne Varela, Eastvale Resident
- Wun Sze Li, Eastvale Resident
- Irene Holguin, Eastvale Resident
- Philip Wu, Eastvale Resident

11. CONSENT CALENDAR

On motion of Mayor Pro Tem Lorimore and second by Councilmember Dinco, the City Council voted unanimously to approve Consent Calendar Items 11.1 – 11.14.

11.1 City Council Meeting Minutes

The City Council approved the City Council meeting minutes from the regular meeting on June 9, 2021.

11.2 Warrant Register: May 2021

The City Council approved the payment of warrants as submitted by the Finance Department.

11.3 Treasurer's Report: May 2021

The City Council received and filed the City Treasurer's Report.

11.4 Public Works Department Update

The City Council received and filed the Public Works Department Update.

11.5 Planning Department Update

The City Council received and filed the Planning Department Update.

11.6 City of Eastvale Crime Statistics – April 2021

The City Council received and filed the Eastvale Crime Statistics for April 2021.

11.7 The Road Repair and Accountability Act of 2017 SB 1 – Project List for FY 21/22

The City Council voted to adopt Resolution 21-23, adopting a list of projects for Fiscal Year 2021-22 funded by SB1 .

11.8 Contract Amendment for Professional Consulting Services with Interwest Consulting Group

The City Council voted to:
1. Approve the amendment to the professional services agreement between the City and Interwest Consulting Group; and
2. Authorize the City Manager to execute the amendment.

11.9 Approval of Amended and Restated Services Agreement with Econolite Systems for Traffic Signal Maintenance Services

The City Council voted to:
1. Approve the amended and restated services agreement with Econolite Systems for Traffic Signal Maintenance Services; and
2. Authorize the City Manager to execute the necessary documents.

11.10 Award of Professional Services Agreement to MCE Corporation for On-call Miscellaneous Maintenance Services

The City Council voted to:
1. Approve the professional services agreement to MCE Corporation for On-call Miscellaneous Maintenance Services; and
2. Authorize the City Manager to execute the necessary documents.

11.11 Professional Services Agreement for Redistricting Services

The City Council voted to:
1. Approve a professional services agreement with Best & Krieger for a not-to-exceed amount of $45,000 until the completion of the redistricting process; and
2. Authorize the City Manager to execute all necessary documents.

11.12 Contract Amendment to Annual Landscaping Maintenance Agreement, in the Amount of $50,000 for Fiscal Year 21-22, to Inland Empire Landscape, Inc. for Tract No. 36775 (Stratham Homes), Fire Station No's 27 & 31, and Citywide Maintenance

The City Council approved the first amendment to the Annual Landscape Maintenance Agreement with Inland Empire Landscape, Inc. and, authorized the City Manager to execute the first amendment.

11.13 Award of Professional Services Agreement to Mission Landscape for Hamner Place Landscape Maintenance Services

The City Council voted to:
1. Approve the professional services agreement with Mission Landscape for Hamner Place Landscape Maintenance Services; and
2. Authorize the City Manager to execute the necessary documents and the subsequent two one-year extensions.

11.14 2021 City Council Meeting Schedule

The City Council modified the 2021 Meeting Schedule by rescheduling the September 22, 2021 City Council meeting for September 29, 2021.

12. PUBLIC HEARINGS

12.1 Approving the Annual Report, Confirming the Diagram and Assessment, and Ordering the Levy for Landscape and Lighting Maintenance Districts and Benefit Assessment Districts for Fiscal Year 2021-22

Finance Director/City Treasurer Wells summarized the staff report and answered related questions.

Mayor Yow opened the public comment period. With no one desiring to speak on this item, Mayor Yow closed the public comment period.

On motion of Councilmember Rigby and second by Councilmember Dinco, the City Council voted to:

1. Approve and Adopt Resolution 21-24, a Resolution of the City of Eastvale, California, Approving the Annual Report, Confirming the Diagram and Assessment, and Ordering the Levy for Landscaping and Lighting Maintenance Agreement Districts No. 89-1 Consolidated, No. 2014-1, No. 2014-3, and No. 2014-4 for Fiscal Year 2021-22; and
2. Approve and Adopt Resolution 21-25, a Resolution of the City of Eastvale, California, Approving the Annual Report, Confirming the Diagram and Assessment, and Ordering the Levy for Benefit Assessment District No. 2014-2 for Fiscal Year 2021-22.

13. CITY COUNCIL BUSINESS

13.1 Adoption of the Fiscal Year 2021-2022 Annual Operating and Capital Improvement Budget

Finance Director/City Treasurer Wells presented a PowerPoint and answered related questions.

Mayor Yow opened the public comment period. With no one desiring to speak on this item, Mayor Yow closed the public comment period.

On motion of Councilmember Dinco and second by Councilmember Rigby, the City Council voted to approve and adopt the following:

1. Fiscal Year 2021-2022 Annual Operating and Capital Improvement Budget; and
2. Resolution 21-26 of the City Council of the City of Eastvale, California, Approving and Adopting the Annual Appropriations Limit Pursuant to Article XIII (B) of the California Constitution for Fiscal Year 2021-2022; and
3. Resolution 21-27 of the City Council of the City of Eastvale, California, Adopting An Operating Budget and Capital Improvement Budget for the Fiscal Year Commencing July 1, 2021 and Ending June 30, 2022, And Appropriating Funds for Purposes Therein Set Forth; and
4. Resolution 21-28 of the City Council of the City of Eastvale, California, Approving

the Commitment of Fund Balance Pursuant to GASB 54; and

5. Resolution 21-29 of the City Council of the City of Eastvale, California, Approving a Three (3) Year Schedule Of Cost Of Living (COLA) Increases for all City Employees; Adjustment of 5% Effective July 1, 2021, 2.5% Effective January 1, 2022, and 2.5% Effective January 1, 2023; and
6. Resolution 21-30 of the City of Council of the City of Eastvale, California, Establishing the Authorized Positions for the Fiscal Year 2021-2022, Effective July 1, 2021.

13.2 Approval of the Local Responsibility Area Wildland Protection Reimbursement Agreement

Fire Division Chief Veik presented a PowerPoint and answered related questions.

The following individual(s) provided public comment:

- Keith White, Eastvale Resident

On motion of Councilmember Dinco and second by Councilmember Rigby, the City Council voted to authorize the City Manager to execute an agreement with the California Department of Forestry and Fire Protection Services in an amount not to exceed $70,000 for Fire Protection Services within the local responsibility areas within the City.

13.3 Strategic Plan Update

Management Analyst Vasquez presented a PowerPoint and answered related questions.

Mayor Yow opened the public comment period. With no one desiring to speak on this item, Mayor Yow closed the public comment period.

There was a consensus to receive and file the update.

13.4 COVID-19 Update

City Manager Jones presented a PowerPoint and answered related questions.

Mayor Yow opened the public comment period. With no one desiring to speak on this item, Mayor Yow closed the public comment period.

There was a consensus to transition of out of GoToWebinar and receive and file the update.

13.5 Filling City Council Vacancy

City Attorney Vega summarized the staff report and answered related questions.

City Clerk/Communications Director Donohue drew names of the applicants at random. The City Council asked each applicant questions and each applicant provided a three minute speech.

The City Council took a two minute recess.

The following individual(s) provided public comment:

- Matthew Olson, Eastvale Resident
- Ken Fitch, Eastvale Resident
- Hari Dhiman, Eastvale Resident
- George Rife, Eastvale Resident
- Squeaker Bootsma, Eastvale Resident
- Keith White, Eastvale Resident
- Sunny Saini, Eastvale Resident

On motion of Councilmember Rigby and second by Councilmember Dinco, the City Council voted to appoint Brandon Plott to fill the District 5 Council seat until a person is elected to fill the seat at the November 2022 general municipal election.

City Clerk/Communications Director Donohue administered the Oath of Office to Brandon Plott.

14. CITY MANAGER REPORT/CITY STAFF REPORT

City Manager Jones provided an update on upcoming City events.

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

15.1 League of California Cities

No report was provided.

15.2 Southern California Association of Governments

Mayor Pro Tem Lorimore provided a report.

15.3 Western Riverside Council of Governments

Councilmember Dinco provided a report.

15.4 Riverside Transit Agency

No report was provided.

15.5 Northwest Mosquito and Vector Control District

Mayor Pro Tem Lorimore provided a report.

15.6 Riverside County Transportation Commission

No report was provided.

15.7 Western Riverside County Regional Conservation Authority

Mayor Yow provided a report.

15.8 JCSD Parks Commission

Councilmember Rigby provided a report.

15.9 Western Community Energy

No report was provided.

15.10 Finance Committee

No report was provided.

15.11 California Contract Cities Association

No report was provided.

15.12 Eastvale Schools Committee

No report was provided.

15.13 City Council Communications

No additional comments were provided.

ADJOURNMENT – Mayor Pro Tem Lorimore adjourned the regular meeting at 9:49 p.m. The next meeting of the Eastvale City Council is scheduled for Wednesday, July 28, 2021 at 6:30 p.m.

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Marc A. Donohue, MMC
City Clerk/Communications Director

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.2
July 28, 2021

Warrant Register: June 2021

Prepared By:
Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)
Staff recommends that the City Council approve the payment of warrants as submitted by the Finance Department.

Summary
The Warrant register is a list of demands of payment by the City of Eastvale for services and goods paid in the prior month. On July 20, 2021, the Finance Committee reviewed the attached list of invoices for services performed and goods purchased and have recommended the Warrant Register for payment.

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

Environmental
Not applicable.

Strategic Plan Action - Priority Level: 3 | Target #: 3 | Goal #: 6
Ensure that City revenues align with expenditures.

Fiscal Impact
Funds are available for the payment of warrants: check numbers 18678 to 18772 and wire numbers 1957 to 1973 for a total of $4,052,6278.18. Included are payroll direct deposits in the amount of

$187,304.33 (paid 06/10/2021 and 06/24/2021).

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Attachment 1 - Warrant Register: June 2021

City of Eastvale

Warrant Register

June 2021

FUND SUMMARY EXPENDITURES

06/01/2021-06/30/2021

FUND	DESCRIPTION	AMOUNT
100	GENERAL FUND	$2,302,668.96
110	STRUCTURAL FIRE FUND	$1,570,113.29
200	GAS TAX FUND	$10,348.44
205	SB1 ROAD MAINTENANCE/REHAB	$0.00
210	MEASURE A FUND	$18,688.92
220	AQMD TRUST FUND	$0.00
240	MISCELLANEOUS GRANTS FUND	$31,932.28
241	GRANT: CORONA VIRUS RELIEF FUND	$0.00
250	COMMUNITY DEVELOPMENT BLOCK GRANT	$0.00
260	SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT	$0.00
270	TUMF REIMBURSEMENT FUND	$4,132.00
290	TRANSPORTATION FACILITIES DEVELOPMENT IMPACT FEE	$0.00
292	PUBLIC FACILITIES DEVELOPMENT IMPACT FEE	$0.00
293	ROAD AND BRIDGE BENEFIT DISTRICT	$0.00
300	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 10 (FORMERLY FUND 300)	$0.00
301	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 33 (FORMERLY FUND 310)	$0.00
302	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 41 (FORMERLY FUND 320)	$0.00
303	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 79 (FORMERLY FUND 330)	$0.00
304	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 85 (FORMERLY FUND 340)	$0.00
305	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 111 (FORMERLY FUND 350)	$0.00
306	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 115 (FORMERLY FUND 360)	$0.00
307	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 116 (FORMERLY FUND 370)	$0.00
308	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 147 (FORMERLY FUND 380)	$0.00
309	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 151 (FORMERLY FUND 390)	$0.00
310	LANDSCAPE MAINTENANCE DISTRICT 89-1 ZONE 156 (FORMERLY FUND 400)	$0.00
311	BENEFIT ASSESSMENT DISTRICT 2014-2 (FORMERLY FUND 410)	$0.00
312	LANDSCAPE MAINTENANCE DISTRICT 2014-1 (FORMERLY FUND 420)	$0.00
313	LANDSCAPE MAINTENANCE DISTRICT 2014-3 (FORMERLY FUND 430)	$0.00
314	LANDSCAPE MAINTENANCE DISTRICT 2014-4 (FORMERLY FUND 440)	$0.00
315	CLOVERDALE CFD	$0.00
400	CFD 2017-1 GOODMAN (FORMERLY LLMD 89-1 ZONE 156)	$0.00
401	CFD 2017-2 SENDERO	$355.66
402	CFD 2020-1 HAMNER CIVIC CENTER	$0.00
500	DEBT SERVICE FUND	$0.00
600	CAPITAL PROJECTS FUND	$112,304.89
800	AGENCY FUND	$2,082.74
		$4,052,627.18

Legend

FUND-DEPARTMENT-ACCOUNT
100 - 200 - 6376

Accounts Payable

Check Detail

User: mtorres
Printed: 07/01/2021 - 9:37AM

Check Number	Check Date			Amount
AME001 - AMERICAN FIDELITY ASSURANCE CO Line Item Account				
1957	06/23/2021			
Inv 6003513				
Line Item Date	Line Item Description		Line Item Account	
05/31/2021	FLEXIBLE SPENDING ACCOUNT/MAY 2021		100-000-2079	462.48
Inv 6003513 Total				462.48
1957 Total:				462.48
AME001 - AMERICAN FIDELITY ASSURANCE CO Total:				462.48
AME002 - AMERICAN FORENSIC NURSES Line Item Account 100-400-6457				
18678	06/09/2021			
Inv 74580				
Line Item Date	Line Item Description		Line Item Account	
05/15/2021	BLOOD DRAWS/11550/MAY 2021		100-400-6457	110.00
Inv 74580 Total				110.00
Inv 74581				
Line Item Date	Line Item Description		Line Item Account	
05/15/2021	BLOOD DRAWS/23152/MAY 2021		100-400-6457	55.00
Inv 74581 Total				55.00
18678 Total:				165.00
AME002 - AMERICAN FORENSIC NURSES Total:				165.00
AMT001 - AM-TEC TOTAL SECURITY, INC Line Item Account				
18679	06/09/2021			
Inv 617389				
Line Item Date	Line Item Description		Line Item Account	
05/24/2021	SECURITY SYSTEM/CITY HALL/06.01.21-08.31.21		100-295-6310	91.50
Inv 617389 Total				91.50
18679 Total:				91.50

AMT001 - AM-TEC TOTAL SECURITY, INC Total: 91.50

ARE001 - ARELLANO, JEREMIAS Line Item Account

18680 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-310-6376	40.00

Inv JUN2021 Total 40.00

18680 Total: 40.00

18734 06/23/2021

Inv EXAMJUN2021

Line Item Date	Line Item Description	Line Item Account	
06/22/2021	REIMB/J.ARELLANO/CASP FEE EXAM 06.16.2021	100-000-2326	400.00

Inv EXAMJUN2021 Total 400.00

18734 Total: 400.00

ARE001 - ARELLANO, JEREMIAS Total: 440.00

BER002 - TORRES, MAGGIE BERGANZA Line Item Account

18730 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-210-6376	40.00

Inv JUN2021 Total 40.00

18730 Total: 40.00

BER002 - TORRES, MAGGIE BERGANZA Total: 40.00

BIO001 - BIO-TOX LABORATORIES INC Line Item Account 100-400-6457

18681 06/09/2021

Inv 41204

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	BLOOD DRAWS/11550/APR 2021	100-400-6457	306.00

Inv 41204 Total 306.00

Inv 41205

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	BLOOD DRAWS/23152/APR 2021	100-400-6457	498.00

Inv 41205 Total 498.00

18681 Total: 804.00

BIO001 - BIO-TOX LABORATORIES INC Total: 804.00

BMW001 - BMW MOTORCYCLES OF RIVERSIDE, RIDE ON POWERSPORTS INC Line Item Account

18735 06/23/2021

Inv 6027258

Line Item Date	Line Item Description	Line Item Account	
05/11/2021	MOTORCYCLE#2/MAINT-PARTS/MAY 2021	100-400-6332	228.26
05/11/2021	MOTORCYCLE#2/MAINT/MAY 2021	100-400-6332	162.50

Inv 6027258 Total 390.76

Inv 6027414

Line Item Date	Line Item Description	Line Item Account	
05/28/2021	MOTORCYCLE#2/MAINT/MAY 2021	100-400-6332	133.00
05/28/2021	MOTORCYCLE#2/MAINT-PARTS/MAY 2021	100-400-6332	102.36

Inv 6027414 Total 235.36

18735 Total: 626.12

BMW001 - BMW MOTORCYCLES OF RIVERSIDE, RIDE ON POWERSPORTS INC Total: 626.12

BOO001 - BOOTSMA, IKE Line Item Account

18682 06/09/2021

Inv REFCR10824883

Line Item Date	Line Item Description	Line Item Account	
06/07/2021	REF-ELECTION CANDIDATE STATEMENT/CR10824883	100-000-4391	222.62

Inv REFCR10824883 Total 222.62

18682 Total: 222.62

BOO001 - BOOTSMA, IKE Total: 222.62

BOR001 - BORGDEN DALE D., CALIFORNIA AWARDS & ADVERTISING SPECIALTIES Line Item Account

18683 06/09/2021

Inv 20518-29

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	ACRYLIC AWARD/I.BOOTSMA	100-120-6590	76.07

Inv 20518-29 Total 76.07

Inv 212805

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	NAME BADGE/PLATE/CES/J.MARQUEZ	100-330-6590	21.48

Inv 212805 Total 21.48

18683 Total: 97.55

BOR001 - BORGDEN DALE D., CALIFORNIA AWARDS & ADVERTISING SPECIALTIES Total: 97.55

BUR001 - BURKE, WILLIAMS & SORENSEN, LLP Line Item Account

18684 06/09/2021

Inv 268430

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	GENERAL/LEGAL SVCS/APR 2021	100-301-6420	3,780.00

Inv 268430 Total 3,780.00

18684 Total: 3,780.00

BUR001 - BURKE, WILLIAMS & SORENSEN, LLP Total: 3,780.00

CAL006 - CALPERS HEALTH Line Item Account

1958 06/23/2021

Inv JUN2021-NONPERS

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	HEALTH INSURANCE PREMIUMS/JUNE 2021 NON-PERS	100-000-2066	4,949.38
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 NON-PERS	100-100-6157	11.88

Inv JUN2021-NONPERS Total 4,961.26

Inv JUN2021-PERS

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-120-6157	3.22
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-220-6157	1.61
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-301-6157	4.48
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-200-6157	9.44
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-260-6157	1.61
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-320-6157	11.15
06/24/2021	HEALTH INSURANCE PREMIUMS/JUNE 2021 PERS	100-000-2066	21,315.50
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-310-6157	8.39
06/24/2021	HEALTH INSURANCE PREMIUMS/JUNE 2021 PERS-	100-000-2066	1,741.58
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-300-6157	1.61
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-330-6157	9.00
06/24/2021	HEALTH INSURANCE PREMIUMS/JUNE 2021 PERS	100-000-2066	-669.84
06/24/2021	HEALTH INSURANCE ADMIN FEES/JUNE 2021 PERS	100-210-6157	3.22

Inv JUN2021-PERS Total 22,440.97

Inv MAY2021-NONPERS

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021-NONPERS	100-100-6157	11.88
05/27/2021	HEALTH INSURANCE PREMIUMS/MAY 2021-NONPERS	100-000-2066	4,949.38

Inv MAY2021-NONPERS Total 4,961.26

Inv MAY2021-PERS

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-260-6157	1.61
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-330-6157	9.00
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-200-6157	9.44
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-301-6157	4.48
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-220-6157	1.61
05/27/2021	HEALTH INSURANCE PREMIUMS/MAY 2021 PERS	100-000-2066	1,741.58
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-310-6157	8.39
05/27/2021	HEALTH INSURANCE PREMIUMS/MAY 2021 PERS	100-000-2066	19,975.75
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-320-6157	7.94
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-120-6157	4.82
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-210-6157	3.22
05/27/2021	HEALTH INSURANCE ADMIN FEES/MAY 2021 PERS	100-300-6157	1.61

Inv MAY2021-PERS Total 21,769.45

1958 Total: 54,132.94

CAL006 - CALPERS HEALTH Total: 54,132.94

CAL007 - CALPERS RETIREMENT Line Item Account 100-000-2070

1959 06/23/2021

Inv 100000016435746

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	ARREARS CONTRIBUTIONS-E. NORRIS	100-290-6130	30,545.05

Inv 100000016435746 Total 30,545.05

Inv 100000016435870

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	ARREARS CONTRIBUTIONS-A. MONTOYA	100-290-6130	7,164.50

Inv 100000016435870 Total 7,164.50

Inv 100000016435880

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	ARREARS CONTRIBUTIONS-G. MURILLO	100-290-6130	46,353.52

Inv 100000016435880 Total 46,353.52

Inv 457-05.27.2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	PR 05.27.2021 CALPERS 457 DEFERRAL	100-000-2071	3,957.38

Inv 457-05.27.2021 Total 3,957.38

Inv 457-06.10.2021

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	PR 06.10.2021 CALPERS 457 DEFERRAL	100-000-2071	3,967.09

Inv 457-06.10.2021 Total 3,967.09

Inv 457-06.24.2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	PR 06.24.2021 CALPERS 457 DEFERRAL	100-000-2071	3,957.37

Inv 457-06.24.2021 Total 3,957.37

Inv PERS-05.27.2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	PR 05.27.2021 CALPERS PEPRA EMPLOYER	100-000-2069	5,676.64
05/27/2021	PERS 05.27.2021 CALPERS CLASSIC EMPLOYEE	100-000-2069	2,590.69
05/27/2021	PR 05.27.2021 CALPERS SURVIVOR BENEFIT	100-000-2069	36.63
05/27/2021	PR 05.27.2021 CALPERS PEPRA EMPLOYEE	100-000-2069	4,955.69
05/27/2021	PR 05.27.2021 CALPERS CLASSIC EMPLOYER	100-000-2069	3,254.63

Inv PERS-05.27.2021 Total 16,514.28

Inv PERS-06.10.2021

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	PR 06.10.2021 CALPERS PEPRA EMPLOYEE-PR CORRECTION	100-000-2069	6.24
06/10/2021	PR 06.10.2021 CALPERS CLASSIC EMPLOYER	100-000-2069	3,075.07
06/10/2021	PR 06.10.2021 CALPERS SURVIVOR BENEFIT	100-000-2069	37.74
06/10/2021	PR 06.10.2021 CALPERS PEPRA EMPLOYEE	100-000-2069	5,103.09
06/10/2021	PR 06.10.2021 CALPERS CLASSIC EMPLOYEE	100-000-2069	2,447.75
06/10/2021	PR 06.10.2021 CALPERS PEPRA EMPLOYER	100-000-2069	5,845.48
06/10/2021	PR 06.10.2021 CALPERS PEPRA EMPLOYER-PR CORRECTION	100-000-2069	7.14

Inv PERS-06.10.2021 Total 16,522.51

Inv PERS-06.24.2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	PR 06.24.2021 CALPERS SURVIVOR BENEFIT	100-000-2069	36.63
06/24/2021	PR 06.24.2021 CALPERS CLASSIC EMPLOYER	100-000-2069	2,892.88
06/24/2021	PR 06.24.2021 CALPERS PEPRA EMPLOYER	100-000-2069	5,766.83
06/24/2021	PR 06.24.2021 CALPERS PEPRA EMPLOYEE	100-000-2069	5,034.43
06/24/2021	PR 06.24.2021 CALPERS CLASSIC EMPLOYEE	100-000-2069	2,302.73

Inv PERS-06.24.2021 Total 16,033.50

1959 Total: 145,015.20

CAL007 - CALPERS RETIREMENT Total: 145,015.20

CAL008 - CALPERS FISCAL SERVICES DIVISION Line Item Account 100-220-6150

Check Number	Check Date			Amount
1960	06/23/2021			
Inv	FY20-21			
Line Item Date	Line Item Description		Line Item Account	
06/15/2021	FY 20-21 ANNUAL DETERMINED CONTRIBUTION/CERBT PF		100-290-6195	42,800.00
Inv FY20-21 Total				42,800.00
1960 Total:				42,800.00
CAL008 - CALPERS FISCAL SERVICES DIVISION Total:				42,800.00
CAL014 - CALIFORNIA STATE CONTROLLER, BETTY T. YEE Line Item Account 100-210-6480				
18736	06/23/2021			
Inv	FY20-21-CONF			
Line Item Date	Line Item Description		Line Item Account	
06/23/2021	AUDIT CONFIRMATION FEE/FY 20-21		100-210-6480	150.00
Inv FY20-21-CONF Total				150.00
18736 Total:				150.00
CAL014 - CALIFORNIA STATE CONTROLLER, BETTY T. YEE Total:				150.00
CAM001 - CAMPBELL, JOHN Line Item Account				
18685	06/09/2021			
Inv	JUN2021			
Line Item Date	Line Item Description		Line Item Account	
06/02/2021	EASTVALE LOGO AND NAME/CES/J.MARQUEZ		100-330-6170	75.00
Inv JUN2021 Total				75.00
18685 Total:				75.00
CAM001 - CAMPBELL, JOHN Total:				75.00
CAS001 - CASH Line Item Account				
18737	06/23/2021			
Inv	PC02.02.2021			
Line Item Date	Line Item Description		Line Item Account	
02/02/2021	REIMB/S.VASQUEZ/REFRESHMENTS/STRATEGIC PLAN WK		100-200-6240	35.90
Inv PC02.02.2021 Total				35.90
Inv	PC02.09.2021			
Line Item Date	Line Item Description		Line Item Account	
02/09/2021	REIMB/C.DEHESA/PRINTER INK		100-330-6510	38.78
Inv PC02.09.2021 Total				38.78

Inv PC02.16.2021

Line Item Date	Line Item Description	Line Item Account	
02/16/2021	REIMB/J.TERFEHR/CAR WASH/VEHICLE #6-LEAF	100-330-6332	7.99

Inv PC02.16.2021 Total 7.99

Inv PC03.15.2021

Line Item Date	Line Item Description	Line Item Account	
03/15/2021	REIMB/J.ALVARADO/LIVE SCAN/DEPUTY CITY CLERK/K.L(	100-220-6490	20.00

Inv PC03.15.2021 Total 20.00

Inv PC03.25.2021

Line Item Date	Line Item Description	Line Item Account	
03/25/2021	REMIB/C.DEHESA/VEHICLE BOOSTER CABLES	100-330-6590	32.31

Inv PC03.25.2021 Total 32.31

Inv PC04.22.2021

Line Item Date	Line Item Description	Line Item Account	
04/22/2021	LIVE SCAN/ASST ENG/G.MAYORQUIN	100-220-6490	35.00
04/22/2021	LIVE SCAN/CUSTODIAN OF RECORDS/M.MEJIA	100-220-6490	35.00

Inv PC04.22.2021 Total 70.00

Inv PC05.04.2021

Line Item Date	Line Item Description	Line Item Account	
05/04/2021	REIMB/S.MACKENZIE/BATTERY/LEAF #7	100-330-6332	9.69

Inv PC05.04.2021 Total 9.69

Inv PC05.05.2021

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	REIMB/B.CLARK/OFFICE EQUIPMENT/CES	100-330-6590	10.76
05/05/2021	REIMB/J.TERFEHR/CAR WASH/VEHICLE #6-LEAF	100-330-6332	7.99

Inv PC05.05.2021 Total 18.75

Inv PC05.17.2021

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	REIMB/B.CLARK/CAR WASH/VEHICLE #2-COLORADO	100-330-6332	7.99

Inv PC05.17.2021 Total 7.99

Inv PC05.19.2021

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	LIVE SCAN/CES/J.MARQUEZ	100-220-6490	35.00
05/19/2021	REIMB/A.ZEPADA/REFRESHMENTS/CES OFFICER INTERVIE	100-220-6490	11.55

Inv PC05.19.2021 Total 46.55

Inv PC05.24.2021

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	REIMB/J.TERFEHR/CAR WASH/VEHICLE #6-LEAF	100-330-6332	7.99

Inv PC05.24.2021 Total 7.99

Inv PC05.25.2021

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	REIMB/M.TAPIA/(5) KEYS/ALTFILLISCH	100-290-6490	16.05

Inv PC05.25.2021 Total 16.05

Inv PC06.15.2021

Line Item Date	Line Item Description	Line Item Account	
06/15/2021	LIVE SCAN/PERMIT SPECIALIST/BLDG	100-220-6490	35.00

Inv PC06.15.2021 Total 35.00

Inv PC06.17.2021

Line Item Date	Line Item Description	Line Item Account	
06/17/2021	REIMB/M.MEJIA/BUS CARDS/J.MARQUEZ	100-330-6510	14.54
06/17/2021	REIMB/S.VASQUEZ/WATER/BREAKROOM	100-290-6590	11.22
06/17/2021	REIMB/M.MEJIA/BUS CARDS/H.CIRILLO	100-400-6510	14.51
06/17/2021	REIMB/V.CASTRO/SHIPPING MILITARY BANNER	100-290-6490	24.09
06/17/2021	REIMB/M.MEJIA/REFRESHMENTS/PMT SPEC INTERVIEW	100-220-6490	10.17
06/17/2021	REIMB/M.MEJIA/BUS CARDS/M.TAPIA	100-210-6510	14.54
06/17/2021	REIMB/M.MEJIA/BUS CARDS/H.LANEY	100-300-6510	14.54
06/17/2021	REIMB/M.MEJIA/BUS CARDS/K.MENSEN	100-300-6510	14.54
06/17/2021	REIMB/M.MEJIA/BUS CARDS/M.ROCHELLE	100-300-6510	14.54

Inv PC06.17.2021 Total 132.69

Inv PC06.22.2021

Line Item Date	Line Item Description	Line Item Account	
06/22/2021	REIMB/J.COOPER/REFRESHMENTS/PASSPORT DAY/06.12.21	100-120-6240	24.97

Inv PC06.22.2021 Total 24.97

18737 Total: 504.66

CAS001 - CASH Total: 504.66

CAS002 - CASTRO, VALERIE Line Item Account

18686 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-200-6376	40.00

Inv JUN2021 Total 40.00

18686 Total: 40.00

18738 06/23/2021

Inv EXPRPTMAY2021

Line Item Date	Line Item Description	Line Item Account	
06/08/2021	V.CASTRO/EXPRPT-REIM/BUS LUNCH MTG-B.JONES/M.DO	100-200-6240	41.81
06/08/2021	V.CASTRO/EXPRPT-REIM/ERC SUPPLIES	100-220-6235	8.60

Inv EXPRPTMAY2021 Total 50.41

18738 Total: 50.41

CAS002 - CASTRO, VALERIE Total: 90.41

CHA002 - CHARTER COMMUNICATIONS HOLDINGS LLC Line Item Account

1961 06/23/2021

Inv 0229512060821

Line Item Date	Line Item Description	Line Item Account	
06/08/2021	INTERNET SVCS/ALTFILLISCH/06.08.21-07.07.21	100-290-6376	114.98

Inv 0229512060821 Total 114.98

1961 Total: 114.98

CHA002 - CHARTER COMMUNICATIONS HOLDINGS LLC Total: 114.98

CHO001 - CHOI, YURHI Line Item Account

18687 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-500-6376	40.00

Inv JUN2021 Total 40.00

18687 Total: 40.00

CHO001 - CHOI, YURHI Total: 40.00

COC001 - COCHRAN, MELISSA Line Item Account

18688 06/09/2021

Inv REFCR10825046

Line Item Date	Line Item Description	Line Item Account	
06/07/2021	REF-ELECTION CANDIDATE STATEMENT/CR10825046	100-000-4391	229.42

Inv REFCR10825046 Total 229.42

18688 Total:				229.42
COC001 - COCHRAN, MELISSA Total:				229.42
COM006 - COMMUNITY WORKS DESIGN GROUP, LLC Line Item Account				
18739	06/23/2021			
Inv	210424			
Line Item Date	Line Item Description		Line Item Account	
05/14/2021	LIMONITE AVE LANDSCAPE CONCEPTUAL PLAN DEVELOI		200-510-6695	5,473.50
Inv 210424 Total				5,473.50
18739 Total:				5,473.50
COM006 - COMMUNITY WORKS DESIGN GROUP, LLC Total:				5,473.50
COO001 - COOPER, JESSICA Line Item Account				
18689	06/09/2021			
Inv	JUN2021			
Line Item Date	Line Item Description		Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021		100-120-6376	40.00
Inv JUN2021 Total				40.00
18689 Total:				40.00
COO001 - COOPER, JESSICA Total:				40.00
COR001 - CORONA-NORCO UNIFIED SCHOOL DISTRICT Line Item Account 100-400-6468				
18690	06/09/2021			
Inv	210269			
Line Item Date	Line Item Description		Line Item Account	
05/14/2021	ERHS-SCHOOL RESOURCE OFFICER/02.11.21-03.10.21		100-400-6465	7,058.40
Inv 210269 Total				7,058.40
Inv	210286			
Line Item Date	Line Item Description		Line Item Account	
05/20/2021	CROSSING GUARD/04.18.21-05.01.21		100-440-6468	4,816.20
Inv 210286 Total				4,816.20
18690 Total:				11,874.60
18740	06/23/2021			

Inv 210328

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	CROSSING GUARD/05.02.21-05.15.21	100-440-6468	4,892.98

Inv 210328 Total 4,892.98

Inv 210329

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	ERHS-SCHOOL RESOURCE OFFICER/03.11.21-04.07.21	100-400-6465	6,643.20

Inv 210329 Total 6,643.20

18740 Total: 11,536.18

COR001 - CORONA-NORCO UNIFIED SCHOOL DISTRICT Total: 23,410.78

COV001 - COVERALL NORTH AMERICA, INC Line Item Account 100-295-6460

18741 06/23/2021

Inv 1260187822

Line Item Date	Line Item Description	Line Item Account	
06/30/2021	CLEANING SVCS/C.H./JUN 2021	100-295-6460	800.00
06/30/2021	CLEANING SVCS/ALTFILLISCH/JUN 2021	100-295-6460	214.00

Inv 1260187822 Total 1,014.00

18741 Total: 1,014.00

COV001 - COVERALL NORTH AMERICA, INC Total: 1,014.00

CSG001 - CSG CONSULTANTS, INC Line Item Account

18693 06/09/2021

Inv 36579

Line Item Date	Line Item Description	Line Item Account	
05/14/2021	PROF CES SVCS/STAFF AUGMENTATION/APR 2021	100-330-6490	2,700.00

Inv 36579 Total 2,700.00

18693 Total: 2,700.00

18742 06/23/2021

Inv 37165

Line Item Date	Line Item Description	Line Item Account	
06/11/2021	PROF CES SVCS/STAFF AUGMENTATION/MAY 2021	100-330-6490	14,400.00

Inv 37165 Total 14,400.00

18742 Total: 14,400.00

CSG001 - CSG CONSULTANTS, INC Total: 17,100.00

DAL001 - DALMACIO, APRYLE Line Item Account

18743 06/23/2021

Inv 7

Line Item Date	Line Item Description	Line Item Account	
06/19/2021	MUSICAL ARTIST/EATSVALE EVENT	100-301-6422	150.00

Inv 7 Total 150.00

18743 Total: 150.00

DAL001 - DALMACIO, APRYLE Total: 150.00

DEG002 - LISELLE REGUEIRO DEGRAVE, DEGRAVE COMMUNICATIONS, INC. Line Item Account

18712 06/09/2021

Inv 401

Line Item Date	Line Item Description	Line Item Account	
05/31/2021	COMMUNICATIONS MASTER PLAN/TOPLINE FINDNGS MEI	100-260-6495	750.00
05/31/2021	COMMUNICATIONS MASTER PLAN/IN-DEPTH INTERVIEWS	100-260-6495	3,000.00

Inv 401 Total 3,750.00

18712 Total: 3,750.00

DEG002 - LISELLE REGUEIRO DEGRAVE, DEGRAVE COMMUNICATIONS, INC. Total: 3,750.00

DEK001 - DEKRA-LITE INDUSTRIES INC Line Item Account

18694 06/09/2021

Inv ARINV013922

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	MILITARY BANNERS-INSTALLATION, REMOVALS/MAY 202	100-200-6490	1,049.16

Inv ARINV013922 Total 1,049.16

18694 Total: 1,049.16

18744 06/23/2021

Inv ARINV013984

Line Item Date	Line Item Description	Line Item Account	
06/14/2021	MILITARY BANNERS-INSTALLATION, REMOVALS/JUN 2021	100-200-6490	2,195.24

Inv ARINV013984 Total 2,195.24

18744 Total: 2,195.24

DEK001 - DEKRA-LITE INDUSTRIES INC Total: 3,244.40

DIN002 - DINCO, CHRISTIAN Line Item Account
18695 06/09/2021
Inv REFCR10825043

Line Item Date	Line Item Description	Line Item Account	
06/07/2021	REF-ELECTION CANDIDATE STATEMENT/CR10825043	100-000-4391	229.42

Inv REFCR10825043 Total 229.42

18695 Total: 229.42

DIN002 - DINCO, CHRISTIAN Total: 229.42

DIR001 - DIRECTV LLC Line Item Account
1962 06/23/2021
Inv 028867081X21061

Line Item Date	Line Item Description	Line Item Account	
06/11/2021	FS 21/CABLE/06.10.21-07.09.21	110-420-6375	118.98

Inv 028867081X21061 Total 118.98

1962 Total: 118.98

DIR001 - DIRECTV LLC Total: 118.98

DMS001 - DMS BUILDING MAINTENANCE INC Line Item Account
18746 06/23/2021
Inv 33710

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	BUILDING MAINT-C.H./06.02.21	100-295-6310	721.20

Inv 33710 Total 721.20

18746 Total: 721.20

DMS001 - DMS BUILDING MAINTENANCE INC Total: 721.20

DOJ001 - DEPARTMENT OF JUSTICE Line Item Account 100-400-6457
18745 06/23/2021
Inv 511471

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	BLOOD DRAWS/23152/APR 2021	100-400-6457	140.00

Inv 511471 Total 140.00

Inv 515536

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	FINGERPRINTS/MAY 2021	100-400-6490	49.00

Inv 515536 Total 49.00

18745 Total: 189.00

DOJ001 - DEPARTMENT OF JUSTICE Total: 189.00

DON001 - DONOHUE, MARC Line Item Account

18696 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-120-6376	40.00

Inv JUN2021 Total 40.00

18696 Total: 40.00

DON001 - DONOHUE, MARC Total: 40.00

ECO002 - ECONOLITE SYSTEMS, INC Line Item Account

18697 06/09/2021

Inv 33510

Line Item Date	Line Item Description	Line Item Account	
01/31/2021	MCCAIN CONTROLLER AND SOFTWARE/EASTVALE GATEV	210-510-6660	4,386.50

Inv 33510 Total 4,386.50

18697 Total: 4,386.50

ECO002 - ECONOLITE SYSTEMS, INC Total: 4,386.50

EDD001 - EMPLOYMENT DEVELOPMENT DEPARTMENT Line Item Account

1963 06/23/2021

Inv PR-05.27.2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	PR 05.27.2021 STATE UNEMPLOYMENT INSURANCE	100-000-2055	110.71
05/27/2021	PR 05.27.2021 STATE INCOME TAX	100-000-2052	5,542.12
05/27/2021	PR 05.27.2021 STATE EMPLOYEE TRAINING TAX	100-000-2054	3.35

Inv PR-05.27.2021 Total 5,656.18

Inv PR-06.10.2021

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	PR-06.10.2021 STATE UNEMPLOYMENT INSURANCE-PR COI	100-000-2055	1.52
06/10/2021	PR-06.10.2021 STATE UNEMPLOYMENT INSURANCE	100-000-2055	97.34

06/10/2021	PR-06.10.2021 STATE EMPLOYEE TRAINING TAX-PR CORRE(	100-000-2054	0.05
06/10/2021	PR-06.10.2021 STATE INCOME TAX	100-000-2052	5,637.54
06/10/2021	PR-06.10.2021 STATE EMPLOYEE TRAINING TAX	100-000-2054	2.95
Inv PR-06.10.2021 Total			5,739.40

Inv PR-06.24.2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	PR-06.24.2021 STATE EMPLOYEE TRAINING TAX	100-000-2054	3.00
06/24/2021	PR-06.24.2021 STATE INCOME TAX	100-000-2052	5,497.78
06/24/2021	PR-06.24.2021 STATE UNEMPLOYMENT INSURANCE	100-000-2055	98.86
Inv PR-06.24.2021 Total			5,599.64

1963 Total: 16,995.22

EDD001 - EMPLOYMENT DEVELOPMENT DEPARTMENT Total: 16,995.22

ELA001 - ELAN FINANCIAL SVCS/ CORPORATE PYMT SYSTEMS, U.S.BANK NATIONAL ASSOC Line Item Account

1964 06/23/2021

Inv DONOHU052021-01

Line Item Date	Line Item Description	Line Item Account	
05/01/2021	CC STAFF LUNCH-PASSPORT DAY/05.01.21	100-120-6240	37.23
Inv DONOHU052021-01 Total			37.23

Inv DONOHU052021-02

Line Item Date	Line Item Description	Line Item Account	
05/02/2021	CC OFFICE SUPPL/CITY CLERK	100-120-6510	474.31
Inv DONOHU052021-02 Total			474.31

Inv DONOHU052021-03

Line Item Date	Line Item Description	Line Item Account	
05/02/2021	CC ZOOM WEB SVCS-MTGS/CITY CLERK/MAY 2021	100-240-6490	14.99
Inv DONOHU052021-03 Total			14.99

Inv DONOHU052021-04

Line Item Date	Line Item Description	Line Item Account	
05/01/2021	CC OFFICE FURNITURE/CITY CLERK	100-120-6590	189.64
Inv DONOHU052021-04 Total			189.64

Inv DONOHU052021-05

Line Item Date	Line Item Description	Line Item Account	
05/03/2021	CC POSTAGE-PASSPORT/05.03.21	100-120-6514	15.90
Inv DONOHU052021-05 Total			15.90

Inv DONOHU052021-06

Line Item Date	Line Item Description	Line Item Account	
05/03/2021	CC POSTAGE-PASSPORT/05.03.21	100-120-6514	15.90

Inv DONOHU052021-06 Total 15.90

Inv DONOHU052021-07

Line Item Date	Line Item Description	Line Item Account	
05/03/2021	CC POSTAGE-PASSPORT/05.03.21	100-120-6514	15.90

Inv DONOHU052021-07 Total 15.90

Inv DONOHU052021-08

Line Item Date	Line Item Description	Line Item Account	
05/03/2021	CC POSTAGE-PASSPORT/05.03.21	100-120-6514	55.40

Inv DONOHU052021-08 Total 55.40

Inv DONOHU052021-09

Line Item Date	Line Item Description	Line Item Account	
05/04/2021	CC POSTAGE-PASSPORT/05.04.21	100-120-6514	7.95

Inv DONOHU052021-09 Total 7.95

Inv DONOHU052021-10

Line Item Date	Line Item Description	Line Item Account	
05/04/2021	CC POSTAGE-PASSPORT/05.04.21	100-120-6514	7.95

Inv DONOHU052021-10 Total 7.95

Inv DONOHU052021-11

Line Item Date	Line Item Description	Line Item Account	
05/04/2021	CC SERVICE FEE/PURCHASE OF RECORDED DOCUMENT	100-120-6590	0.23

Inv DONOHU052021-11 Total 0.23

Inv DONOHU052021-12

Line Item Date	Line Item Description	Line Item Account	
05/04/2021	CC PURCHASE OF RECORDED DOCUMENT	100-120-6590	10.00

Inv DONOHU052021-12 Total 10.00

Inv DONOHU052021-13

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	CC POSTAGE-PASSPORT/05.05.21	100-120-6514	7.95

Inv DONOHU052021-13 Total 7.95

Inv DONOHU052021-14

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	CC POSTAGE-PASSPORT/05.05.21	100-120-6514	7.95

Inv DONOHU052021-14 Total 7.95

Inv DONOHU052021-15

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	CC OFFICE SUPPLIES/CITY CLERK	100-120-6510	46.50

Inv DONOHU052021-15 Total 46.50

Inv DONOHU052021-16

Line Item Date	Line Item Description	Line Item Account	
05/06/2021	CC POSTAGE-PASSPORT/05.06.21	100-120-6514	15.90

Inv DONOHU052021-16 Total 15.90

Inv DONOHU052021-17

Line Item Date	Line Item Description	Line Item Account	
05/06/2021	CC POSTAGE-PASSPORT/05.06.21	100-120-6514	7.95

Inv DONOHU052021-17 Total 7.95

Inv DONOHU052021-18

Line Item Date	Line Item Description	Line Item Account	
05/06/2021	CC K.LOPEZ/IIMC ANNUAL MBSHP/CITY CLERK	100-120-6428	140.00

Inv DONOHU052021-18 Total 140.00

Inv DONOHU052021-19

Line Item Date	Line Item Description	Line Item Account	
05/06/2021	CC ONLINE HR ESSENTIALS COURSE/TAD	100-220-6230	999.00

Inv DONOHU052021-19 Total 999.00

Inv DONOHU052021-20

Line Item Date	Line Item Description	Line Item Account	
05/06/2021	CC CITY SHIRT/TALENT AND SPECIAL PROJ MGR	100-220-6510	35.00
05/06/2021	CC CITY SHIRT/ASSISTANT ENGINEER	100-320-6510	35.00

Inv DONOHU052021-20 Total 70.00

Inv DONOHU052021-21

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	CC POSTAGE-PASSPORT/05.10.21	100-120-6514	15.90

Inv DONOHU052021-21 Total 15.90

Inv DONOHU052021-22

Line Item Date	Line Item Description	Line Item Account	
05/11/2021	CC POSTAGE-PASSPORT/05.11.21	100-120-6514	15.90

Inv DONOHU052021-22 Total 15.90

Inv DONOHU052021-23

Line Item Date	Line Item Description	Line Item Account	
05/12/2021	CC POSTAGE-PASSPORT/05.12.21	100-120-6514	7.95

Inv DONOHU052021-23 Total 7.95

Inv DONOHU052021-24

Line Item Date	Line Item Description	Line Item Account	
05/12/2021	CC OFFICE SUPPL/CITY CLERK	100-120-6510	4.31

Inv DONOHU052021-24 Total 4.31

Inv DONOHU052021-25

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	CC DINNER-CITY COUNCIL MTG/05.12.21	100-100-6240	118.53

Inv DONOHU052021-25 Total 118.53

Inv DONOHU052021-26

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	CC POSTAGE-PASSPORT/05.13.21	100-120-6514	7.95

Inv DONOHU052021-26 Total 7.95

Inv DONOHU052021-27

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	CC POSTAGE-PASSPORT/05.13.21	100-120-6514	7.95

Inv DONOHU052021-27 Total 7.95

Inv DONOHU052021-28

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	CC POSTAGE-PASSPORT/05.13.21	100-120-6514	15.90

Inv DONOHU052021-28 Total 15.90

Inv DONOHU052021-29

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	CC POSTAGE-PASSPORT/05.17.21	100-120-6514	7.95

Inv DONOHU052021-29 Total 7.95

Inv DONOHU052021-30

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	CC POSTAGE-PASSPORT/05.17.21	100-120-6514	7.95

Inv DONOHU052021-30 Total 7.95

Inv DONOHU052021-31

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	CC SHUTTERSTOCK SUB/COMMUNICATIONS/MAY 2021	100-120-6415	29.00

Inv DONOHU052021-31 Total 29.00

Inv DONOHU052021-32

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CC POSTAGE-PASSPORT/05.18.21	100-120-6514	15.90

Inv DONOHU052021-32 Total 15.90

Inv DONOHU052021-33

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC POSTAGE-PASSPORT/05.19.21	100-120-6514	15.90

Inv DONOHU052021-33 Total 15.90

Inv DONOHU052021-34

Line Item Date	Line Item Description	Line Item Account	
05/20/2021	CC POSTAGE-PASSPORT/05.20.21	100-120-6514	15.90

Inv DONOHU052021-34 Total 15.90

Inv DONOHU052021-35

Line Item Date	Line Item Description	Line Item Account	
05/21/2021	CC STRENGTH ASSESSMENT/J.MARQUEZ	100-220-6230	49.99

Inv DONOHU052021-35 Total 49.99

Inv DONOHU052021-36

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC POSTAGE-PASSPORT/05.24.21	100-120-6514	7.95

Inv DONOHU052021-36 Total 7.95

Inv DONOHU052021-37

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC CONSTANT CONTACT SUB/EASTVALE WEEKLY/COMM/	100-260-6220	90.25

Inv DONOHU052021-37 Total 90.25

Inv DONOHU052021-38

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC POSTAGE-PASSPORT/05.25.21	100-120-6514	15.90

Inv DONOHU052021-38 Total 15.90

Inv DONOHU052021-39

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	CC POSTAGE-PASSPORT/05.26.21	100-120-6514	15.90

Inv DONOHU052021-39 Total 15.90

Inv DONOHU052021-40

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	CC DINNER-COUNCIL MTG/05.26.21	100-100-6240	99.13

Inv DONOHU052021-40 Total 99.13

Inv DONOHU052021-41

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	CC POSTAGE-PASSPORT/05.27.21	100-120-6514	7.95

Inv DONOHU052021-41 Total 7.95

Inv DONOHU052021-42

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	CC FRAMES/CITY MAYOR AND COUNCIL WALL	100-100-6510	51.69

Inv DONOHU052021-42 Total 51.69

Inv DONOHU052021-43

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CC POSTAGE-PASSPORT/06.01.21	100-120-6514	15.90

Inv DONOHU052021-43 Total 15.90

Inv DONOHU052021-44

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CC POSTAGE-PASSPORT/06.01.21	100-120-6514	26.35

Inv DONOHU052021-44 Total 26.35

Inv DONOHU052021-45

Line Item Date	Line Item Description	Line Item Account	
06/02/2021	CC FACEBOOK-SOCIAL MEDIA BOOST/COMMUNICATIONS	100-260-6415	25.00

Inv DONOHU052021-45 Total 25.00

Inv GIBSON052021-01

Line Item Date	Line Item Description	Line Item Account	
05/03/2021	CC COMPUTER EQUIPMENT/CDD	100-301-6590	269.35

Inv GIBSON052021-01 Total 269.35

Inv GIBSON052021-02

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	CC PRINT-SUMNER PLACE BLUEPRINT/CDD	100-301-6416	17.32

Inv GIBSON052021-02 Total 17.32

Inv GIBSON052021-03

Line Item Date	Line Item Description	Line Item Account	
05/06/2021	CC EATSVALE WOODEN LETTERS/EATSVALE EVENT	100-301-6590	1,074.47

Check Number	Check Date			Amount
05/06/2021		CC SHIPPING-EATSVALE WOODEN LETTERS/EATSVALE EV	100-301-6590	280.00
Inv GIBSON052021-03 Total				1,354.47
Inv GIBSON052021-04				
Line Item Date	Line Item Description		Line Item Account	
05/07/2021		CC PORTA POTTY AND HANDWASHING STATION RENTALS/	100-301-6490	1,431.28
Inv GIBSON052021-04 Total				1,431.28
Inv GIBSON052021-05				
Line Item Date	Line Item Description		Line Item Account	
05/10/2021		CC JANITORIAL SUPPL/C.H.	100-295-6520	61.52
Inv GIBSON052021-05 Total				61.52
Inv GIBSON052021-06				
Line Item Date	Line Item Description		Line Item Account	
05/10/2021		CC PICNIC TABLES/EATSVALE EVENT	100-301-6415	1,284.38
Inv GIBSON052021-06 Total				1,284.38
Inv GIBSON052021-07				
Line Item Date	Line Item Description		Line Item Account	
05/12/2021		CC THE PRESS-ENTERPRIS/CDD/MAY 2021	100-301-6220	14.00
Inv GIBSON052021-07 Total				14.00
Inv GIBSON052021-08				
Line Item Date	Line Item Description		Line Item Account	
05/13/2021		CC BANNER/EATSVALE EVENT	100-301-6415	328.64
05/13/2021		CC SHIPPING-BANNER/EATSVALE EVENT	100-301-6415	12.00
Inv GIBSON052021-08 Total				340.64
Inv GIBSON052021-09				
Line Item Date	Line Item Description		Line Item Account	
05/14/2021		CC BANNER/EATSVALE EVENT	100-301-6415	103.44
Inv GIBSON052021-09 Total				103.44
Inv GIBSON052021-10				
Line Item Date	Line Item Description		Line Item Account	
05/14/2021		CC IKE BOOTSMA-BANNER	100-200-6415	103.44
Inv GIBSON052021-10 Total				103.44
Inv GIBSON052021-11				
Line Item Date	Line Item Description		Line Item Account	
05/17/2021		CC JANITORIAL SUPPL/C.H.	100-295-6520	56.27
Inv GIBSON052021-11 Total				56.27

Inv GIBSON052021-12

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CC FLAGS AND POLES-ALTFILLISCH/EATSVALE EVENT	100-301-6590	61.99

Inv GIBSON052021-12 Total 61.99

Inv GIBSON052021-13

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CC GOTO WEBINAR SUB/MAY 2021	100-240-6490	249.00

Inv GIBSON052021-13 Total 249.00

Inv GIBSON052021-14

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC BUS LUNCH-CES OFFICER INTERVIEWS/05.18.21	100-220-6240	55.46

Inv GIBSON052021-14 Total 55.46

Inv GIBSON052021-15

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC COSTAR SUB/COMM DEV/MAY 2021	100-301-6422	395.00

Inv GIBSON052021-15 Total 395.00

Inv GIBSON052021-16

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC EATSVALES EVENT SUPPLIES	100-301-6590	22.58

Inv GIBSON052021-16 Total 22.58

Inv GIBSON052021-17

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC EATSVALE EVENT SUPPLIES	100-301-6590	21.44

Inv GIBSON052021-17 Total 21.44

Inv GIBSON052021-18

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC EATSVALE EVENT SUPPLIES	100-301-6590	5.90

Inv GIBSON052021-18 Total 5.90

Inv GIBSON052021-19

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC EATSVALE EVENT SUPPLIES	100-301-6590	168.83

Inv GIBSON052021-19 Total 168.83

Inv GIBSON052021-20

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
05/20/2021		CC EATSVALE EVENT SUPPLIES	100-301-6590	33.80
Inv GIBSON052021-20 Total				33.80
Inv GIBSON052021-21				
Line Item Date		Line Item Description	Line Item Account	
05/21/2021		CC COMPUTER EQUIPMENT/CDD	100-301-6590	193.93
Inv GIBSON052021-21 Total				193.93
Inv GIBSON052021-22				
Line Item Date		Line Item Description	Line Item Account	
05/21/2021		CC EATSVALE EVENT SUPPLIES	100-301-6415	831.80
Inv GIBSON052021-22 Total				831.80
Inv GIBSON052021-23				
Line Item Date		Line Item Description	Line Item Account	
05/21/2021		CC EATSVALE EVENT PERMIT FEES	100-301-6480	1,222.00
Inv GIBSON052021-23 Total				1,222.00
Inv GIBSON052021-24				
Line Item Date		Line Item Description	Line Item Account	
05/21/2021		CC EATSVALE EVENT/COUNTY OF RIVERSIDE FEE	100-301-6480	28.96
Inv GIBSON052021-24 Total				28.96
Inv GIBSON052021-25				
Line Item Date		Line Item Description	Line Item Account	
05/21/2021		CC EATSVALE EVENT SUPPLIES	100-301-6590	3.20
Inv GIBSON052021-25 Total				3.20
Inv GIBSON052021-26				
Line Item Date		Line Item Description	Line Item Account	
05/24/2021		CC EATSVALE EVENT SUPPLIES	100-301-6590	227.05
Inv GIBSON052021-26 Total				227.05
Inv GIBSON052021-27				
Line Item Date		Line Item Description	Line Item Account	
05/24/2021		CC EATSVALE EVENT SUPPLIES	100-301-6590	29.07
Inv GIBSON052021-27 Total				29.07
Inv GIBSON052021-28				
Line Item Date		Line Item Description	Line Item Account	
05/24/2021		CC EATSVALE EVENT SUPPLIES	100-301-6590	8.89
Inv GIBSON052021-28 Total				8.89

Inv GIBSON052021-29

Line Item Date	Line Item Description	Line Item Account	
05/31/2021	CC MRKTG MBSHP/G.GIBSON/CDD/MAY 2021	100-301-6428	51.99

Inv GIBSON052021-29 Total 51.99

Inv JONES052021-01

Line Item Date	Line Item Description	Line Item Account	
05/09/2021	CC SHIPPING-BOOK/C.H./B.JONES	100-200-6510	5.99
05/09/2021	CC BOOK/C.H./B.JONES	100-200-6510	22.00

Inv JONES052021-01 Total 27.99

Inv JONES052021-02

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC REGIONAL LUNCH MTG/B.JONES, A.ZELINKA	100-200-6240	38.25
05/24/2021	CC TIP-REGIONAL LUNCH MTG/B.JONES, A.ZELINKA	100-200-6240	6.39

Inv JONES052021-02 Total 44.64

Inv JONES052021-03

Line Item Date	Line Item Description	Line Item Account	
05/28/2021	CC PARKING-REVENUE NEUTRALITY MTG/05.28.21	100-200-6245	4.25

Inv JONES052021-03 Total 4.25

Inv JONES052021-04

Line Item Date	Line Item Description	Line Item Account	
05/28/2021	CC BUS LUNCH-REVENUE NEUTRALITY MTG/05.28.21	100-200-6240	100.44

Inv JONES052021-04 Total 100.44

Inv TERFEH052021-01

Line Item Date	Line Item Description	Line Item Account	
05/03/2021	CC VEHICLE MAINT/COLORADO#2/LEAF#7/CES	100-330-6332	203.88

Inv TERFEH052021-01 Total 203.88

Inv TERFEH052021-02

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	CC LABOR-VEHICLE MAINT/COLORADO#1/CES	100-330-6332	20.00
05/10/2021	CC VEHICLE MAINT/COLORADO#1/CES	100-330-6332	52.80

Inv TERFEH052021-02 Total 72.80

Inv TERFEH052021-03

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	CC WAITWHILE-APPOINTMENT PORTAL/C.H./MAY 2021	100-290-6490	71.55

Inv TERFEH052021-03 Total 71.55

Inv TERFEH052021-04

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	CC CAR WASH-SILVERADO#5/CES	100-330-6332	7.99

Inv TERFEH052021-04 Total 7.99

Inv TERFEH052021-05

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC UNIFORM/CES/J.MARQUEZ	100-330-6170	172.36

Inv TERFEH052021-05 Total 172.36

Inv TERFEH052021-06

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC INK-VEHICLE PRINTERS/CES	100-330-6590	321.05

Inv TERFEH052021-06 Total 321.05

Inv TERFEH052021-07

Line Item Date	Line Item Description	Line Item Account	
05/29/2021	CC SHIPPING-FS27/FOOD BLENDER	110-420-6590	3.99
05/29/2021	CC FS27/FOOD BLENDER	110-420-6590	108.05

Inv TERFEH052021-07 Total 112.04

Inv TERFEH052021-08

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CC VEHICLE MAINT/LEAF#7/CES	100-330-6332	143.28
06/01/2021	CC LABOR-VEHICLE MAINT/LEAF#7/CES	100-330-6332	16.74

Inv TERFEH052021-08 Total 160.02

Inv WELLS052021-01

Line Item Date	Line Item Description	Line Item Account	
05/16/2021	CC MICROSOFT OFFICE/VISIO LICENSE-M.RAMIREZ/MAY 2	100-240-6412	15.00

Inv WELLS052021-01 Total 15.00

Inv WELLS052021-02

Line Item Date	Line Item Description	Line Item Account	
05/16/2021	CC MICROSOFT OFFICE/EMAIL SUPPORT/MAY 2021	100-240-6412	164.00

Inv WELLS052021-02 Total 164.00

Inv WELLS052021-03

Line Item Date	Line Item Description	Line Item Account	
05/16/2021	CC MICROSOFT OFFICE/NEW LICENSE & ACCT UPGRADES	100-240-6412	188.00

Inv WELLS052021-03 Total 188.00

Inv WELLS052021-04

Line Item Date	Line Item Description	Line Item Account	
05/15/2021	CC MICROSOFT OFFICE/FULL SUPPORT/MAY 2021	100-240-6412	660.00

Inv WELLS052021-04 Total 660.00

Inv WELLS052021-05

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC CREDIT-FS SUPPLIES/BLDG MAINT	110-295-6310	-18.24

Inv WELLS052021-05 Total -18.24

Inv WELLS052021-06

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC LUNCH-INTERVIEW PANEL/CES OFFICER INTERVIEW	100-310-6240	108.45

Inv WELLS052021-06 Total 108.45

Inv WELLS052021-07

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC JANITORIAL SUPPL/C.H.	100-295-6520	55.46

Inv WELLS052021-07 Total 55.46

Inv WELLS052021-08

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	CC FS27&31/BUILDING MAINT	110-420-6590	1,345.72
05/24/2021	CC FS27&31/SUPPLIES	110-420-6590	737.94

Inv WELLS052021-08 Total 2,083.66

Inv WELLS052021-09

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	CC MONTHLY ZOOM CHRGS/MAY 2021	100-240-6490	14.99

Inv WELLS052021-09 Total 14.99

Inv WELLS052021-10

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC JANITORIAL SUPPL/C.H.	100-295-6520	61.38

Inv WELLS052021-10 Total 61.38

Inv WELLS052021-11

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	CC JANITORIAL SUPPL/C.H.	100-295-6520	19.38

Inv WELLS052021-11 Total 19.38

Inv WELLS052021-12

Line Item Date	Line Item Description	Line Item Account

05/26/2021	CC JANITORIAL SUPPL/C.H.	100-295-6520	32.32
Inv WELLS052021-12 Total			32.32

Inv WELLS052021-13

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC FS27&31/SUPPLIES	110-420-6590	96.94
Inv WELLS052021-13 Total			96.94

Inv WELLS052021-14

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC FS27&31/SUPPLIES	110-420-6590	26.61
Inv WELLS052021-14 Total			26.61

Inv WELLS052021-15

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC FS27&31/SUPPLIES	110-420-6590	967.60
Inv WELLS052021-15 Total			967.60

Inv WELLS052021-16

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	CC FS27&31/SUPPLIES	110-420-6590	268.11
Inv WELLS052021-16 Total			268.11

Inv WELLS052021-17

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	CC LUNCH-INTERVIEW PANEL/PERMIT SPECIALIST INTER\	100-220-6240	13.57
Inv WELLS052021-17 Total			13.57

Inv WELLS052021-18

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	CC LUNCH-INTERVIEW PANEL/PERMIT SPECIALIST INTER\	100-220-6240	35.40
Inv WELLS052021-18 Total			35.40

1964 Total:			17,572.29
ELA001 - ELAN FINANCIAL SVCS/ CORPORATE PYMT SYSTEMS, U.S.BANK NATIONAL ASSOC Total:			17,572.29

FIR005 - FIREFLY EVENTS INC Line Item Account

18698 06/09/2021

Inv 2441

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	CITY OF EASTVALE-TEAM BUILDING EVENT/07.22.2021	100-000-1300	2,500.00

Inv 2441 Total 2,500.00

18698 Total: 2,500.00

FIR005 - FIREFLY EVENTS INC Total: 2,500.00

FRA005 - FRANQUEZ, DAVID & MARIBEL Line Item Account

18699 06/09/2021

Inv REFCR10827027

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	REF/PWE1-1010/PROJ COMPLETE/10827027/01.21.21	800-000-2307	500.00

Inv REFCR10827027 Total 500.00

18699 Total: 500.00

FRA005 - FRANQUEZ, DAVID & MARIBEL Total: 500.00

GAS001 - SOCALGAS Line Item Account

1965 06/23/2021

Inv ALT-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	ALTFILLISCH/GAS SVCS/04.14.21-05.13.21	100-295-6374	14.30

Inv ALT-APR2021 Total 14.30

Inv FS27-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	FS 27/GAS SVCS/04.14.21-05.13.21	110-420-6374	237.37

Inv FS27-APR2021 Total 237.37

Inv FS31-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/14/2021	FS 31/GAS SVCS/04.13.21-05.12.21	110-420-6374	104.88

Inv FS31-APR2021 Total 104.88

1965 Total: 356.55

GAS001 - SOCALGAS Total: 356.55

GIB002 - GIBSON-WILLIAMS, GINA Line Item Account

18700 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-301-6376	40.00

Inv JUN2021 Total 40.00

18700 Total: 40.00

GIB002 - GIBSON-WILLIAMS, GINA Total: 40.00

GON003 - GONZALEZ, GUSTAVO Line Item Account
18701 06/09/2021
Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-300-6376	40.00

Inv JUN2021 Total 40.00

18701 Total: 40.00

GON003 - GONZALEZ, GUSTAVO Total: 40.00

GRA004 - GRANICUS, LLC Line Item Account
18747 06/23/2021
Inv 140708

Line Item Date	Line Item Description	Line Item Account	
06/15/2021	GOVACCESS/CITY WEBSITE/07.15.21-10.14.21	100-240-6412	1,861.59

Inv 140708 Total 1,861.59

18747 Total: 1,861.59

GRA004 - GRANICUS, LLC Total: 1,861.59

GUO001 - GUO, JUANLING Line Item Account
18748 06/23/2021
Inv REFCR10824277

Line Item Date	Line Item Description	Line Item Account	
06/21/2021	REF/PMT20-10666/PROJECT COMPELETED/10824277/06.11.20	800-000-2305	1,582.74

Inv REFCR10824277 Total 1,582.74

18748 Total: 1,582.74

GUO001 - GUO, JUANLING Total: 1,582.74

GUT001 - GUTIERREZ, RAUL Line Item Account
18702 06/09/2021

Inv REFCR10824887

Line Item Date	Line Item Description	Line Item Account	
06/07/2021	REF-ELECTION CANDIDATE STATEMENT/CR10824887	100-000-4391	222.62

Inv REFCR10824887 Total 222.62

18702 Total: 222.62

GUT001 - GUTIERREZ, RAUL Total: 222.62

HER004 - HERNANDEZ DE LA HOYA, LUIS Line Item Account

18703 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-210-6376	40.00

Inv JUN2021 Total 40.00

18703 Total: 40.00

HER004 - HERNANDEZ DE LA HOYA, LUIS Total: 40.00

HIN001 - HINDERLITER, DE LLAMAS & ASSOCIATES Line Item Account

18750 06/23/2021

Inv SIN009100

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	AUDIT SVCS/SALES TAX Q4, 2020	100-210-6490	688.52
06/03/2021	SALES TAX 4TH QTR	100-210-6490	1,489.79

Inv SIN009100 Total 2,178.31

18750 Total: 2,178.31

HIN001 - HINDERLITER, DE LLAMAS & ASSOCIATES Total: 2,178.31

HTR001 - HENRY O. ACOSTA, H TRAILERS OF CALIFORNIA Line Item Account

18749 06/23/2021

Inv 06.10.21

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	2ND AXLE ELECTRIC BRAKE/DUMP TRAILER	600-400-6610	210.11
06/10/2021	CALIFORNIA STATE DOCUMENT FEE	600-400-6610	80.00
06/10/2021	DUMP TRAILER/SET-LAW ENFORCEMENT AND CITY USE/I	600-400-6610	4,517.14
06/10/2021	REGISTRATION FEE	600-400-6610	43.00

Inv 06.10.21 Total 4,850.25

18749 Total: 4,850.25

HTR001 - HENRY O. ACOSTA, H TRAILERS OF CALIFORNIA Total: 4,850.25

IBR001 - IB REPROGRAPHICS, INLAND BLUEPRINT INC Line Item Account

18704 06/09/2021

Inv 4414

Line Item Date	Line Item Description	Line Item Account	
05/11/2021	RECORDS TRANSFER TO ALTFILLISCH/CITY CLERK	100-120-6495	646.50

Inv 4414 Total 646.50

Inv 4437

Line Item Date	Line Item Description	Line Item Account	
05/13/2021	STORAGE FEE/APR 2021	100-290-6474	64.65

Inv 4437 Total 64.65

18704 Total: 711.15

IBR001 - IB REPROGRAPHICS, INLAND BLUEPRINT INC Total: 711.15

IMA001 - IMAGE SOURCE, COPIER SOURCE INC Line Item Account

18705 06/09/2021

Inv 25AR1276355

Line Item Date	Line Item Description	Line Item Account	
05/11/2021	COPIER MAINT/REPAIR-ALTFILLISCH/04.11.21-05.10.21	100-290-6342	56.30

Inv 25AR1276355 Total 56.30

18705 Total: 56.30

18751 06/23/2021

Inv 25AR1289421

Line Item Date	Line Item Description	Line Item Account	
06/09/2021	COPIER MAINT/REPAIR-ALTFILLISCH/05.11.21-06.10.21	100-290-6342	56.00

Inv 25AR1289421 Total 56.00

Inv 25AR1290132

Line Item Date	Line Item Description	Line Item Account	
06/11/2021	COPIER #2&3 MAINT/REPAIR-C.H./05.11.21-06.10.21	100-290-6342	665.52

Inv 25AR1290132 Total 665.52

18751 Total: 721.52

IMA001 - IMAGE SOURCE, COPIER SOURCE INC Total: 777.82

INL003 - INLAND OVERHEAD DOOR COMPANY, GMAT, INC Line Item Account

18752 06/23/2021

Inv 46882

Line Item Date	Line Item Description	Line Item Account	
05/28/2021	FS31-GATE MAINT/05.27.21	110-295-6310	384.00
Inv 46882 Total			384.00
18752 Total:			384.00
INL003 - INLAND OVERHEAD DOOR COMPANY, GMAT, INC Total:			384.00

INT004 - INTERWEST CONSULTING GROUP, INC Line Item Account

18706 06/09/2021

Inv 69397

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	(1) LAPTOP/APR 2021	100-240-6590	1,771.69
05/27/2021	(1) DISPLAY PORT AND CABLE/APR 2021	100-240-6590	207.50
05/27/2021	GEN CITY ADMIN/ IT SUPPORT APR 2021	100-240-6412	10,000.00
05/27/2021	(1) MONITOR STAND /APR 2021	100-240-6590	51.54
05/27/2021	(1) MONITOR STAND /APR 2021	100-240-6590	41.20
05/27/2021	(5) CABLES/APR 2021	100-240-6590	40.90
Inv 69397 Total			12,112.83

Inv 69398

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	FRONT COUNTER SVCS-BUILDING/A.MUNGUIA/APR 2021	100-310-6490	2,141.40
05/27/2021	FRONT COUNTER SVCS-FINANCE/A.MUNGUIA/APR 2021	100-210-6490	4,996.60
Inv 69398 Total			7,138.00
18706 Total:			19,250.83
INT004 - INTERWEST CONSULTING GROUP, INC Total:			19,250.83

IRS001 - INTERNAL REVENUE SERVICE Line Item Account

1966 06/23/2021

Inv PR-05.27.2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	PR 05.27.2021 MEDICARE EMPLOYER PORTION	100-000-2061	1,799.06
05/27/2021	PR 05.27.2021 MEDICARE EMPLOYEE PORTION	100-000-2061	1,799.06
05/27/2021	PR 05.27.2021 FEDERAL INCOME TAX	100-000-2033	13,264.03
Inv PR-05.27.2021 Total			16,862.15

Inv PR-06.10.2021

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	PR-06.10.2021 MEDICARE EMPLOYER PORTION-PR CORREC	100-000-2061	12.94

06/10/2021	PR-06.10.2021 MEDICARE EMPLOYEE PORTION	100-000-2061	1,859.46
06/10/2021	PR-06.10.2021 FEDERAL INCOME TAX	100-000-2033	13,347.32
06/10/2021	PR-06.10.2021 MEDICARE EMPLOYEE PORTION-PR CORREC	100-000-2061	12.94
06/10/2021	PR-06.10.2021 MEDICARE EMPLOYER PORTION	100-000-2061	1,859.46
Inv PR-06.10.2021 Total			17,092.12

Inv PR-06.24.2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	PR-06.24.2021 MEDICARE EMPLOYER PORTION	100-000-2061	1,801.52
06/24/2021	PR-06.24.2021 FEDERAL INCOME TAX	100-000-2033	12,648.13
06/24/2021	PR-06.24.2021 MEDICARE EMPLOYEE PORTION	100-000-2061	1,801.52
Inv PR-06.24.2021 Total			16,251.17
1966 Total:			50,205.44
IRS001 - INTERNAL REVENUE SERVICE Total:			50,205.44

J&M001 - J&M APPLIANCE INC Line Item Account

18753 06/23/2021

Inv 231506

Line Item Date	Line Item Description	Line Item Account	
04/20/2021	FS27-DRYER MAINT/04.27.21	110-295-6310	149.00
Inv 231506 Total			149.00
18753 Total:			149.00
J&M001 - J&M APPLIANCE INC Total:			149.00

JCS001 - JCSD Line Item Account

1967 06/23/2021

Inv 37923-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/12/2021	FS 27/WATER IRRIG SVC/04.05.21-05.02.21	110-420-6378	92.46
Inv 37923-APR2021 Total			92.46

Inv 37924-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/12/2021	FS 27/WATER SEWER BLDG SVC/04.05.21-05.02.21	110-420-6378	604.82
Inv 37924-APR2021 Total			604.82

Inv 37925-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/12/2021	FS 27/WATER IRRIG SVC/04.05.21-05.02.21	110-420-6378	32.90
Inv 37925-APR2021 Total			32.90

Inv 39227-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/12/2021	ALTFILLISCH/WATER SVC/04.05.21-05.02.21	100-295-6378	292.06

Inv 39227-APR2021 Total 292.06

Inv 42563-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	FS 31/WATER IRRIG SVC/04.12.21-05.09.21	110-420-6378	113.66

Inv 42563-APR2021 Total 113.66

Inv 42564-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	FS 31/WATER SEWER BLDG SVC/04.12.21-05.09.21	110-420-6378	530.74

Inv 42564-APR2021 Total 530.74

Inv 42658-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	FS 31/WATER SEWER BLDG SVC/04.12.21-05.09.21	110-420-6378	32.90

Inv 42658-APR2021 Total 32.90

Inv 43871-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/19/2021	PKWY IRRIG/LIMONITE & HARRISON/04.12.21-05.09.21	401-295-6378	355.66

Inv 43871-APR2021 Total 355.66

1967 Total: 2,055.20

JCS001 - JCSD Total: 2,055.20

JIV001 - JIVE COMMUNICATIONS INC Line Item Account

18707 06/09/2021

Inv IN7100464879

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	TELEPHONE SVCS/C.H./JUN 2021	100-295-6378	1,247.63

Inv IN7100464879 Total 1,247.63

18707 Total: 1,247.63

JIV001 - JIVE COMMUNICATIONS INC Total: 1,247.63

JON002 - JONES, BRYAN D Line Item Account

18708 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-200-6376	100.00

Inv JUN2021 Total 100.00

18708 Total: 100.00

JON002 - JONES, BRYAN D Total: 100.00

JPW001 - JPW COMMUNICATIONS, LLC Line Item Account

18709 06/09/2021

Inv 2026

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	EASTVALE ECONOMIC DEV & BUSINESS ATTRACTION WEI	100-301-6490	4,900.00

Inv 2026 Total 4,900.00

18709 Total: 4,900.00

JPW001 - JPW COMMUNICATIONS, LLC Total: 4,900.00

KIM004 - KIM, DAHI Line Item Account

18710 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-500-6376	40.00

Inv JUN2021 Total 40.00

18710 Total: 40.00

KIM004 - KIM, DAHI Total: 40.00

KOA001 - KOA CORPORATION Line Item Account

18754 06/23/2021

Inv JC16057-2

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	ENGINEERING PLAN REVIEW-HOMESTEAD ROUNDABOUT	200-510-6690	1,257.50

Inv JC16057-2 Total 1,257.50

18754 Total: 1,257.50

KOA001 - KOA CORPORATION Total: 1,257.50

LIM001 - LIM, ALLEN RITHY Line Item Account

18711 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-300-6376	40.00
Inv JUN2021 Total			40.00
18711 Total:			40.00
LIM001 - LIM, ALLEN RITHY Total:			40.00

LOC001 - LOCAL GOVERNMENT PUBLICATIONS, JAMES A LONGTIN Line Item Account

18755 06/23/2021

Inv 21-220

Line Item Date	Line Item Description	Line Item Account	
03/19/2021	LONGTIN'S CALIFORNIA LAND USE 2D/2021	100-301-6220	138.56
03/19/2021	POSTAGE-LONGTIN'S CALIFORNIA LAND USE 2D/2021	100-301-6220	5.00
Inv 21-220 Total			143.56
18755 Total:			143.56
LOC001 - LOCAL GOVERNMENT PUBLICATIONS, JAMES A LONGTIN Total:			143.56

MAD001 - MADANI, BASHAR Line Item Account

18713 06/09/2021

Inv REFCR10824880

Line Item Date	Line Item Description	Line Item Account	
06/07/2021	REF-ELECTION CANDIDATE STATEMENT/CR10824880	100-000-4391	229.42
Inv REFCR10824880 Total			229.42
18713 Total:			229.42
MAD001 - MADANI, BASHAR Total:			229.42

MAR005 - MEJIA, MARICELA Line Item Account

18714 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-220-6376	40.00
Inv JUN2021 Total			40.00
18714 Total:			40.00

MAR005 - MEJIA, MARICELA Total: 40.00

MCC001 - MUNICIPAL CODE CORPORATION Line Item Account

18757 06/23/2021

Inv 00358977

Line Item Date	Line Item Description	Line Item Account	
06/08/2021	ADMIN SUPPORT FEE/JUN 1, 2021-MAY 31, 2022	100-120-6495	450.00

Inv 00358977 Total 450.00

18757 Total: 450.00

MCC001 - MUNICIPAL CODE CORPORATION Total: 450.00

MIC003 - MICHAEL BAKER INTERNATIONAL INC Line Item Account

18715 06/09/2021

Inv 1113951

Line Item Date	Line Item Description	Line Item Account	
04/22/2021	PLANNING DEPT MAR 2021	100-300-6431	1,020.00
04/22/2021	FIRE SVC MAR 2021	100-300-6431	3,625.00

Inv 1113951 Total 4,645.00

Inv 1113952

Line Item Date	Line Item Description	Line Item Account	
04/22/2021	DEVELOPER PROJ-PLNG DEV MAR 2021	100-300-6433	17,708.00

Inv 1113952 Total 17,708.00

Inv 1113953

Line Item Date	Line Item Description	Line Item Account	
04/22/2021	DEV PROJ-BLDG DEPT PERMITS MAR 2021	100-300-6433	1,216.25

Inv 1113953 Total 1,216.25

18715 Total: 23,569.25

18756 06/23/2021

Inv 1109828

Line Item Date	Line Item Description	Line Item Account	
03/05/2021	EASTVALE 2040-GENERAL PLAN SVCS/FEB 2021	600-290-6426	41,122.44
03/05/2021	EASTVALE 2040-GENERAL PLAN SVCS/FEB 2021	240-290-6426	4,617.50

Inv 1109828 Total 45,739.94

Inv 1112630

Line Item Date	Line Item Description	Line Item Account	
04/09/2021	EASTVALE 2040-GENERAL PLAN SVCS/APR 2021	240-290-6426	6,087.50
04/09/2021	EASTVALE 2040-GENERAL PLAN SVCS/APR 2021	600-290-6426	35,480.50

Inv 1112630 Total 41,568.00

Inv 1115329

Line Item Date	Line Item Description	Line Item Account	
05/05/2021	EASTVALE 2040-GENERAL PLAN SVCS/MAY 2021	600-290-6426	30,851.70
05/05/2021	EASTVALE 2040-GENERAL PLAN SVCS/MAY 2021	240-290-6426	10,902.28

Inv 1115329 Total 41,753.98

Inv 1115634

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	PLANNING DEPT APR 2021	100-300-6431	870.00
05/10/2021	FIRE SVC APR 2021	100-300-6431	390.00

Inv 1115634 Total 1,260.00

Inv 1115635

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	DEVELOPER PROJ-PLNG DEV APR 2021	100-300-6433	14,260.75

Inv 1115635 Total 14,260.75

Inv 1115636

Line Item Date	Line Item Description	Line Item Account	
05/10/2021	DEV PROJ-BLDG DEP PERMITS APR 2021	100-300-6433	2,432.50

Inv 1115636 Total 2,432.50

18756 Total: 147,015.17

MIC003 - MICHAEL BAKER INTERNATIONAL INC Total: 170,584.42

NAT006 - NATIONWIDE COST RECOVERY SERVICES, LLC Line Item Account

18716 06/09/2021

Inv EVM95-A

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	FORECLOSURE RES PROP/MAY 2021	100-330-6490	437.60

Inv EVM95-A Total 437.60

18716 Total: 437.60

NAT006 - NATIONWIDE COST RECOVERY SERVICES, LLC Total: 437.60

NFP001 - NATIONAL FIRE PROTECTION ASSOCIATION Line Item Account

18758 06/23/2021

Inv DE6-NFTY-1XX

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
	06/23/2021	N.CRAGUN/NFPA MBSHP FY21-22/FIRE	110-420-6428	175.00
	Inv DE6-NFTY-1XX Total			175.00
18758 Total:				175.00
NFP001 - NATIONAL FIRE PROTECTION ASSOCIATION Total:				175.00

ORK001 - ORKIN SERVICES OF CALIFORNIA INC Line Item Account

18759 06/23/2021

Inv 209918935

Line Item Date	Line Item Description	Line Item Account	
04/20/2021	PEST CONTROL SVCS/C.H./04.20.21	100-295-6310	155.02
Inv 209918935 Total			155.02

Inv 209919455

Line Item Date	Line Item Description	Line Item Account	
04/28/2021	PEST CONTROL SVCS/ALTFILLISCH/04.28.21	100-295-6310	226.00
Inv 209919455 Total			226.00

Inv 209919456

Line Item Date	Line Item Description	Line Item Account	
04/19/2021	PEST CONTROL SVCS/ALTFILLISCH/04.19.21	100-295-6310	226.00
Inv 209919456 Total			226.00

Inv 209919579

Line Item Date	Line Item Description	Line Item Account	
04/23/2021	FS27/PEST CONTROL SVC/04.23.21	110-420-6310	154.00
Inv 209919579 Total			154.00

Inv 209919580

Line Item Date	Line Item Description	Line Item Account	
04/23/2021	FS31/PEST CONTROL SVC/04.23.21	110-420-6310	134.00
Inv 209919580 Total			134.00

Inv 211015649

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	PEST CONTROL SVCS/C.H./05.25.21	100-295-6310	155.02
Inv 211015649 Total			155.02

Inv 211016149

Line Item Date	Line Item Description	Line Item Account	
05/04/2021	PEST CONTROL SVCS/ALTFILLISCH/05.04.21	100-295-6310	226.00

Check Number	Check Date			Amount
Inv 211016149 Total				226.00
Inv 211016150				
Line Item Date	Line Item Description		Line Item Account	
05/18/2021	PEST CONTROL SVCS/ALTFILLISCH/05.18.21		100-295-6310	226.00
Inv 211016150 Total				226.00
Inv 211016280				
Line Item Date	Line Item Description		Line Item Account	
05/25/2021	FS27/PEST CONTROL SVC/05.25.21		110-420-6310	154.00
Inv 211016280 Total				154.00
Inv 211016281				
Line Item Date	Line Item Description		Line Item Account	
05/25/2021	FS31/PEST CONTROL SVC/05.25.21		110-420-6310	134.00
Inv 211016281 Total				134.00
Inv 212112758				
Line Item Date	Line Item Description		Line Item Account	
06/16/2021	PEST CONTROL SVCS/C.H./06.16.21		100-295-6310	155.02
Inv 212112758 Total				155.02
18759 Total:				1,945.06
ORK001 - ORKIN SERVICES OF CALIFORNIA INC Total:				1,945.06
PFM001 - PFM ASSET MANAGEMENT LLC Line Item Account				
18717	06/09/2021			
Inv SMA-M0421-23675				
Line Item Date	Line Item Description		Line Item Account	
04/30/2021	INVESTMENT ADVISORY SVCS/APR 2021		100-210-6490	2,906.99
Inv SMA-M0421-23675 Total				2,906.99
18717 Total:				2,906.99
PFM001 - PFM ASSET MANAGEMENT LLC Total:				2,906.99
PIS001 - PISTONBONES.COM, JESSICA CALDERA Line Item Account				
18718	06/09/2021			
Inv 2692-1				
Line Item Date	Line Item Description		Line Item Account	
05/19/2021	INSTALL CUSTOM SIGNS/C.H.		100-260-6415	325.00
Inv 2692-1 Total				325.00

18718 Total:			325.00
PIS001 - PISTONBONES.COM, JESSICA CALDERA Total:			325.00

PIT003 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Line Item Account

18760 06/23/2021

Inv 3104743903

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	POSTAGE MACHINE LEASE/03.30.21-06.29.21	100-290-6514	168.94
Inv 3104743903 Total			168.94
18760 Total:			168.94
PIT003 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:			168.94

PRI001 - PRINCIPAL FINANCIAL GROUP, PLIC SBD GRAND ISLAND Line Item Account

1968 06/23/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	DENTAL INSURANCE PREMIUMS/JUNE 2021	100-000-2067	106.41
06/24/2021	DENTAL INSURANCE PREMIUMS/JUNE 2021	100-000-2067	-186.25
06/24/2021	DENTAL INSURANCE PREMIUMS/JUNE 2021	100-000-2067	3,129.06
Inv JUN2021 Total			3,049.22

Inv MAY2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	DENTAL INSURANCE PREMIUMS/MAY 2021	100-000-2067	186.25
05/27/2021	DENTAL INSURANCE PREMIUMS/MAY 2021	100-000-2067	3,076.86
Inv MAY2021 Total			3,263.11
1968 Total:			6,312.33
PRI001 - PRINCIPAL FINANCIAL GROUP, PLIC SBD GRAND ISLAND Total:			6,312.33

PRO001 - PROTECTION ONE ALARM MONITORING INC Line Item Account

1969 06/23/2021

Inv 140238463

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	FS 31/FIRE INSPC/MONITOR/CELL/06.27.21-07.26.21	110-420-6310	116.43
Inv 140238463 Total			116.43
1969 Total:			116.43

PRO001 - PROTECTION ONE ALARM MONITORING INC Total: 116.43

PTM001 - PTM GENERAL ENGINEERING SERVICES, INC. Line Item Account

18761 06/23/2021

Inv RETENTION

Line Item Date	Line Item Description	Line Item Account	
06/08/2021	RETENTION-PEDESTRIAN COUNTDOWN HEAD IMPROV PR	240-000-2200	10,325.00
06/08/2021	RETENTION-PEDESTRIAN COUNTDOWN HEAD IMPROV PR	210-000-2200	14,302.42

Inv RETENTION Total 24,627.42

18761 Total: 24,627.42

PTM001 - PTM GENERAL ENGINEERING SERVICES, INC. Total: 24,627.42

RAF001 - RAFTELIS FINANCIAL CONSULTANTS, INC., RAFTELIS Line Item Account

18719 06/09/2021

Inv 19355

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	LONG RANGE FINANCIAL PLANNING SVS/MAY 2021	100-290-6490	12,548.65

Inv 19355 Total 12,548.65

18719 Total: 12,548.65

RAF001 - RAFTELIS FINANCIAL CONSULTANTS, INC., RAFTELIS Total: 12,548.65

RAM002 - RAMIREZ-CORNEJO, MIGUEL Line Item Account

18720 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-301-6376	40.00

Inv JUN2021 Total 40.00

18720 Total: 40.00

RAM002 - RAMIREZ-CORNEJO, MIGUEL Total: 40.00

RCE002 - COUNTY OF RIVERSIDE EXECUTIVE OFFICE Line Item Account

18691 06/09/2021

Inv FY20-21

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	FY20-21 REVENUE NEUTRALITY	110-800-6830	252,432.00
06/03/2021	FY20-21 REVENUE NEUTRALITY	100-290-6830	252,432.00

Check Number	Check Date			Amount
Inv FY20-21 Total				504,864.00
18691 Total:				504,864.00
RCE002 - COUNTY OF RIVERSIDE EXECUTIVE OFFICE Total:				504,864.00
RCF003 - RIVERSIDE COUNTY FIRE DEPARTMENT Line Item Account				
18762	06/23/2021			
Inv 233857				
Line Item Date	Line Item Description		Line Item Account	
05/12/2021	SAFETY STAFFING COST W/ BENEFITS/AO17-FEB 2021		110-420-6450	279,899.44
05/12/2021	SAFETY STAFFING COST W/ BENEFITS/AO17-MAR 2021		110-420-6450	262,517.56
05/12/2021	SAFETY STAFFING COST W/ BENEFITS/AO17-JAN 2021		110-420-6450	297,295.35
05/12/2021	STATES ADMIN CHARGE PASS THRU-3RD QTR		110-420-6450	100,429.60
05/12/2021	FIRE ENGINE USE AGREEMENT-3RD QTR		110-420-6450	12,900.00
05/12/2021	DIRECT CHARGES-3RD QTR		110-420-6450	25,275.85
05/12/2021	AMR TRANSPORT COST REIMB Q3 FY20-21		110-420-4160	-6,825.67
05/12/2021	AMR TRANSPORT COST REIMB Q2 FY20-21		110-420-4160	-6,987.65
05/12/2021	NON-SAFETY STAFFING COSTS-3RD QTR		110-420-6450	53,229.50
05/12/2021	SUPPORT SVCS (COOPERATIVE AGRMT-3RD QTR		110-420-6450	290,333.00
Inv 233857 Total				1,308,066.98
18762 Total:				1,308,066.98
RCF003 - RIVERSIDE COUNTY FIRE DEPARTMENT Total:				1,308,066.98
RCO001 - RIVERSIDE COUNTY INFORMATION TECHNOLOGY Line Item Account				
18722	06/09/2021			
Inv IT-4813				
Line Item Date	Line Item Description		Line Item Account	
05/10/2021	(2) RADIO DUAL BAND/MOTOR OFFICERS/APR 2021		100-400-6510	334.84
Inv IT-4813 Total				334.84
18722 Total:				334.84
RCO001 - RIVERSIDE COUNTY INFORMATION TECHNOLOGY Total:				334.84
RCR001 - COUNTY OF RIVERSIDE REGISTRAR OF VOTERS Line Item Account				
18692	06/09/2021			
Inv 3246				
Line Item Date	Line Item Description		Line Item Account	
05/28/2021	ELECTION SVCS NOV 2020		100-120-6427	30,106.75
Inv 3246 Total				30,106.75

Inv 3293

Line Item Date	Line Item Description	Line Item Account	
05/28/2021	MEASURE A-ELECTIONS MAR 2021	100-120-6427	92,382.50

Inv 3293 Total 92,382.50

18692 Total: 122,489.25

RCR001 - COUNTY OF RIVERSIDE REGISTRAR OF VOTERS Total: 122,489.25

RCS001 - RIVERSIDE COUNTY SHERIFF DEPARTMENT Line Item Account

18723 06/09/2021

Inv SH-38848

Line Item Date	Line Item Description	Line Item Account	
05/07/2021	LAW ENF/CSO-OT/03.11.21-04.07.21	100-400-6452	867.32
05/07/2021	LAW ENF/TRAFFIC/03.11.21-04.07.21	100-400-6452	51,753.60
05/07/2021	LAW ENF/MOTOR TEAM/03.11.21-04.07.21	100-400-6452	51,753.60
05/07/2021	LAW ENF/PATROL B&W/03.11.21-04.07.21	100-400-6452	22,126.50
05/07/2021	LAW ENF/ZONE OFFICER/03.11.21-04.07.21	100-400-6452	51,753.60
05/07/2021	LAW ENF/CSO/03.11.21-04.07.21	100-400-6452	29,592.00
05/07/2021	LAW ENF/TRAFFIC-OT/03.11.21-04.07.21	100-400-6452	394.74
05/07/2021	LAW ENF/ZONE OFFICER-OT/03.11.21-04.07.21	100-400-6452	645.93
05/07/2021	LAW ENF/PLAIN UNIT/03.11.21-04.07.21	100-400-6452	1,485.54
05/07/2021	LAW ENF/MOTOR TEAM-OT/03.11.21-04.07.21	100-400-6452	2,619.61
05/07/2021	LAW ENF/PATROL/03.11.21-04.07.21	100-400-6452	497,467.56
05/07/2021	LAW ENF/MOTOR DIFFERENTIAL/03.11.21-04.07.21	100-400-6452	578.68
05/07/2021	LAW ENF/INVESTIGATOR-OT/03.11.21-04.07.21	100-400-6452	18,081.43
05/07/2021	LAW ENF/PATROL-OT/03.11.21-04.07.21	100-400-6452	12,780.80
05/07/2021	LAW ENF/CHU INVESTIGATOR-OT/03.11.21-04.07.21	100-400-6452	16,334.66

Inv SH-38848 Total 758,235.57

18723 Total: 758,235.57

18763 06/23/2021

Inv SH-38953

Line Item Date	Line Item Description	Line Item Account	
05/25/2021	FY20-21 RATE ADJ-LAW ENF/PLAIN UNIT/07.01.20-04.07.21	100-400-6452	-684.84
05/25/2021	FY20-21 RATE ADJ-LAW ENF/INVESTIGATOR-OT/07.01.20-04	100-400-6452	1,972.93
05/25/2021	FY20-21 RATE ADJ-LAW ENF/TRAFFIC/07.01.20-04.07.21	100-400-6452	23,966.68
05/25/2021	FY20-21 RATE ADJ-LAW ENF/TRAFFIC-OT/07.01.20-04.07.21	100-400-6452	96.67
05/25/2021	FY20-21 RATE ADJ-LAW ENF/CHU DEPUTY-OT/07.01.20-04.07	100-400-6452	77.90
05/25/2021	FY20-21 RATE ADJ-LAW ENF/MOTOR DIFFERENTIAL/07.01.2	100-400-6452	263.75
05/25/2021	FY20-21 RATE ADJ-LAW ENF/MOTOR TEAM/07.01.20-04.07.21	100-400-6452	24,600.80
05/25/2021	FY20-21 RATE ADJ-LAW ENF/CSO-OT/07.01.20-04.07.21	100-400-6452	-49.18
05/25/2021	FY20-21 RATE ADJ-LAW ENF/CSO/07.01.20-04.07.21	100-400-6452	3,038.70
05/25/2021	FY20-21 RATE ADJ-LAW ENF/ZONE OFFICER-OT/07.01.20-04.	100-400-6452	282.90
05/25/2021	FY20-21 RATE ADJ-LAW ENF/MOTOR TEAM-OT/07.01.20-04.0	100-400-6452	268.55
05/25/2021	FY20-21 RATE ADJ-LAW ENF/PATROL/07.01.20-04.07.21	100-400-6452	232,012.48
05/25/2021	FY20-21 RATE ADJ-LAW ENF/PATROL-OT/07.01.20-04.07.21	100-400-6452	4,558.61
05/25/2021	FY20-21 RATE ADJ-LAW ENF/ZONE OFFICER/07.01.20-04.07.2	100-400-6452	23,684.00
05/25/2021	FY20-21 RATE ADJ-LAW ENF/CHU INVESTIGATOR-OT/07.01.	100-400-6452	-55.64

Check Number	Check Date			Amount
05/25/2021		FY20-21 RATE ADJ-LAW ENF/PATROL B&W/07.01.20-04.07.21	100-400-6452	-26,574.24
Inv SH-38953 Total				287,460.07
18763 Total:				287,460.07
18764	06/23/2021			
Inv	SH-38947			
Line Item Date		Line Item Description	Line Item Account	
05/24/2021		SHERIFF FACILITY EXPENSES/FY20-21	100-400-6467	190,110.52
Inv SH-38947 Total				190,110.52
18764 Total:				190,110.52
RCS001 - RIVERSIDE COUNTY SHERIFF DEPARTMENT Total:				1,235,806.16
RCS002 - RIVERSIDE COUNTY SHERIFF JURUPA VALLEY STATION Line Item Account				
18765	06/23/2021			
Inv	SH-38992			
Line Item Date		Line Item Description	Line Item Account	
06/01/2021		EXTRA DUTY/COUNCIL MTGS/APR 2021	100-400-6465	837.26
Inv SH-38992 Total				837.26
18765 Total:				837.26
18766	06/23/2021			
Inv	SH-38993			
Line Item Date		Line Item Description	Line Item Account	
06/01/2021		EXTRA DUTY/COMMISSION MTGS/APR 2021	100-400-6465	420.31
Inv SH-38993 Total				420.31
18766 Total:				420.31
RCS002 - RIVERSIDE COUNTY SHERIFF JURUPA VALLEY STATION Total:				1,257.57
RIV001 - RIVERSIDE RUBBER STAMP & ENGRAVING Line Item Account				
18724	06/09/2021			
Inv	21-105934			
Line Item Date		Line Item Description	Line Item Account	
05/26/2021		SHIPPING-(8) STAMPS/BUILDING	100-310-6510	10.50
05/26/2021		(8) STAMPS/BUILDING	100-310-6510	243.99
Inv 21-105934 Total				254.49

18724 Total: 254.49

RIV001 - RIVERSIDE RUBBER STAMP & ENGRAVING Total: 254.49

RIV006 - RIVERSIDE MEDICAL CLINIC, INC Line Item Account

18767 06/23/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	PRE-EMP PHYSICAL	100-220-6490	90.00

Inv JUN2021 Total 90.00

18767 Total: 90.00

RIV006 - RIVERSIDE MEDICAL CLINIC, INC Total: 90.00

SCE001 - SOUTHERN CALIFORNIA EDISON Line Item Account 100-295-6372

1970 06/23/2021

Inv 028-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	17.61

Inv 028-MAY2021 Total 17.61

Inv 036-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/09/2021	ELECTRICAL SVC/TRAFFIC SIGNAL/05.10.10-06.08.21	200-510-6372	119.05

Inv 036-MAY2021 Total 119.05

Inv 130-MAY2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	ELECTRIC SVC/SIGNALS/ST LIGHTS/04.23.21-05.23.21	200-510-6372	50.40

Inv 130-MAY2021 Total 50.40

Inv 193-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/02/2021	ELECTRCAL SVCS/CITY HALL/04.29.21-05.27.21	100-295-6372	822.45

Inv 193-MAY2021 Total 822.45

Inv 220-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/11/2021	ELECTRICAL SVC/ALTFILLISCH PROP/05.10.21-06.08.21	100-295-6372	24.91

Inv 220-MAY2021 Total 24.91

Inv 250-APR2021

Line Item Date	Line Item Description	Line Item Account	
05/28/2021	ELECTRICAL SVC/TRAFFIC SIGNAL SAFETY LIGHTS/04.06.2	200-510-6372	997.61

Inv 250-APR2021 Total 997.61

Inv 2639-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	17.61

Inv 2639-MAY2021 Total 17.61

Inv 267-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	28.12

Inv 267-MAY2021 Total 28.12

Inv 376-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	56.24

Inv 376-MAY2021 Total 56.24

Inv 394-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/09/2021	FS 31/ELECTRICAL SVC/05.06.21-06.06.21	110-420-6372	1,109.43

Inv 394-MAY2021 Total 1,109.43

Inv 411-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	27,162.30

Inv 411-MAY2021 Total 27,162.30

Inv 427-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/11/2021	ELECTRIC SVC/SIGNALS/ST LIGHTS/05.10.21-06.08.21	200-510-6372	77.16

Inv 427-MAY2021 Total 77.16

Inv 450-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	112.48

Inv 450-MAY2021 Total 112.48

Inv 4696-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	383.38

Inv 4696-MAY2021 Total 383.38

Inv 583-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	ELECTRIC SVC/SIGNALS/ST LIGHTS/05.04.21-05.31.21	200-510-6372	109.69

Inv 583-MAY2021 Total 109.69

Inv 651-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/04/2021	ELECTRIC SVC/SIGNALS/ST LIGHTS/05.04.21-06.02.21	200-510-6372	97.05

Inv 651-MAY2021 Total 97.05

Inv 653-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	158.17

Inv 653-MAY2021 Total 158.17

Inv 6696-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/09/2021	ELECTRICAL SVC/CITY HALL #900/05.06.21-06.06.21	100-295-6372	394.27

Inv 6696-MAY2021 Total 394.27

Inv 683-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	28.12

Inv 683-MAY2021 Total 28.12

Inv 731-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	28.12

Inv 731-MAY2021 Total 28.12

Inv 737-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/11/2021	ELECTRIC SVC/SIGNALS/ST LIGHTS/05.10.21-06.08.21	200-510-6372	19.32

Inv 737-MAY2021 Total 19.32

Inv 755-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	155.02

Inv 755-MAY2021 Total 155.02

Inv 775-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/09/2021	FS 27/ELECTRICAL SVC/05.10.21-06.08.21	110-420-6372	1,547.79

Inv 775-MAY2021 Total 1,547.79

Inv 804-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	137.43

Inv 804-MAY2021 Total 137.43

Inv 837-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/09/2021	FS 31/ELECTRICAL SVC/05.06.21-06.06.21	110-420-6372	65.13

Inv 837-MAY2021 Total 65.13

Inv 878-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	17.61

Inv 878-MAY2021 Total 17.61

Inv 893-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/04/2021	ELECTRIC SVC/SIGNALS/ST LIGHTS/05.04.21-06.01.21	200-510-6372	95.71

Inv 893-MAY2021 Total 95.71

Inv 936-MAY2021

Line Item Date	Line Item Description	Line Item Account	
06/03/2021	JCSD - LLMD/05.01.21-05.31.21	100-510-6372	28.12

Inv 936-MAY2021 Total 28.12

1970 Total: 33,860.30

SCE001 - SOUTHERN CALIFORNIA EDISON Total: 33,860.30

SIE003 - SIEMENS MOBILITY INC Line Item Account

18725 06/09/2021

Inv 5620031487

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	STREET LIGHT RESPONSE CALL/APR 2021	200-510-6434	795.00

Inv 5620031487 Total 795.00

18725 Total: 795.00

SIE003 - SIEMENS MOBILITY INC Total: 795.00

STA001 - STAPLES ADVANTAGE Line Item Account

18726 06/09/2021

Inv 8062273165

Line Item Date	Line Item Description	Line Item Account	
05/15/2021	TALENT WHEEL ORGANIZATIONAL CHART/C.H.	100-200-6510	76.35

Inv 8062273165 Total 76.35

18726 Total: 76.35

STA001 - STAPLES ADVANTAGE Total: 76.35

STA003 - STATE COMPENSATION INSURANCE FUND Line Item Account

1971 06/23/2021

Inv JUNE2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	WORKERS COMP PREMIUMS/JUNE 2021	100-230-6155	2,612.33

Inv JUNE2021 Total 2,612.33

Inv MAY2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	WORKERS COMP PREMS/MAY 2021	100-230-6155	2,612.33

Inv MAY2021 Total 2,612.33

1971 Total: 5,224.66

STA003 - STATE COMPENSATION INSURANCE FUND Total: 5,224.66

STU002 - RDC-S111, INC, STUDIO 111 Line Item Account

18721 06/09/2021

Inv 0121017

Line Item Date	Line Item Description	Line Item Account	
01/12/2021	LEAL CONCEPTUAL DESIGN	100-301-6490	120.00

Inv 0121017 Total 120.00

Inv 0121659

Line Item Date	Line Item Description	Line Item Account	
03/08/2021	LEAL CONCEPTUAL DESIGN	100-301-6490	240.00

Inv 0121659 Total 240.00

18721 Total:			360.00
STU002 - RDC-S111, INC, STUDIO 111 Total:			360.00
SWR001 - STATE WATER RESOURCES CONTROL BOARD Line Item Account 100-500-6664			
18727	06/09/2021		
Inv JUN2021			
Line Item Date	Line Item Description	Line Item Account	
06/02/2021	401 PERMIT APPLICATION/LIMONITE GAP BRIDGE PROJ	270-510-6662	2,066.00
Inv JUN2021 Total			2,066.00
18727 Total:			2,066.00
18768	06/23/2021		
Inv REISSUEJUN2021			
Line Item Date	Line Item Description	Line Item Account	
06/02/2021	401 PERMIT APPLICATION/LIMONITE GAP BRIDGE PROJ	270-510-6662	2,066.00
Inv REISSUEJUN2021 Total			2,066.00
18768 Total:			2,066.00
SWR001 - STATE WATER RESOURCES CONTROL BOARD Total:			4,132.00
TAP001 - TAPIA, MARCUS Line Item Account			
18728	06/09/2021		
Inv JUN2021			
Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-210-6376	40.00
Inv JUN2021 Total			40.00
18728 Total:			40.00
TAP001 - TAPIA, MARCUS Total:			40.00
TAR002 - TARPON PROPERTY OWNERSHIP 2 LLC Line Item Account			
18769	06/23/2021		
Inv 2021 QTR1			
Line Item Date	Line Item Description	Line Item Account	
06/15/2021	SALES TAX SHARING AGRMT/GOODMAN/2020 QTR 1 (01.01	100-290-6831	169,470.00
Inv 2021 QTR1 Total			169,470.00
18769 Total:			169,470.00

TAR002 - TARPON PROPERTY OWNERSHIP 2 LLC Total: 169,470.00

TER002 - TEREKHOVA, EVA Line Item Account

18729 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-301-6376	40.00

Inv JUN2021 Total 40.00

18729 Total: 40.00

TER002 - TEREKHOVA, EVA Total: 40.00

VAS001 - VASQUEZ, STEPHANIE Line Item Account

18731 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-120-6376	40.00

Inv JUN2021 Total 40.00

18731 Total: 40.00

VAS001 - VASQUEZ, STEPHANIE Total: 40.00

VER001 - VERIZON WIRELESS Line Item Account 100-330-6376

1972 06/23/2021

Inv 9880082474-01

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CITY CELL/A.WELLS/04.19.21-05.18.21	100-210-6376	51.11

Inv 9880082474-01 Total 51.11

Inv 9880082474-02

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CITY CELL/J.PEREZ/04.19.21-05.18.21	100-330-6376	51.11

Inv 9880082474-02 Total 51.11

Inv 9880082474-03

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	GENERAL/HOTSPOT/04.19.21-05.18.21	100-290-6376	38.01

Inv 9880082474-03 Total 38.01

Inv 9880082474-04

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CITY CELL/EXTRA CODE PHONE/04.19.21-05.18.21	100-330-6376	51.11

Inv 9880082474-04 Total 51.11

Inv 9880082474-05

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CODE ENF/HOTSPOT/04.19.21-05.18.21	100-330-6376	190.05

Inv 9880082474-05 Total 190.05

Inv 9880082474-06

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	STREET CAMERAS/VAR LOCATIONS/04.19.21-05.18.21	200-510-6376	368.29

Inv 9880082474-06 Total 368.29

Inv 9880082474-07

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	ALPR CAMERAS/VAR LOCATIONS/04.19.21-05.18.21	200-510-6376	608.16

Inv 9880082474-07 Total 608.16

Inv 9880082474-08

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CITY CELL/J.TERFEHR/04.19.21-05.18.21	100-330-6376	51.11

Inv 9880082474-08 Total 51.11

Inv 9880082474-09

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CITY CELL/C.LOSORELLI/04.19.21-05.18.21	100-330-6376	51.11

Inv 9880082474-09 Total 51.11

Inv 9880082474-10

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	INTERNET LINE/BACKUP/04.19.21-05.18.21	100-290-6376	38.01

Inv 9880082474-10 Total 38.01

Inv 9880082474-11

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	CITY CELL/J.CHUNG/04.19.21-05.18.21	100-320-6376	51.11

Inv 9880082474-11 Total 51.11

Inv 9880082474-12

Line Item Date	Line Item Description	Line Item Account	
05/18/2021	(10) IPAD SVCS/CITY COUNCIL-COMMISSIONERS/04.19.21-0	100-290-6376	38.01

Inv 9880082474-12 Total			38.01
1972 Total:			1,587.19
VER001 - VERIZON WIRELESS Total:			1,587.19

VER003 - VERIZON WIRELESS Line Item Account

18770 06/23/2021

Inv INV23128448

Line Item Date	Line Item Description	Line Item Account	
06/10/2021	MONTHLY GPS SVC/(1) COUNCIL/APR 2021	100-100-6510	17.00
06/10/2021	MONTHLY GPS SVC/(1) FIRE/APR 2021	110-420-6510	19.00
06/10/2021	MONTHLY GPS SVC/(2) CODE ENF/APR 2021	100-330-6510	34.00
Inv INV23128448 Total			70.00
18770 Total:			70.00
VER003 - VERIZON WIRELESS Total:			70.00

VOG001 - VOGEL'S PLUMBING AND BACKFLOW INC Line Item Account 110-420-6490

18771 06/23/2021

Inv 7569

Line Item Date	Line Item Description	Line Item Account	
05/26/2021	FS27-BLACKFLOW TESTING/05.26.2021	200-500-6434	280.00
Inv 7569 Total			280.00
18771 Total:			280.00
VOG001 - VOGEL'S PLUMBING AND BACKFLOW INC Total:			280.00

VOY001 - VOYAGER FLEET SYSTEMS INC Line Item Account 710-330-6330

18772 06/23/2021

Inv 8692882092122

Line Item Date	Line Item Description	Line Item Account	
05/24/2021	FUEL/POLICE#2/MAY 2021	100-400-6330	211.05
05/24/2021	FUEL/CODE ENF-COLORADO#1/MAY 2021	100-330-6330	315.89
05/24/2021	FUEL/FIRE-CIVIC/MAY 2021	110-420-6330	67.10
05/24/2021	FUEL/CODE ENF-COLORADO#2/MAY 2021	100-330-6330	254.93
05/24/2021	FUEL/POLICE#1/MAY 2021	100-400-6330	198.56
Inv 8692882092122 Total			1,047.53
18772 Total:			1,047.53

VOY001 - VOYAGER FLEET SYSTEMS INC Total: 1,047.53

VSP001 - VISION SERVICE PLAN Line Item Account

1973 06/23/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/24/2021	VISION INSURANCE PREMIUMS/JUNE 2021	100-000-2068	19.85
06/24/2021	VISION INSURANCE PREMIUMS/JUNE 2021	100-000-2068	-35.60
06/24/2021	VISION INSURANCE PREMIUMS/JUNE 2021	100-000-2068	-35.60
06/24/2021	VISION INSURANCE PREMIUMS/JUNE 2021	100-000-2068	477.13

Inv JUN2021 Total 425.78

Inv MAY2021

Line Item Date	Line Item Description	Line Item Account	
05/27/2021	VISION INSURANCE PREMIUMS/MAY 2021	100-000-2068	35.60
05/27/2021	VISION INSURANCE PREMIUMS/MAY 2021	100-000-2068	443.59

Inv MAY2021 Total 479.19

1973 Total: 904.97

VSP001 - VISION SERVICE PLAN Total: 904.97

XER001 - XEROX CORPORATION Line Item Account 100-290-6472

18732 06/09/2021

Inv 2628970

Line Item Date	Line Item Description	Line Item Account	
05/17/2021	COPIER MACHINE LEASE/C.H./05.06.20-06.05.21	100-290-6472	837.27

Inv 2628970 Total 837.27

18732 Total: 837.27

XER001 - XEROX CORPORATION Total: 837.27

ZEP001 - ZEPEDA, ANGELICA Line Item Account

18733 06/09/2021

Inv JUN2021

Line Item Date	Line Item Description	Line Item Account	
06/01/2021	CELL PHONE STIPEND/JUN 2021	100-220-6376	40.00

Inv JUN2021 Total 40.00

18733 Total: 40.00

ZEP001 - ZEPEDA, ANGELICA Total: 40.00

Check Number	Check Date	Amount
Total:		4,052,627.18

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.3
July 28, 2021

Treasurer's Report: June 2021

Prepared By:
Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)
Staff recommends that the City Council receive and file the City Treasurer's Report.

Summary
In accordance with the City of Eastvale's Investment Policy, adopted September 9, 2020, the City Treasurer is required to submit a quarterly treasurer's report to the City Council. The report shall include types of investments, credit ratings, institutions involved, dates of purchases, dates of maturity, amount of deposits or cost of the security, current market value of the securities, interest rates, investment fund balances, and a statement as to whether investments are in compliance with the Investment Policy and whether there are sufficient funds to meet the City's cash obligations for the next six months.

Background
The Schedule of Investments includes a breakdown of the City's investments by "Active" or "Inactive" Deposits. "Active Deposits" are those accounts which receive revenues, whereas "Inactive Deposits" are available for use but are not earning revenues. Detail reports for the PFM Managed Investment Portfolio, with all supplemental information required by the City's investment policy, are included in the report.

The Dash Board Report Card, consists of two sections:

I. Portfolio Diversification – This section reflects the diversification of the City of Eastvale's portfolio by both type of instrument and length of maturity.

II. Portfolio Performance Measures – This section compares budget to actuals in for interest earnings. Also included is a cash breakdown report per the City's fund balance reserve policy showing funds restricted, committed, designated, and unassigned as of June 30, 2021 and the investment income received at June 30, 2021, broken down by fund. The City of Eastvale's Schedule of Investments complies with the City's Investment Policy. The City has sufficient funds to meet its expenditure requirements for the next six months. Total cash and investments as of June 30, 2021 is $99,802,173 (book value). Net investment income received for fiscal year 2020-21 through June 30, 2021 is $888,706. The net yield on investments is 0.769%.

Environmental

Not applicable.

Strategic Plan Action - Priority Level: N/A | Target #: 3 | Goal #: 1

Develop ongoing strategies for investing.

Fiscal Impact

Not applicable.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Attachment 1 - Investment Report: June 2021
Attachment 2 - PFM Statement: June 2021

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2020-21 as of June 30, 2021

Schedule of Investments

Institution	Par Value	Book Value Price @ Cost	(Fair Value) Market Value	Yield
ACTIVE DEPOSITS				
Money Market Accounts:				
Citizens Business Bank - Money Market	$ 3,004,173	$ 3,004,173	$ 3,004,173	0.100%
First American Govt Oblig Fund CI Y	263,597	263,597	263,597	0.010%
Total Money Market	**$ 3,267,770**	**$ 3,267,770**	**$ 3,267,770**	**0.093%**
Pooled Investment Accounts:				
CAMP Pool	$ 10,369,770	$ 10,369,770	$ 10,369,770	0.050%
Local Agency Investment Fund*	3,336,571	3,336,571	3,340,808	0.315%
Total Pooled Investment	**$ 13,706,342**	**$ 13,706,342**	**$ 13,710,579**	**0.115%**
PFM Managed Investment Portfolio:				
U.S. Treasury Bond / Note	$ 12,380,000	$ 12,353,029	$ 12,673,842	1.660%
Supra-National Agency Bond / Note	280,000	279,518	279,196	0.320%
Municipal Bond / Note	1,570,000	1,574,930	1,592,490	1.120%
Federal Agency Collaterized Mortgage	1,091,364	1,099,496	1,118,375	2.380%
Asset-Back Security / Collateralized	1,204,066	1,203,970	1,214,322	1.950%
Certificate of Deposit	2,295,000	2,295,000	2,327,906	1.560%
Federal Agency Bond / Note	12,270,000	12,267,868	12,373,368	0.950%
Corporate Note	6,589,000	6,637,370	6,773,019	2.080%
Total PFM Managed Investments	**$ 37,679,430**	**$ 37,711,182**	**$ 38,352,519**	**1.495%**
ACTIVE DEPOSITS TOTAL	**$ 54,653,542**	**$ 54,685,294**	**$ 55,330,867**	**1.065%**
INACTIVE DEPOSITS				
Checking Account:				
Citizens Business Bank - General Account	$ 45,099,092	$ 45,099,092	$ 45,099,092	0.000%
Citizens Business Bank - HdL Holding	$ 17,787	$ 17,787	$ 17,787	0.000%
Total Inactive Deposits	**$ 45,116,878**	**$ 45,116,878**	**$ 45,116,878**	**0.000%**
INACTIVE DEPOSITS TOTAL	$ 45,116,878	$ 45,116,878	$ 45,116,878	
GRAND TOTAL CASH	**$ 99,770,420**	**$ 99,802,173**	**$ 100,447,746**	

**yield as of the prior quarter end*

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

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2020-21 as of June 30, 2021

Dash Board Report Card

I. PORTFOLIO DIVERSIFICATION

DIVERSIFICATION BY INSTRUMENT

Money Market	5.98%
LAIF	6.10%
CAMP Pool	18.96%
Certificates of Deposit	4.20%
U.S. Treasury Bond/ Note	22.59%
Supra-National Agency Bond/Note	0.51%
Municipal Bond / Note	2.88%
Federal Agency Collaterized Mortgage	2.01%
Asset-Backed Security/ Collateralized	2.20%
Federal Agency Bond/ Note	22.43%
Corporate Note	12.14%
	100.00%

DIVERSIFICATION BY MATURITY (PFM & CAMP PORTFOLIO ONLY)

Less Than 90 Days	21.35%
90 days to Six Months (26 Weeks)	0.31%
Six Months to One Year (52 Weeks)	5.99%
One to Two Years (104 Weeks)	18.44%
Two to Three Years (156 Weeks)	19.32%
Three to Four Years (208 Weeks)	19.96%
Four to Five Years	14.62%
Five Years +	0.00%
	100.00%

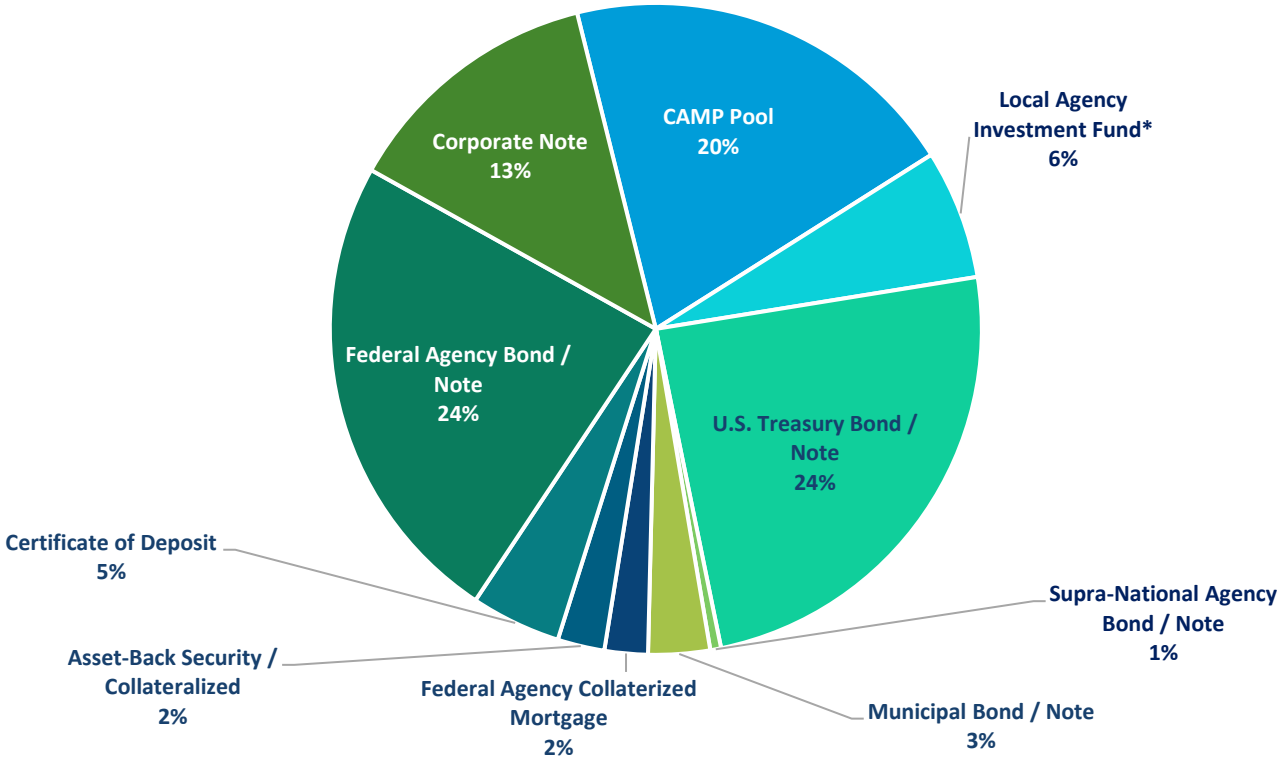
II. PORTFOLIO PERFORMANCE MEASURES

Yield at Cost - June 30, 2021		1.065%
Annual Investment Income Budget		**$ 556,379**
Investment Income Received:		
Money Market	$	21
LAIF		28,026
CAMP Pool		16,010
Certificate of Deposits		6,159
U.S. Treasury Bond/ Note		223,594
Federal Agency Bond/ Note		153,309
Asset-Backed Security/ Collateralized		108,289
Corporate Note		194,026
Supra-National Agency Bond/Note		29,660
Realized Gain/ (Loss)		170,080
Total Investment Income Received-YTD 06/30/2021		929,174
Less Investment Fees Paid:		
Trust Fees-U.S. Bank		(5,229)
Mgmt Fee-PFM		(35,239)
Total Investment Fees Paid-YTD 06/30/2021		(40,468)
Net Investment Income Received-YTD 06/30/2021		**$ 888,706**
Over/(Under) Annual Budget	$	332,326
% of Annual Budget		159.730%
Net Yield Annualized at Cost - June 30, 2021		0.769%

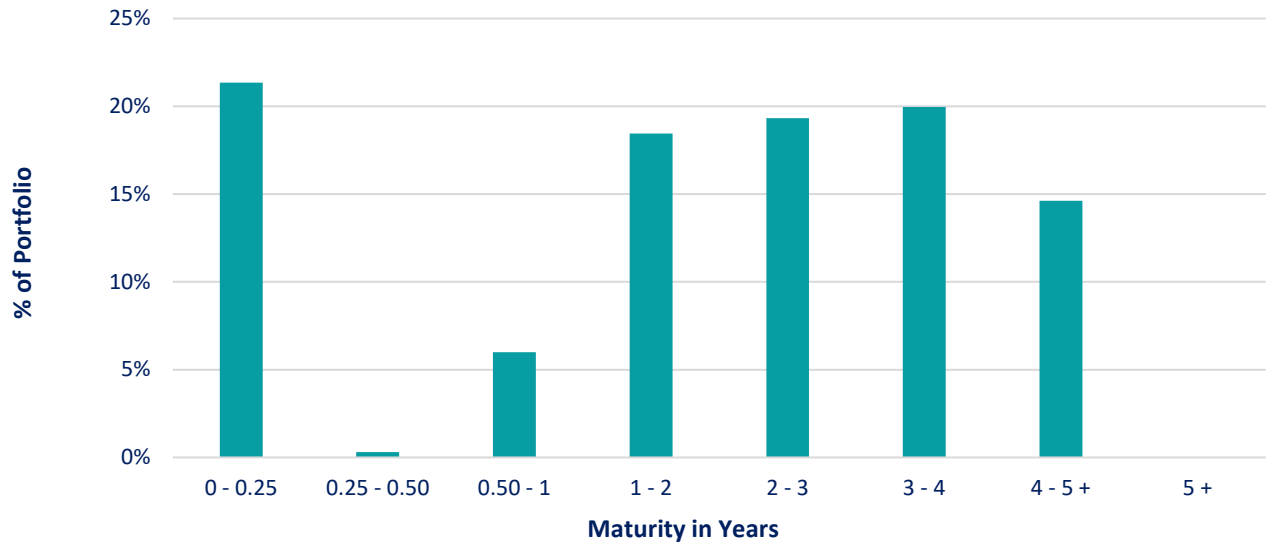
CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2020-21 as of June 30, 2021

Dash Board Report Card

Diversification by Investment



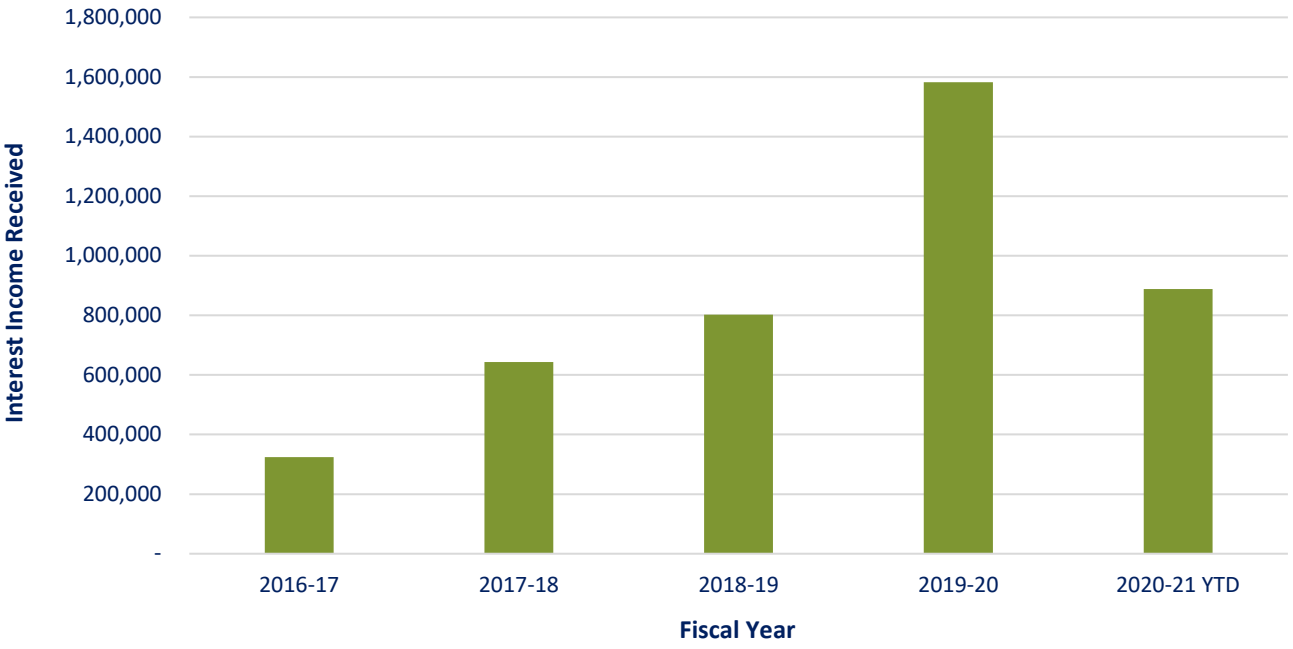
Diversification by Maturity



CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2020-21 as of June 30, 2021

Dash Board Report Card

Year Over Year Interest Income



CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2020-21 as of June 30, 2021

Cash Breakdown per Fund Balance Reserve Policy

Schedule of Investments - June 30, 2021

Money Market Accounts	$ 3,267,770
Pooled Investment Accounts	13,706,342
PFM Managed Investments	37,711,182
Checking Account	45,116,878
Grand Total Cash - June 30, 2021	**$ 99,802,173**

Breakdown of Total Cash at June 30, 2021

Restricted Funds (Non-Discretionary Per Law)		$ 46,883,181
Committed (Per Formal Action of City Council)		30,745,000
Designated/ Assigned (Per City's Intent):		
Fire Operations/ Improvements (Per FY 20-21 Budget)	$ 3,445,158	
General Fund Emergency Contingency: To meet City's cash obligations for the next six months General Fund Adopted Budget Expenditures-FY 2020-21 (Per Fund Balance Reserve Policy)	12,805,628	
Total Designated/ Assigned		16,250,786
Unassigned		5,923,205
Grand Total Cash - June 30, 2021		**$ 99,802,173**

CITY OF EASTVALE
Treasurer's Report
Fiscal Year 2020-21 as of June 30, 2021

Investment Income

Yield at Cost - June 30, 2021			1.065%
Annual Investment Income Budget	**A**	**$**	**556,379**
Investment Income Received YTD:			
Money Market (CBB)		$	4,680
Money Market (PFM)			21
LAIF			28,026
CAMP Pool			16,010
Certificate of Deposits			6,159
U.S. Treasury Bond/ Note			223,594
Federal Agency Bond/ Note			153,309
Asset-Backed Security/ Collateralized			108,289
Corporate Note			194,026
Supra-National Agency Bond/Note			29,660
Realized Gain/ (Loss)			170,080
Total Investment Income Received-YTD 06/30/2021	**B**		**929,174**
Less Investment Fees Paid:			
Trust Fees-U.S. Bank			(5,229)
Mgmt Fee-PFM			(35,239)
Total Investment Fees Paid-YTD 06/30/2021	**C**		**(40,468)**
Net Investment Income Received-YTD 06/30/2021	**B+C**	**$**	**888,706**
Investment Income Over/(Under) Annual Budget	***C-B***	*$*	*332,326*
% of Annual Budget			159.730%
Net Yield Annualized at Cost - June 30, 2021			**0.769%**

Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

CITY OF EASTVALE

For the Month Ending
June 30, 2021

Client Management Team

Sarah Meacham
Managing Director
601 South Figueroa, Suite 4500
Los Angeles, CA 90017
213-489-4075
meachams@pfm.com

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Senior Managing Consultant
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Accounts included in Statement

20240100	CITY OF EASTVALE - INVESTMENT PORTFOLIO

CITY OF EASTVALE
AMANDA WELLS
12363 LIMONITE AVE
SUITE 910
EASTVALE, CA 91732

Online Access www.pfm.com **Customer Service** 1-717-232-2723

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFM") is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFM does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company, local government investment program,or TERM funds is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Regulator Public Disclosure Hotline at 1-888-289-9999 or at the FINRA Regulation Internet website address www.nasd.com. A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

Key Terms and Definitions

Dividends on money market funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally $1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally $1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFM within 60 days of receipt. If you have other concerns or questions regarding your account you should contact a member of your client management team or PFM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

Account Statement

Consolidated Summary Statement

For the Month Ending **June 30, 2021**

CITY OF EASTVALE

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFM Managed Account	64,805.80	38,352,518.65
CAMP Pool	0.00	10,369,770.36
Total	**$64,805.80**	**$48,722,289.01**

Investment Allocation

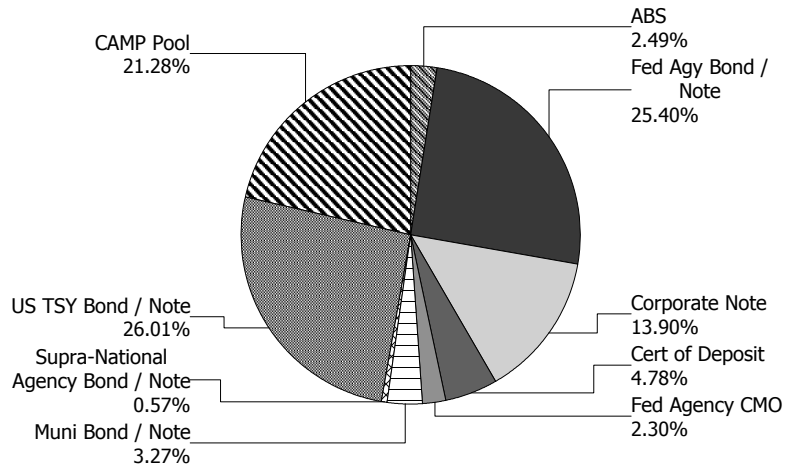
Investment Type	Closing Market Value	Percent
Asset-Backed Security	1,214,322.07	2.49
Federal Agency Bond / Note	12,373,368.11	25.40
Corporate Note	6,773,018.88	13.90
Certificate of Deposit	2,327,906.05	4.78
Federal Agency Collateralized Mortgage Obligatio	1,118,375.07	2.30
Municipal Bond / Note	1,592,490.35	3.27
Supra-National Agency Bond / Note	279,195.84	0.57
U.S. Treasury Bond / Note	12,673,842.28	26.01
CAMP Pool	10,369,770.36	21.28
Total	**$48,722,289.01**	**100.00%**

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	10,399,872.57	21.35
31 to 60 days	0.00	0.00
61 to 90 days	4,430.75	0.01
91 to 180 days	151,363.95	0.31
181 days to 1 year	2,918,828.79	5.99
1 to 2 years	8,985,110.45	18.44
2 to 3 years	9,412,051.13	19.32
3 to 4 years	9,725,004.51	19.96
4 to 5 years	7,125,626.86	14.62
Over 5 years	0.00	0.00
Total	**$48,722,289.01**	**100.00%**

Weighted Average Days to Maturity **786**

Sector Allocation



pfm

Managed Account Summary Statement

For the Month Ending **June 30, 2021**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Summary - Managed Account	
Opening Market Value	**$38,632,818.38**
Maturities/Calls	(137,811.97)
Principal Dispositions	(642,540.26)
Principal Acquisitions	631,571.61
Unsettled Trades	0.00
Change in Current Value	(131,519.11)
Closing Market Value	**$38,352,518.65**

Cash Transactions Summary - Managed Account	
Maturities/Calls	0.00
Sale Proceeds	644,582.22
Coupon/Interest/Dividend Income	55,853.85
Principal Payments	137,811.97
Security Purchases	(776,718.67)
Net Cash Contribution	(451.00)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	57,895.81
Less Purchased Interest Related to Interest/Coupons	(147.06)
Plus Net Realized Gains/Losses	7,057.05
Total Cash Basis Earnings	**$64,805.80**

Cash Balance	
Closing Cash Balance	**$263,597.19**

Earnings Reconciliation (Accrual Basis)	Total
Ending Amortized Value of Securities	37,711,182.30
Ending Accrued Interest	123,272.26
Plus Proceeds from Sales	644,582.22
Plus Proceeds of Maturities/Calls/Principal Payments	137,811.97
Plus Coupons/Dividends Received	55,853.85
Less Cost of New Purchases	(631,718.67)
Less Beginning Amortized Value of Securities	(37,850,497.77)
Less Beginning Accrued Interest	(133,744.11)
Total Accrual Basis Earnings	**$56,742.05**

Portfolio Summary and Statistics

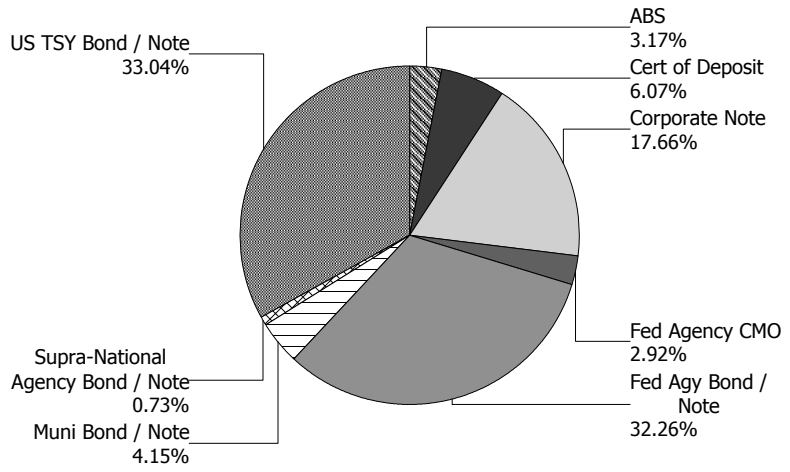
For the Month Ending **June 30, 2021**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

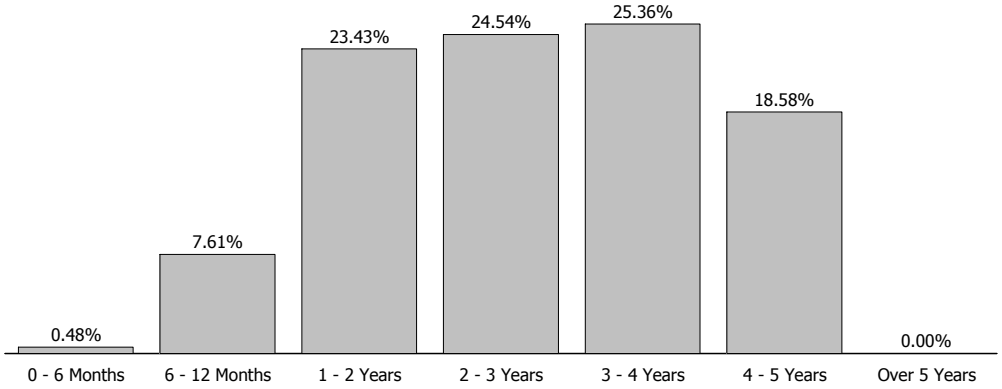
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	12,380,000.00	12,673,842.28	33.04
Supra-National Agency Bond / Note	280,000.00	279,195.84	0.73
Municipal Bond / Note	1,570,000.00	1,592,490.35	4.15
Federal Agency Collateralized Mortgage Obligation	1,091,363.93	1,118,375.07	2.92
Federal Agency Bond / Note	12,270,000.00	12,373,368.11	32.26
Corporate Note	6,589,000.00	6,773,018.88	17.66
Certificate of Deposit	2,295,000.00	2,327,906.05	6.07
Asset-Backed Security	1,204,065.94	1,214,322.07	3.17
Managed Account Sub-Total	**37,679,429.87**	**38,352,518.65**	**100.00%**
Accrued Interest		123,272.26	
Total Portfolio	**37,679,429.87**	**38,475,790.91**	
Unsettled Trades	**0.00**	**0.00**	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.50%
Yield to Maturity at Market	0.55%
Weighted Average Days to Maturity	999

Managed Account Issuer Summary

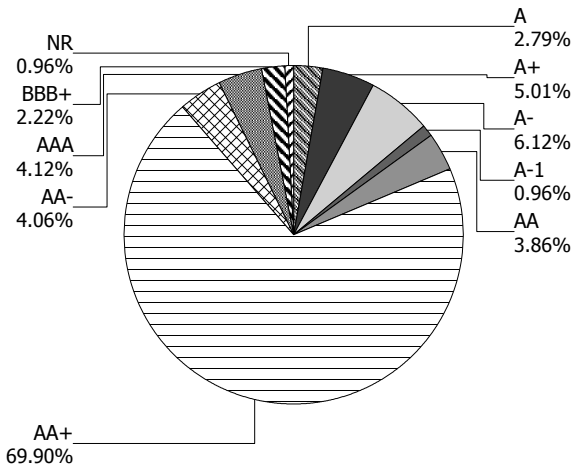
For the Month Ending **June 30, 2021**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	102,177.80	0.27
ALLY AUTO RECEIVABLES TRUST	41,604.06	0.11
AMAZON.COM INC	219,521.06	0.57
APPLE INC	495,853.54	1.29
BANK OF AMERICA CO	285,858.99	0.75
BRISTOL-MYERS SQUIBB CO	132,963.64	0.35
CAPITAL ONE FINANCIAL CORP	65,051.72	0.17
CARMAX AUTO OWNER TRUST	409,708.06	1.07
CITIGROUP INC	346,099.14	0.90
CREDIT SUISSE GROUP RK	290,462.55	0.76
DNB ASA	277,047.27	0.72
FANNIE MAE	6,853,766.52	17.86
FEDERAL FARM CREDIT BANKS	279,496.28	0.73
FEDERAL HOME LOAN BANKS	1,020,462.03	2.66
FLORIDA STATE BOARD OF ADMIN FIN CORP	287,841.45	0.75
FREDDIE MAC	5,338,018.35	13.91
GOLDMAN SACHS GROUP INC	313,743.49	0.82
HOME DEPOT INC	129,443.50	0.34
HONDA AUTO RECEIVABLES	293,000.49	0.76
HYUNDAI AUTO RECEIVABLES	163,200.90	0.43
IBM CORP	506,590.00	1.32
INTL BANK OF RECONSTRUCTION AND DEV	279,195.84	0.73
JP MORGAN CHASE & CO	498,202.96	1.30
LOS ANGELES COMMUNITY COLLEGE DISTRICT	145,040.60	0.38
MERCEDES-BENZ AUTO RECEIVABLES	42,366.21	0.11
MORGAN STANLEY	190,227.43	0.50
NATIONAL RURAL UTILITIES CO FINANCE CORP	360,650.89	0.94
NISSAN AUTO RECEIVABLES	199,390.63	0.52
NORDEA BANK ABP	535,051.65	1.40
NOVARTIS AG	366,289.00	0.96
OREGON DEPARTMENT OF TRANSPORTATION	254,354.85	0.66
PFIZER INC	638,173.80	1.66

Credit Quality (S&P Ratings)



CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Issuer	Market Value of Holdings	Percent
SAN DIEGO COMMUNITY COLLEGE DISTRICT	103,246.00	0.27
SKANDINAVISKA ENSKILDA BANKEN AB	565,689.86	1.47
SOCIETE GENERALE	368,292.30	0.96
STATE OF CALIFORNIA	377,557.20	0.98
STATE OF MARYLAND	100,153.00	0.26
STATE OF MISSISSIPPI	198,916.00	0.52
SUMITOMO MITSUI FINANCIAL GROUP INC	291,362.42	0.76
THE BANK OF NEW YORK MELLON CORPORATION	546,755.94	1.43
TOYOTA MOTOR CORP	294,258.80	0.77
TRUIST FIN CORP	183,146.76	0.48
UNITED PARCEL SERVICE INC	513,062.00	1.34
UNITED STATES TREASURY	12,673,842.28	33.04
UNIVERSITY OF CALIFORNIA	125,381.25	0.33
WAL-MART STORES INC	650,000.14	1.69
Total	**$38,352,518.65**	**100.00%**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2017 2.000% 10/31/2022	9128283C2	100,000.00	AA+	Aaa	05/02/18	05/04/18	96,664.06	2.80	336.96	99,009.99	102,468.75
US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	230,000.00	AA+	Aaa	12/02/19	12/04/19	229,865.23	1.65	477.34	229,937.18	234,635.93
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	500,000.00	AA+	Aaa	10/02/18	10/04/18	476,132.82	2.93	3,649.86	491,253.74	512,343.75
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	AA+	Aaa	07/02/18	07/05/18	378,437.50	2.74	2,005.44	392,296.39	408,625.00
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	AA+	Aaa	01/30/19	01/31/19	384,656.25	2.50	2,005.44	393,745.03	408,625.00
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	160,000.00	AA+	Aaa	04/02/19	04/04/19	153,225.00	2.28	834.25	156,739.08	163,275.01
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	520,000.00	AA+	Aaa	02/08/19	02/12/19	493,979.69	2.44	2,711.33	507,867.83	530,643.77
US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	9128282D1	645,000.00	AA+	Aaa	07/01/19	07/03/19	635,375.39	1.75	2,964.28	639,991.40	660,218.00
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	200,000.00	AA+	Aaa	05/01/19	05/03/19	205,257.81	2.25	1,445.36	202,679.49	211,531.24
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	875,000.00	AA+	Aaa	03/07/19	03/08/19	861,054.69	2.48	1,574.88	867,882.08	912,734.37
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	895,000.00	AA+	Aaa	01/07/19	01/09/19	878,987.89	2.52	1,610.88	887,092.56	933,596.88
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	65,000.00	AA+	Aaa	01/30/19	01/31/19	65,192.97	2.56	4.64	65,098.15	68,676.56
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	505,000.00	AA+	Aaa	06/03/19	06/05/19	507,288.28	1.90	1,701.63	506,321.10	527,409.38
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	355,000.00	AA+	Aaa	08/01/19	08/05/19	360,491.41	1.80	3,146.70	358,393.70	372,916.42

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	100,000.00	AA+	Aaa	09/03/19	09/05/19	102,605.47	1.33	626.70	101,654.52	104,312.50
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	720,000.00	AA+	Aaa	10/01/19	10/03/19	741,515.63	1.50	3,845.90	734,001.67	757,350.00
US TREASURY NOTES DTD 10/31/2017 2.250% 10/31/2024	9128283D0	350,000.00	AA+	Aaa	11/01/19	11/05/19	361,443.36	1.57	1,326.77	357,649.84	369,796.88
US TREASURY NOTES DTD 01/02/2018 2.250% 12/31/2024	9128283P3	1,375,000.00	AA+	Aaa	01/03/20	01/07/20	1,415,766.60	1.63	84.07	1,403,648.62	1,454,921.88
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	375,000.00	AA+	Aaa	03/02/20	03/04/20	395,786.14	0.85	2,817.68	390,224.78	393,632.81
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	200,000.00	AA+	Aaa	05/05/21	05/07/21	196,757.81	0.73	2.04	196,862.77	196,187.50
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	1,100,000.00	AA+	Aaa	04/05/21	04/07/21	1,073,917.97	0.89	11.21	1,075,200.20	1,079,031.25
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	500,000.00	AA+	Aaa	02/26/21	02/26/21	489,648.44	0.80	782.11	490,367.30	490,000.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,310,000.00	AA+	Aaa	02/02/21	02/04/21	1,305,855.08	0.44	2,049.14	1,306,189.49	1,283,800.00
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	500,000.00	AA+	Aaa	06/02/21	06/04/21	498,906.25	0.79	317.62	498,922.46	497,109.40
Security Type Sub-Total		**12,380,000.00**					**12,308,811.74**	**1.66**	**36,332.23**	**12,353,029.37**	**12,673,842.28**
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	280,000.00	AAA	Aaa	11/17/20	11/24/20	279,398.00	0.32	71.94	279,518.40	279,195.84
Security Type Sub-Total		**280,000.00**					**279,398.00**	**0.32**	**71.94**	**279,518.40**	**279,195.84**
Municipal Bond / Note											

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
SAN DIEGO CCD, CA TXBL GO BONDS DTD 10/16/2019 1.996% 08/01/2023	797272QN4	100,000.00	AAA	Aaa	09/18/19	10/16/19	100,000.00	2.00	831.67	100,000.00	103,246.00
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	360,000.00	AA-	Aa2	10/16/19	10/24/19	367,203.60	1.87	2,160.00	364,117.77	377,557.20
MD ST TXBL GO BONDS DTD 08/05/2020 0.510% 08/01/2024	574193TQ1	100,000.00	AAA	Aaa	07/23/20	08/05/20	99,972.00	0.52	212.50	99,978.34	100,153.00
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	188.33	200,000.00	198,916.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	255,000.00	AAA	Aa1	09/11/20	09/17/20	255,000.00	0.57	184.42	255,000.00	254,354.85
UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	125,000.00	AA	Aa2	07/14/20	07/16/20	125,452.50	0.81	141.03	125,361.16	125,381.25
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	80,000.00	AA	Aa3	09/03/20	09/16/20	80,565.60	1.11	503.20	80,472.47	80,797.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	205,000.00	AA	Aa3	09/03/20	09/16/20	205,000.00	1.26	1,289.45	205,000.00	207,043.85
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	145,000.00	AA+	Aaa	10/30/20	11/10/20	145,000.00	0.77	467.02	145,000.00	145,040.60
Security Type Sub-Total		**1,570,000.00**					**1,578,193.70**	**1.12**	**5,977.62**	**1,574,929.74**	**1,592,490.35**
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	4,430.75	AA+	Aaa	04/11/18	04/30/18	4,518.88	2.93	13.14	4,435.23	4,430.75
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	302,762.33	AA+	Aaa	05/16/19	05/21/19	304,654.60	2.54	704.17	303,126.53	305,235.49
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	150,000.00	AA+	Aaa	04/02/19	04/05/19	150,375.00	2.63	339.50	150,108.95	152,303.87
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	165,000.00	AA+	Aaa	09/04/19	09/09/19	167,436.33	1.78	317.21	165,912.76	168,052.39

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	178,087.80	AA+	Aaa	04/04/18	04/09/18	179,604.32	2.88	458.58	178,469.10	181,955.71
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	206,331.72	AA+	Aaa	12/13/19	12/18/19	216,358.16	2.14	575.32	212,693.77	219,885.95
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	84,751.33	AA+	Aaa	11/20/19	11/26/19	84,749.29	2.09	147.75	84,750.00	86,510.91
Security Type Sub-Total		**1,091,363.93**					**1,107,696.58**	**2.38**	**2,555.67**	**1,099,496.34**	**1,118,375.07**
Federal Agency Bond / Note											
FREDDIE MAC NOTES (CALLABLE) DTD 08/06/2020 0.300% 02/06/2023	3134GWLD6	950,000.00	AA+	Aaa	08/03/20	08/06/20	950,000.00	0.30	1,147.92	950,000.00	950,206.15
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	250,000.00	AA+	Aaa	06/02/20	06/03/20	250,477.50	0.31	145.83	250,301.46	250,664.25
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	575,000.00	AA+	Aaa	05/20/20	05/22/20	573,269.25	0.35	155.73	573,909.39	575,211.03
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	1,140,000.00	AA+	Aaa	01/07/19	01/09/19	1,148,002.80	2.58	1,045.00	1,143,542.55	1,196,094.84
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	515,000.00	AA+	Aaa	06/24/20	06/26/20	513,496.20	0.35	17.88	514,004.33	515,096.31
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	530,000.00	AA+	Aaa	07/08/20	07/10/20	528,860.50	0.32	629.38	529,230.97	529,916.79
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	345,000.00	AA+	Aaa	08/19/20	08/21/20	344,648.10	0.28	304.27	344,748.73	344,868.90
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	530,000.00	AA+	Aaa	12/03/18	12/06/18	528,929.40	2.92	4,613.58	529,506.21	560,131.56
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	280,000.00	AA+	Aaa	10/07/20	10/09/20	279,524.00	0.31	194.44	279,641.12	279,496.28

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	315,000.00	AA+	Aaa	12/02/20	12/04/20	314,688.15	0.28	59.06	314,747.67	314,408.75
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	495,000.00	AA+	Aaa	01/30/19	01/31/19	509,589.58	2.72	1,067.34	502,327.72	531,569.12
FANNIE MAE NOTES DTD 02/08/2019 2.500% 02/05/2024	3135G0V34	385,000.00	AA+	Aaa	02/07/19	02/08/19	383,567.80	2.58	3,903.47	384,254.44	406,176.93
FHLB BONDS DTD 02/15/2019 2.500% 02/13/2024	3130AFW94	110,000.00	AA+	Aaa	02/14/19	02/15/19	109,610.60	2.58	1,054.17	109,795.69	116,102.03
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	375,000.00	AA+	Aaa	04/15/20	04/16/20	373,140.00	0.60	401.04	373,589.70	372,790.88
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	500,000.00	AA+	Aaa	04/22/20	04/24/20	498,970.00	0.67	598.96	499,214.51	499,384.50
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	725,000.00	AA+	Aaa	05/01/20	05/04/20	725,536.50	0.61	868.49	725,411.40	724,107.53
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	750,000.00	AA+	Aaa	06/03/20	06/05/20	753,840.00	0.52	898.44	752,997.44	749,076.75
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	140,000.00	AA+	Aaa	10/01/20	10/05/20	140,656.60	0.40	27.22	140,553.67	138,920.18
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	575,000.00	AA+	Aaa	06/17/20	06/19/20	573,809.75	0.54	111.81	574,055.76	570,565.03
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	350,000.00	AA+	Aaa	07/21/20	07/23/20	348,257.00	0.48	583.33	348,584.77	345,395.40
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	370,000.00	AA+	Aaa	08/25/20	08/27/20	368,268.40	0.47	485.63	368,560.80	364,870.69
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	760,000.00	AA+	Aaa	10/21/20	10/22/20	755,888.40	0.49	997.50	756,474.44	749,464.12
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	535,000.00	AA+	Aaa	09/23/20	09/25/20	533,389.65	0.44	546.15	533,635.97	527,225.38

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Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	345,000.00	AA+	Aaa	11/09/20	11/12/20	343,764.90	0.57	258.75	343,921.58	341,247.44
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	425,000.00	AA+	Aaa	11/19/20	11/24/20	424,838.50	0.51	318.75	424,858.05	420,377.27
Security Type Sub-Total		**12,270,000.00**					**12,275,023.58**	**0.95**	**20,434.14**	**12,267,868.37**	**12,373,368.11**
Corporate Note											
GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGQ1	30,000.00	BBB+	A2	11/03/17	11/07/17	32,876.70	2.53	673.75	30,055.08	30,102.21
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	150,000.00	BBB+	A3	11/20/17	11/22/17	151,024.50	2.72	277.92	150,092.04	151,363.95
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JQ5	500,000.00	A-	A2	02/01/17	02/03/17	501,050.00	2.45	5,347.22	500,121.22	506,590.00
BANK OF NY MELLON CORP (CALLABLE) NOTES DTD 02/07/2017 2.600% 02/07/2022	06406RAA5	540,000.00	A	A1	08/01/19	08/05/19	545,977.80	2.14	5,616.00	541,281.92	546,755.94
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	490,000.00	AA+	Aa1	01/07/19	01/09/19	482,728.40	3.01	4,831.94	488,561.17	495,853.54
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	180,000.00	A-	A3	04/03/18	04/05/18	176,657.40	3.25	1,237.50	179,371.40	183,146.76
NATIONAL RURAL UTIL COOP CORP NOTES DTD 04/25/2017 2.400% 04/25/2022	637432NM3	355,000.00	A-	A1	04/03/18	04/05/18	345,290.75	3.12	1,562.00	353,046.35	360,650.89
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AQ9	500,000.00	A-	A2	03/01/18	03/05/18	488,265.00	3.00	3,062.50	496,790.61	513,062.00
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	708.33	99,927.37	102,177.80
HOME DEPOT INC CORP NOTES DTD 04/05/2013 2.700% 04/01/2023	437076AZ5	125,000.00	A	A2	04/03/18	04/05/18	122,625.00	3.11	843.75	124,167.06	129,443.50

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Corporate Note											
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	340,000.00	A-	A2	09/03/19	09/05/19	348,435.40	2.00	1,096.50	344,086.92	353,435.10
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	600,000.00	A+	A2	04/02/19	04/04/19	607,260.00	2.69	5,211.67	603,915.83	638,173.80
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	45,000.00	BBB+	A1	04/19/21	04/22/21	45,000.00	0.73	63.05	45,000.00	45,053.87
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	145,000.00	BBB+	A1	04/20/21	04/22/21	145,182.70	0.69	203.16	145,164.76	145,173.56
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	220,000.00	AA	A1	05/10/21	05/12/21	219,678.80	0.50	134.75	219,693.45	219,521.06
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	610,000.00	AA	Aa2	07/10/19	07/12/19	629,038.10	2.19	8,354.46	619,054.54	650,000.14
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	285,000.00	A-	A2	10/16/20	10/21/20	285,000.00	0.81	429.64	285,000.00	285,858.99
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	120,000.00	A+	A1	05/20/20	05/26/20	121,172.40	1.58	828.00	120,899.70	123,898.44
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	165,000.00	A+	A1	05/20/20	05/26/20	166,612.05	1.58	1,138.50	166,237.09	170,360.36
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	355,000.00	AA-	A1	05/07/20	05/11/20	368,436.75	0.93	2,364.20	365,166.01	366,289.00
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	95,000.00	BBB+	A3	04/27/21	05/04/21	95,000.00	0.98	147.56	95,000.00	94,870.99
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	100,000.00	BBB+	A3	04/28/21	05/04/21	100,265.00	0.91	155.32	100,254.46	99,864.20

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Corporate Note											
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	260,000.00	BBB+	A2	02/16/21	02/18/21	289,486.60	1.02	1,056.25	286,809.66	283,641.28
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	145,000.00	A-	A2	05/24/21	06/01/21	145,000.00	0.82	99.57	145,000.00	144,767.86
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	134,000.00	A+	A2	06/17/21	06/21/21	132,665.36	0.98	134.00	132,673.67	132,963.64
Security Type Sub-Total		**6,589,000.00**					**6,644,591.71**	**2.08**	**45,577.54**	**6,637,370.31**	**6,773,018.88**
Certificate of Deposit											
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	365,000.00	A-1	P-1	02/14/20	02/19/20	365,000.00	1.80	2,500.25	365,000.00	368,292.30
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	290,000.00	A	A1	07/10/20	07/14/20	290,000.00	0.70	981.17	290,000.00	291,362.42
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	525,000.00	AA-	Aa3	08/27/19	08/29/19	525,000.00	1.84	3,372.40	525,000.00	535,051.65
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	555,000.00	A+	Aa2	08/29/19	09/03/19	555,000.00	1.85	3,584.37	555,000.00	565,689.86
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	270,000.00	AA-	Aa2	12/05/19	12/06/19	270,000.00	2.03	443.70	270,000.00	277,047.27
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	290,000.00	A+	Aa3	03/19/21	03/23/21	290,000.00	0.59	475.28	290,000.00	290,462.55
Security Type Sub-Total		**2,295,000.00**					**2,295,000.00**	**1.56**	**11,357.17**	**2,295,000.00**	**2,327,906.05**
Asset-Backed Security											
HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	466.83	AAA	Aaa	04/10/18	04/18/18	466.76	2.79	0.58	466.81	467.18

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Asset-Backed Security											
ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	41,480.57	AAA	Aaa	06/19/18	06/27/18	41,477.73	3.00	55.31	41,479.61	41,604.06
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	42,135.59	AAA	Aaa	07/17/18	07/25/18	42,133.96	3.03	56.74	42,135.03	42,366.21
NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	67,540.73	AAA	Aaa	07/17/18	07/25/18	67,538.55	3.06	91.86	67,539.93	68,108.44
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	53,776.52	AAA	NR	02/19/19	02/27/19	53,775.08	2.83	54.96	53,775.91	54,366.45
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	81,986.75	AAA	NR	04/03/19	04/10/19	81,975.95	2.66	96.93	81,981.70	82,755.04
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	132,076.33	NR	Aaa	05/21/19	05/29/19	132,071.40	2.52	92.45	132,073.94	133,731.81
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	129,651.60	NR	Aaa	02/05/19	02/13/19	129,631.96	2.90	167.11	129,641.97	131,282.19
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	64,292.70	AAA	Aaa	05/21/19	05/30/19	64,279.67	2.51	71.72	64,285.77	65,051.72
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	95,658.32	AAA	NR	04/09/19	04/17/19	95,648.55	2.68	113.94	95,652.94	97,154.37
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	125,000.00	AAA	NR	01/14/20	01/22/20	124,975.48	1.89	105.00	124,982.69	127,459.65
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	105,000.00	NR	Aaa	02/17/21	02/24/21	104,998.08	0.27	7.88	104,998.24	104,902.23
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	80,000.00	AAA	NR	04/20/21	04/28/21	79,991.58	0.38	13.51	79,991.92	79,978.68
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	60,000.00	AAA	NR	01/20/21	01/27/21	59,988.14	0.34	9.07	59,989.17	59,928.61
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	125,000.00	AAA	NR	04/13/21	04/21/21	124,973.06	0.52	28.89	124,974.14	125,165.43

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		**1,204,065.94**					**1,203,925.95**	**1.95**	**965.95**	**1,203,969.77**	**1,214,322.07**
Managed Account Sub-Total		**37,679,429.87**					**37,692,641.26**	**1.50**	**123,272.26**	**37,711,182.30**	**38,352,518.65**
Securities Sub-Total		**$37,679,429.87**					**$37,692,641.26**	**1.50%**	**$123,272.26**	**$37,711,182.30**	**$38,352,518.65**
Accrued Interest											**$123,272.26**
Total Investments											**$38,475,790.91**

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note										
US TREASURY NOTES DTD 10/31/2017 2.000% 10/31/2022	9128283C2	100,000.00	MERRILL		102.47	102,468.75	5,804.69	3,458.76	1.32	0.15
US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	230,000.00	MERRILL		102.02	234,635.93	4,770.70	4,698.75	1.36	0.16
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	500,000.00	TD		102.47	512,343.75	36,210.93	21,090.01	1.56	0.19
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	BNP_PARI		102.16	408,625.00	30,187.50	16,328.61	1.65	0.20
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	400,000.00	GOLDMAN		102.16	408,625.00	23,968.75	14,879.97	1.65	0.20
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	160,000.00	NOMURA		102.05	163,275.01	10,050.01	6,535.93	2.05	0.27
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	520,000.00	RBC		102.05	530,643.77	36,664.08	22,775.94	2.05	0.27
US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	9128282D1	645,000.00	RBS		102.36	660,218.00	24,842.61	20,226.60	2.14	0.28
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	200,000.00	MERRILL		105.77	211,531.24	6,273.43	8,851.75	2.18	0.30
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	875,000.00	RBC		104.31	912,734.37	51,679.68	44,852.29	2.37	0.33
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	895,000.00	BNP_PARI		104.31	933,596.88	54,608.99	46,504.32	2.37	0.33
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	65,000.00	MERRILL		105.66	68,676.56	3,483.59	3,578.41	2.44	0.35
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	505,000.00	MORGAN_S		104.44	527,409.38	20,121.10	21,088.28	2.76	0.42
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	355,000.00	MORGAN_S		105.05	372,916.42	12,425.01	14,522.72	2.98	0.48
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	100,000.00	HSBC		104.31	104,312.50	1,707.03	2,657.98	3.07	0.50
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	720,000.00	HSBC		105.19	757,350.00	15,834.37	23,348.33	3.15	0.51
US TREASURY NOTES DTD 10/31/2017 2.250% 10/31/2024	9128283D0	350,000.00	MORGAN_S		105.66	369,796.88	8,353.52	12,147.04	3.22	0.54

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note										
US TREASURY NOTES DTD 01/02/2018 2.250% 12/31/2024	9128283P3	1,375,000.00	TD		105.81	1,454,921.88	39,155.28	51,273.26	3.39	0.57
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	375,000.00	MERRILL		104.97	393,632.81	(2,153.33)	3,408.03	3.50	0.61
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	200,000.00	HSBC		98.09	196,187.50	(570.31)	(675.27)	4.47	0.81
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	1,100,000.00	JPM_CHA		98.09	1,079,031.25	5,113.28	3,831.05	4.47	0.81
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	500,000.00	MERRILL		98.00	490,000.00	351.56	(367.30)	4.54	0.82
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,310,000.00	BARCLAY		98.00	1,283,800.00	(22,055.08)	(22,389.49)	4.54	0.82
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	500,000.00	RBC		99.42	497,109.40	(1,796.85)	(1,813.06)	4.83	0.87
Security Type Sub-Total		**12,380,000.00**				**12,673,842.28**	**365,030.54**	**320,812.91**	**3.11**	**0.51**
Supra-National Agency Bond / Note										
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	280,000.00	TD		99.71	279,195.84	(202.16)	(322.56)	2.39	0.37
Security Type Sub-Total		**280,000.00**				**279,195.84**	**(202.16)**	**(322.56)**	**2.39**	**0.37**
Municipal Bond / Note										
SAN DIEGO CCD, CA TXBL GO BONDS DTD 10/16/2019 1.996% 08/01/2023	797272QN4	100,000.00	RBC		103.25	103,246.00	3,246.00	3,246.00	2.04	0.43
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	360,000.00	MORGAN_S		104.88	377,557.20	10,353.60	13,439.43	2.20	0.23
MD ST TXBL GO BONDS DTD 08/05/2020 0.510% 08/01/2024	574193TQ1	100,000.00	JPM_CHA		100.15	100,153.00	181.00	174.66	3.06	0.46
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	WELLS_F		99.46	198,916.00	(1,084.00)	(1,084.00)	3.31	0.73
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	255,000.00	MORGAN_		99.75	254,354.85	(645.15)	(645.15)	3.35	0.64

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Municipal Bond / Note										
UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	125,000.00	JPM_CHA	04/15/25	100.31	125,381.25	(71.25)	20.09	3.73	0.80
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	80,000.00	MERRILL		101.00	80,797.60	232.00	325.13	3.89	1.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	205,000.00	MERRILL		101.00	207,043.85	2,043.85	2,043.85	3.89	1.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	145,000.00	MERRILL		100.03	145,040.60	40.60	40.60	4.02	0.77
Security Type Sub-Total		**1,570,000.00**				**1,592,490.35**	**14,296.65**	**17,560.61**	**3.16**	**0.62**
Federal Agency Collateralized Mortgage Obligation										
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	4,430.75	JPM_CHAS		100.00	4,430.75	(88.13)	(4.48)	0.14	3.56
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	302,762.33	JPM_CHAS		100.82	305,235.49	580.89	2,108.96	0.46	1.16
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	150,000.00	JPM_CHAS		101.54	152,303.87	1,928.87	2,194.92	0.76	1.04
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	165,000.00	CANT_FIT		101.85	168,052.39	616.06	2,139.63	1.07	0.60
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	178,087.80	CITIGRP		102.17	181,955.71	2,351.39	3,486.61	0.94	1.08
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	206,331.72	JPM_CHAS		106.57	219,885.95	3,527.79	7,192.18	2.46	0.86
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	84,751.33	JPM_CHAS		102.08	86,510.91	1,761.62	1,760.91	1.76	1.39
Security Type Sub-Total		**1,091,363.93**				**1,118,375.07**	**10,678.49**	**18,878.73**	**1.16**	**1.01**
Federal Agency Bond / Note										
FREDDIE MAC NOTES (CALLABLE) DTD 08/06/2020 0.300% 02/06/2023	3134GWLD6	950,000.00	NOMURA	08/06/21	100.02	950,206.15	206.15	206.15	0.10	0.29
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	250,000.00	WELLS_F		100.27	250,664.25	186.75	362.79	1.84	0.23

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Federal Agency Bond / Note										
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	575,000.00	CITIGRP		100.04	575,211.03	1,941.78	1,301.64	1.89	0.23
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	1,140,000.00	MORGAN_S		104.92	1,196,094.84	48,092.04	52,552.29	1.93	0.24
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	515,000.00	TD		100.02	515,096.31	1,600.11	1,091.98	1.99	0.24
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	530,000.00	CITIGRP		99.98	529,916.79	1,056.29	685.82	2.02	0.26
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	345,000.00	CITIGRP		99.96	344,868.90	220.80	120.17	2.14	0.27
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	530,000.00	TD		105.69	560,131.56	31,202.16	30,625.35	2.13	0.28
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	280,000.00	TD	09/21/22	99.82	279,496.28	(27.72)	(144.84)	1.22	0.33
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	315,000.00	CITIGRP		99.81	314,408.75	(279.40)	(338.92)	2.42	0.33
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	495,000.00	BARCLAYS		107.39	531,569.12	21,979.54	29,241.40	2.36	0.33
FANNIE MAE NOTES DTD 02/08/2019 2.500% 02/05/2024	3135G0V34	385,000.00	NOMURA		105.50	406,176.93	22,609.13	21,922.49	2.51	0.37
FHLB BONDS DTD 02/15/2019 2.500% 02/13/2024	3130AFW94	110,000.00	BARCLAYS		105.55	116,102.03	6,491.43	6,306.34	2.53	0.37
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	375,000.00	CITIGRP		99.41	372,790.88	(349.12)	(798.82)	3.75	0.66
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	500,000.00	CITIGRP		99.88	499,384.50	414.50	169.99	3.77	0.66
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	725,000.00	WELLS_F		99.88	724,107.53	(1,428.97)	(1,303.87)	3.77	0.66
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	750,000.00	HSBC		99.88	749,076.75	(4,763.25)	(3,920.69)	3.77	0.66
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	140,000.00	NOMURA		99.23	138,920.18	(1,736.42)	(1,633.49)	3.93	0.70
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	575,000.00	NOMURA		99.23	570,565.03	(3,244.72)	(3,490.73)	3.93	0.70

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Federal Agency Bond / Note										
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	350,000.00	WELLS_F		98.68	345,395.40	(2,861.60)	(3,189.37)	4.02	0.70
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	370,000.00	BARCLAY		98.61	364,870.69	(3,397.71)	(3,690.11)	4.12	0.71
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	760,000.00	NOMURA		98.61	749,464.12	(6,424.28)	(7,010.32)	4.12	0.71
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	535,000.00	CITIGRP		98.55	527,225.38	(6,164.27)	(6,410.59)	4.20	0.72
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	345,000.00	BARCLAY		98.91	341,247.44	(2,517.46)	(2,674.14)	4.31	0.75
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	425,000.00	NOMURA		98.91	420,377.27	(4,461.23)	(4,480.78)	4.31	0.75
Security Type Sub-Total		**12,270,000.00**				**12,373,368.11**	**98,344.53**	**105,499.74**	**2.81**	**0.47**
Corporate Note										
GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGQ1	30,000.00	GOLDMAN		100.34	30,102.21	(2,774.49)	47.13	0.08	0.69
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	150,000.00	MORGAN_S	11/08/21	100.91	151,363.95	339.45	1,271.91	0.36	0.82
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JQ5	500,000.00	MERRILL		101.32	506,590.00	5,540.00	6,468.78	0.57	0.21
BANK OF NY MELLON CORP (CALLABLE) NOTES DTD 02/07/2017 2.600% 02/07/2022	06406RAA5	540,000.00	GOLDMAN	01/07/22	101.25	546,755.94	778.14	5,474.02	0.51	0.52
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	490,000.00	WELLS_FA		101.19	495,853.54	13,125.14	7,292.37	0.60	0.53
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	180,000.00	TD	03/01/22	101.75	183,146.76	6,489.36	3,775.36	0.66	0.42
NATIONAL RURAL UTIL COOP CORP NOTES DTD 04/25/2017 2.400% 04/25/2022	637432NM3	355,000.00	GOLDMAN		101.59	360,650.89	15,360.14	7,604.54	0.81	0.45
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AQ9	500,000.00	JPM_CHAS		102.61	513,062.00	24,797.00	16,271.39	1.24	0.36

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	MERRILL		102.18	102,177.80	2,314.80	2,250.43	1.56	0.32
HOME DEPOT INC CORP NOTES DTD 04/05/2013 2.700% 04/01/2023	437076AZ5	125,000.00	WELLS_FA		103.55	129,443.50	6,818.50	5,276.44	1.71	0.66
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	340,000.00	MKTX	03/18/23	103.95	353,435.10	4,999.70	9,348.18	1.68	0.59
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	600,000.00	BNP_PARI	02/15/24	106.36	638,173.80	30,913.80	34,257.97	2.53	0.58
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	45,000.00	MORGAN_	04/05/23	100.12	45,053.87	53.87	53.87	1.75	0.69
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	145,000.00	GOLDMAN	04/05/23	100.12	145,173.56	(9.14)	8.80	1.75	0.69
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	220,000.00	JPM_CHA		99.78	219,521.06	(157.74)	(172.39)	2.85	0.53
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	610,000.00	CITIGRP	04/15/23	106.56	650,000.14	20,962.04	30,945.60	1.74	0.66
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	285,000.00	MERRILL	10/24/23	100.30	285,858.99	858.99	858.99	2.30	0.72
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	120,000.00	CITIGRP		103.25	123,898.44	2,726.04	2,998.74	3.50	0.89
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	165,000.00	CITIGRP		103.25	170,360.36	3,748.31	4,123.27	3.50	0.89
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	355,000.00	HILLTOP	01/14/25	103.18	366,289.00	(2,147.75)	1,122.99	3.43	0.86
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	95,000.00	CITIGRP		99.86	94,870.99	(129.01)	(129.01)	3.77	1.02
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	100,000.00	GOLDMAN		99.86	99,864.20	(400.80)	(390.26)	3.77	1.02

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note										
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	260,000.00	JSEB	02/22/25	109.09	283,641.28	(5,845.32)	(3,168.38)	3.44	1.35
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	145,000.00	JPM_CHA		99.84	144,767.86	(232.14)	(232.14)	3.86	0.87
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	134,000.00	CITIGRP	10/13/25	99.23	132,963.64	298.28	289.97	4.22	0.93
Security Type Sub-Total		**6,589,000.00**				**6,773,018.88**	**128,427.17**	**135,648.57**	**1.83**	**0.62**
Certificate of Deposit										
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	365,000.00	MERRILL		100.90	368,292.30	3,292.30	3,292.30	0.62	0.35
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	290,000.00	SMBC		100.47	291,362.42	1,362.42	1,362.42	1.02	0.24
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	525,000.00	MERRILL		101.91	535,051.65	10,051.65	10,051.65	1.15	0.19
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	555,000.00	BARCLAYS		101.93	565,689.86	10,689.86	10,689.86	1.15	0.19
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	270,000.00	GOLDMAN		102.61	277,047.27	7,047.27	7,047.27	1.42	0.20
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	290,000.00	CSFB		100.16	290,462.55	462.55	462.55	1.71	0.49
Security Type Sub-Total		**2,295,000.00**				**2,327,906.05**	**32,906.05**	**32,906.05**	**1.15**	**0.26**
Asset-Backed Security										
HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	466.83	BARCLAYS		100.08	467.18	0.42	0.37	0.05	2.71
ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	41,480.57	BARCLAYS		100.30	41,604.06	126.33	124.45	0.14	2.80

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Asset-Backed Security										
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	42,135.59	BNP_PARI		100.55	42,366.21	232.25	231.18	0.23	2.67
NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	67,540.73	SOCGEN		100.84	68,108.44	569.89	568.51	0.31	2.56
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	53,776.52	MERRILL		101.10	54,366.45	591.37	590.54	0.46	2.18
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	81,986.75	SOCGEN		100.94	82,755.04	779.09	773.34	0.40	2.17
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	132,076.33	JPM_CHAS		101.25	133,731.81	1,660.41	1,657.87	0.56	1.87
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	129,651.60	MITSU		101.26	131,282.19	1,650.23	1,640.22	0.48	2.34
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	64,292.70	JPM_CHAS		101.18	65,051.72	772.05	765.95	0.52	2.00
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	95,658.32	RBC		101.56	97,154.37	1,505.82	1,501.43	0.63	2.09
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	125,000.00	MERRILL		101.97	127,459.65	2,484.17	2,476.96	1.12	1.31
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	105,000.00	JPM_CHA		99.91	104,902.23	(95.85)	(96.01)	1.86	0.29
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	80,000.00	BARCLAY		99.97	79,978.68	(12.90)	(13.24)	2.12	0.39
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	60,000.00	MITSU		99.88	59,928.61	(59.53)	(60.56)	2.10	0.37
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	125,000.00	MERRILL		100.13	125,165.43	192.37	191.29	2.36	0.49
Security Type Sub-Total		**1,204,065.94**				**1,214,322.07**	**10,396.12**	**10,352.30**	**1.03**	**1.57**
Managed Account Sub-Total		**37,679,429.87**				**38,352,518.65**	**659,877.39**	**641,336.35**	**2.54**	**0.55**

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Securities Sub-Total	**$37,679,429.87**	**$38,352,518.65**	**$659,877.39**	**$641,336.35**	**2.54**	**0.55%**
Accrued Interest		**$123,272.26**				
Total Investments		**$38,475,790.91**				

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Transaction Type / Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
05/24/21	06/01/21	JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	145,000.00	(145,000.00)	0.00	(145,000.00)			
06/02/21	06/04/21	US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	500,000.00	(498,906.25)	(40.98)	(498,947.23)			
06/17/21	06/21/21	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	134,000.00	(132,665.36)	(106.08)	(132,771.44)			
Transaction Type Sub-Total				**779,000.00**	**(776,571.61)**	**(147.06)**	**(776,718.67)**			
INTEREST										
06/01/21	06/01/21	MONEY MARKET FUND	MONEY0002	0.00	0.00	0.58	0.58			
06/01/21	06/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	88,938.97	0.00	215.85	215.85			
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	314,624.80	0.00	776.59	776.59			
06/01/21	06/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	178,375.12	0.00	459.32	459.32			
06/01/21	06/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	222,723.76	0.00	960.91	960.91			
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	165,000.00	0.00	317.21	317.21			
06/01/21	06/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	13,902.88	0.00	41.25	41.25			
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	150,000.00	0.00	339.50	339.50			
06/02/21	06/02/21	DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	270,000.00	0.00	2,784.60	2,784.60			
06/04/21	06/04/21	FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	315,000.00	0.00	393.75	393.75			
06/08/21	06/08/21	FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	495,000.00	0.00	8,353.13	8,353.13			

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/08/21	06/08/21	CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	150,000.00	0.00	2,175.00	2,175.00			
06/15/21	06/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	142,095.82	0.00	343.40	343.40			
06/15/21	06/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	70,185.77	0.00	146.81	146.81			
06/15/21	06/15/21	TAOT 2018-A A3 DTD 01/31/2018 2.350% 05/16/2022	89238BAD4	4,256.37	0.00	8.34	8.34			
06/15/21	06/15/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	60,000.00	0.00	17.00	17.00			
06/15/21	06/15/21	ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	55,422.50	0.00	138.56	138.56			
06/15/21	06/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	102,853.87	0.00	229.71	229.71			
06/15/21	06/15/21	MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	50,913.81	0.00	128.56	128.56			
06/15/21	06/15/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	80,000.00	0.00	25.33	25.33			
06/15/21	06/15/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	125,000.00	0.00	54.17	54.17			
06/15/21	06/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	125,000.00	0.00	196.88	196.88			
06/15/21	06/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	91,511.35	0.00	202.85	202.85			
06/15/21	06/15/21	NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	77,214.17	0.00	196.90	196.90			
06/15/21	06/15/21	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	6,466.06	0.00	15.03	15.03			
06/17/21	06/17/21	FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	715,000.00	0.00	1,787.50	1,787.50			
06/18/21	06/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	59,898.14	0.00	141.26	141.26			

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type / Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/19/21	06/19/21	FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	1,140,000.00	0.00	15,675.00	15,675.00			
06/21/21	06/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	143,858.45	0.00	302.10	302.10			
06/21/21	06/21/21	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	105,000.00	0.00	23.63	23.63			
06/26/21	06/26/21	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	515,000.00	0.00	643.75	643.75			
06/30/21	06/30/21	US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	1,300,000.00	0.00	2,437.50	2,437.50			
06/30/21	06/30/21	US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	65,000.00	0.00	853.13	853.13			
06/30/21	06/30/21	US TREASURY NOTES DTD 01/02/2018 2.250% 12/31/2024	9128283P3	1,375,000.00	0.00	15,468.75	15,468.75			
Transaction Type Sub-Total				**8,773,241.84**	**0.00**	**55,853.85**	**55,853.85**			
PAYDOWNS										
06/01/21	06/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	9,472.13	9,472.13	0.00	9,472.13	(188.41)	0.00	
06/01/21	06/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	4,187.64	4,187.64	0.00	4,187.64	0.10	0.00	
06/01/21	06/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	11,862.47	11,862.47	0.00	11,862.47	(74.14)	0.00	
06/01/21	06/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	287.32	287.32	0.00	287.32	(2.45)	0.00	
06/01/21	06/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	16,392.04	16,392.04	0.00	16,392.04	(796.55)	0.00	
06/15/21	06/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	7,195.55	7,195.55	0.00	7,195.55	0.74	0.00	
06/15/21	06/15/21	MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	8,778.22	8,778.22	0.00	8,778.22	0.34	0.00	
06/15/21	06/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	5,893.07	5,893.07	0.00	5,893.07	1.19	0.00	

CITY OF EASTVALE - INVESTMENT PORTFOLIO - 20240100

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
06/15/21	06/15/21	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	5,999.23	5,999.23	0.00	5,999.23	0.91	0.00	
06/15/21	06/15/21	TAOT 2018-A A3 DTD 01/31/2018 2.350% 05/16/2022	89238BAD4	4,256.37	4,256.37	0.00	4,256.37	0.05	0.00	
06/15/21	06/15/21	NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	9,673.44	9,673.44	0.00	9,673.44	0.31	0.00	
06/15/21	06/15/21	ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	13,941.93	13,941.93	0.00	13,941.93	0.95	0.00	
06/15/21	06/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	9,524.60	9,524.60	0.00	9,524.60	1.25	0.00	
06/15/21	06/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	12,444.22	12,444.22	0.00	12,444.22	1.89	0.00	
06/18/21	06/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	6,121.62	6,121.62	0.00	6,121.62	0.16	0.00	
06/21/21	06/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	11,782.12	11,782.12	0.00	11,782.12	0.44	0.00	
Transaction Type Sub-Total				**137,811.97**	**137,811.97**	**0.00**	**137,811.97**	**(1,053.22)**	**0.00**	
SELL										
06/02/21	06/04/21	US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	500,000.00	511,035.16	441.58	511,476.74	11,328.13	11,179.06	FIFO
06/17/21	06/21/21	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	118,000.00	131,505.10	1,600.38	133,105.48	(3,217.86)	(644.33)	FIFO
Transaction Type Sub-Total				**618,000.00**	**642,540.26**	**2,041.96**	**644,582.22**	**8,110.27**	**10,534.73**	
Managed Account Sub-Total					**3,780.62**	**57,748.75**	**61,529.37**	**7,057.05**	**10,534.73**	
Total Security Transactions					**$3,780.62**	**$57,748.75**	**$61,529.37**	**$7,057.05**	**$10,534.73**	

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.4
July 28, 2021

Planning Department Update

Prepared By:
Gustavo Gonzalez, Planning Manager

Recommended Action(s)
Staff recommends that the City Council receive and file the Planning Department Update.

Summary
Planning projects are provided in the attached Planning Project Status list. The list provides a brief summary and status of each project. New information is highlighted in yellow. A map identifying the locations of each project is also included.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A
Not Applicable.

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

Attachment(s)

Attachment 1 - Planning Department Update 7.28.21

CITY OF EASTVALE

Major Projects Summary

July 28, 2021

City of Eastvale Planning Division

CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

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Walmart (MAP ID: WMT) 4
Beyond Food Mart at The Ranch (MAP ID: BYND) 5
Magnolia Ranch Residential Development (MAP ID: MGLA) 6
Dunkin Donuts and Carwash DR and CUP (MAP ID: DUNK) 7
Zeppin Sushi DR and CUP (MAP ID: GCC.8) 8
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APPROVED/ ENTITLED 10

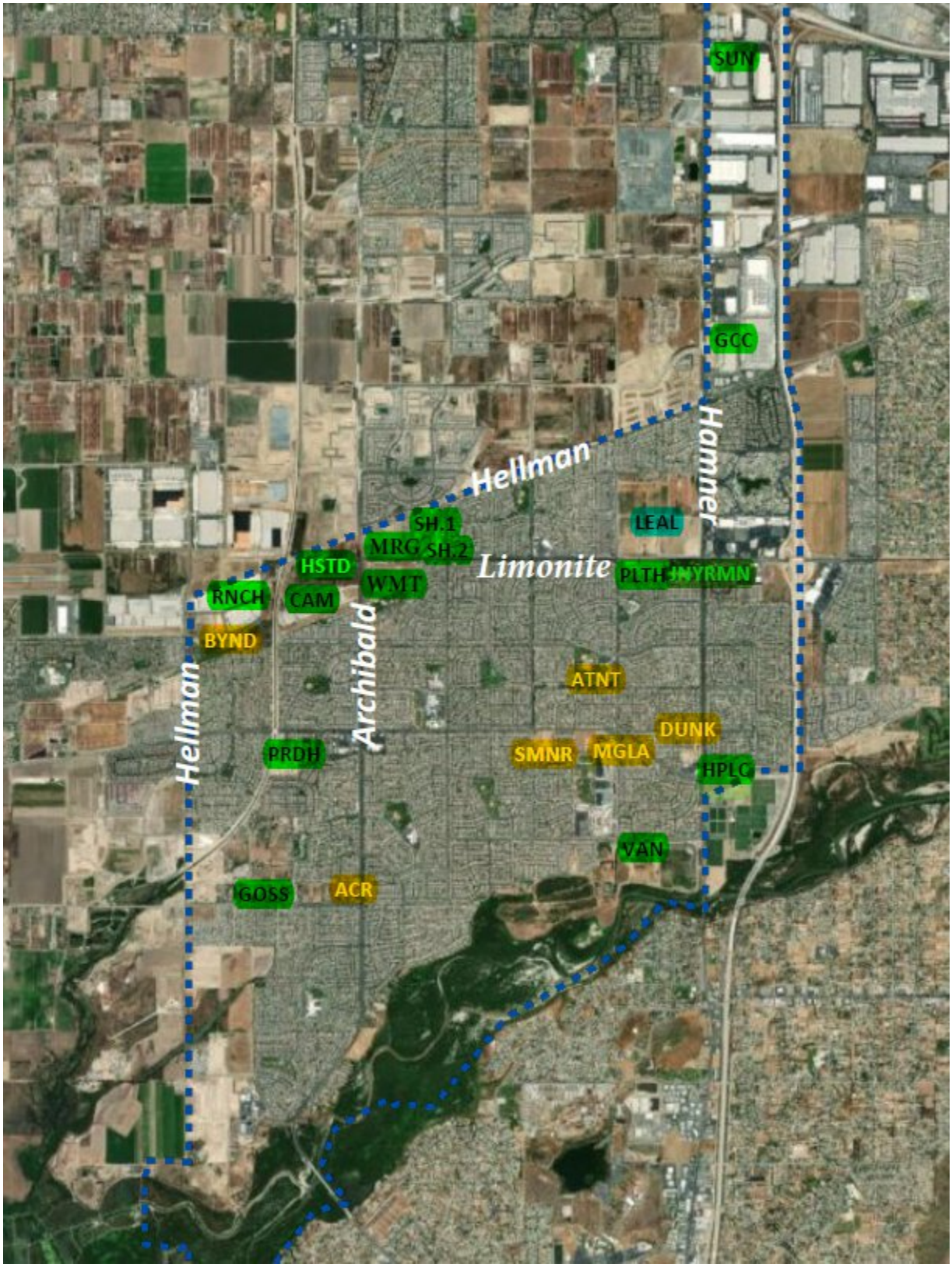
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In-Process/Review

Archibald and Chandler Retail (MAP ID: ACR)

Project:	Retail Center Archibald and Chandler
Project No.	PLN19-20000
Project Location:	Northwest corner of Archibald and Chandler; (Assessor Parcel Numbers: 144-130-004, 144-130-011, 144-130-012, 144-130-013)
Project Description:	A 2.71-acre mixed use commercial development comprised of a convenience store/ gas station/ carwash, a drive-through restaurant, and an undeveloped pad to be submitted at a later date.
Planner:	Shawnika Johnson/Gustavo Gonzalez

Notes:

- Received application on January 3, 2019.
- Incompleteness letter mailed on January 17, 2019.
- Public information meeting was held at city hall on February 20, 2019.
- Comment letter sent out to applicant on February 21, 2019.
- Meeting with applicant occurred on March 14, 2019.
- Revised submittal received 2.3.21 – Routed for department review.

Project Map:



Current Status:

- On 4.21.21 the Planning Commission recommended City Council approval of the project with the exception of the gas station and off-sale beer and wine.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Sumner Place Mixed-Use Development (MAP ID: SMNR)

Project:	Sumner Place Mixed-Use Development
Project No.	PLN20-20063_GPA_001, DR_002, COZ_001, TPM38031, TTM38032
Project Location:	Southeast corner of Sumner Ave. and Schleisman Rd.; (Assessor Parcel Number: 152-040-01)
Project Description:	General Plan Amendment to change the land use designation from Commercial Retail (CR 0.20-0.35 FAR) to Highest Density Residential (HHDR 20.1-40 du/ac). Change of Zone to change the zone from Heavy Agriculture (A-2) to General Residential (R-3). Major Development Review for the development of 216-unit apartment project on over 9.3 acres, consisting of seven two (2) to three (3) story type "V" apartment buildings with tuck under garages and surface parking, and a 5000 s.f. commercial building (located at the corner of Sumner Ave. and Schleisman Rd.). Tentative Parcel Map to create two (2) parcels one residential and one commercial. Tentative Tract Map for condominium purposes.
Planner:	Allen Lim/Gustavo Gonzalez

Notes:

- Received application on 11.5.20
- SB18 and AB52 notice provided.
- Comments provided to applicant 12.10.20
- On 5.19.21 the Planning Commission continued the item to June 16, 2021.

Project Map:



Current Status:

- On June 16, 2021, the Planning Commission PLN20-20063 continued the hearing item off calendar.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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ATNT Stadium Light Pole DR and VAR at Harada Park (MAP ID: ATNT)

Project:	ATNT Stadium Light Pole Variance and Major Development Review at Harada Park
Project No.	PLN20-20054_MDR_014 PLN20-20075_VAR_002
Project Location:	Harada Heritage Park at 13099 65th St., Eastvale CA. Located at the southwest corner of Scholar Way and 65th Street.
Project Description:	Major Development Review (elevated from a Minor Development Review) to remove an existing 80-foot-tall stadium light pole and replace with a new wireless communications facility disguised as an 80-foot-tall stadium light pole. Variance to allow a proposed disguised ball field light pole to exceed the maximum height limitation.
Planner:	Melissa Manzo/Gustavo Gonzalez

Notes:

- Received Major Development Review (elevated from a Minor Development Review) application on 10.8.20
- Received Variance application on 12.3.20
- Application currently under review.
- On 2.17.21 the Planning Commission continued the hearing item to the March 17th Planning Commission Hearing.

Project Map:



Current Status:

- On 3.17.21 the Planning Commission continued the hearing item off calendar.
- Awaiting approval of proposal from JCSD (property owner).

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Walmart (MAP ID: WMT)

Project:	Walmart Revision to TTM No. 35061 and Extension of Time
Project No.	PLN21-20021_MDR_002_EOT_001 (Ref. PLN12-0051)
Project Location:	Southeast corner of Limonite and Archibald Avenues (Assessor Parcel Number: 144-030-039)
Project Description:	Minor Development Review (Amendment/Revision to Approved Project): • This is for a minor revision of TTM. No. 35061 and minor design review to accommodate updated proto and gas station design site plan for Walmart. Extension of Time (EOT): • Tentative Tract Map (TTM No. 35061) Extension of Time – Expiring April 26, 2021.
Planner:	Allen Lim
Notes:	
▪ Received application on 4.15.21	

Project Map:



Current Status:

- Extension of Time and Revision to TTM No. 35061 received 4.15.21
- Awaiting further information from applicant.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Beyond Food Mart at The Ranch (MAP ID: BYND)

Project:	Beyond Food Mart Major Development Review and Conditional Use Permit(s)
Project No.	PLN21-20014_DR_002_CUP_003
Project Location:	Northeast corner of Hellman Ave. and Limonite Ave. at The Ranch Specific Plan (Assessor Parcel Number: 144-010-077)
Project Description:	Major Development Review, for the construction of a new 7,150 square-foot Beyond Food Mart with a single lane drive-through operation, a 5,177 square-foot canopy, and a 2,312 square-foot drive-through carwash Conditional Use Permit, for the operation of automobile service station with concurrent off sale of beer and wine (Type 20) Conditional Use Permit, for the operation of a C-Store with a drive-through Conditional Use Permit, for the operation of a drive-through carwash
Planner:	Allen Lim/Gustavo Gonzalez

Notes:

- Received application on 3.17.21

Project Map:



Current Status:

- Application currently under review.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Magnolia Ranch Residential Development (MAP ID: MGLA)

Project:	Magnolia Ranch Residential Development
Project No.	PLN21-20024_DR_003_COZ_001_GPA_001_DA_002_TTM38187
Project Location:	13175 Orange Street, Eastvale; (Assessor Parcel Number: 152-040-003)
Project Description:	Major Development Review (DR): Development of approximately 39 two-story motor court detached cluster homes and 89 three-story townhomes totally 128 homes on 6.2 net acres. The development will also include a linear park with a publicly accessible trail and various community amenities (pool, tot lot, picnic pavilion, etc) and off-site improvements along the frontages of Orange Street and Schleisman Road; Change of Zone (COZ): To change the zoning from Heavy Agriculture (A-2) to Planned Residential Development (PRD); General Plan Amendment (GPA): To change the General Plan land use designation from Medium Density Residential (MDR) to Very High Density Residential (VHDR); Tentative Tract Map No. 38167: For condominium purposes; Development Agreement (DA).
Planner:	Allen Lim/Gustavo Gonzalez

Notes:

- Received application on 5.6.21.

Project Map:



Current Status:

- Application currently under review. Awaiting technical studies.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Dunkin Donuts and Carwash DR and CUP (MAP ID: DUNK)

Project:	Dunkin Donuts and Carwash DR and CUP
Project No.	PLN21-20030_DR_003_CUP_007 Dunkin Donuts and American Express Carwash
Project Location:	Northwest corner of Schleisman and Hamner Ave.; Assessor Parcel Number (APN) 152-341-017
Project Description:	Major Development Review (DR): For the development of a 3,400 square foot multi-tenant building where 1,600 square feet will be for a Dunkin Donuts with a drive-through and outdoor patio and where 1,800 square feet will be for a bistro with an outdoor patio. Major Development Review (DR): for the development of a 5,113 square foot car/truck wash with 15 vacuum stalls. Conditional Use Permit (CUP): To allow the operation of a drive-through for the restaurant use. Conditional Use Permit (CUP): To allow the operation of a drive-through for the car/truck wash use.
Planner:	Allen Lim

Notes:

- Received application on 5.26.21

Project Map:



Current Status:

- Project is currently under review. Awaiting technical studies.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Zeppin Sushi DR and CUP (MAP ID: GCC.8)

Project:	Zeppin Sushi Alcohol CUP
Project No.	PLN21-20036_CUP_008 Zeppin Sushi Alcohol CUP
Project Location:	4910 Hamner Avenue, Suite 170; Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road (The Station – Goodman Commerce Center) (APN) 160-510-019
Project Description:	Conditional Use Permit (CUP): To allow the on-site sale/consumption of beer and wine in conjunction with a new sit-down restaurant (Zeppin Sushi)
Planner:	Allen Lim

Notes:

- Received application on 6.28.21

Project Map:



Current Status:

- On July 21, 2021, the Planning Commission approved PLN21-20036 subject to the conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Hamner Place TPM No. (MAP ID: HPLC.4)

Project:	Hamner Place TPM No. 37955
Project No.	PLN21-20038 TPM No. 37955 Hamner Place Tentative Parcel Map
Project Location:	East of Hamner Avenue and south of Schleisman Road (Hamner Place); APN 152-060-060 and 152-060-047
Project Description:	Tentative Parcel Map (TPM): To subdivide approximately 4.2 acres consisting of two (2) parcels into four (4) parcels to accommodate a future building pads in the C-1/C-P)
Planner:	Allen Lim

Notes:

- Received application on 6.28.21

Project Map:



Current Status:

- On July 21, 2021, the Planning Commission approved PLN21-20038, subject to the conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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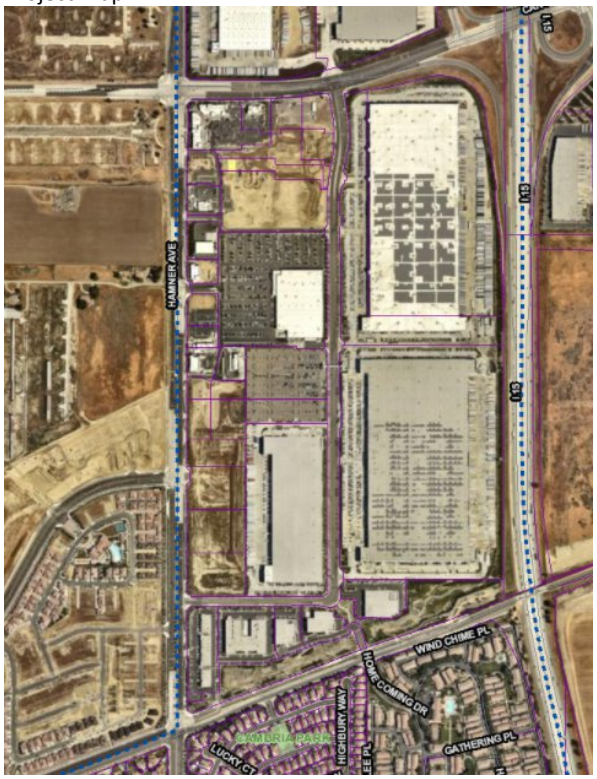
Goodman Commerce Center (MAP ID: GCC)

Project:	Goodman Commerce Center (formally Lewis Eastvale Commerce Center)
Project No.	11-0271 **see related projects below
Project Location:	190 acres +/- fronting on Hamner Ave. north of Bellegrave Ave. and south of Cantu-Galleano Ranch Road
Project Description:	General Plan Amendment, Change of Zone, and Specific Plan to provide a mix of warehousing, light industrial, office, and retail uses. Major Development Review for the development of two industrial buildings of approximately 1,007,705 square feet and 1,033,192 square feet. CEQA: Environmental Impact Report (certified)
Planner:	Allen Lim

Notes:

- Approved by City Council on November 12, 2014
- See the following projects for more recent activity at the Goodman Commerce Center Development:
  - Project No. PLN17-20033: Retail Building CR-3 – Starbucks & other tenants (GCC.1)
  - Project No. PLN18-20014: Retail Building CR-12 – Quick Quack Carwash (GCC.2)
  - Project No. PLN18-20042: Retail Building CR-11 – Multi-Tenant (GCC.3)
  - Project No. PLN19-20006: Retail Building CR-10- Chick-fil-A (GCC.4)
  - Project No. PLN 19-20063 Retail Building CR-8 – Altura Credit Union (GCC.5)
  - Project No. PLN 19-20064 Retail Building CR-6 (GCC.6)

Project Map:



Current Status:

- Various buildings complete, operating and under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Retail Unit CR-12 (GCC.1)

Project:	Goodman Retail CR-12 – Quick Quack Car Wash
Project No.	PLN18-20014
Project Location:	West of Amazon off-site parking lot and south of Costco parking lot in the retail portion of Goodman Commerce Center
Project Description:	Major Development Review for a proposed self-serve car wash with a 3,571-square foot car-wash tunnel, vacuum canopy structure, and associated parking.
Planner:	Allen Lim

Notes:

- Received application on March 21, 2018.
- Planning Commission approval on June 20, 2018.
- Revised construction plans approved on May 30, 2019.

Project Map:



Current Status:

- Quick Quack Car Wash is completed and in operation

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Retail Unit CR-3/SBUX (GCC.2)

Project:	Goodman Retail Building CR-3 and Starbucks Drive-Through DR & CUP
Project No.	PLN17-20033
Project Location:	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road and west of Goodman Way; Goodman Commerce Center
Project Description:	Major Development Review for the development of CR-3, a 4,000 square-foot multi-tenant building and Conditional Use Permit for a drive-through located in the retail portion of the Goodman Commerce Center
Planner:	Allen Lim

Notes:

- Planning Commission approval on March 21, 2018.
- Starbucks in operation as of February 7, 2019.



Project Map:



Current Status:

- Starbucks is completed and in operation.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Multi-Tenant Unit CR-11 (GCC.3)

Project:	Goodman Commerce Center CR-11 – Multi-Tenant Building
Project No.	PLN18-20042
Project Location:	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road and west of Goodman Way, Parcel 10 of Parcel Map 37208; (Assessor's Parcel Number 160-020-078)
Project Description:	Major Development Review for a new 6,000 square-foot multi-tenant retail building on a 37,250 square-foot site.
Planner:	Allen Lim

Notes:

- Received application on July 26, 2018.
- Building plans received November 20, 2018. Comments provided to applicant December 27, 2018.
- Approved by Planning Commission on October 17, 2018.
- Landscape plans approved on January 21, 2019.
- Revised construction plans approved on February 19, 2019.
- On 10.17.18 the Planning Commission approved the project subject to conditions of approval.

Project Map:



Current Status:

- Building is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Chick-fil-A (GCC.4)

Project:	Chick-fil-A at Goodman Commerce Center
Project No.	PLN19-20006
Project Location:	5080 Hamner Avenue (Assessor Parcel Numbers: 160-020-079) (Goodman CR-10)
Project Description:	Major Development Review and Conditional Use Permit for development and operation of a 4,833 sq. ft. restaurant with two drive-through lanes
Planner:	Allen Lim

Notes:

- Received application on February 19, 2019.
- Incompleteness letter sent on March 13, 2019.
- Comment letter sent on March 25, 2019.
- Meeting with applicant on April 3, 2019 to discuss comment letter.
- Revised plans received on April 12th and April 29th.
- On 5.15.19 the Planning Commission approved the project subject to conditions of approval.



Project Map:



Current Status:

- Chick-fil-A is completed and in operation.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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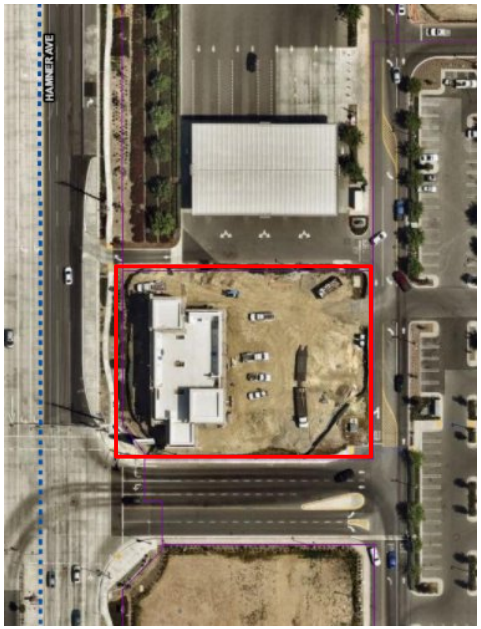
Altura Credit Union D.R (GCC.5)

Project:	Goodman Commerce Center CR-8 Altura Credit Union - Major Development Review (DR)
Project No.	PLN19-20063
Project Location:	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road – West of Goodman Way Parcel 10 of Parcel Map 37208; (Assessor's Parcel Number: 160-020-082)
Project Description:	▪ Major Development Review for the development of a Credit Union Bank (CR-8) totaling approximately 5,000 square feet
Planner:	Allen Lim/Gina Gibson-Williams

Notes:

- Received application on December 12, 2019.
- Routed for department review on December 23, 2019.
- Planning and department comments provided to applicant on January 23, 2020.
- Resubmittal received on January 30, 2020.
- On 2.19.20 the Planning Commission approved the project subject to conditions of approval.

Project Map:



Current Status:

- Building is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Building CR-6 D.R (GCC.6)

Project:	Goodman Commerce Center CR-6– Major Development Review (DR)
Project No.	PLN19-20064
Project Location:	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road – West of Goodman Way Parcel "A" of Lot Line Adjustment 2018-001; (Assessor's Parcel Number: 160-020-088)
Project Description:	▪ Major Development Review for the development of a multi-tenant retail building (CR-6) totaling approximately 4,800 square-feet
Planner:	Allen Lim/Gina Gibson-Williams

Notes:

- Received application on December 12, 2019.
- Routed for department review on December 23, 2019.
- Planning and department comments provided to applicant on January 23, 2020.

Project Map:



Current Status:

- The Planning Commission approved the project on February 19, 2020.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

"CR-6A, CR-A, CR-B (Tawa), and CR-C (Food Hall)" (GCC.7)

Project:	Goodman Commerce Center "The Station" Planning Area 4 CR-6A, CR-A, CR-B, CR-C
Project No.:	PLN20-20018_DR_001_TPM37936_CUP_002
Project Location:	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Road, west of Goodman Way; Assessor's Parcel Number (APN): 160-020-066, -068, -071, -084
Project Description:	▪ Major Development Review: o 6,000 sf. retail building (CR-6A) located on a building pad directly east of CR-6. o 21,500 square foot retail building (CR-A) locating directly north of the Costco Wholesale Store. o 35,000 square foot retail grocery building (CR-B) located adjacent to CR-A. This use is proposed to be a typical, full service, grocery retailer. o 16,000 square foot food hall (CR-C) located across from the grocery retailer, accessed through a shared courtyard entrance. ▪ Tentative Parcel map to create 11 commercial parcels and facilitate various site and circulation improvements would be made to connect the parking areas to the nearby roadways. ▪ Conditional Use Permit to allow for the on-site consumption in association with bona-fide food sale/restaurant uses and the off-site sale for the grocery retail store.
Planner:	▪ Gustavo Gonzalez
Notes:	▪ Application submitted on May 14, 2020. ▪ Distributed to Development Review Committee on May 21, 2020 and received comments and draft conditions on June 11, 2020. ▪ Approved by the Planning Commission on July 15, 2020.

Project Map:



Current Status:

- Grading is currently in progress.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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The Campus (MAP ID: CAM)

Project:	The Campus (former Providence Business Park)
Project No.	12-0750
Project Location:	West of Archibald Avenue and approximately 750 ft. south of Limonite Avenue (APNs 144-010-002, -033, -037 & -038)
Project Description:	Change of Zone, Major Development Review, and Tentative Parcel Map for the development of a business park consisting of 11 new industrial buildings ranging from 12,850 square feet to 129,000 square feet (totaling approximately 694,770 square feet), one 2-story office building of 33,600 square feet, and two retail buildings totaling 10,600 square feet on 53.37 gross acres of vacant land (former Bircher's site). CEQA: EIR Addendum
Planner:	Allen Lim

Notes:

- Approved by City Council on April 9, 2014
- All industrial buildings are built and occupied.
- See the following projects for more recent activity at The Campus (former Providence Business Park) Development:
  - PLN19-20001 The Campus Self-Storage Facility DR, CUP (CAM.1)
  - PLN19-20008 The Campus 7-Eleven DR, CUP (CAM.2)
- Front land abutting Archibald has been entitled with The Campus Self-Storage and The Campus 7-Eleven.

Project Map:



Current Status:

- The Campus (industrial buildings) are constructed and in operation.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Self-Storage D.R & C.U.P (CAM.1)

Project:	The Campus Self-Storage Facility DR & CUP
Project No.	PLN19-20001
Project Location:	West side of Archibald Avenue and South of Providence Way; (Assessor Parcel Number: 144-010-063)
Project Description:	Major Development Review and Conditional Use Permit for development and operation of a 4-story, self-storage facility in the front portion of The Campus development.
Planner:	Allen Lim

Notes:

- Received application on January 22, 2019.
- This project would replace an earlier approval for a two-story office building at this location.
- Application incompleteness letter sent on February 11, 2019.
- Comment letter sent on February 25, 2019.
- Second resubmittal received on February 27, 2019.
- 2nd incomplete application letter sent on March 13, 2019.
- 3rd resubmittal received on May 23, 2019.
- 4th submittal received on June 7, 2019.
- On 7.17.19 the Planning Commission approved the project subject to conditions of approval.

Project Map:



Current Status:

- The self-storage facility is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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7-Eleven C.U.P (CAM.2A)

Project:	The Campus 7-Eleven Gas Station DR, CUP's
Project No.	PLN19-20008
Project Location:	The Campus (West side of Archibald and South of Providence Way); (Assessor Parcel Number: 144-010-063)
Project Description:	Major Development Review and Conditional Use Permit for development and operation of a convenience store, gas station and carwash.
Planner:	Allen Lim

Notes:

- Received application on February 26, 2019.
- Incomplete letter sent on March 14, 2019.
- Comment letter sent on March 22, 2019.
- 2nd resubmittal received on May 17, 2019.
- 3rd submittal received on June 7, 2019.
- On July 17, 2019, the Planning Commission approved the project subject to conditions of approval. (See PLN19-20029)

Project Map:



Current Status:

- Construction plans are currently under review.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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7-Eleven Appeal (CAM.2B)

Project:	The Campus 7-Eleven Gas Station DR Appeal
Project No.	PLN19-20029
Project Location:	The Campus (West side of Archibald and South of Providence Way); (Assessor Parcel Number: 144-010-063)
Project Description:	▪ Appeal Planning Commission's approval of a Major Development Review and Conditional Use Permit for development and operation of a convenience store, gas station and carwash.
Planner:	Allen Lim

Notes:

- Received application on July 29, 2019.

Project Map:



Current Status:

- City Council denied the appeal and recommended new conditions on August 28, 2019. See PLN19-20008 for current status.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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The Ranch (MAP ID: RNCH)

Project:	The Ranch
Project No.	15-0783
Project Location:	Northeast and southeast corners of Hellman and future Limonite (Kimball) Avenues, west of Cucamonga Creek Channel. Moons Site (APNs: 144-010-008-0, 144-101-013-4) and Rodriguez Site (APN: 144-010-009-1)
Project Description:	• Specific Plan Amendment to modify boundaries for Planning Areas 1 through 6, land use designation for Planning Area 5, and revisions to allowable uses. No revisions to Planning Areas 7 through 9. • Major Development Review for six (6) industrial buildings totaling 985,000 square feet on six (6) parcels. • Tentative Parcel Map No. 36787 to subdivide approximately 97 gross acres into 14 legal parcels. CEQA: EIR Addendum
Planner:	Allen Lim

Notes:

- Approved by City Council on December 9, 2015.
- February 19, 2016, a new owner purchased the six (6) industrial lots.
- Monument Sign approved on February 1, 2018.
- See the following projects for more recent activity at The Ranch:
  - Project No. PLN18-20007: Eastvale 88,000 square-foot Warehouse building in Planning Area 3. (RNCH.1)
  - Project No. PLN18-20050: Howard Industrial -Major Development Review, Tentative Map for Planning Areas 7, 8 and 9 (RNCH.2)
  - Project No. PLN19-20034: Transwestern – Major Development Review, Amendment to Tentative Parcel Map for Planning Areas 7, 8, and 9 (RNCH.3)
  - Project No. PLN19-20035: Summit Development – Major Development Review for Planning Area 6 (RNCH.4)

Project Map



Current Status:

- Approved.
- Continue discussing potential development for commercial portion.
- Construction of six industrial/warehouse buildings are completed.
- Final Cancellation of the Williamson Act Contract for the Rodriguez Site scheduled for City Council meeting on July 24, 2019.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Warehouse/Industrial D.R (RNCH.1)

Project:	The Ranch Planning Area 3 Warehouse/Industrial Building
Project No.	PLN18-20007
Project Location:	Planning Area 3 of The Ranch at Eastvale
Project Description:	Major Development Review to construct an 88,000 square-foot industrial building on 5 acres in Planning Area 3 of The Ranch at Eastvale.
Planner:	Allen Lim

Notes:

- Received application on February 14, 2018.
- On May 16, 2018 Planning Commission approved Major Development Review
- Approved construction plans October 31, 2018.



Project Map:



Current Status:

- The building is completed and in operation.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Howard Industrial (RNCH.2)

Project:	Howard Industrial at The Ranch (Rodriguez Site)
Project No.	PLN18-20050
Project Location:	East end of Limonite Avenue (The Ranch Planning Area 7, 8 and 9); Assessor's Parcel Numbers: 144-010-009 and 144-010-004, and 144-010-005
Project Description:	▪ Major Development Review for development of a 21-acre site for light industrial uses located in Planning Areas 7 and 9 of The Ranch Specific Plan ▪ Tentative Parcel Map to subdivide the project site. ▪ Diminishment of Agricultural Preserve & Williamson Act Cancellation for the project site.
Planner:	Allen Lim

Notes:

- Agricultural Preservation & Williamson Act Cancellation submitted on September 4, 2018.
- Major Development Review and Tentative Parcel Map received on October 24, 2018.
- Approved by Planning Commission for Major Development Review and Tentative Parcel Map on December 19, 2018.
- Approved by City Council for diminishment of the agricultural preserve and tentative cancellation of the Williamson Act contract on February 13, 2019.
- Staff is in discussion with a new owner regarding design changes.
- Final Cancellation of Williamson Act Contract approved by City Council July 24, 2019.

Project Map:



Current Status:

- See PLN19-20034 for current status with new owner.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Rodriguez Site D.R (RNCH.3)

Project:	The Ranch by Transwestern (Rodriguez Site)
Project No.	PLN19-20034
Project Location:	East end of Limonite Avenue (The Ranch Planning Area 7, 8 and 9); (Assessor's Parcel Numbers: 144-010-009 and 144-010-004, and 144-010-005)
Project Description:	▪ Major Development Review (DR) and an Amendment to the Tentative Parcel Map (TPM) to construct 2 light industrial warehouses on the Rodriguez Site (Planning Area 7, 8, and 9) located on the southeast corner of Moon Place and Remington Avenue.
Planner:	Allen Lim

Notes:

- Received application on September 3, 2019.
- Routed to other departments for review.
- Incompleteness letter provided to applicant on October 8, 2019.
- Precise Grading Plans received 12/23/19; Precise Grading comments provided 1/13/20; Awaiting resubmittal of Major Development Review and Precise Grade.
- Routed for comments from other departments on February 12, 2020.
- Received comments on February 26, 2020.
- Received Submittal 3 on April 8, 2020.
- On 6.17.21 the Planning Commission approved the project subject to conditions of approval.

Project Map:



Current Status:

- The Ranch by Transwestern (Industrial Buildings 1 and 2) are currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Summit Development (RNCH.4)

Project:	The Ranch by Summit Development (Parcel 14)
Project No.	PLN19-20035
Project Location:	East end of Limonite Avenue (The Ranch Planning Area 6); (Assessor's Parcel Number: 144-010-058)
Project Description:	▪ A Major Development Review for a 61,000 square foot light industrial building on 4.36 acres of Parcel 14 on The Ranch. The building will be located in Planning Area 6 of The Ranch Specific Plan. ▪
Planner:	Allen Lim

Notes:

- Received pre-application on September 12, 2019.
- Routed to other departments for review.
- Comments provided to applicant 10/17/19.
- Formal submittal received January 15, 2020 – Routed for department review.
- On 2.19.20 the Planning Commission approved the project subject to conditions of approval.

Project Map:



Current Status:

- Construction documents currently under review.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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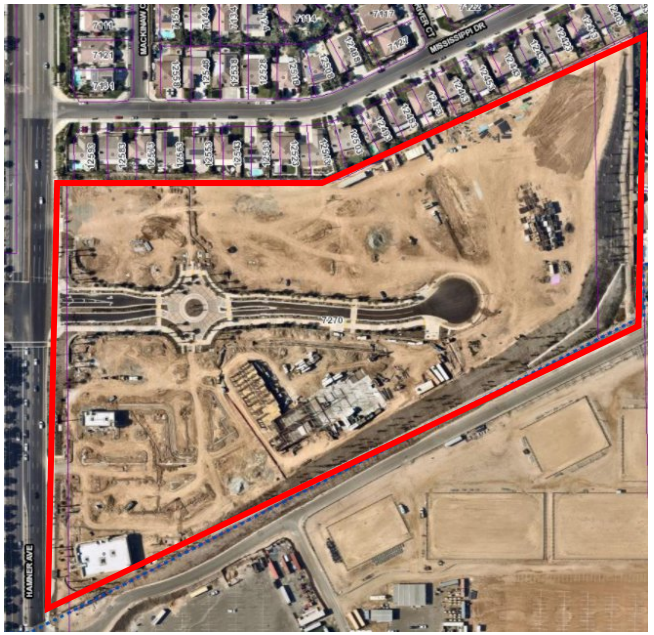
Hamner Place (MAP ID: HPLC)

Project:	Hamner Place (former Polopolus Property)
Project No.	PLN17-20015
Project Location:	7270 Hamner Avenue; North of Silver Lakes Sports Complex and east of Hamner Avenue. APNs: 152-060-002 and -003
Project Description:	General Plan Amendment, Change of Zone, Tentative Parcel Map, and Major Development Review for the development of a retail center, and four Conditional Use Permits for the operations of certain uses and sales of alcohols. CEQA: Environmental Impact Report (EIR)
Planner:	Gina Gibson-Williams/ Allen Lim

Notes:

- June 25, 2018, applicant withdrew two Conditional Use Permits (for a drive-through on Pads 2 and for alcohol sales in a future gas station convenience store).
- June 27, 2018: City Council certified the Final EIR and approved all applications. Notice of Determination recorded on June 28, 2018.
- See the following projects in the retail center:
- Project No. PLN18-20041: Chevron Gas Station and Convenience Store DR CUP
- Project No. PLN19-20023: Lewis Retail Suites Hotel DR CUP
- Project No. PLN19-20053: Retail Suites DR
- Project No. PLN19-20044: Appeal Chevron Gas Station and Convenience Store DR CUP
- Mass grading plan received on June 10, 2019; comments provided on June 12, 2019 requesting for documentations showing compliance with the conditions of approval for grading permit issuance.
- Rough grading plans received on June 24, 2019; Received documentation showing compliance to Conditions of Approval and approved July 2, 2019.
- Groundbreaking July 12, 2019

Project Map:



Current Status:

- Hamner Place is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Hotel Suites (HPLC.1)

Project:	Hotel Suites at Hamner Place
Project No.	PLN19-20023
Project Location:	Southeast corner of Hamner Avenue and Schleisman Road; (Assessor Parcel Number: 152-050-050)
Project Description:	A Major Development Review for a hotel and a banquet facility and a Conditional Use Permit for the sale of alcohol for on-site consumption.
Planner:	Gina Gibson-Williams

Notes:

- Received application on June 6, 2019.

See the following project for more information:

- PLN17-20015: Hamner Place (former Polopolus Property)
- Approved by Planning Commission on June 19, 2019.
- Building plans received for review on January 30, 2020.

Project Map:



Current Status:

- The Staybridge Suites is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Hamner Place Chevron Appeal (HLPC.2A)

Project:	Appeal for Chevron Gas Station (Hamner Place) DR & CUP
Project No.	PLN19-20055 (see PLN18-20041)
Project Location:	7180 Hamner Avenue; northeast corner of Hamner Ave. and Schleisman Rd.; (Assessor's Parcel Number: 152-060-003)
Project Description:	▪ Appeal Planning Commission's denial for the Major Development Review for a new Chevron gas station with a 3,018 square-foot convenience store, 3,472 square-foot canopy and a Conditional Use Permit, to allow the sales of beer and wine for off-site consumption (See Map ID: 19)
Planner:	Allen Lim

Notes:

- Received application on November 26, 2019

Project Map:



Current Status:

- City Council approved the project and recommended new conditions of approval on January 22, 2020. See PLN18-20041 for current status.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Hamner Place Chevron Initial (HPLC.2B)

Project:	Chevron at Lewis Retail at the Hamner Place (former Polopolus Property)
Project No.	PLN18-20041
Project Location:	7180 Hamner Avenue; northeast corner of Hamner Ave. and Schleisman Rd. (Assessor's Parcel Number 152-060-003)
Project Description:	Major Development Review for a new Chevron gas station with a 3,018 square-foot convenience store, a 3,472 square-foot canopy with five (5) fueling dispensers, and associated site improvements. • Conditional use permit for sales of beer and wine for off-site consumption.
Planner:	Allen Lim

Notes:

- Received application on July 24, 2018; has been routed to the other departments for a review.
- Incompleteness letter out to applicant on August 28, 2018.
- Comment letter provided to applicant on September 18, 2018.
- Second revised development plans received November 5, 2018.
- Second submittal comment letter provided to applicant on November 14, 2018.
- Third revised development plans received January 22, 2019.
- Incompleteness letter to applicant on February 12, 2019.
- Comment letter sent to applicant on February 20, 2019.
- Planning Commission denied the project on November 20, 2019.
- Applicant has applied to appeal the Planning Commission's decision on November 20, 2019 (See PLN19-20055)
- City Council approved the appeal and recommended new conditions of approval on January 22, 2020.

Project Map:



Current Status:

- Construction plans are currently under review.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Hamner Place Retail Suites D.R (HPLC.3)

Project:	Hamner Place Retail Suites – Major Development Review (DR)
Project No.	PLN19-20053
Project Location:	Southeast corner of Hamner Avenue and Schleisman Road; (Assessor's Parcel Number: 152-060-003)
Project Description:	▪ Major Development Review for a multi-tenant building to include retail suites and a potential restaurant. The restaurant is proposed to be 5,910 square feet and the shops portion of the building is 2,270 square feet for a total building floor area of 9,190 square feet.
Planner:	Gina Gibson-Williams
Notes:	
▪ Received application on November 21, 2019.	

Project Map:



Current Status:

- On December 18, 2019, the Planning Commission approved project PLN19-20053 subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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The Merge (MAP ID: MRG)

Project:	The Merge Retail and Industrial Center
Project No.	PLN18-20026
Project Location:	Northeast corner of Limonite Avenue and Archibald Avenue; APN: 164-010-019-6
Project Description:	Major Development Review, Tentative Parcel Map, and Variance for the development of a retail and light industrial center on an approximately 26-acre site, and various Conditional Use Permits for certain uses.
Planner:	Allen Lim

Notes:

- Received application on May 24, 2018; Development plans received on June 26, 2018.
- Draft Environmental Impact Report (EIR) available for a 45-day public review period from September 18, 2018, to November 2, 2018.
- Condition Use Permits application submitted on October 1, 2018.
- November 21, 2018, Planning Commission recommended approval of all applications, plus added new conditions for the Major Development Review application.
- December 12, 2018, City Council certified the EIR and approved all applications as recommended by the Planning Commission including the new conditions recommended by the Planning Commission, plus the Council added one new condition for the Major Development Review. January 9, 2019, City Council conducted second reading of ordinance for Change of Zone.
- Construction building plans for industrial buildings 1-6 approved by Planning 11.25.19
- Sprouts (Major 1) is completed and in operation 10.28.20

Project Map:



Current Status:

- The Merge is currently under construction (pending final sign off).

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Retail Minor D.R (MRG.1)

Project:	The Merge Retail (Major 2) Minor Development Review
Project No.	PLN19-20041
Project Location:	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
Project Description:	▪ Minor Development Review to replace the previously approved pharmacy with a drive through to two (2) retail buildings.
Planner:	Allen Lim

Notes:

- Received application on October 28, 2019.
- Application has been deemed incomplete on December 23, 2019.
- Received resubmittal on February 3, 2020.
- On February 26, 2020, the Planning Division approved the project subject to conditions of approval.

Project Map:



Current Status:

- The building is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Retail Major Shops 4 D.R (MRG.2)

Project:	The Merge Retail Major Development Review (DR) Shops 4
Project No.	PLN19-20049
Project Location:	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
Project Description:	▪ Major Development Review for the addition of one new building with a drive-through Shops 4 with drive-through is estimated to be 10,500 square feet.
Planner:	Gina Gibson-Williams/ Allen Lim

Notes:

- Received application on November 7, 2019.
- Application has been deemed incomplete November 7, 2019.
- On February 19, 2020, the Planning Commission approved PLN19-20049 subject to conditions of approval.

Project Map:



Current Status:

- The building is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Retail Shops 4 C.U.P (MRG.3)

Project:	The Merge Retail Shops 4 Drive-Through CUP
Project No.	PLN19-20050
Project Location:	Northeast corner of Limonite Avenue and Archibald Avenue; (Assessor's Parcel Number: 164-010-019-6)
Project Description:	▪ Conditional Use Permit for the operation of a Drive-Through at Shops 4 of the Merge.
Planner:	Gina Gibson-Williams/ Allen Lim

Notes:

- Received application on November 7, 2019.
- Application has been deemed incomplete November 7, 2019.
- On February 19, 2020, the Planning Commission approved CUP PLN19-20050 subject to conditions of approval.

Project Map:



Current Status:

- The building is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Bushfire Kitchen Alcohol CUP (MAP ID: MRG.5)

Project:	Bushfire Kitchen Alcohol CUP
Project No.	PLN21-20028_CUP_006 Bushfire Kitchen Alcohol CUP
Project Location:	14134 Limonite Ave Suite 240 Eastvale at The Merge, CA 92880; Assessor Parcel Number (APN) 164-010-019
Project Description:	Conditional Use Permit (CUP): to allow the sale and consumption of beer, wine, and distilled spirits on-site
Planner:	Allen Lim

Notes:

- Received application on 5.19.21

Project Map:



Current Status:

- On June 16, 2021 the Planning Commission approved the project subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Walmart (MAP ID: WMT)

Project:	Walmart – Eastvale Crossings
Project No.	PLN12-0051
Project Location:	Southeast corner of Limonite and Archibald Avenues (APN 144-030-039)
Project Description:	General Plan Amendment, Change of Zone, Major Development Review, five Conditional Use Permits, Tentative Tract Map No. 35061, and Variance for the development of a 177,000 +/- sq. ft. retail store and several outparcels on 24.78 acres. CEQA: Environmental Impact Report (certified)
Planner:	Allen Lim

Notes:

- City Council approval on April 26, 2017.
- Project was reviewed by the Riverside County Airport Land Use Commission and received a conditional finding of conformance with the Chino Airport Land Use Compatibility Plan.
- Public review of DEIR available from September 27 to November 17, 2016.
- On March 15, 2017, the Planning Commission reviewed and recommended approval of the project to City Council.
- City Council public hearing on April 12, 2017, with a staff recommendation to continue the hearing to April 26, 2017.
- City Council approval on April 26, 2017. Notice of Determination recorded on April 27, 2017.
- Waiting for applicant to submit construction plans.
- Extension of Time (PLN19-20052) has been approved by the Planning Commission on 1.15.2020
- Extension of Time (PLN19-20052) has been approved by the Planning Commission on 1.15.2020

Project Map:



Current Status:

- Waiting for applicant to submit construction plans.
- Extension of Time and Revision to TTM No. 35061 received 4.15.21. See PLN21-20021 for current status.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Sendero Homes (MAP ID: SH.1)

Project:	Sendero Cluster Homes by Lennar
Project No.	PLN17-20043
Project Location:	West portion of Sendero (Tracts 36775-2, 36775-3, and 36775) at northwest corner of Limonite Avenue and Harrison Avenue.
Project Description:	Minor Development Review for Master Home Plan of the 6-Pack and 8-Pack at Sendero.
Planner:	Allen Lim

- Received application on December 19, 2017, plans provided on December 21, 2017.
- Final Site of Development plans are approved on May 1, 2018.
- Architectural elevation approved on August 14, 2018.
- On-site Subdivision Flags signage submitted on March 28, 2019 by Lennar and approved on April 30, 2019.





Project Map:



Current Status:

- Homes are currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Sendero Front Loaded Homes (MAP ID: SH.2)

Project:	Sendero Century Communities Front Loaded Homes
Project No.	PLN18-20032
Project Location:	Northeast corner of Archibald Avenue and Chandler Street; Tract Map 36775-1
Project Description:	Minor Development Review for architectural design and Final Site of Development for front loaded homes (eastern side of the SEC easement) at Sendero. This portion consists of 82 single-family homes.
Planner:	Allen Lim

Notes:

- Received application on June 27, 2018; has been routed to the other departments for a review.
- Architectural plans and enhancement map approved on August 15, 2018.
- Phase 1 and 2 of Precise Grading Plans approved September 9, 2018.
- Revised lot exhibits approved September 20, 2018.
- Front load landscape plans are approved on December 11, 2018.
- Sendero Century Community Subdivision Sign application submitted on February 7, 2019.
- Applicant resubmitted On-site subdivision flags signage plans May 6, 2019.
- Received revised Final Site of Development (FSOD) map on May 7, 2019 and grading plans on May 22, 2019. Comments provided on May 23, 2019.
- On-site subdivision flags approved April 30, 2019.
- Applicant proposes house plotting changes.
- Model homes are open.
- Waiting for revised FSOD map.
- Precise Grading Plans received December 23, 2019 – Planning approved Precise Grading on January 6, 2020

Project Map:



Current Status:

- Homes are currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

Prado Homes (MAP ID: PRDH)

Project:	Prado Residential Development by Lennar
Project No.	PLN18-20008
Project Location:	Southeast corner of Cucamonga Creek Channel and Schleisman Road
Project Description:	Major Development Review to develop a gated community of 243 attached and detached single-family homes on approximately 19 acres at Tract 35751 on Schleisman Road.
Planner:	Allen Lim

Notes:

- Received application on February 22, 2018.
- Planning Commission approval on June 20, 2018.
- Approved final site of development on December 10, 2018.
- Approved construction plans and fence and wall plan on March 7, 2019.
- HOA production landscaping plans approved on March 13, 2019.
- Temporary Use Permit (TUP) for model home complex and sales trailer approved on March 13, 2019.
- Revised HOA landscape plans approved May 16, 2019.

Project Map:



Current Status:

- Homes are currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Pulte Homes (MAP ID: PLTH)

Project:	Pulte Residential Development
Project No.	PLN18-20038
Project Location:	Southeast corner of Limonite Avenue and Scholar Way (west of Cloverdale Marketplace)
Project Description:	Minor Development Review for a Master Home Plan consisting of 79 residential units. This tract (Tract No. 28943) was approved and finalized by the County prior to cityhood.
Planner:	Allen Lim

Notes:

- Received application on July 9, 2018. This is a recorded subdivision; application is for the review of the design of the homes only.
- Approval letter sent on August 31, 2018.
- Revised architectural plans approved October 10, 2018.
- Construction building plans approved October 30, 2018.
- Site is being graded consistent with the recorded subdivision map.
- Approved construction fence and wall plans on March 7, 2019.
- Temporary Use Permit (TUP) for sales office approved March 26, 2019.
- On-site Subdivision Flags Signage approval letter sent on March 27, 2019.
- Received revised elevations for Lot 54 on April 25, 2019 and comment provided on May 2, 2019.
- Final revised elevation for lot 54 received on May 21, 2019; approved on May 22, 2019.
- Model homes opened on March 9, 2019.

Project Map:



Current Status:

- Construction is complete.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Sunshine Growers (MAP ID: SUN)

Project:	Sunshine Growers Nursery
Project No.	PLN18-20040
Project Location:	North of Riverside Drive; south of SR 60, east of Milliken Avenue, west of I-15; (Assessor's Parcel Number 156-030-021, -023, -030, and -031)
Project Description:	Major and Minor Development Review for the installation of a 20,000 square-foot greenhouse for a plant nursery for Sunshine Growers Nursery located on Riverside Dr. and Hamner Ave.
Planner:	Allen Lim

Notes:

Major Development Review

- Applications received on July 25, 2018 and October 3, 2018.
- Approved by Planning Commission on October 17, 2018.
- Approval letter and development plans sent on November 5, 2018.
- Construction plans for the nursery, retail, and wall for the trash enclosure received on April 8, 2019. Comment provided on April 23, 2019.
- Waiting for submittal for installation of propane gas from applicant.
- Grading plans received April 3, 2019. Comments provided April 24, 2019.
- Landscape plans received May 15, 2019. Comments provided May 23, 2019.
- Grading plans approved June 17, 2019
- Landscape plans approved June 20, 2019
- Construction plans approved July 17, 2019

Project Map:



Current Status:

- Sunshine Growers is complete and in operation.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

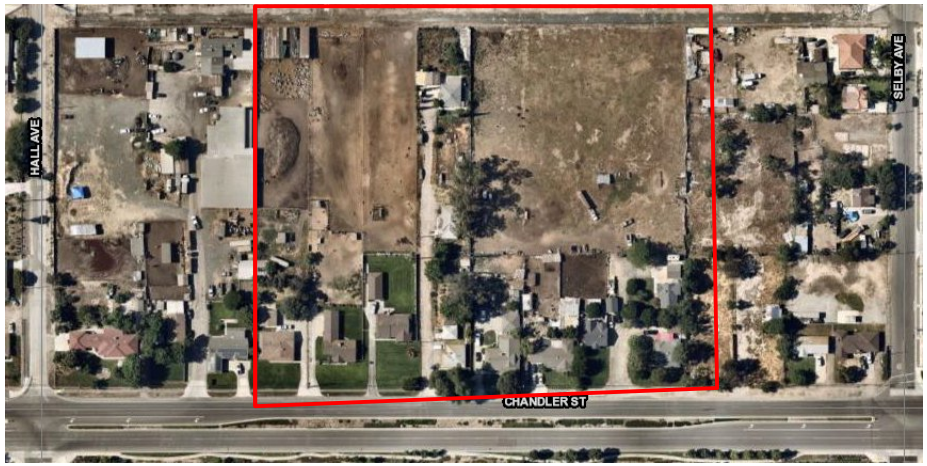
Gossett Self-Storage (MAP ID: GOSS)

Project:	Gossett Development Self-Storage Major DR, CUP, CoZ, GPA
Project No.	PLN19-20047
Project Location:	14555, 14577, and 14587 Chandler Street; (Assessor's Parcel Number: 144-120-002, -003, -004)
Project Description:	▪ Major Development Review for the development of 142,839 square foot self-storage facility on 3 parcels totaling 4.1 acres ▪ Conditional Use Permit to permit the self-storage facility ▪ Change of Zone from A-1 Light Agriculture to C-1/C-P General Commercial ▪ General Plan Amendment from Low Density Residential to Commercial Retail
Planner:	Gustavo Gonzalez

Notes:

- Received pre-application on November 6, 2019
- Pre-application was routed out for comments from other departments on November 12, 2019
- Received application for Major DR, CUP, CoZ, and GPA on January 27, 2020
- Routed for comments from other departments on February 3, 2020.
- Received comments on February 17, 2020
- The Planning Commission approved the project on July 15, 2020.
- City Council approved the project on September 9,2020

Project Map:



Current Status:

- Construction documents currently under review.

1. New projects are added to the bottom of the list as they are submitted.
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Van Leeuwen GP Amendment (MAP ID: VAN)

Project:	Van Leeuwen COZ, GPA, ZCA
Project No.	PLN19-20021
Project Location:	13000 Citrus Street; (Assessor Parcel Number: 152-050-050)
Project Description:	General Plan Amendment from low density to high density and Change of Zone from A-2 to R-3 with a senior housing overlay and zone text amendment to create a senior housing overlay.
Planner:	Allen Lim

Notes:

- Received application on May 30, 2019.
- Project presented to Planning Commission for consideration and recommendation to City Council on July 17, 2019. Planning Commission voted 5-0 recommending approval to City Council.
- July 17, 2019, Planning Commission recommended approval to City Council.

Project Map:



Current Status:

- Project presented to City Council for consideration on September 11, 2019. City Council voted 4-0 approving the project.

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The Homestead (MAP ID: HSTD)

Project:	The Homestead
Project No.	PLN19-20026
Project Location:	West of Archibald Avenue at the westerly terminus of Limonite Avenue; (Assessor Parcel Numbers: 144-010-015, -018, -020, -023, -032)
Project Description:	▪ Major Development Review for construction of seven (7) light industrial/ warehouse buildings ▪ Change of Zone from A-2 to I-P ▪ Tentative Parcel Map for subdivision of the site into seven (7) parcels ▪ Variance from the standard landscape shading requirements.
Planner:	Gina Gibson-Williams/ Allen Lim

Notes:

- Received application on June 25, 2019.
- Submittal received July 2, 2019; routed to other departments for review.
- Request for proposal of an Environment Impact Report (EIR) sent on July 3, 2019. Proposals due on July 24, 2019.
- EIR screen check draft under review 1/8/20
- Planning Commission made a recommendation of approval for the project on March 18, 2020
- City Council approved the project on April 8th, 2020

Project Map:



Current Status

- Currently awaiting final approval for construction documents.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Dutch Bros Coffee DR and CUP (MAP ID: DTCH)

Project:	Dutch Bros Coffee DR and CUP
Project No.:	PLN20-20012_DR_001_CUP_002
Project Location:	Eastvale Marketplace - Northeast corner of Limonite Ave. and Sumner Ave.; (Assessor Parcel Number: 164-030-037)
Project Description:	Major Development Review, for the development of an 862 square foot Dutch Bros Coffee Shop with a double drive-through lane. Conditional Use Permit, to allow the use of a drive-through.
Project Planner:	Gustavo Gonzalez/Allen Lim
Notes:	
	▪ Received application on 2.16.21 ▪ On 3.17.21 the Planning Commission approved the project subject to conditions of approval.

Project Map:



Status:

- Construction documents are currently under review.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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Wabi Sabi Japanese Restaurant Alcohol CUP (MAP ID: WABI)

Project:	Wabi Sabi Japanese Restaurant Alcohol CUP
Project No.:	PLN20-20006_CUP_001
Project Location:	The Market Place at The Enclave retail center – 14268 Schleisman Road, Suite 400.; (Assessor Parcel Number: 144-860-012)
Project Description:	Conditional Use Permit, to allow the sale and consumption of beer and wine on-site
Project Planner:	Allen Lim/Gustavo Gonzalez
Notes:	▪ Received application on 1.21.21

Project Map:



Current Status:

- On 3.17.21 the Planning Commission approved the project subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

Future

The Leal Plan (MAP ID: LEAL)

Project:	Leal Master Plan
Project No.	Special Project
Project Location:	160 acres ± at the northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	This Master Plan describes the community's vision for the project area, identifies appropriate land uses, and includes the development standards that are necessary to achieve the vision, defines the character of the project's development, lists the steps involved with the development process, and provides the project's implementation plan. CEQA: EIR
Planner:	Gina Gibson-Williams

Notes:

- In September 16, 2016, the Planning Commission reviewed and recommended approval to City Council. May 2017 – City has been asked by property owner's representative to postpone action on the project while issues related to the estate of Brad Leal are resolved August 30, 2017 – City met with Leal family and prospective developer to discuss processing and timing.
- City Council Approved Master Plan and Final Environmental Impact Report on December 13, 2017.

Project Map:



Current Status:

- Adopted by City Council on December 13, 2017.
- Staff continues to coordinate with the property owners as they seek a developer(s) for the site.
- Master Plan Amendment

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.5
July 28, 2021

Public Works Department Update

Prepared By:
Jimmy Chung, City Engineer

Recommended Action(s)
Staff recommends that the City Council receive and file the Public Works Department update.

Summary
The Public Works Department provides monthly updates on residential and commercial development projects, encroachment permits, capital improvements projects including a grant summary.

Background
Not Applicable.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A
Not Applicable

Fiscal Impact
Not Applicable.

Prior City Council/Commission Action
Not Applicable.

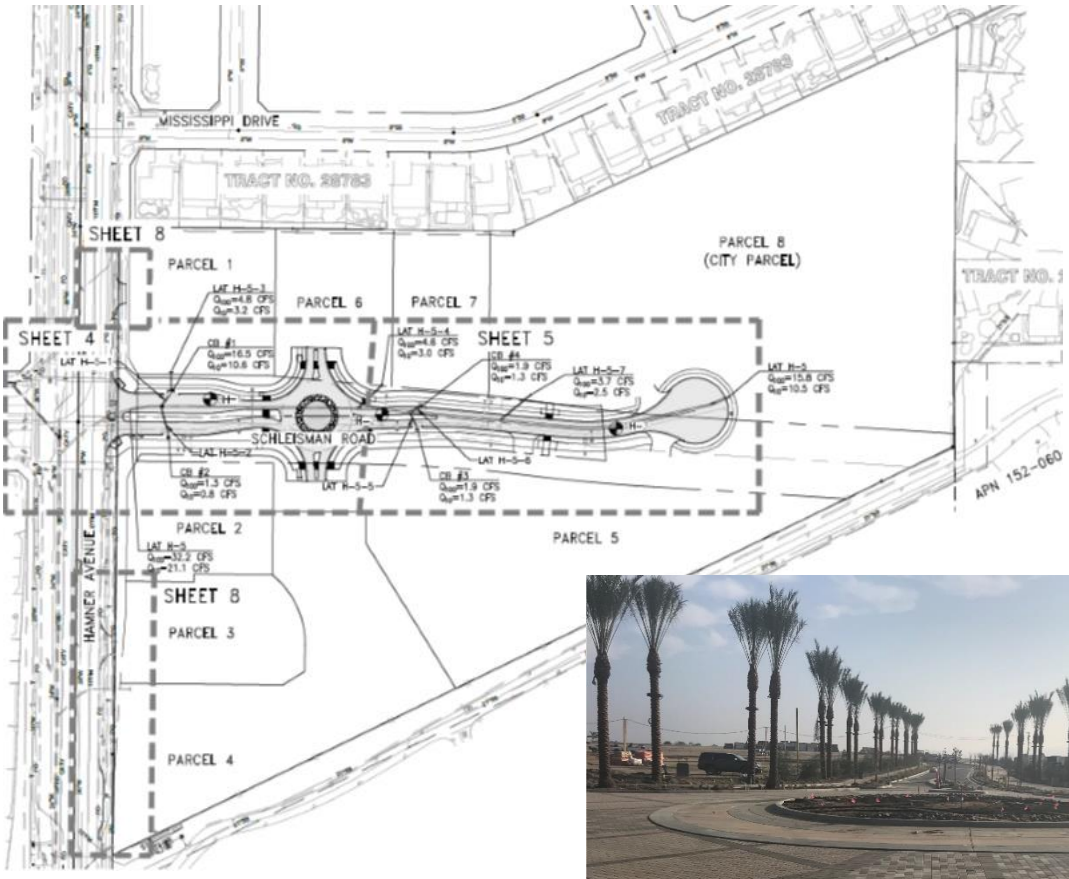
Attachment(s)

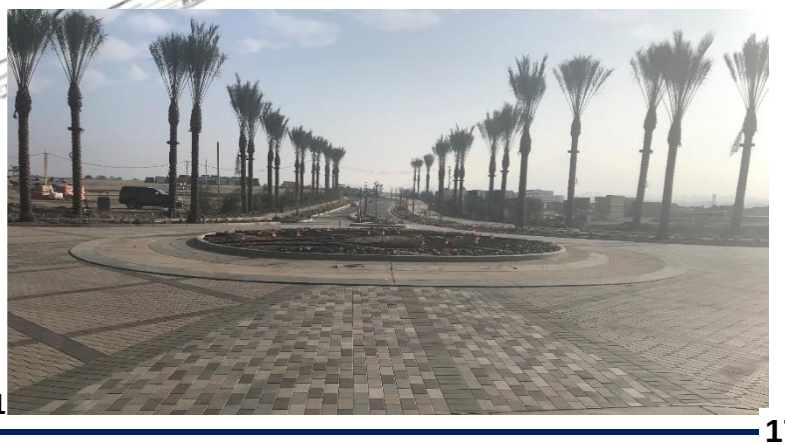
Attachment 1 - PW Project Update List July 2021
Attachment 2 - Grants Summary

EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	1) Schleisman Extension and Hamner Place Storm Drain Project 2) Hamner Beautification Project
PROJECT DESCRIPTION:	1) Street Improvement along Schleisman Road from the intersection with Hamner Avenue, including curb & gutter, base pavement, roundabout section, domestic water facilities, drainage facilities and storm drain facilities along Hamner Avenue from the intersection of Schleisman Road and Hamner Avenue, to the north. 2) Beautification project includes installation of landscape, hardscape, final cap pavement, pavers, audio system and streetlights.
PROJECT STATUS:	Schleisman Extension and Storm Drain project has been completed. Beautification Project has started in early August 2020.
PROJECT SCHEDULE:	Construction contract was awarded to GMC Engineering, Inc. on June 24, 2020 for the Hamner Beautification Project. The construction is substantially complete and the contractor is working on punch list items.

PROJECT MAP:





EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Limonite Gap Closure
PROJECT DESCRIPTION:	Project will connect from 2,450 LF east of Hellman Ave to Archibald Avenue. The total length of the proposed project is approximately 3,200 LF including a bridge over the Cucamonga Creek. Both road and bridge will serve 4 lanes of traffic including bicycle and pedestrian facilities. A separate pedestrian bridge over the Cucamonga Creek little south of the proposed vehicular bridge, as shown on the below map, is also part of this project.
PROJECT STATUS:	65% design has been submitted and is under review
PROJECT SCHEDULE:	Design contract award date - May 22, 2019 30% design completed - December 2019 NOD filed - December 2020 Estimated 100% design complete - 2021

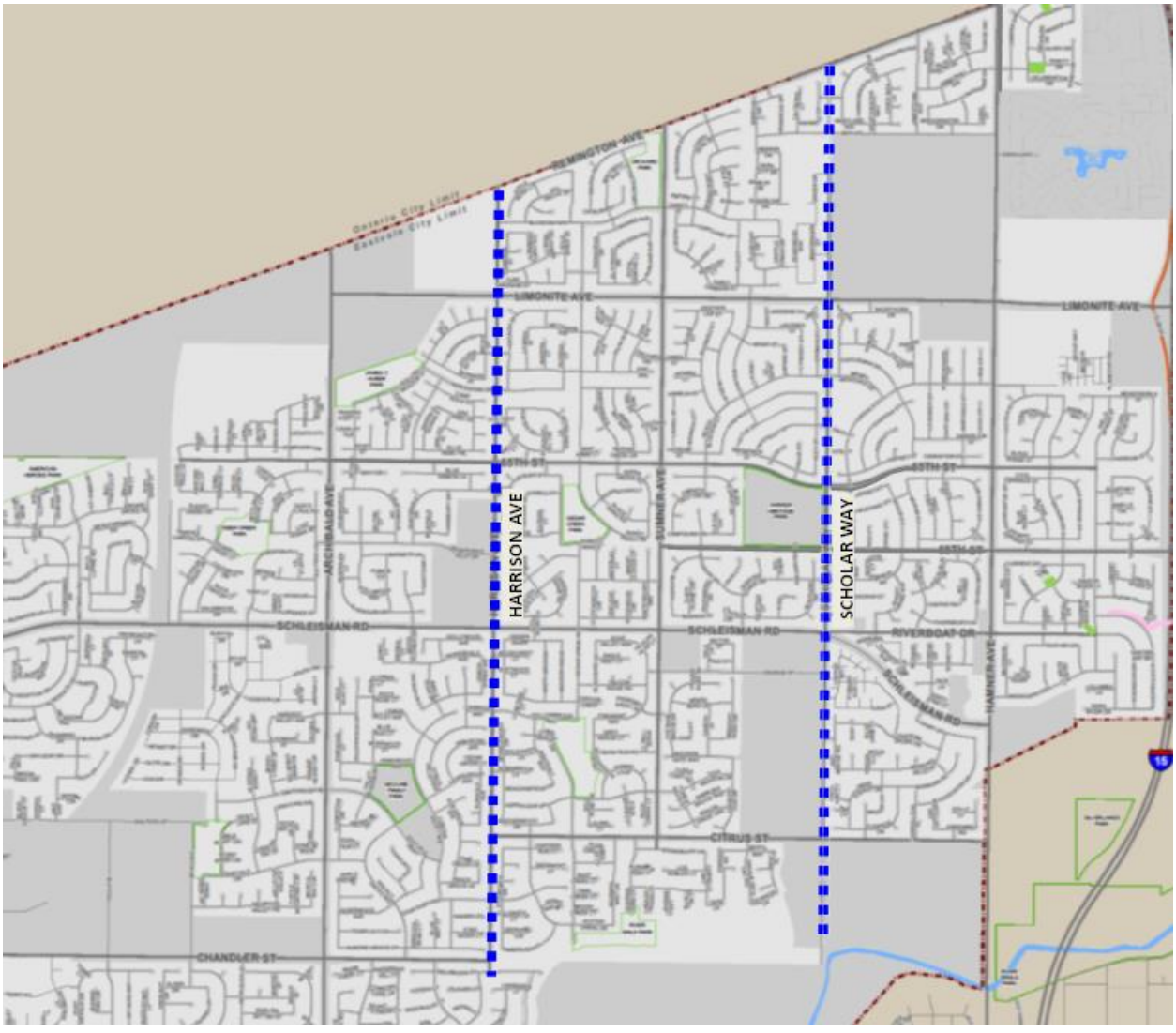
PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Improvement of Bike Network Connectivity/ATP Trails
PROJECT DESCRIPTION:	Project will design and construct nearly 5 miles of trails running along Scholar Way and Harrison Avenue. The project will provide dedicated space for people to bike and walk from north Eastvale to the Santa Ana River Trail on the south.
PROJECT STATUS:	Design contract was awarded to Mark Thomas. Preliminary design work has started.
PROJECT SCHEDULE:	Mark Thomas is performing Phase 1A efforts consisting of preliminary design and public outreach.

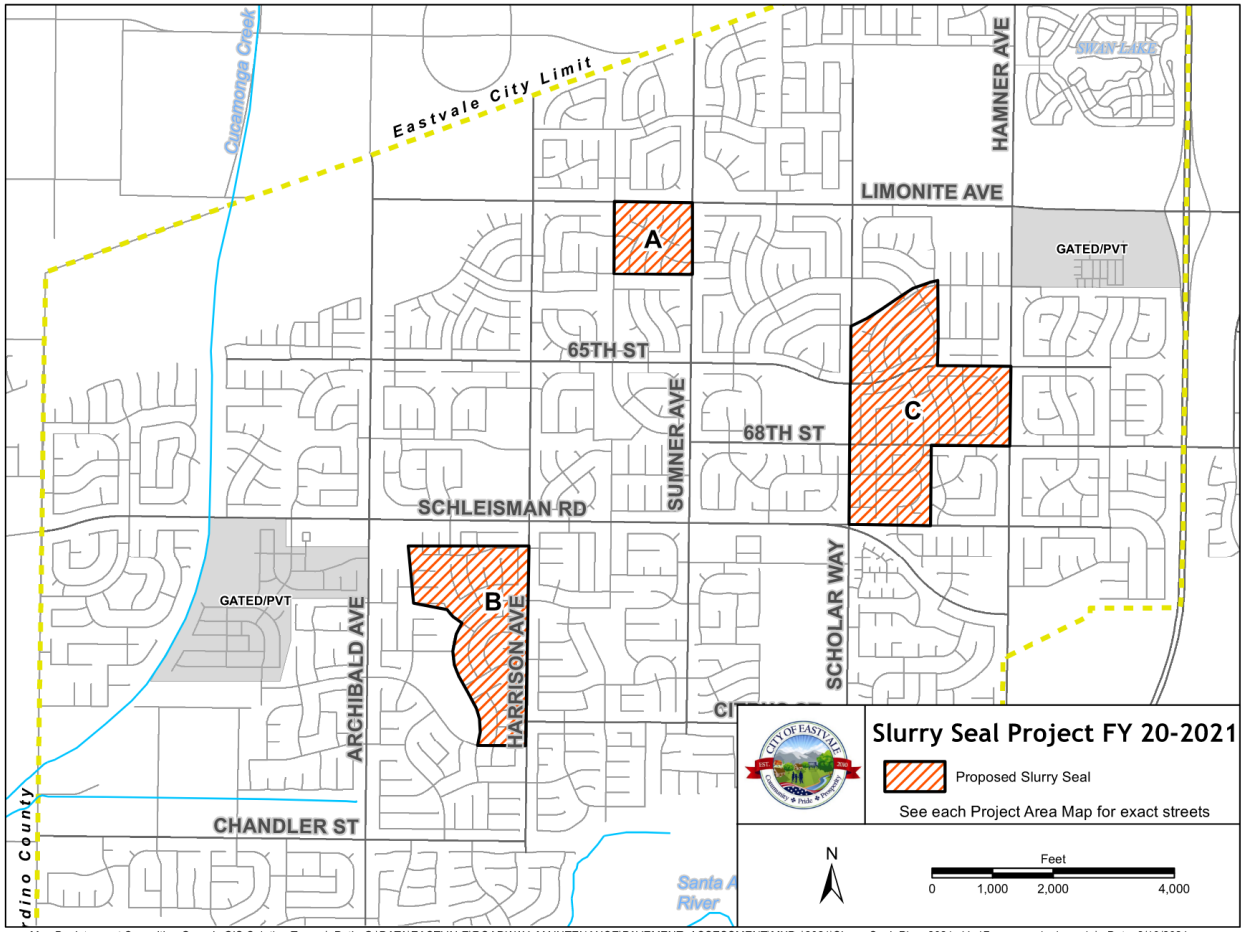
PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	2021 Residential Slurry Seal Project
PROJECT DESCRIPTION:	Slurry seal application on various residential streets
PROJECT STATUS:	Construction contract was awarded to Petrochem Materials Innovation, LLC on April 14, 2021
PROJECT SCHEDULE:	The Notice to Proceed was given to the contractor on May 3, 2021 and the project is estimated to be completed in August 2022.

PROJECT MAP:



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	ADA Transition Plan
PROJECT DESCRIPTION:	Program includes preparation and implementation of an ADA Self Evaluation Plan as required under the Americans with Disabilities Act (ADA). Future year funding will support removal of ADA barriers as identified in the Plan. Annual program to provide improvements focusing on ADA accessibility, including curb ramps and sidewalks throughout the City.
PROJECT SCHEDULE:	This is an on-going project. Currently, field work to identify ADA barriers on City streets including curb ramps and sidewalks is on hold.



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Traffic Sign Inventory
PROJECT DESCRIPTION:	The project will improve roadway safety and traffic through upgrades to existing and/or adding new high-visibility traffic signs.
PROJECT SCHEDULE:	This is an on-going project. Currently, field work to collect data of the existing traffic signs within the City is on hold.



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Limonite/I-15 Interchange
PROJECT DESCRIPTION:	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, the addition of 2 new loop on-ramps, and the widening of Limonite Avenue to 4 lanes in each direction between Hamner Avenue to Wineville Avenue. The County of Riverside awarded a construction contract to Atkinson in amount of $39 million. This project is being managed by the County of Riverside. Construction is estimated to be completed in November of 2019.
PROJECT SCHEDULE:	All construction has been completed. The landscape work has been completed and is under plant establishment period.

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Capital Improvements Project
PROJECT NAME:	Archibald Avenue/Limonite Avenue Widening Project
PROJECT DESCRIPTION:	Street widening and safety project for Archibald Avenue from the City of Ontario limits south of the SCE easement, including the intersection at Limonite Avenue and portions of Limonite Avenue east and west of the intersection. The project looks to improve safety and overall circulation in conjunction with the improvements associated with the Homestead and Merge developments, and Limonite Gap Project. Components of the project include, but are not limited to, coordinating with SCE to relocate SCE high-tension support structures.
PROJECT STATUS:	• City approved the proposed design plan from SCE on July 14, 2021. • SCE will order materials and start working on the required permits and environmental clearance. • Construction is to begin as soon as the materials are procured.

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Maintenance Project
PROJECT NAME:	Landscape Improvements at Fire Station No. 27
PROJECT DESCRIPTION:	The improvement consists of designing and planting new landscape in front of Fire Station No. 27 and creating a 9-11 memorial for the 20th anniversary.
PROJECT STATUS:	• Landscape and irrigation plans have been developed • Preparing bid documents to procure a contractor

PROJECT MAP:



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Residential Development
PROJECT NAME:	Prado (TR 35751)
PROJECT LOCATION:	Southeast corner of Schleisman Road and Cucamonga Flood Channel
PROJECT DESCRIPTION:	Improvements include a development of a gated community of 243 attached and detached single-family homes on approximately 19 acres.
PROJECT STATUS:	• Onsite improvement ongoing • Offsite improvement completed

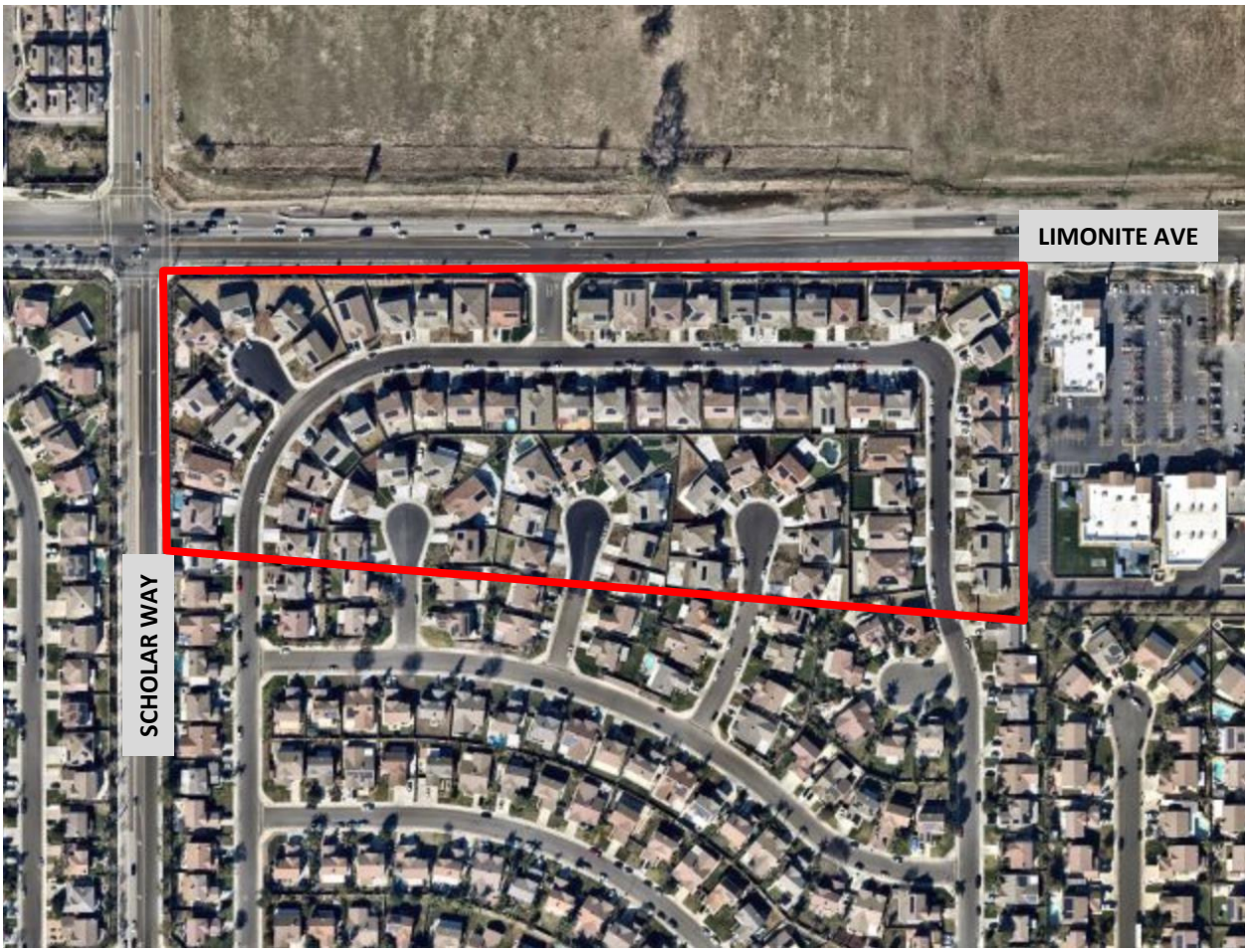
PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Residential Development
PROJECT NAME:	Pulte (TR 28943)
PROJECT LOCATION:	Southeast corner of Limonite Avenue and Scholar Avenue
PROJECT DESCRIPTION:	Improvements consists of 79 residential units.
PROJECT STATUS:	Improvements close to being completed. Punch list has been generated.

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	The Merge
PROJECT LOCATION:	Northeast corner of Limonite Avenue and Archibald Avenue
PROJECT DESCRIPTION:	Improvements includes 26 gross acres.
PROJECT STATUS:	Onsite and offsite improvements ongoing

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	The Ranch by Transwestern
PROJECT NUMBER:	PW19-11322
PROJECT LOCATION:	East end of Limonite Avenue west of the Cucamonga Creek
PROJECT DESCRIPTION:	Improvements include 20 gross acres including 2 light industrial warehouses.
PROJECT STATUS:	Precise grading permit issued

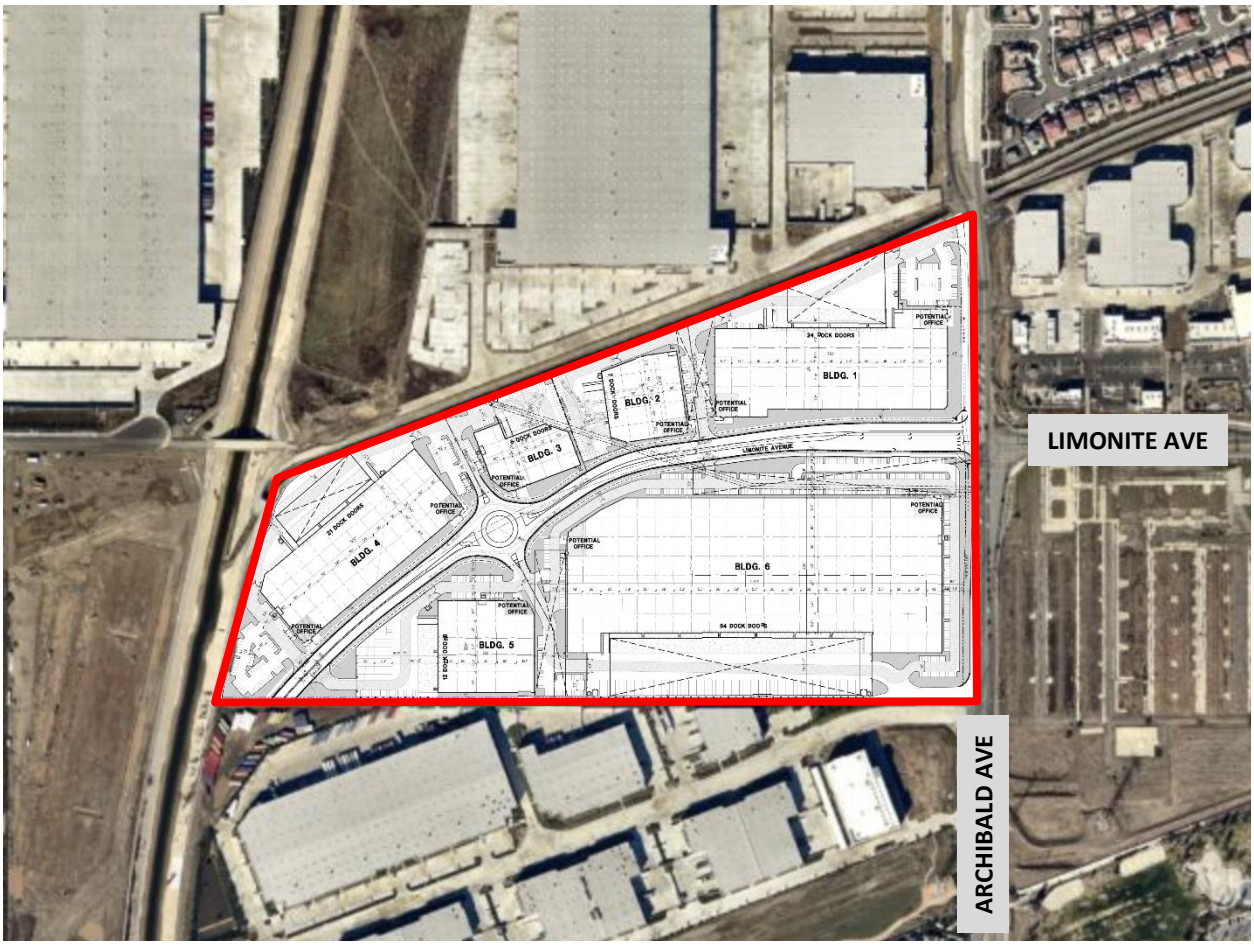
PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Homestead
PROJECT NUMBER:	PW20-10052
PROJECT LOCATION:	Northwest corner of Limonite Avenue and Archibald Avenue
PROJECT DESCRIPTION:	Improvements include 55.86 gross acres consisting of six industrial buildings
PROJECT STATUS:	Precise grading permit issued. Offsite improvement plan has been approved.

PROJECT MAP:



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Vantage Point Church
PROJECT NUMBER:	PW15-1174
PROJECT LOCATION:	Northeast corner of Archibald Avenue and Prado Basin Park Road
PROJECT DESCRIPTION:	Improvements include development of an approximately 85,000 sq. ft. church which includes a sanctuary, classrooms, cafe, and a bookstore on 10.43 acres.
PROJECT STATUS:	Onsite improvement ongoing

PROJECT MAP:



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Hamner Place
PROJECT NUMBER:	PW18-10712
PROJECT LOCATION:	East of Hamner Avenue and Schleisman Road
PROJECT DESCRIPTION:	Improvements include 21.48 gross acres.
PROJECT STATUS:	Onsite improvement ongoing

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Residential Development
PROJECT NAME:	Beazer Homes (Tract 31476)
PROJECT NUMBER:	PW12-0679
PROJECT LOCATION:	Northeast corner of Hellman Avenue and Walters Street
PROJECT DESCRIPTION:	Improvements include 40.6 gross acres. Improvements include the construction of Hellman Avenue (half street) and the associated water, sewer, and drainage improvements.
PROJECT STATUS:	Public improvements completed

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	The Campus Business Park
PROJECT NUMBER:	PW12-0750
PROJECT LOCATION:	West side of Archibald Avenue south of Limonite Avenue
PROJECT DESCRIPTION:	Improvements includes 53.37 gross acres with 11 development parcels and 6 letter lots.
PROJECT STATUS:	Public improvements completed

PROJECT MAP:



EASTVALE PUBLIC WORKS
PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	Chevron Gas Station
PROJECT NUMBER:	PW15-0913
PROJECT LOCATION:	Southwest corner of Hamner Avenue and Riverside Drive
PROJECT DESCRIPTION:	Improvements includes 1.67 gross acres.
PROJECT STATUS:	Punch list items have been issued

PROJECT MAP:



EASTVALE PUBLIC WORKS PROJECT UPDATES

PROJECT TYPE:	Commercial Development
PROJECT NAME:	99 Cent Store
PROJECT NUMBER:	PW13-1601
PROJECT LOCATION:	Northwest corner of Hamner Avenue and Schleisman Road
PROJECT DESCRIPTION:	Improvements include 2.67 gross acres. Improvements include all public improvements across the project frontage along Schleisman Road and Hamner Avenue
PROJECT STATUS:	Punch list has been completed

PROJECT MAP:



PUBLIC WORKS GRANTS SUMMARY

Agency	Grant Name	Project Name	Grant Award	Match	Due Date	Status
			AWARDED GRANTS			
AQMD	Mobile source Air Pollution Reduction Committee (MSRC)	Electrical Vehicle Charging Stations	$ 110,000.00	$ 110,000.00	7/6/2024	In communication with developers to install EV charging stations
CalRecycle	Rubberized Pavement Grant TRP 10	Annual Overlay Project	$ 203,180.00	$ -	3/1/2022	Will commence with the next Annual Overlay Project
CTC/ Caltrans	Active Transportation Project	Improvement of Bike Network Connectivity	$ 6,471,000.00	$ 1,620,000.00	6/30/2025	Under design
Flood Control District	Zone 2 Funding	Line H Extension Project	$ 933,552.60	$ -		Completed
CTC/ Caltrans	Local Partnership Program	Limonite Gap Closure Project	$ 9,475,000.00	$ -	Award construction by December 2022	Grant request has been approved
CTC/ Caltrans	Active Transportation Project	Southeast Eastvale Safe Routes to School Gap Closures	$ 1,420,000.00	$ -	Construction in FY22/23	Grant request has been approved
Caltrans	Highway Safety Improvement Program (HSIP)	Advanced Deilemma Zone Detection	$ 712,800.00	$ -		Grant request has been approved
Caltrans	Highway Safety Improvement Program (HSIP)	Retroflective Backplate for Signals	$ 278,100.00	$ -		Grant request has been approved
CalRecycle	Rubberized Pavement Grant TRP 13	Annual Overlay Project	$ 174,999.00	$ -	April 1, 2023	Grant request has been approved
RCTC	SB821	Bicycle and Pedestrian Safety Enhancement on Citrus St, Sumner Ave and River Rd	$ 432,500.00	$ 469,953.00		Grant request has been made to the recommendation list
			FUTURE GRANTS			
SCAG	Smart Cities & Mobility Grant	Eastvale Smart City Master Plan	$ 150,000.00	$ -	April 23, 2021	Grant application has been submitted

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.6
July 28, 2021

City of Eastvale Crime Statistics – May 2021

Prepared By:
Eva Terekhova, Emergency Management Specialist

Recommended Action(s)
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for May 2021.

Summary
The City Council requested staff to collaborate with the Riverside County Sheriff's Department to develop a crime statistics document that would reflect selected Part I and Part II crime data for the City of Eastvale. Intended to show month-to-month crime statistics, the document will assist in determining appropriate staffing levels for law enforcement services.

Background
In May 2017, City Council directed staff to coordinate with the Riverside County Sheriff's Department to request and obtain monthly crime statistics for the City of Eastvale. The primary intent of the request was to determine appropriate staffing levels during the City's contract negotiations with the Sheriff's Department. Over several weeks, the city manager and staff worked collaboratively with Riverside County Sheriff's Department administration and management to obtain crime statistics that could be shared with the public on a regular basis.

Upon receiving the data, the Riverside County Sheriff's Department advised staff that the data provided would be reflective of the previous month, or thirty days behind the current month; and that the report would need to include a disclaimer identifying the data as preliminary and raw.

At the July 26, 2017 meeting, City Council recommended that staff add columns reflective of felony and misdemeanor arrests. During the September 26, 2017 meeting, City Council recommended staff

add traffic violations/citations data and the total calls for service broken down per month. Crime statistics that were released in the time that passed since the last meeting of the City Council are attached.

Environmental

Crime statistics are not a project pursuant to the California Environmental Quality Act (CEQA) and no environmental review is required.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A

N/A

Fiscal Impact

This request has no fiscal impact.

Prior City Council/Commission Action

July 25, 2017: Approved by the Public Safety Commission
September 26, 2017: Approved by City Council

Attachment(s)

Attachment - May 2021 Eastvale Crime Statistics.pdf

City of Eastvale
Crime Statistics
May 2021

Violent Crime Statistics

Violent Crimes

Estimated 2021 population = 67,626

	MAY 2021	CRIME RATE PER 1000	MAY 2020	CRIME RATE PER 1000	APR 2021	CRIME RATE PER 1000	MAR 2021	CRIME RATE PER 1000	FEB 2021	CRIME RATE PER 1000	YEAR TO DATE 2021	YEAR END TOTAL 2020	YEAR END TOTAL 2019
Homicide	0	0	0	0	1	0.01	0	0	0	0	1	1	0
Rape	0	0	0	0	0	0	0	0	0	0	1	3	3
Robbery	4	0.06	2	0.03	1	0.01	3	0.05	2	0.03	11	22	25
Aggravated Assault	5	0.07	2	0.03	3	0.04	2	0.03	8	0.12	21	54	52
Arson	0	0	0	0	0	0	0	0	0	0	0	2	0
TOTAL	9	N/A	4	N/A	5	N/A	5	N/A	10	N/A	34	82	80

Non-Violent Crime Statistics

Property Crimes

Estimated 2021 population = 67,626

	MAY 2021	CRIME RATE PER 1000	MAY 2020	CRIME RATE PER 1000	APR 2021	CRIME RATE PER 1000	MAR 2021	CRIME RATE PER 1000	FEB 2021	CRIME RATE PER 1000	YEAR TO DATE 2021	YEAR END TOTAL 2020	YEAR END TOTAL 2019
Burglary	15	0.22	15	0.23	23	0.34	16	0.24	13	0.20	81	127	150
Vehicle Theft	12	0.18	12	0.18	14	0.21	13	0.20	11	0.17	60	140	118
Larceny Theft	55	0.81	54	0.81	50	0.74	53	0.80	39	0.59	257	557	657
Mail theft	7	0.10	16	0.24	7	0.10	6	0.09	9	0.14	42	88	53
Injury TCs	12	0.18	6	0.09	9	0.13	10	0.15	9	0.14	49	140	202
Felony Arrest	15	0.22	9	0.14	20	0.30	29	0.44	18	0.27	103	159	201
Misdemeanor Arrest	22	0.33	11	0.17	24	0.35	24	0.36	12	0.18	98	305	354
Traffic Citations	406	6	321	4.83	365	5.40	94	1.42	258	3.88	1337	3,273	3,335
TOTAL	544	N/A	444	N/A	512	N/A	245	N/A	369	N/A	2,027	4,789	5,082

Total Calls for Service/File #s Generated

Year: 2021 | Population: 67,626 | **Total YTD: 9,693**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1,749	1,707	1,880	2,346	2,011							

Year	Population	Total Calls for Service/File #s
2020	66,413	23,778
2019	66,078	24,587
2018	64,855	28,383
2017	64,613	32,295
2016	63,214	31,234
2015	60,881	26,556

LEGEND

- All data is preliminary, pending year end verification by CA-DOJ and FBI. The numbers presented here are raw statistics based on the information currently in the Records Management System (RMS).
- Source of population data: State of California, Department of Finance
- "Total calls for service/file #s generated" encompass ALL call types inclusive of the ones listed and not listed on this chart.
- Year to Date (YTD) is calendar year

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.7
July 28, 2021

Investment Policy Update

Prepared By:
Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)
Staff recommends the City Council approve and adopt the revised administrative investment policy.

Summary
The City's Investment Policy (Policy) is an administrative policy adopted by City Council on an annual and as-needed basis. The purpose of the Policy is to provide guidelines for the investment of the City's funds based upon State law and prudent money management specific to the City of Eastvale.

The Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post employment benefits held in a trust that has a separate investment policy.

Background
The City's contracts with PFM Asset Management LLC (PFM) for investment management and advising. PFM reviews the City's Policy annually to ensure that the Policy is up to date with current California Government Code statutes. Policy updates are based upon the passing of Senate Bill 998, which took effect on January 1, 2021. Based upon PFM's review and recommendation of the new Senate Bill, minor updates are included in the recommended Policy revision and briefly discussed below.

- Eliminates the 10% limit on the outstanding commercial paper of any one issuer and establishes a combined 10% per issuer limit on commercial paper and corporate notes. We recommend that the City eliminate the 10% limit on the outstanding commercial paper as it is

no longer in the Code. There is no need for the City to incorporate the new 10% combined per issuer limit on commercial paper and corporate notes as the City already has a more restrictive 5% per issuer limit that applies across all corporate sectors.

- Allows local agencies that have more than $100 million of investment assets under management to invest up to 40% in commercial paper (the prior limit was 25% for all agencies other than a county or a city and county). As the City does not meet this asset threshold, this Code revision does not apply to the City.
- Allows local agencies to invest in securities issued or backed by the U.S. government that could result in zero or negative interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. This was a modification to Government Code Section 53601.6 that prohibits certain types of investments. As the Policy does not currently reference Code Section 53601.6, the City may want to consider adding a section to the Policy that addresses the prohibited investments requirements of the Code. The Code provision allowing the purchase of zero or negative interest accrual securities will remain in effect only until January 1, 2026.
- Allows federally recognized Indian tribes to invest and participate in investment JPAs. This provision does not apply to the City.

Based on the changes to the Code, the following changes to the investment policy are listed below:

Section VII. Deposits/Authorized Investments: B. Authorized Investments, Permitted Investments

Updates to this section allows City to purchase up to 25% in commercial paper.

Section VII. Deposits/Authorized Investments: B. Authorized Investments, Prohibited Investments
Updates to this section specifically prohibits security types and structures not specifically included in the policy.

Environmental
Not applicable

Strategic Plan Action - Priority Level: 1B | Target #: 3 | Goal #: 9
Diversify and enhance revenue streams

Fiscal Impact
Not applicable

Prior City Council/Commission Action
The most recent update to the investment policy was adopted by City Council on September 9, 2020.

Attachment(s)
Attachment 1 - PFM Memo
Attachment 2 - SB998 Analysis
Attachment 3 - Redlined Investment Policy
Attachment 4 - Final Investment Policy

June 11, 2021

Memorandum

To: Amanda Wells, Finance Director/City Treasurer
City of Eastvale

From: Sarah Meacham, Managing Director
Richard Babbe, CCM, Senior Managing Consultant
PFM Asset Management LLC

Re: 2021 Investment Policy Review

We reviewed the City of Eastvale's (the "City") Investment Policy (the "Policy") as part of City's review process. The current Policy is comprehensive and is in compliance with current California Government Code (the "Code") statutes regulating the investment of public funds. We are, however, recommending a couple Policy updates related to Senate Bill 998, which took effect on January 1, 2021.

Our recommendations are summarized below. In addition, we have attached a blacklined version of the Policy illustrating our recommendations. The Bill's amendments to Code and our recommendations are described below. As revised, the Code:

- Eliminates the 10% limit on the outstanding commercial paper of any one issuer and establishes a combined 10% per issuer limit on commercial paper and corporate notes. We recommend that the City eliminate the 10% limit on the outstanding commercial paper as it is no longer in the Code. There is no need for the City to incorporate the new 10% combined per issuer limit on commercial paper and corporate notes as the City already has a more restrictive 5% per issuer limit that applies across all corporate sectors.
- Allows local agencies that have more than $100 million of investment assets under management to invest up to 40% in commercial paper (the prior limit was 25% for all agencies other than a county or a city and county). As the City does not meet this asset threshold, this Code revision does not apply to the City.
- Allows local agencies to invest in securities issued or backed by the U.S. government that could result in zero or negative interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. This was a modification to Government Code Section 53601.6 that prohibits certain types of investments. As the Policy does not currently reference Code Section 53601.6, the City may want to consider adding a section to the Policy that addresses the prohibited investments requirements of the Code. The Code provision allowing the purchase of zero or negative interest accrual securities will remain in effect only until January 1, 2026.

- Allows federally recognized Indian tribes to invest and participate in investment JPAs. This provision does not apply to the City.

Please let us know if you have any questions or if would like to discuss our recommendations in more detail. For your reference, I have also attached an analysis of Senate Bill 998.

Date of Hearing: August 11, 2020

ASSEMBLY COMMITTEE ON LOCAL GOVERNMENT
Cecilia Aguiar-Curry, Chair
SB 998 (Moorlach) – As Amended May 22, 2020

SENATE VOTE: 39-0

SUBJECT: Local government: investments.

SUMMARY: Expands local agencies' investment options and makes other changes to their ability to invest surplus funds. Specifically, **this bill**:

1) Provides that a joint powers authority (JPA) that invests in securities and obligations, as specified, may establish the terms and conditions pursuant to which agencies may participate and invest in pool shares, and consistent with its status as a public agency by existing law, a federally recognized Indian tribe is eligible to participate in such a JPA or otherwise invest in pool shares consistent with the terms and conditions established by the JPA.

2) Specifies that local agencies, other than counties or a city and county, which have $100 million or more of investment assets under management may invest no more than 40% of their moneys in eligible commercial paper.

3) Provides that a local agency, other than a county or a city and county, may invest no more than 10% of its total investment assets in commercial paper and the medium-term notes of any single issuer.

4) Authorizes a local agency to invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. Authorizes a local agency to hold these instruments until their maturity dates.

5) Specifies that the changes in 2) and 4) above shall remain in effect only until January 1, 2026, and as of that date is repealed.

FISCAL EFFECT: None

COMMENTS:

1) **Bill Summary.** This bill increases the commercial paper limit for cities and special districts that have more than $100 million in investment assets from 25% to 40% of their total surplus funds. This bill also allows local agencies to invest in securities backed or issued by the federal government that could result in zero- or negative-interest accrual if held to maturity during a period of negative market interest rates. These provisions contain a sunset date of January 1, 2026. Additionally, this bill prohibits cities and special districts from investing more than 10% of their commercial paper and medium-term investments in any single issuer. Lastly, this bill allows JPAs to determine the terms and conditions for public agencies to participate and invest in shares of beneficial interest consistent with existing law and clarifies that federally

recognized Indian tribes can participate in these investment pools. The California Municipal Treasurers Association is the sponsor of this bill.

2) **Author's Statement.** According to the author, "SB 998 provides improved investment modifications for municipal treasurers in this time of crisis. From raising commercial paper concentration limits to expanding access to JPA investment pools, the Legislature should be equipping local governments with more investment tools to safeguard their balance sheets."

3) **Investments.** Since 1913, state law has authorized local officials to invest a portion of local agencies' temporarily idle funds in a variety of financial instruments. Originally, state law limited the instruments to government bonds, but over time the laws governing local agency investments have been amended to keep pace with changing investment opportunities and current market offerings.

   California law allows local officials to deposit money in state or national banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in the State of California. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, state law outlines local agencies' investment objectives, also known as the prudent investor standard. The primary objective is to safeguard the principal of the funds under the local agency's control. The secondary objective is to meet the liquidity needs of the depositor. The final objective is to achieve a return on the funds under its control.

   State law limits the percentage that local agencies can invest in many types of investments. This encourages local agencies to diversify their investment portfolios, which limits the risk to the local agency if any investment does not have the expected return. Local agencies make investments with different maturity dates, which refer to the date when the borrower must make the final payment due on an investment.

4) **Commercial Paper and Medium-Term Notes.** Many local agencies seeking to invest funds, but also maximize liquidity, maintain commercial paper programs. Commercial paper programs offer notes of varying short-term maturities not to exceed 270 days. In addition to the maximum maturity of 270 days, state law includes additional safeguards to ensure that commercial paper programs operate effectively. Commercial paper must have the highest ranking or the highest letter and number rate as provided by a nationally recognized statistical rating organization. Entities issuing commercial paper must either be:

   a) General corporations with total assets in excess of $500 million and have debt, other than commercial paper, that is rated "A" or equivalent; or,

   b) Special purpose corporations, trusts, or limited liability companies that have program-wide credit enhancements, such as overcollateralization, letters of credit, or surety bonds, and have commercial paper rated "A-1" or higher.

   Cities and special districts, other than the City and County of San Francisco and the City of Los Angeles, may invest no more than 25% of their surplus funds in commercial paper and no more than 10% of the commercial paper of any single issuer. Counties, or local agencies

that pool investments, may invest no more than 40% of their surplus funds in commercial paper and no more than 10% of surplus funds in any one issuer's commercial paper.

Some local agencies may be interested in longer-term investments than commercial paper. Medium-term notes are securities with a maximum remaining maturity of five years or less. Local agencies may invest up to 30% of their surplus funds in medium-term notes, which must be issued by corporations or depository institutions licensed in the United States, with at least an "A" rating. Medium-term investments provide greater liquidity compared to long-term investments, which may not mature for decades.

5) **JPA Law and Investments.** The Joint Exercise of Powers Act allows two or more public agencies to use their powers in common if they sign a joint powers agreement. Sometimes an agreement creates a new, separate government called a joint powers agency or JPA. Agencies that can exercise joint powers include federal agencies, state departments, counties, cities, special districts, school districts, federally recognized Indian tribes, and even other joint powers authorities.

Some local agencies pool investment resources and form JPAs to jointly exercise their power to make specified investments. These JPAs can issue shares of beneficial interest to participating public agencies. Each share represents an equal and proportionate interest in the underlying pool of securities and investments owned by the JPA. JPAs wanting to issue shares of beneficial interest must retain an investment advisor that meets all of the following criteria:

a) The advisor is registered with, or exempt from registering with, the United States Securities and Exchange Commission;

b) The advisor has at least five years of experience investing in specified securities and obligations; and,

c) The advisor has assets under management in excess of $500 million.

6) **Zero- or Negative-Interest Rates.** Existing law generally prohibits local agencies from investing surplus funds in securities that could realize zero- or negative-interest. This essentially bars local agencies from investing in securities that would, if held until the maturity date, receive a final payment equal to, or less than, what was initially invested. This prohibition was enacted by the Legislature following Orange County's bankruptcy in 1994.

However, in recent years, central banks in Europe, Scandinavia, and Japan have implemented a negative interest rate policy on excess bank reserves in the financial system. This unorthodox monetary policy tool is designed to spur economic growth through spending and investment, as depositors would be incentivized to spend cash rather than store it at the bank and incur a guaranteed loss. Negative interest rates are not only an unconventional monetary policy tool, but they are also a recent one. The European Central Bank instituted negative-interest rates in June 2014 when it lowered its deposit rate to -0.1%. Other European countries and Japan have since opted to offer zero- or negative-interest rates.

While the United States has yet to adopt a negative interest rate policy, there is growing thought that it could if the economy continues its recent downturn. This bill allows local

agencies to invest in zero- or negative-interest rate securities if they are backed or issued by the United States Government, and only "in the event of, and for the duration of, a period of negative market interest rates."

7) **Arguments in Support.** The California Municipal Treasures Association argues that, "Cities and special districts with large investment portfolios should have the same 40% commercial paper portfolio concentration limit that counties have. Currently, counties and the cities of San Francisco and Los Angeles have a 40% commercial concentration limit, while other cities and special districts with large portfolios do not. Raising the latter to 40% would reflect more consistent and equitable public policy.

"Cities and special districts should have a 10% single issuer corporate debt concentration limit that is based upon a local agency's total investment assets. Currently, cities and special districts have a 10% single issuer commercial paper concentration limit that is based upon an issuer's total annual commercial paper issuance. Including medium-term notes in the debt calculation and basing the limit upon a local agency's total investment assets would more effectively limit losses.

"Local agencies should be able to buy zero- or negative-interest accrual securities during a period of negative interest rates, if they would result in less loss of principal. Zero interest accrual interests are banned. An exception should be made so that local agencies have an alternative to sitting on cash at financial institutions.

"Indian Tribes, as public agencies, should be able to invest in public agency investment pools. Currently Indian Tribes can enter into JPAs, with the exception of JPA investment pool agreements. As public agencies, they should have access to a stable public sector investment alternative."

8) Arguments in Opposition. None on file.

REGISTERED SUPPORT / OPPOSITION:

Support

California Municipal Treasurers Association [SPONSOR]
California Asset Management Program
California Special Districts Association
City of San Diego

Opposition

None on file

Analysis Prepared by: Jimmy MacDonald / L. GOV. / (916) 319-3958

CITY OF EASTVALE Administrative Policy	Policy No: A-02
Subject **Investment Policy**	Effective Date: 09/09/20
	Page **1** of **14**

The City of Eastvale has adopted the following policy for the investment of City funds.

I. Legal Authority

The authority governing investments for the City of Eastvale is set forth in the California Government Code, sections 53601 et. Seq.

The City Treasurer is granted authority to make investments on behalf of the City. Government Code Section 53607 states ".....the authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for such transactions until such time as the delegation of authority is revoked, and shall make a monthly report of such transaction to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year"

As permitted by Government Code 53601, the City Treasurer may delegate day-to-day investment decision making and execution authority to an investment advisor. Eligible investment advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The advisor will follow the Policy and such other written instructions as are provided.

Government Code Section 53649 states "...the treasurer is responsible for the safekeeping of money in his custody and shall enter into any contract with a depository relating to any inactive deposits which in his judgment is to the public advantage."

II. Purpose

The purpose of this policy is to provide guidelines for the investment of the City's funds based upon State law and prudent money management. This policy is designed according to the specific needs of the City of Eastvale. The ultimate goal is to enhance the economic status of the City while insuring the safety of funds.

III. Scope

The Investment Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust that has a separate investment policy.

IV. Investment Objectives

The investment of the funds of the City of Eastvale shall be guided by the goals of safety, liquidity, diversification and return on investments in that order of priority.

1. Safety: Safety of principal is the foremost objective of the City of Eastvale. Each investment transaction shall seek to ensure that capital losses are minimized, whether from securities default, broker-dealer default, or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk; credit risk and interest rate risk.

    1. *Credit Risk* - Credit Risk; defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing only with issuers whose financial strength and reputation can be verified to be highly rated by nationally recognized statistical rating organizations (NRSROs) and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the City's cash flow.

    2. *Interest Rate Risk* – Interest rate risk, the risk of the market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by (a) structuring the portfolio so that securities mature earlier than or concurrent with the timing of major cash outflows, thus eliminating the need to sell securities prior to their maturity; (b) prohibiting the use of leverage or margin accounts; (c) prohibiting the taking of short positions, that is, selling securities which the City does not own; (d) prohibiting the use of reverse repurchase agreements; and (e) prohibiting the use of "inverse floaters". It is explicitly recognized herein, however, that in a diversified portfolio, occasional measured loses are inevitable, and must be considered within the context of the overall investment return.

2. Liquidity: The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.

3. Return on Investments: The investment portfolio shall be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

V. Standard of Prudence

The City Council, City Manager, and Treasurer adhere to the guidance provided by the "prudent investor standard," California Government Code (Section 53600.3), which obligates a fiduciary to insure that "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

VI. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

VII. Authorized Financial Dealers and Institutions

If the City executes its own investment transactions, other than those investments purchased directly from the issuer, the City Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State Chartered Bank a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer will investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This will be done annually by having the financial institutions submit in writing that they have read and will abide by the City's Investment Policy and submit its most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

VIII. Deposits/Authorized Investments

A. Deposits

Money deposited in State or national banks, State or Federal savings associations, or State or Federal Credit unions within the State must be collateralized in accordance with Government Code 53630 et seq.. The City Treasurer, at his/her discretion, may waive the

collateralization requirements for any portion that is covered by federal deposit insurance. The City shall have a signed agreement with any depository accepting City funds per Government Code Section 53649.

B. Authorized Investments

General guidelines that the City should follow in managing its investments are as follows:

- For those investment types where this Policy does not state an explicit maturity limit, no investment will be purchased which matures more than five years from the date of purchase without the prior approval of the City Council at least 90 days in advance.
- Maturities of individual investments shall be diversified, attempting to match, where possible, cyclical cash flow requirements.
- The use of callable securities is permitted.

To reduce overall portfolio risk while attempting to attain market value rates of return consistent with the primary objectives of safety and availability of funds, investments shall be diversified cross types of investments, maturities of those investments, and institutions in which those investments are made.

The City specifically prohibits investments in reverse repurchase agreements and derivatives (interest rate floaters, range notes, interest-only strips).

Permitted Investments Per City Policy:

Investments shall be made only in those instruments specifically authorized by California State laws (section 53600-53609), and to no greater an extent than those authorized by those laws. The City will limit investments in any one issuer, except U.S. Treasuries, Federal Agencies, supranationals, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer will perform a timely review and decide whether to sell or hold the investment.

The City's specific permitted investment guidelines are listed below.

1. U.S. Treasuries. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment

of principal and interest.

2. U.S. Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

3. California State and Local Agency Obligations. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 4. Other State Obligations).

4. Other State Obligations. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 3. California State and Local Agency Obligations).

5. Bankers' Acceptances. Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 40% of the City's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO.

6. Commercial Paper. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:

    a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of "A," its equivalent or higher by a NRSRO.

    b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters

of credit, or surety bond. (iii) Has commercial paper that is rated in a rating category of "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the City's portfolio may be invested in commercial paper.

7. Medium-Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. Medium-term notes must be rated in a rating category of "A," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in medium-term notes.

8. Negotiable Certificates of Deposit. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Eligible negotiable CDs with maturities under one year must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's investment portfolio may be invested in negotiable CDs.

9. State of California's Local Agency Investment Fund (LAIF). The State Treasurer established LAIF for the benefit of local agencies. The City can invest up to the maximum amount permitted by the State Treasurer.

10. Money Market Funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:

    a. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSRO or

    b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of $500,000,000.

    No more than 20% of the City's portfolio may be invested in money market funds.

11. Local Government Investment Pools (LGIPs). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:

a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
c. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

12. Supranationals. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated in a rating category of "AA," its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.

13. Asset-Backed Securities (ABS). Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum remaining maturity of five years or less. Eligible securities must be rated in a rating category of "AA," its' equivalent or higher by an NRSRO. No more than 20% of the City's portfolio may be invested in ABS.

14. Placement Service Bank Deposits (PSD). Funds may be placed with a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall at all times be insured by federal deposit insurance. No more than 30% of the City's portfolio may be invested in PSDs. The maximum investment maturity will be restricted to five years.

Prohibited Investments

Any security type or structure not specifically approved by this policy is hereby specifically prohibited. Security types which are thereby prohibited include, but are not limited to, inverse floaters, derivatives, range notes, interest only strips that are derived from a pool of mortgages, or in any investment that could result in zero interest accrual if held to maturity, except as authorized by Government Code Section 53601.6.

IX. Investment Program Controls

A. Separation of Reconciliation. A separation of responsibilities of reconciling bank statements and conducting investment transactions provides an internal control of checks and balances. Only individuals authorized by the Treasurer may conduct investment transactions. Consequently, individuals responsible for reconciling bank statements may not conduct investment transactions.

B. Third Party Safekeeping Agreements. Contractual agreement between the City and third party custodian is used to secure City invested funds.

C. Delivery versus Payment. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping/custody bank prior to the release of funds.

D. Quarterly Treasurer's Report. The City Treasurer shall submit a quarterly investment report to the City Council. This report shall include

- Types of investment
- List transactions as required by California Government Code 53607 when City Council has delegated authority
- Credit ratings
- Institutions involved
- Dates of purchases
- Dates of maturity
- Amount of deposits or cost of the security
- Current market value of securities
- Interest rates
- Investment fund balances
- Statement as to whether investments are in compliance with the Investment Policy, and if not, why
- Statement as to whether there are sufficient funds to meet the City's cash obligations for the next 6 months, and if not, why.

E. Annual Policy Review. The Treasurer shall review the City's investment policies annually and as needed to make recommendations for improvements to the City Council.

ATTACHMENT A:
GLOSSARY

ACTIVE DEPOSITS: Demand or checking accounts, which receive revenues and pay disbursements.

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

ASSET-BACKED SECURITIES (ABS): Securities whose income payments and hence value is derived from and collateralized (or "backed") by a specified pool of underlying assets which are receivables. Pooling the assets into financial instruments allows them to be sold to general investors, a process called securitization, and allows the risk of investing in the underlying assets to be diversified because each security will represent a fraction of the total value of the diverse pool of underlying assets. The pools of underlying assets can comprise common payments credit cards, auto loans, mortgage loans, and other types of assets. Interest and principal is paid to investors from borrowers who are paying down their debt.

BANKERS' ACCEPTANCE (BA): short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. An acceptance is a high grade negotiable instrument. Acceptances are purchased in various denominations for 30, 60, or 90 days, but no longer than 180 days. The interest is calculated on a 360-day discount basis similar to treasury bills. Local agencies may not invest more than 40% of their surplus money in banker's acceptance.

BASIS POINT: A basis point equals one one-hundredth of 1% (.01%).

BID: The price offered for securities.

BOOK-ENTRY SECURITIES: All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve now known as "wireable" securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

CERTIFICATES OF DEPOSIT (CD): Time deposits of a bank or savings and loan. They are purchased in various denominations with maturities ranging from 30 to 360 days. The interest is calculated on a 360-day, actual day month basis and is payable monthly.

NEGOTIABLE CERTIFICATES OF DEPOSIT: Unsecured obligations of the financial institution, bank or savings and loan, bought at par value with the promise to pay face value plus accrued interest at maturity. They are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. The primary market issuance is in multiples of $1,000,000, the secondary market usually trades in denominations of $500,000, although smaller lots are occasionally available. As a matter of practice, only the ten largest U.S. banks, where there is a secondary market established for continued liquidity are considered for investment.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Eastvale. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related, legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COMMERCIAL PAPER: Short-term unsecured promissory note issued by a corporation to raise working capital. These negotiable instruments are purchased at a discount to par value or at par value with interest bearing. Local agencies are permitted by State law to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical ratings as provided by Moody's Investor's Service, Inc., or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 30% of the local agency's surplus funds.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

DEBENTURE: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at

a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities and issuers offering independent returns.

DERIVATIVE: An asset that derives its value from another asset. For example, a call option on the stock of Coca-Cola is a derivative security that obtains value from the shares of Coca-Cola that can be purchased with the call option. Call options, put options, convertible bonds, futures contracts, and convertible preferred stock are examples of derivatives. A derivative can be either a risky or low-risk investment, depending upon the type of derivative and how it is used.

FEDERAL CREDIT AGENCIES: Guaranteed directly or indirectly by the United States Government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular Treasury issues with all of the same advantages. Examples include Federal Home Loan Bank, Federal Farm Credit Bank, FNMA (Fannie Mae) and Federal Home Loan Mortgage Corp. (Freddie Mac).

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve. Also used to denote "immediately available" funds in the clearing sense. "Fed Funds" also used to refer to these funds.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

INTEREST-BEARING ACTIVE DEPOSITS: Money-market accounts at a financial institution, (e.g., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LAIF (Local Agency Investment Fund): A special fund in the State Treasury which local

agencies may use to deposit funds for investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM CORPORATE NOTES: Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are traded in the secondary market. Medium-term corporate notes can be defined as extended-maturity commercial paper.

MONEY MARKET FUNDS: Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant $1 a share.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PASSBOOK SAVINGS ACCOUNTS: Similar to an inactive deposit except that the period of time is not fixed. The interest rate is much lower than for a certificate of deposit, but the savings account is more flexible. Funds can be deposited and withdrawn according to daily needs.

PLACEMENT SERVICE DEPOSITS. Deposits that are placed with a bank that uses private sector entity/network to allocate the funds across multiple banks such that the funds on deposit with each of the banks accepting deposits are under the federal deposit limit.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

REPURCHASE AGREEMENTS (RP OR REPO): A repo or reverse-repo is a short-term investment transaction. Banks buy temporarily idle funds from a customer by selling U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal funds and the maturity of the repo. Some banks will execute repurchase agreements for a minimum of $100,000 to $500,000, but most banks have a minimum of $1,000,000. A reverse-repo is exactly what the name implies.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

TRADE DATE: The date on which a transaction is initiated or entered into by the buyer and seller.

TREASURY BILLS: Issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest figured on 1 360-day basis, actual number of days. They are issued in amounts of $10,000 and up, in multiples of $5,000. They are a highly liquid security.

TREASURY NOTES: Initially issued with two- to ten-year maturities. They are actively traded in a large secondary market and are very liquid. The Treasury may issue note issues with a minimum of $1,000; however, the average minimum is $5,000.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

WHEN-ISSUED TRADES: Typically, there is a lag between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "when, as, and if issued."

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD TO MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor’s capital gain or loss on the security are taken into account.

CITY OF EASTVALE Administrative Policy	Policy No: A-02
Subject **Investment Policy**	Effective Date: 07/28/21
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The City of Eastvale has adopted the following policy for the investment of City funds.

I. Legal Authority

The authority governing investments for the City of Eastvale is set forth in the California Government Code, sections 53601 et. Seq.

The City Treasurer is granted authority to make investments on behalf of the City. Government Code Section 53607 states ".....the authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for such transactions until such time as the delegation of authority is revoked, and shall make a monthly report of such transaction to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year"

As permitted by Government Code 53601, the City Treasurer may delegate day-to-day investment decision making and execution authority to an investment advisor. Eligible investment advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The advisor will follow the Policy and such other written instructions as are provided.

Government Code Section 53649 states "...the treasurer is responsible for the safekeeping of money in his custody and shall enter into any contract with a depository relating to any inactive deposits which in his judgment is to the public advantage."

II. Purpose

The purpose of this policy is to provide guidelines for the investment of the City's funds based upon State law and prudent money management. This policy is designed according to the specific needs of the City of Eastvale. The ultimate goal is to enhance the economic status of the City while insuring the safety of funds.

III. Scope

The Investment Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust that has a separate investment policy.

IV. Investment Objectives

The investment of the funds of the City of Eastvale shall be guided by the goals of safety, liquidity, diversification and return on investments in that order of priority.

1. Safety: Safety of principal is the foremost objective of the City of Eastvale. Each investment transaction shall seek to ensure that capital losses are minimized, whether from securities default, broker-dealer default, or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk; credit risk and interest rate risk.

    1. *Credit Risk* - Credit Risk; defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing only with issuers whose financial strength and reputation can be verified to be highly rated by nationally recognized statistical rating organizations (NRSROs) and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the City's cash flow.

    2. *Interest Rate Risk* – Interest rate risk, the risk of the market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by (a) structuring the portfolio so that securities mature earlier than or concurrent with the timing of major cash outflows, thus eliminating the need to sell securities prior to their maturity; (b) prohibiting the use of leverage or margin accounts; (c) prohibiting the taking of short positions, that is, selling securities which the City does not own; (d) prohibiting the use of reverse repurchase agreements; and (e) prohibiting the use of "inverse floaters". It is explicitly recognized herein, however, that in a diversified portfolio, occasional measured loses are inevitable, and must be considered within the context of the overall investment return.

2. Liquidity: The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.

3. Return on Investments: The investment portfolio shall be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

V. Standard of Prudence

The City Council, City Manager, and Treasurer adhere to the guidance provided by the "prudent investor standard," California Government Code (Section 53600.3), which obligates a fiduciary to insure that "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

VI. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

VII. Authorized Financial Dealers and Institutions

If the City executes its own investment transactions, other than those investments purchased directly from the issuer, the City Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State Chartered Bank a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer will investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This will be done annually by having the financial institutions submit in writing that they have read and will abide by the City's Investment Policy and submit its most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

VIII. Deposits/Authorized Investments

A. Deposits

Money deposited in State or national banks, State or Federal savings associations, or State or Federal Credit unions within the State must be collateralized in accordance with Government Code 53630 et seq.. The City Treasurer, at his/her discretion, may waive the

collateralization requirements for any portion that is covered by federal deposit insurance. The City shall have a signed agreement with any depository accepting City funds per Government Code Section 53649.

B. Authorized Investments

General guidelines that the City should follow in managing its investments are as follows:

- For those investment types where this Policy does not state an explicit maturity limit, no investment will be purchased which matures more than five years from the date of purchase without the prior approval of the City Council at least 90 days in advance.
- Maturities of individual investments shall be diversified, attempting to match, where possible, cyclical cash flow requirements.
- The use of callable securities is permitted.

To reduce overall portfolio risk while attempting to attain market value rates of return consistent with the primary objectives of safety and availability of funds, investments shall be diversified cross types of investments, maturities of those investments, and institutions in which those investments are made.

The City specifically prohibits investments in reverse repurchase agreements and derivatives (interest rate floaters, range notes, interest-only strips).

Permitted Investments Per City Policy:

Investments shall be made only in those instruments specifically authorized by California State laws (section 53600-53609), and to no greater an extent than those authorized by those laws. The City will limit investments in any one issuer, except U.S. Treasuries, Federal Agencies, supranationals, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer will perform a timely review and decide whether to sell or hold the investment.

The City's specific permitted investment guidelines are listed below.

1. U.S. Treasuries. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment

of principal and interest.

2. U.S. Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

3. California State and Local Agency Obligations. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 4. Other State Obligations).

4. Other State Obligations. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 3. California State and Local Agency Obligations).

5. Bankers' Acceptances. Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 40% of the City's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO.

6. Commercial Paper. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:

    a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of "A," its equivalent or higher by a NRSRO.

    b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters

of credit, or surety bond. (iii) Has commercial paper that is rated in a rating category of "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the City's portfolio may be invested in commercial paper.

7. Medium-Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. Medium-term notes must be rated in a rating category of "A," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in medium-term notes.

8. Negotiable Certificates of Deposit. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Eligible negotiable CDs with maturities under one year must be rated in a rating category of at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's investment portfolio may be invested in negotiable CDs.

9. State of California's Local Agency Investment Fund (LAIF). The State Treasurer established LAIF for the benefit of local agencies. The City can invest up to the maximum amount permitted by the State Treasurer.

10. Money Market Funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:

    a. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSRO or

    b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of $500,000,000.

    No more than 20% of the City's portfolio may be invested in money market funds.

11. Local Government Investment Pools (LGIPs). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:

a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
c. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

12. Supranationals. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated in a rating category of "AA," its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.

13. Asset-Backed Securities (ABS). Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum remaining maturity of five years or less. Eligible securities must be rated in a rating category of "AA," its' equivalent or higher by an NRSRO. No more than 20% of the City's portfolio may be invested in ABS.

14. Placement Service Bank Deposits (PSD). Funds may be placed with a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall at all times be insured by federal deposit insurance. No more than 30% of the City's portfolio may be invested in PSDs. The maximum investment maturity will be restricted to five years.

Prohibited Investments

Any security type or structure not specifically approved by this policy is hereby specifically prohibited. Security types which are thereby prohibited include, but are not limited to, inverse floaters, derivatives, range notes, interest only strips that are derived from a pool of mortgages, or in any investment that could result in zero interest accrual if held to maturity, except as authorized by Government Code Section 53601.6.

IX. Investment Program Controls

A. Separation of Reconciliation. A separation of responsibilities of reconciling bank statements and conducting investment transactions provides an internal control of checks and balances. Only individuals authorized by the Treasurer may conduct investment transactions. Consequently, individuals responsible for reconciling bank statements may not conduct investment transactions.

B. Third Party Safekeeping Agreements. Contractual agreement between the City and third party custodian is used to secure City invested funds.

C. Delivery versus Payment. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping/custody bank prior to the release of funds.

D. Quarterly Treasurer's Report. The City Treasurer shall submit a quarterly investment report to the City Council. This report shall include

- Types of investment
- List transactions as required by California Government Code 53607 when City Council has delegated authority
- Credit ratings
- Institutions involved
- Dates of purchases
- Dates of maturity
- Amount of deposits or cost of the security
- Current market value of securities
- Interest rates
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BOOK-ENTRY SECURITIES: All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve now known as "wireable" securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

CERTIFICATES OF DEPOSIT (CD): Time deposits of a bank or savings and loan. They are purchased in various denominations with maturities ranging from 30 to 360 days. The interest is calculated on a 360-day, actual day month basis and is payable monthly.

NEGOTIABLE CERTIFICATES OF DEPOSIT: Unsecured obligations of the financial institution, bank or savings and loan, bought at par value with the promise to pay face value plus accrued interest at maturity. They are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. The primary market issuance is in multiples of $1,000,000, the secondary market usually trades in denominations of $500,000, although smaller lots are occasionally available. As a matter of practice, only the ten largest U.S. banks, where there is a secondary market established for continued liquidity are considered for investment.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Eastvale. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related, legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COMMERCIAL PAPER: Short-term unsecured promissory note issued by a corporation to raise working capital. These negotiable instruments are purchased at a discount to par value or at par value with interest bearing. Local agencies are permitted by State law to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical ratings as provided by Moody's Investor's Service, Inc., or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 30% of the local agency's surplus funds.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

DEBENTURE: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at

a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities and issuers offering independent returns.

DERIVATIVE: An asset that derives its value from another asset. For example, a call option on the stock of Coca-Cola is a derivative security that obtains value from the shares of Coca-Cola that can be purchased with the call option. Call options, put options, convertible bonds, futures contracts, and convertible preferred stock are examples of derivatives. A derivative can be either a risky or low-risk investment, depending upon the type of derivative and how it is used.

FEDERAL CREDIT AGENCIES: Guaranteed directly or indirectly by the United States Government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular Treasury issues with all of the same advantages. Examples include Federal Home Loan Bank, Federal Farm Credit Bank, FNMA (Fannie Mae) and Federal Home Loan Mortgage Corp. (Freddie Mac).

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve. Also used to denote "immediately available" funds in the clearing sense. "Fed Funds" also used to refer to these funds.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

INTEREST-BEARING ACTIVE DEPOSITS: Money-market accounts at a financial institution, (e.g., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LAIF (Local Agency Investment Fund): A special fund in the State Treasury which local

agencies may use to deposit funds for investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM CORPORATE NOTES: Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are traded in the secondary market. Medium-term corporate notes can be defined as extended-maturity commercial paper.

MONEY MARKET FUNDS: Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant $1 a share.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PASSBOOK SAVINGS ACCOUNTS: Similar to an inactive deposit except that the period of time is not fixed. The interest rate is much lower than for a certificate of deposit, but the savings account is more flexible. Funds can be deposited and withdrawn according to daily needs.

PLACEMENT SERVICE DEPOSITS. Deposits that are placed with a bank that uses private sector entity/network to allocate the funds across multiple banks such that the funds on deposit with each of the banks accepting deposits are under the federal deposit limit.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

REPURCHASE AGREEMENTS (RP OR REPO): A repo or reverse-repo is a short-term investment transaction. Banks buy temporarily idle funds from a customer by selling U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal funds and the maturity of the repo. Some banks will execute repurchase agreements for a minimum of $100,000 to $500,000, but most banks have a minimum of $1,000,000. A reverse-repo is exactly what the name implies.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

TRADE DATE: The date on which a transaction is initiated or entered into by the buyer and seller.

TREASURY BILLS: Issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest figured on 1 360-day basis, actual number of days. They are issued in amounts of $10,000 and up, in multiples of $5,000. They are a highly liquid security.

TREASURY NOTES: Initially issued with two- to ten-year maturities. They are actively traded in a large secondary market and are very liquid. The Treasury may issue note issues with a minimum of $1,000; however, the average minimum is $5,000.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

WHEN-ISSUED TRADES: Typically, there is a lag between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "when, as, and if issued."

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD TO MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor’s capital gain or loss on the security are taken into account.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.8
July 28, 2021

Approval of Comprehensive Cost Allocation Plan and User Fee Study Professional Services Contract with Willdan Financial Services

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Professional Services Agreement with Willdan Financial Services for the amount of $35,000; and
2. Authorize the City Manager to execute all necessary documents.

Summary

The City's current User Fee Schedules are based on a user fee study that was completed and adopted in 2013. A user fee is an amount charged for governmental service or activity that is performed at the request of and specifically for the benefit of a particular individual, business, or group as opposed to a service provided for the community as a whole. The City last adopted user fees in the fall of 2013. The City retained MGT of America, Inc. to initiate a citywide review and assessment of all existing fees related to the provision of city services. The purpose of the review was to determine the full cost of operations for services provided at that time, in 2013, with the intent of setting user fees based on actual expenditures. As a result, user fees were adopted by the Council based on 2013 service and expenditure levels. Since the adoption of Resolution 13-26, the user fee rates for deposit based fees only were adjusted in July 2020. The update included a pass through of contractor rates and employee wages while staff worked to issue a request for proposal

and contract for a new comprehensive user fee study. All other fees have not been assessed nor updated since 2013.

The cost allocation plan ensures that the City is utilizing accurate and comprehensive overhead rates for the provision of city services in addition to recovering within the General Fun indirect costs from other funds. The City's current cost allocation plan was developed in 2016 by staff. In order to ensure accurate calculation of direct and indirect costs, the cost allocation plan should be prepared in accordance with the Federal Office of Management and Budget (OMB) standards. At this time staff is unsure if the current cost allocation plan meets the OMB requirements.

The user fee study identifies labor costs for both in-house and contract services and assigns a fully burdened rate for both types of services. The 2013 user fee study did not provide for an annual rate inflator, as such current rates are reflective of eight year old data. Additionally, when the study was completed in 2013 it and was based on the service model of limited in-house positions and high contract services, whereas the City now has limited contract services and a more services provided in-house. The City has never adopted an official cost allocation plan model and the City's service model has significantly changed in the last eight years. As a result, the staff issued a Request for Proposals (RFP) for Comprehensive Cost Allocation Plan and User Fee study on January 21, 2021, in accordance with the City's municipal code section 4.06.090 (d).

The update to the City's cost allocation and user fee schedules is in line with the Government Finance Officer's Association (GFOA) best practices for effective and efficient service provision. The GFOA recommends all government agencies should calculate the full cost of services provided and allocate indirect costs. This cost allocation and user fee study project will ensure that the City maintains industry best practices with regard to financial planning and service provision.

Background

The City released RFP No. FIN20210121 on January 21, 2021. The City published the notice inviting proposals on the City of Eastvale's website, processed notifications through PlanetBids, and posted the RFP on both the California Society of Municipal Finance Officer's website and message boards.

The City received five proposals in response to the RFP from the following firms, listed in alphabetical order:

1. Matrix Consulting Group
2. MGT Consulting
3. NBS Government Finance Group
4. Revenue & Cost Specialists, LLC
5. Willdan Financial Services

Finance department staff evaluated the proposals and rated the firms based on the firm's understanding of the RFP scope of work, technical qualifications, experience, proposed project work plan, and price in accordance with section 4.06.090(b) of the City's municipal code. The top two firms with the highest score were interviewed by a panel of three finance staff. The firms that were interviewed were:

Firm	Location	Cost Allocation Plan	User Fee Schedule	Presentations	Total Contract
NBS Government Finance Group	Temecula, CA	10,130	29,180	2,200	42,200
Willdan Financial Services	Temecula, CA	9,930	23,910	0	33,840

Interviews were rated based on the same criteria as the proposals. Final scores were weighted at 70% proposal evaluation and 30% interview.

The RFP requested each firm provide contract costs for a period of three years with the option to extend the contract in years four and five. Based on proposal evaluation and interview scores, Willdan Financial Services (Willdan) was selected as the most responsive proposal. The selection was based on the firm's background and experience, scope of work and work plan, management of performance, and costs.

Environmental

Not Applicable.

Strategic Plan Action - Priority Level: 3 | Target #: 3 | Goal #: 6

Ensure revenues align with expenditures.

Fiscal Impact

The contract is for a not-to-exceed amount of $35,000; contract is $33,840 plus $1,160 in contingency. Funds are budgeted and available in General Fund account number 100-290-6490.

Prior City Council/Commission Action

The current user fee study and cost allocation plan were adopted by Council on September 25, 2013. An amendment to the deposit based fees was adopted by Council on July 22, 2020.

Attachment(s)

Attachment 1 - Professional Services Agreement
Attachment 2 - Willdan Proposal

AGREEMENT FOR SERVICES
Professional Cost Allocation Plan and User Fee Study Services

This Agreement for Services ("Agreement") is entered into as of this 28th day of July, 2021 by and between the City of Eastvale, a municipal corporation ("City") and Willdan Financial Services, a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one (1) year commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its

performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed thirty-five thousand dollars ($35,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor 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, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor 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 Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor'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 Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17

"Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the 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 Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the 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 Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor 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 Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) 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. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(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 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 Contractor'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 Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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 Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Contractor , nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where

there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Contractor 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. Contractor 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 Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor 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 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor 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 Contractor's performance of the Services. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or

State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth 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 naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, 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 herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not

release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. 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 termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City.

Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. 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 Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City:	City of Eastvale Attn: Finance Department: Amanda Wells, Finance Director 12363 Limonite Ave., Suite 910 Eastvale, CA 91752
To Contractor:	Willdan Financial Services Attn: Chris Fisher, Vice President 27368 Via Industria, Suite 200 Temecula, CA 92590

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

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. 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 Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. 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, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. 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 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is 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 Contractor 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.

SECTION 33. 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).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF EASTVALE

_____
Bryan Jones
City Manager

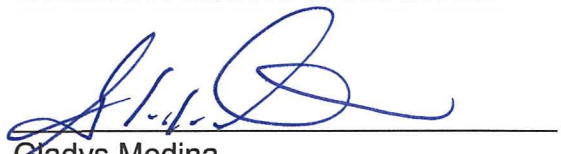
ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

WILLDAN FINANCIAL SERVICES



Gladys Medina
Vice President - Director

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On July 7, 2021 before me, Rebekah Smith, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gladys Medina
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

REBEKAH SMITH
Notary Public - California
Riverside County
Commission # 2261977
My Comm. Expires Nov 7, 2022

Signature Rebekah Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Agreement For Services
Document Date: July 28, 2021 Number of Pages: 21
Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gladys Medina	Signer's Name:
☒ Corporate Officer — Title(s): Vice President	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Willdan Financial Services	Signer Is Representing:

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REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY. CORPORATIONS AND LLCS MUST SUBMIT DOCUMENTATION SHOWING THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS THE AUTHORITY TO EXECUTE THIS CONTRACT.

EXHIBIT "A"
SCOPE OF SERVICES

I. **Cost Allocation Plan:**
Prepare a Cost Allocation Plan Model for the City, which may include the following elements. If the consultant fees additional tasks are warranted, those additional tasks must be clearly identified in the consultant's proposal.

a. Work with selected City staff to define the purpose, uses, and goals for the Plan, ensuring that development of the Plan will be both accurate and appropriate for the City's current needs. Review the project schedule and answer any questions regarding the development of the Plan.
b. Work with the Finance department in developing service provisions, cost categories, and allocation criteria for current and future programs.
c. The consultant shall identify the total cost of providing City services at the appropriate level and in a manner that is consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to OMB 2 CFR Part 225 Standards.
d. Develop a Plan Model in Microsoft Excel for calculating the full costs of providing each City service. The requirements of the model shall allow for the following:
    i. The addition or removal of direct and overhead costs so that the Plan can be developed from a simple plan to a progressively more inclusive plan, as the City continues to grow;
    ii. The addition of hypothetical service area information for future service enhancements and the ability to calculate the estimated costs for providing the service under consideration;
    iii. The ability to calculate a full burdened hourly rate of a position that includes salary, benefits, and applicable overhead;
    iv. The ability to document changes in the City's authorized personnel, including personnel additions, salary schedule changes, and step changes for current personnel;
    v. The ability to include an option for an annual inflator based on benefit increases for personnel such as CalPERS, insurance premiums, cafeteria, and other payroll taxes;
    vi. The ability to include an option for annual inflator based on contracted services rate increases;
    vii. Provide training to staff in order to facilitate the annual update to fees.
e. The Consultant shall prepare a Draft Plan and participate in various presentations to select City staff and the City Council as deemed necessary by staff. Collect and document comments and concerns from staff and Council members and incorporate those comments as directed:

i. Costs shall be identified so they can be allocated to and tracked by the appropriate departments and divisions;
ii. The Draft Plan shall identify direct, indirect, and overhead costs at full cost and recommended cost;
iii. The Draft Plan shall include any other matters that are identified during the implementation of the Consultant's work plan that the City should consider;
iv. The consultant shall prepare and deliver Draft Plan presentation(s) to the City Council in order to facilitate their understanding of the Plan and its implications for the City and the community and make necessary adjustments as requested.

f. The Consultant shall prepare a final Plan and provide the following:
i. Ten (10) bound paper copies;
ii. One (1) unbound copy ;
iii. Digital file copy in PDF format;
iv. Digital Plan model in excel file that can be updated annually and utilized for quarterly cost allocation journals;
v. Deliver a Final Plan presentation(s) to the City Council in order to facilitate their understanding of the Fee Study and its implications for the City and the community and make necessary adjustments as requested.

g. Consult with City staff should it become necessary to defend the City's user Fees as a result of any legal or other challenge.

II. **Comprehensive User Fee Study:**

Prepare a Fee Study for the City, which may include the following elements. If the consultant fees additional tasks are warranted, those additional tasks must be clearly identified in the consultant's proposal.

a. The Consultant shall meet with City staff to refine the project scope, clarify and define the purpose, uses, and goals of the Fee Study in order to ensure that the Fee Study will be accurate and appropriate to the City's needs. Review the project schedule and answer any questions regarding the development of the Fee Study.

b. The consultant shall conduct a comprehensive review of the City's current fee structure with the goal of establishing a consistent and objectively based fee structure that meets the needs of the City and community. The review shall include:
i. Meetings or interviews with staff as needed to gain an understanding of the services the City provides and the City's processes and operations:
ii. Review current fee schedules for all departments and services:
iii. Collect and document comments and concerns from staff and Council members and incorporate those comments as directed.

c. The consultant shall identify the total cost of providing City services at the appropriate level and in a manner that is consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees,

rates, and charges by public entities including, but not limited to Proposition 26 and 218.

i. The consultant shall utilize the Plan Model, when necessary, to calculate the costs of providing City services.

d. Compare the service costs with existing recovery levels: This should include any services areas where the City is currently charging for services in addition to areas that the City does not currently collect fees for services, considering the City and neighboring city practices.
    i. Identify and recommend changes to current fee structure, including deposit accounts;
    ii. Identify and recommend potential new fees and charges for services that the City currently provides but does not have an established fee;
    iii. Identify and recommend fees and charges based on the firm's analysis and appropriate subsidy percentages for fees for which full cost recovery may be unrealistic;
    iv. Recommendations should be based on practices by surrounding cities that charge for similar services, industry best practices, or the consultant's professional opinion.
e. The consultant shall prepare a Draft Fee Study and participate in various presentations to select City staff and the City Council as deemed necessary by staff.
    i. The Draft Fee Study shall include fee schedules separated by City division. For example, building safety, planning, public works, etc.;
    ii. The Draft Fee Study shall identify each fee at full cost, recommended cost, and current cost recovery levels. The report shall also identify the direct cost, indirect cost, and the overhead cost for each service;
    iii. The Draft Fee Study shall identify the present fees, recommended fees, percentage of change, cost recovery percentage, revenue impact and fee comparison with other Riverside County cities, or other Southern California cities that are comparable to the City of Eastvale. A comparison survey of rates and fees of similar cities shall be included;
    iv. The Draft Fee Study and subsequent fee schedules shall include an option for annual inflator based on the application of a generally accepted measure, such as the Consumer Price Index;
    v. The Draft Fee Study shall include any other matters that are identified during the implementation of the Consultant's work plan that the City should consider;
    vi. The consultant shall prepare and deliver Draft Fee Study presentation(s) to the City Council in order to facilitate their understanding of the Fee Study and its implications for the City and the community and make necessary adjustments as requested.

f. The consultant shall prepare an excel based model in Microsoft Excel of the fee schedules in order to allow the City to adjust fees and charges as the City's organizational structure and service model change:
    i. The model shall allow for the Plan changes to be applied to the fee schedules;
    ii. The model shall allow for the application of the annual inflator;
    iii. Provide training to staff in order to facilitate the annual update to fees.
g. The Consultant shall prepare a final Fee Study and provide the following:
    i. Ten (10) bound paper copies;
    ii. One (1) unbound copy;
    iii. Digital file copy in PDF format;
    iv. Digital User Fee Schedules model in excel file that can be updated annually;
    v. Deliver a Final Fee Study presentation(s) to the City Council in order to facilitate their understanding of the Fee Study and its implications for the City and the community and make necessary adjustments as requested.
h. Consult with City staff should it become necessary to defend the City's user Fees as a result of any legal or other challenge.

EXHIBIT "B"
COMPENSATION

I. Cost Allocation Plan and User Fee Study Cost Breakdown:

a. Comprehensive Cost Allocation Plan
    i. Not-to-exceed fixed fee of $9,930
b. User Fee Study
    i. Not-to-exceed fixed fee of $23,910

II. Standard Billing Rates; Contractor shall use the following rates of pay in the performance of additional services:

Position	Team Member	Hourly Rate
Vice President – Director	Chris Fisher	$250
Managing Principal		$240
Principal Consultant	Bob Quaid	$210
Senior Project Manager	Tony Thrasher	$185
Project Manager		$165
Senior Project Analyst		$135
Senior Analyst	Priti Patel	$125
Analyst II		$110
Analyst I		$100

III. TOTAL COMPENSATION

The total compensation, including reimbursement for actual and reasonable expenses, shall not exceed thirty-five thousand dollars ($35,000)

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, 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 Services by Contractor, 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.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

City of Eastvale

Proposal for

Comprehensive Cost Allocation Plan and User Fee Study



WILLDAN

I. Title Page

Comprehensive Cost Allocation Plan and User Fee Study

27368 Via Industria, Suite 200
Temecula, CA 92590
Tel: (800) 755-6864 | Fax: (951) 587-3510

Contact Person

Chris Fisher
Vice President
Email: CFisher@Willdan.com | Tel #: (951) 587-3500

February 18, 2021

II. Letter of Transmittal

February 18, 2021

Ms. Amanda Wells
Finance Director/City Treasurer
City of Eastvale
12363 Limonite Avenue, #910
Eastvale, CA 91752

Re: Proposal to Conduct a Comprehensive Cost Allocation Plan and User Fee Study for the City of Eastvale

Dear Ms. Wells:

Following the extended shutdown of much of the economy as a result of the COVID outbreak, now more than ever municipalities throughout California are challenged with doing more with less. As cities are faced with limited financial resources to address numerous competing priorities and objectives, they are always striving to maintain high standards of service to their communities. Considering this, it is critical for the City of Eastvale ("City") to ensure that its fees for requested services have been developed and updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the greatest extent possible. City Staff, and ultimately the City Council, need a clear understanding of standards, service levels and the associated costs. Recognizing this, the City has responded by soliciting proposals for a Comprehensive Cost Allocation Plan (CAP) and User Fee Study.

Willdan Financial Services ("Willdan") is uniquely qualified to assist the City of Eastvale with this project, following are specific advantages that Willdan brings to the City for these studies:

Extensive Experience with Fee Studies in and Near Riverside County — Willdan Financial Services ("Willdan") has worked with many communities throughout or very close to Riverside County on User Fee and Cost Allocation Plan studies. Recent and ongoing projects include Indian Wells, San Jacinto, Murrieta, Arcadia, and Chino Hills. ***This direct related experience allows us to bring an understanding of local fee policies and approaches to this engagement, to help us present meaningful examples and comparisons, and assist City Staff and elected officials in making informed decisions about fee setting and program implementation.***

Collaborative Approach, Proven Results and User-friendly Models and Reports — Willdan prides itself on working closely with City staff to develop an approach that is targeted toward your specific objectives and reality, and then working together with you to gather first-hand information regarding the processes and tasks required to provide services to those requesting them. ***This is a distinct advantage we will bring in our approach with the City of Eastvale. A collaborative approach ensures we clearly understand your goals and challenges, and just as importantly, you understand the process and the results.***

In addition, our Cost Allocation methodologies and models have been reviewed and approved by Cognizant Agencies such as the US Army and recently, the US Department of Housing and Urban Development, providing evidence of our thorough and defensible approach to the development of Cost Allocation strategies.

We create user-friendly Excel-based models that the City can retain and conduct our analysis and develop the model collaboratively with City staff. Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the City's budget format wherever possible. As a result, ***the information contained in our models is easy for City staff to interpret, easy to update and adjust on-the-fly, and the familiar software ensures ease of navigation.***

Created directly from the models, our reports clearly and graphically illustrate full and recommended levels of cost recovery and projections of revenue for fee programs, break down the costs into direct and indirect overhead categories, and present the fee methodologies.

Our approach is geared toward delivering work on schedule and presenting results at public meetings and council workshops to stakeholders and elected officials who typically don't want or need to see the deep detailed analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

Unique Combination of Services and Expertise/Public Engagement — Willdan is a team of nearly 80 professionals who provide essential financial consulting services throughout California, and the United States. Willdan has provided the requested services to municipal clients for two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Due to restrictions in place for COVID, in person meetings have been replaced by online, virtual meetings. We have utilized virtual meetings for years to facilitate quick, on-demand meetings with clients. During the pandemic our capability to continue projects with clients never slowed down, and we have had great success shifting meetings that we would typically have in person to virtual meeting spaces. Should these restrictions loosen sufficiently to allow for in-person meetings, and at the City's request, we can change them to in-person meetings, ***our office is less than an hour from Eastvale City Hall, making it convenient for us to meet on-site with City Staff.***

We are excited about this opportunity to serve the City of Eastvale. To discuss any aspect of our proposal, please contact me; my contact information is provided in the table below.

Contact Information
Principal-in-Charge
Chris Fisher
Vice President - Director
27368 Via Industria, Suite 200 | Temecula, Ca 92590
Tel#: (800) 755-6864 | Email: CFisher@Willdan.com

Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of one hundred and eighty (180) days from the closing date February 18, 2021. As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Director
Financial Consulting Services

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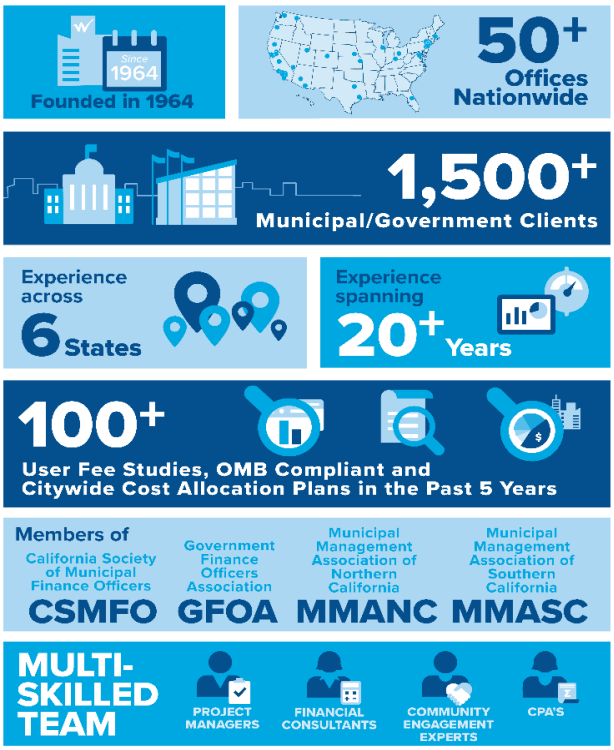
IV. Executive Summary

Willdan understands that the City of Eastvale is soliciting proposals for a Comprehensive Cost Allocation Plan (CAP) and User Fee Study. The User Fee Study and Cost Allocation Plan will ensure that the City's fees for requested services have been developed and updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the greatest extent possible, including the costs of both direct services and indirect overhead support.

Willdan has provided user fee and cost allocation services to municipal clients for over 20 years; and has prepared user fee studies, cost allocation plans and OMB compliant cost allocation plans for clients throughout California, and the United States. Willdan's proven and successful track-record conducting user fee studies and cost allocation plan services for public agencies dates to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement. A team composed of project managers and analysts develop and/or update cost allocation plans, along with their frequent companion projects — user fee studies.

Willdan has assembled a project team of four (4) subject matter experts who support public clients in California, and across the United States. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance. Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.



The proposed project team collectively maintains over sixty years of experience providing Financial Consulting Services, the project team's key resources are comprised of the following individuals:

- Mr. Chris Fisher, Vice President - Director;
- Mr. Tony Thrasher, Senior Project Manager;
- Ms. Priti Patel, Senior Analyst; and
- Mr. Robert Quaid, CPA, Principal Consultant.

Exceptions

As required by the RFP, Willdan has reviewed Attachment I: Model Services Contract, and request no changes to the agreement. Willdan will execute the agreement as presented.

V. Company Background and Experience

Firm Profile



Willdan Group, Inc. (WGI), was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has annual revenues in excess of $400 million and approximately 1,400 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—***four of whom are committed to contribute their expertise throughout the duration of the City Eastvale's Comprehensive Cost Allocation Plan and User Fee Study engagement.***

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm, and is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 1,500 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI).

Our staff of nearly 80 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ User fee studies; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Real estate economic analysis; ▪ Feasibility studies; ▪ Municipal Advisory; ▪ Arbitrage and Continuing Disclosure Services; ▪ Economic development strategic plans;	▪ Development impact fee establishment and analysis; ▪ District Administration Services; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; ▪ Debt issuance support; and ▪ Long-term financial plans and cash flow modeling.

Strategic Direction/Unique Resources & Capabilities

Proven Success

Willdan has demonstrated a successful record of achievement working with cities, towns, counties, and special districts throughout the United States, as well as abroad. As Willdan operates internationally, we possess unique experiences in numerous jurisdictions in dealing with multiple challenges. Furthermore, our ability to produce studies that accommodate various options and viewpoints ensures fair-minded, equitable and sensible projects.

Proven Professionals

The Team's quality is often as important as the consulting firm's reputation. Willdan is known for its personal, customized service. Our team will work with the City's professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Eastvale; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to ***include and inform the Community***.

Extensive Public Sector Experience

Willdan has delivered industry-leading financial, energy and engineering solutions that have transformed government and commerce for over 50 years. Willdan Financial Services advises governments throughout the United States and abroad about financial and economic consulting. We serve all levels of government and collaborate with government staff, constituents, developers, officials, and other professional services firms.

Staff Continuity

It is important to note that Mr. Fisher has been with Willdan for more than 21 years, ensuring the City of Eastvale of continuity and dedication in staffing during the completion of the project.

Mr. Chris Fisher has been assigned to serve as the City's representative; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous Cost Allocation Plans and User Fee Studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Financial Stability

To establish our financial stability, we are providing the following information.

Willdan Group, Inc. (WGI) has sustained a healthy financial performance record due to the outstanding performance of our operating divisions and a strong, dependable reputation in municipal consulting. A snapshot of WGI's financial statistics are provided to the right demonstrating our financial position and stability.

As a publicly traded company (WLDN), must provide public financial information as required by the SEC. ***Detailed financial statements and annual reports are included on our webpage (***http://ir.willdangroup.com/***).***

Financial Stability

- In business for over 55 years
- Market capitalization of $217M (as of end of 1st Quarter, 2020)
- Fiscal 2nd Quarter 2020 revenue (6 months) of $106M
- Fiscal Year 2019 revenue of $443M
- $50 million Line of Credit with the ability to increase up to $60 million (as of end of 1st Quarter, 2020)
- $12.3M in cash and cash equivalents (as of end of 1st Quarter, 2020)

Litigation

Willdan Financial Services is not currently involved in any condition (e.g., bankruptcy, current or pending litigation, planned office closures, impending merger) that may impede our ability to complete this engagement.

Company Experience

Similar Services

Listed in the table below, are public agencies in which similar services have been completed, or are currently in progress, in the previous five years. These studies have been completed by team members included herein.

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	**Project Description**
City of Arcadia, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Aurora, CO	Cost Allocation Plan and Comprehensive User Fee Study
City of Banning, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Bedford, TX	Cost Allocation Plan
City of Bellflower, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Belmont, CA	User Fee Study and Refinement of Cost Allocation Plan
City of Blythe, CA	Cost Allocation Plan and OMB Compliant Plan
City of Brea, CA	Police Department Cost Allocation Plan
City of Cerritos, CA	Development Services User Fee Study
City of Chino Hills, CA	Cost Allocation Plan and Comprehensive User Fee Study, and Updates
City of Claremont, CA	Cost Allocation Plan and User Fee Study
City of Coalinga, CA	User Fee and Rate Study
City of Colton, CA	User Fee Study
City of Coppell, TX	Full Cost Allocation Plan
City of Cudahy, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of DeSoto, TX	Comprehensive User Fee Study
City of Dinuba, CA	Cost Allocation Plan & Updates
City of El Centro, CA	Comprehensive User Fee Study
City of El Cerrito, CA	Cost Allocation Plan and Community Development Department User Fee Study
City of El Monte, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Encinitas, CA	Development Services User Fee Study and Cost Allocation Plan
City of Escondido, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Fillmore, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Fountain Hills, AZ	Comprehensive User Fee Study
City of Fontana, CA	Building & Safety User Fee Study
City of Fullerton, CA	Community Development Department User Fee Study
City of Galt, CA	Cost Allocation Plan and OMB Compliant Plan
City of Gardena, CA	Cost Allocation Plan

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	**Project Description**
City of Gilroy, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Glendale, AZ	Cost Allocation Plan
City of Goleta, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Hawthorne, CA	Cost Allocation Plan and User Fee Study
City of Hayward, CA	Comprehensive Master User Fee Study, Full Cost Allocation Plan, and updates, and Rental Inspection Program Fee Analysis
City of Hesperia, CA	Cost Allocation Plan
City of Hollister, CA	User Fee Study
City of Indian Wells, CA	Comprehensive User Fee Study
City of Irvine, CA	Overhead Cost Allocation, OMB Compliant Plan and Comprehensive User Fee Study
City of Irwindale, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of Kingsburg, CA	Cost Allocation Plan
City of La Mirada, CA	Cost Allocation Plan and User Fee Study Update
City of La Puente, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Laguna Hills, CA	Comprehensive User Fee Study and Cost Allocation Plan Update
City of Lomita, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Analysis
City of Los Altos, CA	Cost Allocation Study, OMB Compliant Plan, and Comprehensive User Fee Study
City of Los Angeles, CA	Building & Safety User Fee Study
City of Los Banos, CA	Full Cost Allocation Study, OMB Compliant Plan, and Comprehensive User Fee Study
City of Lynwood, CA	User Fee Study and Cost Allocation Plan, and Updates
City of Manteca, CA	Cost Allocation Plan
City of Mesquite, TX	Cost Allocation Plan and OMB Compliant Plan
City of Mission Viejo, CA	Comprehensive User Fee Study and Cost Allocation Plan
City of Missouri City, TX	Full and OMB Compliant Cost Allocation Plan and User Fee Study
City of Montebello, CA	Cost Allocation Plan
City of Monterey Park, CA	Cost Allocation Plan and User Fee Study, and Updates
City of Monterey, CA	Cost Allocation Plan and Indirect Cost Rate
City of Murrieta, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan and Updates
City of Napa, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of National City, CA	Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study
City of Oroville, CA	Cost Allocation Plan

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	**Project Description**
City of Oviedo, FL	Cost Allocation Plan
City of Pacifica, CA	Comprehensive Citywide User Fee Study and Charges Rate Study
City of Palm Desert, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Patterson, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Petaluma, CA	Cost Allocation Plan, User Fee Study, CIP Admin Rate & Work Order Rate Analysis, Hourly Overhead Rates, and ISF Allocation Study, and Updates
City of Pittsburg, CA	User Fee Study and Cost Allocation Plan
City of Rocklin, CA	User Fee Study
City of Richmond, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Rosemead, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of St. Helena, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Salinas, CA	Full Cost Allocation Plan and Comprehensive Fee Study
City of San Bruno, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of San Fernando, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of San Jacinto, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of San Luis, AZ	Cost Allocation Plan
City of San Marcos, CA	Cost Allocation Plan and Indirect Cost Rate Studies
City of Santa Ana, CA	User Fee Study
City of Signal Hill, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of Soledad, CA	User Fee Study
City of Stanton, CA	Full Cost and OMB Compliant Allocation Plan & Comprehensive User Fee Study
City of Surprise, AZ	Full Cost Allocation Plan
City of Tulare, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Tustin, CA	Comprehensive User Fee Study
City of Twentynine Palms, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Union City, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Watsonville, CA	Comprehensive User Fee and Rate Study, Cost Allocation Plan, and OMB Compliant Plan, and Updates
City of West Hollywood, CA	Cost Allocation Plan and User Fee Study

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	**Project Description**
City of West Sacramento, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Yucaipa, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
County of Mono, CA	Comprehensive User Fee Study
County of Placer, CA	Land Development Fee Study
County of San Benito, CA	Comprehensive User Fee Study and Development Impact Fee Study
Housing Authority of the County of San Bernardino, CA	Cost Allocation Plan
Kentuckiana Works, KY	OMB Cost Allocation Plan and Updates
Rainbow Municipal Water District, CA	Cost Allocation Plan and OMB Compliant Plan
Sacramento Public Library, CA	Cost Allocation Plan, and Updates
Town of Paradise Valley, AZ	Planning and Engineering Services Fee Study
Town of San Anselmo, CA	Full Cost Allocation Plan and Comprehensive User Fee Study
Town of Sunnyvale, TX	Comprehensive User Fee Study

VI. Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of Eastvale's request for services for a Comprehensive Cost Allocation Plan and User Fee Study.

The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services.

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

We will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City's budget as the gauge. This model, which is then the City's to retain, gives City Staff the control to make on-the-fly adjustments and updates.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance, human resources, or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services***. We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in the City and develop a fair and defensible means of allocating these costs. Our unique model allows us to provide a CAP that will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

For the Comprehensive User Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project.

Key distinct advantages that Willdan brings to the City include the following:

On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives and provide important information to City staff and the Council as soon as possible.

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

The model will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and ***conducting our analysis and developing the models collaboratively with City staff*****.** With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies is presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include.

After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs, and provide projections of revenue from fee programs.

VII. Project Staffing and Organization

Project Team and Qualifications

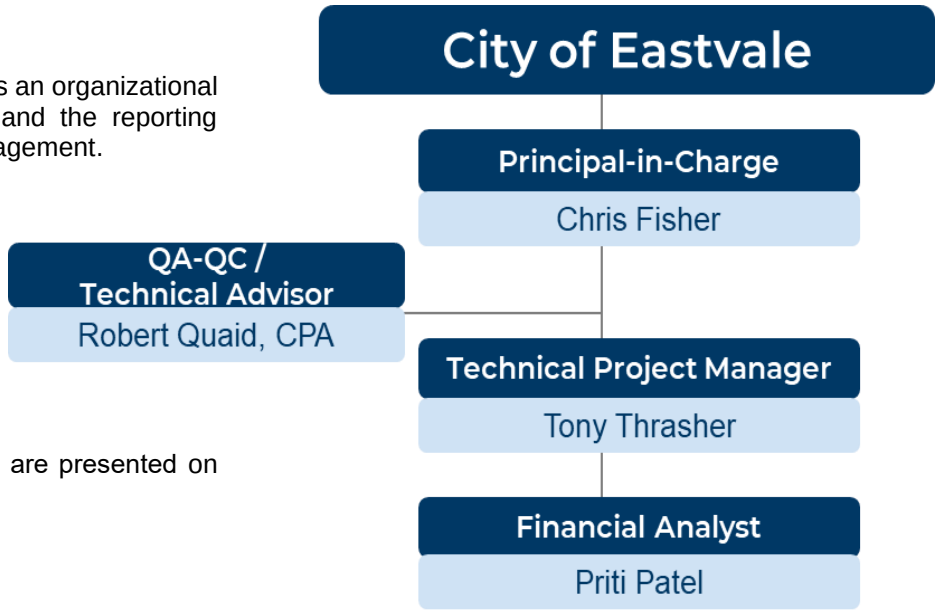
Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.

Key Team Member	Project Role	Responsibility to the Eastvale Engagement
Chris Fisher	Principal-in-Charge	▪ Technical guidance; ▪ Project oversight; ▪ Quality assurance & control; and ▪ Meeting and presentation attendance.
Tony Thrasher	Technical Project Manager	▪ Task oversight; ▪ Model development; ▪ Produce key elements of the analyses; ▪ Responsible for project deliverables; ▪ Report evaluation; and ▪ Meeting and presentation attendance.
Priti Patel	Financial Analyst	▪ Collect, interpret, and analyze key data; ▪ Assistance with model development; ▪ Report preparation; and ▪ Meeting and presentation attendance.
Robert Quaid, CPA	Quality Assurance / Quality Control	▪ Third party reviewer; and ▪ Report evaluation.

Organizational Chart

Provided in the graphic to the right, is an organizational chart that defines individual roles and the reporting structure of the City of Eastvale engagement.



Resumes

Resumes for Willdan's project team are presented on the following pages.

Chris Fisher

Principal-in-Charge

Education

San Francisco State University, Bachelor of Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

21 Years' Experience

Mr. Chris Fisher, Vice President and Director of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the City of Eastvale's project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Arizona, Colorado, Texas, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of Murrieta, CA – Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher served as the project manager on the City's fee study. The primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds. ***The City has recently re-engaged Willdan to conduct an update to both studies, it is currently in process.***

City of Signal Hill, CA – Cost Allocation Plan and User Fee Study: As principal-in-charge, Mr. Fisher oversaw the development and review of a Full and OMB compliant cost allocation study and a comprehensive user fee and rate study for the City's master list of fees.

City of Laguna Hills, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher is the principal-in-charge for the ongoing full cost allocation plan and user fee study. Willdan's work includes the gathering of necessary data and information, interviews with City Staff to identify overhead support services and how they are used and interviews to gather information related to fee-based services. We are also developing financial models to calculate overhead allocations and personnel rates and the full cost of services for which fees are charged. We are working with Staff to finalize cost recovery targets, prepare reports and present the results.

City of Indian Wells, CA — User Fee Study: Mr. Fisher was the principal-in-charge for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. Our team gathered and confirmed data, met with City Staff to discuss the City's overhead support structure and how operating activities use and benefit from overhead support services. We conducted interviews to gather information related to fee-based services to be used in calculating the full cost of providing services. We developed financial models to calculate overhead allocations and the full cost of services and worked with Staff to develop fee-setting recommendations. We prepared reports and presented the results and met with the development community to address their questions about the study's methodology and results.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

City of National City, CA – Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Mr. Fisher served as the principal-in-charge for the City of National City's Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee, and ISF Allocation Study.

City of Goleta, CA – Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher is the principal-in-charge of the City of Goleta's ongoing Cost Allocation Plan and Comprehensive User Fee Study engagement. He is overseeing the project team.

C. Fisher
Resume Continued

City of Hayward, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher served as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He worked with the City and Willdan staff to gather the necessary data and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure and includes provision for several Internal Service Funds.

City of Petaluma, CA – Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Fisher served as project manager for the project team and provided oversight for this thorough and intensive study for the City of Petaluma. ***The City has hired Willdan for multiple updates since we completed the original study.***

City of Belmont, CA – Master Fee Study and Cost Allocation Refinement: Mr. Fisher served as the project manager for Willdan's work with the City of Belmont and the Belmont Fire Protection District's fee study. Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

City of El Cerrito, CA — Building Fee Study: Mr. Fisher provided oversight and technical guidance for the City's analysis and update of its Building and Planning Fees. Our role included the development of the comprehensive financial model for calculating full cost of service, and the supporting report. We also assisted with the preparation of fee recommendations to the City Council based on local policy and comparisons to other regional cities.

City of Pittsburg, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan: Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities and gather necessary information to update fees. ***Willdan was re-selected to update the Cost Allocation Plan.***

City of Union City, CA — Comprehensive Fee and Rate Study & Overhead Cost Allocation Plan: Mr. Fisher served as the principal-in-charge for the City's fee study. He oversaw the development of an overhead cost allocation plan, OMB compliant cost allocation plan, as well as a comprehensive user fee study.

City of DeSoto, TX – User Fee Study: Mr. Fisher served as the principal-in-charge for City's Comprehensive User Fee Study.

Tony Thrasher

Technical Project Manager

Education

Bachelor of Science in Economics; California State Polytechnic University, Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User Fees and Rates

District Administration Services

Utility Rate Studies

11 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Technical Project Manager for the City's engagement. Currently, Mr. Thrasher is a Senior Project Manager within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of Irvine, CA – OMB Cost Allocation Plan and Comprehensive User Fee Study: Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

City of Chino Hills, CA – Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher served as the technical project manager for the City's Cost Allocation Plan and Comprehensive User Fee Study. He worked directly with the City contact throughout the engagement.

City of Cerritos, CA – Development Services User Fee Study: Mr. Thrasher served as the Technical Project Manager for this engagement, whereby he designed micro-level allocation models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of Bellflower, CA – OMB Cost Allocation Plan and Comprehensive User Fee Study Update: In Willdan's initial engagement with the City, Mr. Thrasher provided analytical support, with his primary duties including finalizing model figures and generating reports. In the subsequent update of both the CAP and the Fee Study, Mr. Thrasher assumed a lead technical role, working directly with the client to develop a new Cost Allocation Model, update the comprehensive fee model, and resolve policy and fee setting issues. He was directly responsible for delivery of reports and presentations to the City.

City of Indian Wells, CA — User Fee Study: Mr. Thrasher served as the technical project manager for the City's Administrative, Building, Planning and Public Works Departments. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs cost recovery levels.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is currently serving as the technical project manager for the City's full cost allocation plan and user fee study. He is directly responsible for the creation of both models for the study, gathering and verification of the data, managing the analysts working to support him and presenting results to the City.

City of National City, CA – Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Mr. Thrasher served as the technical project manager for the City of National City's Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee, and ISF Allocation Study.

City of Petaluma, CA – Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports. ***The City has hired Willdan for multiple updates since we completed the original study.***

T. Thrasher
Resume Continued

City of Goleta, CA – Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is the technical project manager for the City of Goleta's ongoing Cost Allocation Plan and Comprehensive User Fee Study engagement. He is working directly with the City contact, and the project team, throughout the engagement.

City of Hayward, CA – Cost Allocation Plan and User Fee Study: For this project, Mr. Thrasher provided analytical support, and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures, and generating reports. ***The City hired Willdan to complete the original Cost Allocation Plan and User Fee Study, and has subsequently hired us for updates to both studies.***

City of El Cerrito, CA – Building Fee Study: Mr. Thrasher was the Project Manager for the City's analysis and update of its Building and Planning Fees. He managed the development of the comprehensive financial model to calculate full cost of service, and the supporting report. Also assisted with the preparation of fee recommendations to the City Council based on local policy and comparisons to other regional cities.

City of Salinas, CA – Full Cost Allocation Plan and Comprehensive Fee Study: Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees. ***Willdan was re-selected to update the Cost Allocation Plan.***

City of Galt, CA – Cost Allocation Plan: As the assigned technical lead, Mr. Thrasher worked directly with City staff to develop the Cost Allocation Model and report and worked with Staff to test and adjust the model and methodology where appropriate before finalizing. Following completion of the initial CAP, he worked with the City to update the model for the subsequent budget update.

City of Monterey, CA – Cost Allocation Plan: Mr. Thrasher is serving as the technical project manager for the City of Monterey Cost Allocation Plan engagement and updates. He is assisting in the development of the City's general overhead allocation plan, whereby he applies his expertise on alternative allocation methods. ***The City hired Willdan for the original study, and has since hired us for multiple updates.***

City of Mission Viejo, CA – Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of Richmond, CA – Cost Allocation Plan& User Fee Study: Mr. Thrasher serves as the Project Manager for the City of Richmond's fee study.

City of DeSoto, TX – User Fee Study: Mr. Thrasher served as the technical project manager for City's Comprehensive User Fee Study.

City of Missouri City, TX – Comprehensive User Fee Study and Cost Allocation Plan: Mr. Thrasher served as the technical project manager for City's Fee Study. ***Project Fees: $49,000.***

City of Mesquite, TX – Cost Allocation Plan: Mr. Thrasher served as the technical project manager for City's Cost Allocation Study.

City of Surprise, AZ – Cost Allocation Plan: Mr. Thrasher served as the technical project manager for the 2017 Cost Allocation Plan to identify the City's costs related to rendering internal central support services, and the allocation of those costs to operating departments.

Kentuckiana Works, KY – Cost Allocation Plan: Mr. Thrasher is the technical project manager for Kentuckiana Works Cost Allocation Plan. This is an ongoing project.

Priti Patel

Project Analyst

Education

Bachelor of Arts; Business Management, Information Systems and International Business, University of Cincinnati

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

7 Years' Experience

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

Ms. Patel joined Willdan as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies. Ms. Patel came to Willdan with more than five years' experience as an Analyst.

Related Experience

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study, Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Ms. Patel provided analytical support in the preparation of this study, her primary duties included development of the models, finalizing model figures and results, and generating reports.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is assigned as the analyst to the City of Palm Desert's full cost allocation plan and user fee study. She supports the project manager by gathering necessary data, preparing the initial draft models and reports, and working directly with City Staff to refine and update results during review iterations.

City of Indian Wells, CA — User Fee Study: Ms. Patel served as the analyst for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. She led the analytical efforts by developing the User Fee model and report, and gathering and evaluating the data necessary for the study. She also participated in the on-site interviews with Staff to discuss service delivery processes.

City of Lake Elsinore, CA — User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support and gathering budget and allocation basis data for this engagement.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is currently providing support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study.

Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan: Ms. Patel provided analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

P. Patel
Resume Continued

City of Yucaipa, CA — Cost Allocation Plan and Comprehensive User Fee Study: Provided analytical support in the preparation of a Cost Allocation Plan and OMB compliant cost allocation plan and comprehensive fee study for the development of a master list of fees. Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff could easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Goleta, CA – Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is financial analyst for the City of Goleta's ongoing Cost Allocation Plan and Comprehensive User Fee Study engagement.

City of Richmond, CA — Cost Allocation Plan & User Fee Study: Ms. Patel is the financial analyst on the City of Richmond's ongoing User Fee Study and Cost Allocation Plan. She is assisting the project manager with gathering and validation of data, development of the models and related analysis, staff interviews and preparation of reports and presentations.

City of Pittsburg, CA —Cost Allocation Plan and User Fee Study: Ms. Patel was assigned to provide assistance to senior project team members on the City of Pittsburg Cost Allocation Plan and User Fee Study engagement. She will be a technical lead for the gathering of data, creation of the models and preparation of study reports and presentations. ***The City hired Willdan for the original study, and for two subsequent updates.***

City of Monterey, CA — Cost Allocation Plan: Ms. Patel is serving as the financial analyst for the City of Monterey Cost Allocation Plan and updates. In this role she is responsible for obtaining updated information and data, reviewing overhead structure and functions, and preparing the updated model and report. ***The City originally hired Willdan for the creation of the first Cost Allocation Plan, and has hired us for multiple updates since then.***

City of Fillmore, CA — Full Cost Allocation Plan and User Fee Study: Ms. Patel helped develop a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. She assisted in the completion of the model and report and worked directly with senior staff to their feedback and revisions.

City of Dinuba, CA — Cost Allocation Plan Update and Utility Rate Study: Ms. Patel assisted with a utility rate study and a cost allocation plan update for the City. Duties included reviewing relevant documentation, gathering information related to indirect staffing and functions, assisting in the preparation of a comprehensive draft cost allocation model and plan, and testing and reviewing the model and results with project management staff.

City of DeSoto, TX – User Fee Study: Ms. Patel served as the financial analyst for City's Comprehensive User Fee Study.

City of Missouri City, TX – Comprehensive User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study.

Kentuckiana Works, KY – Cost Allocation Plan: Ms. Patel is the financial analyst assigned to the Kentuckiana Works Cost Allocation Plan engagement.

Robert Quaid, CPA

Quality Assurance / Technical Advisor

Education

Bachelor of Science, University of Southern California

Areas of Expertise

Fiscal Analysis for User Fees and Rates

Cost Allocation Plans

Acquisition Audit Services

Statutory Financial Reporting

Fund Audits

Quality Review of Community Facilities, Lighting & Landscaping, and Assessment Districts

Affiliations

California Society of Municipal Finance Officers

California Society of CPAs

Certifications/ Licenses

Certified Public Accountant

35 Years' Experience

With his 35 years of extensive experience, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Rialto, CA — Comprehensive User Fee Study: Project manager for the Comprehensive User Fee Study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients throughout California. Provided below are a few examples of clients in which services have been provided in the previous three years.

- City of Belmont, CA
- City of Cerritos, CA
- City of Claremont, CA
- City of Coalinga, CA
- City of El Cerrito, CA
- City of Fillmore, CA
- City of Galt, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Goleta, CA
- City of Monterey, CA
- City of Petaluma, CA
- City of Rocklin, CA
- City of St. Helena, CA
- County of San Benito, CA
- City of San Bruno, CA
- City of Salinas, CA
- City of Union City, CA
- City of Watsonville, CA
- City of Yucaipa, CA

VIII. Project Work Plan and Schedule

Project Methodologies

The following describes our proposed approach, and work plan to prepare a User Fee Study and Cost Allocation Plan.

Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of Eastvale is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City.

To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed.

Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management —** Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule —** Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontainable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism.

Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel.

To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

Comprehensive User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff “buys in” to the fee study approach and results.

User Fee Study Approach

Our approach to preparing the user fee study and documentation for Eastvale includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches.

  We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the “Case Study Method” examines the tasks, steps and City staff involved in providing a particular ‘unit’ of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

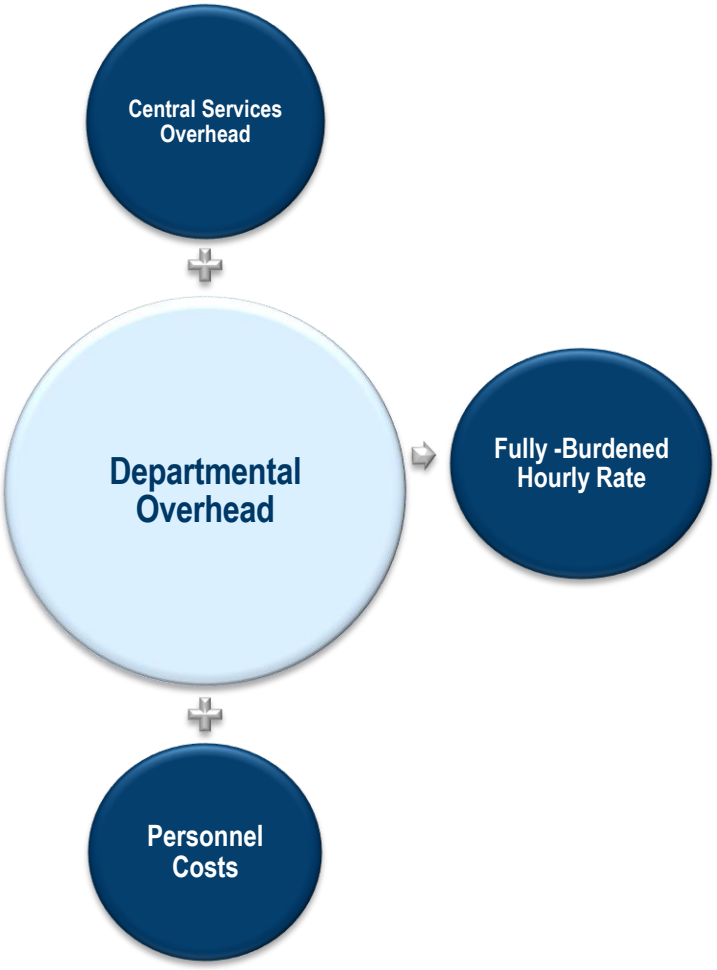
1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated. This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



Work Plans

Our proposed work plans, described in detail by task, are provided below. We will maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the user fee study and cost allocation plan wherever possible. We explain how each task will be accomplished and identify associated meetings and deliverables. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Comprehensive and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the comprehensive and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1:	Initial Document Request
Objective:	Initial due diligence.
Description:	Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development. Our request may include (but is not limited to): ▪ Detailed budget and accounting data; ▪ Prior year's financial data, salary, position, and staffing data; ▪ Organizational structure; ▪ Prior cost allocation plan and/or user fee documentation and models; and ▪ Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2:	Kick-off Conference Call / Confirm Project Strategy / Refine Scope
Objective:	Confirm project goals and objectives and develop overall project strategy. Identify and discuss policy issues related to the study and determine appropriate fee categories.
Description:	Willdan will identify and discuss policy issues typically associated with these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review, and conduct discussions with City Staff to verify the scope, purposes, and objectives for the CAP. We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP. During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.
Meetings:	One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of City Staff and Willdan time.
Deliverables:	**Willdan:** If needed, a revised project scope and schedule. **City:** Provide further data requirements and select/introduce City's project manager.

Task 3:	Gather Staffing Information and Develop Cost Allocation Plan Model
Description:	This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks. The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs. It will allow for adjustments to direct and overhead costs so that the model can be scaled and adjusted going forward. The model will also have the ability to be modified to adapt to changes in personnel, staffing or structure, and be easily updated for changes in personnel rates or inflation of costs. The model will also calculate a citywide overhead rate and overhead rates for each department, enterprise, and fund, including Internal Service Funds. The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations. We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology. The model and methodology will also produce indirect cost rates and fully burdened hourly personnel rates. These rates will be suitable for a variety of uses, including incorporation into the User Fee Study's personnel rates, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.
Meetings:	Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.
Deliverables:	**Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4:	Test and Review Cost Allocation Methodology
Objective:	Test and review model and results with City.
Description:	The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.
Meetings:	One (1) online meeting and demonstration with City Staff to review the model.
Deliverables:	**Willdan and City:** Draft cost allocation plan model review.

Task 5:	Prepare and Present Draft Report
Objective:	Prepare the draft cost allocation report.
Description:	This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.
Meetings:	One (1) online meeting to present the draft report to City Staff.
Deliverables:	**Willdan:** Draft report for City review and input. **City:** Review of draft report, with comments, and edits.

Task 6:	Discuss and Revise Report
Objective:	Review of draft report, cost distribution methods, and model.
Description:	An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods. Our reports are structured to include both the overhead and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split. Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.
Meetings:	One (1) conference call with City staff to review the report with changes and revisions.
Deliverables:	Draft report, and revised draft/final report.

Task 7:	Prepare and Present Final Report and Model
Objective:	Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.
Meetings:	One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results, and may also be held remotely via web conference if necessary due to ongoing COVID-19 public health mandates. We will also provide staff training on the operation and use of the model.
Deliverables:	**Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant), and ten (10) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

User Fee Study

Task 1:	Initial Document Request
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

Task 2:	Compile Inventory of Current and Potential Fees
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.
Deliverables:	**Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

City: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

Task 3:	Kick-off Conference Call / Refine Scope
Objective:	Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
Description:	Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process. During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
Meetings:	One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.
Deliverables:	**Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed). **City:** 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task 4:	Develop User Fee Model
Objective:	Develop and test model.
Description:	This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs. Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary. The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.
Deliverables:	**Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5:	Time Survey Interviews and On-site Information Gathering
Objective:	Meet with City staff to complete Time Surveys and understand service delivery processes.
Description:	In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved. The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected. The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: One (1) full business day of on-site meetings/staff interviews. In light of ongoing public health mandates associated with COVID-19, we will discuss with the City whether these meetings need to be conducted via WebEx or Zoom. We have been using these tools during the course of the shutdowns and they have proven effective and successful.

Deliverables: **Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6: Common Fees Comparison

Objective: Examine selected user fees charged by up to five (5) comparable cities in Riverside County, or jurisdictions that are similar to the City of Eastvale.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of Eastvale; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting.

Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently.

We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees.

Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

In developing the fee schedule, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected.

Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: One (1) meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule. Please see the note in Task 5 regarding COVID-19 and in-person meetings.

Deliverables: Final user fee model for City Council presentation and discussion.

Task 8:	Prepare and Present Draft Report
Objective:	Prepare draft report.
Description:	This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following: ▪ Key results and findings; ▪ Basic descriptions of each service; ▪ The full cost of each service at lowest reasonable activity level and current cost recovery levels; ▪ Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery; ▪ Fee recommendations with associate levels of cost recovery; ▪ Projections of potential fee revenue; ▪ Assessment of reasonableness of each City's costs; ▪ Review of reasonableness of current consultant cost structure (for Building Division services); ▪ As appropriate, recommend alternative methodologies for building permit fee calculation; and ▪ Summary and recommendations. The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
Meetings:	One (1) conference call with City staff, to present draft results address questions and receive feedback.
Deliverables:	**Willdan:** Draft report for City review and comment. **City:** Review of draft report, with comments and edits.

Task 9:	Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption
Objective:	Review of draft report and fee model.
Description:	The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of: ▪ Understandability; ▪ Fairness to applicants; ▪ Ease of calculation; ▪ Appropriate levels of cost recovery; and ▪ Full cost recovery hourly rates. When adjusting fee recovery levels, we believe it is important to address these concerns. Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.
Meetings:	One (1) online demonstration (WebEx) to review the report and model, with any revisions.
Deliverables:	Draft report, revised draft /final report.

Task 10:	Prepare and Present Final Report/Train Staff on Model
Objective:	Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models; and, if requested, provide ten (10) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Eastvale assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

1) Coordinate responses to requests for information;

2) Coordinate review of work products; and

3) Help resolve policy issues.

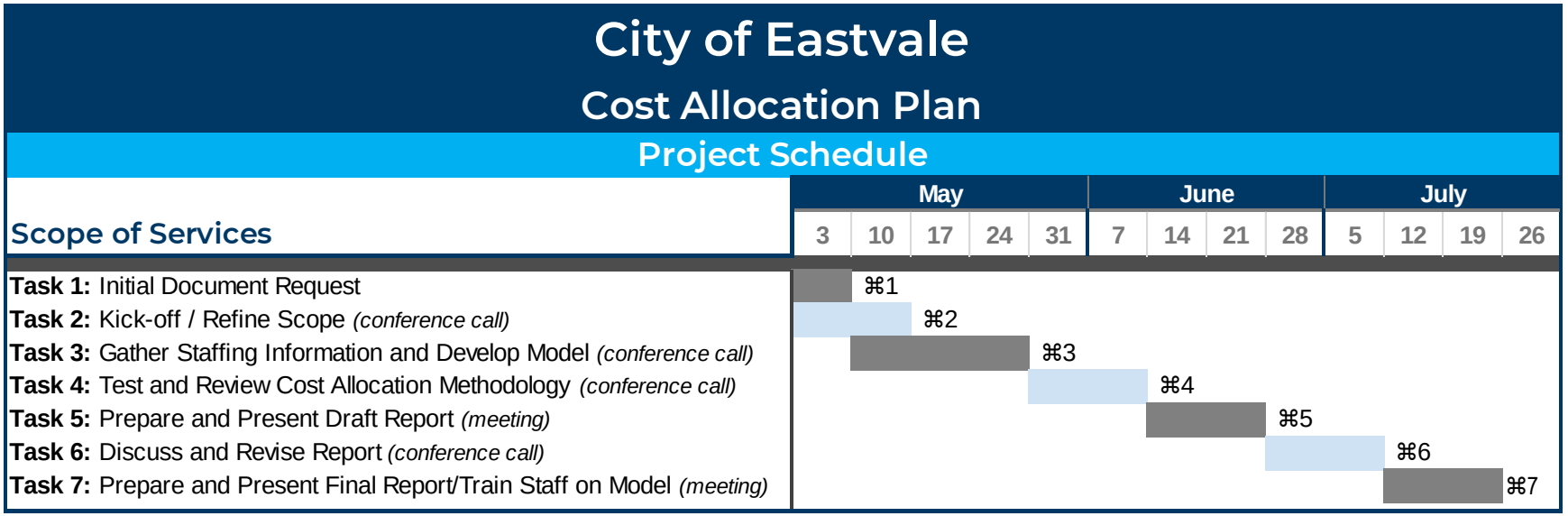
Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Schedules

Comprehensive Cost Allocation Plan

Willdan understands time is of the essence for the City of Eastvale to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedules. If that is the case, we will notify the City immediately of the possible impact on the schedule.

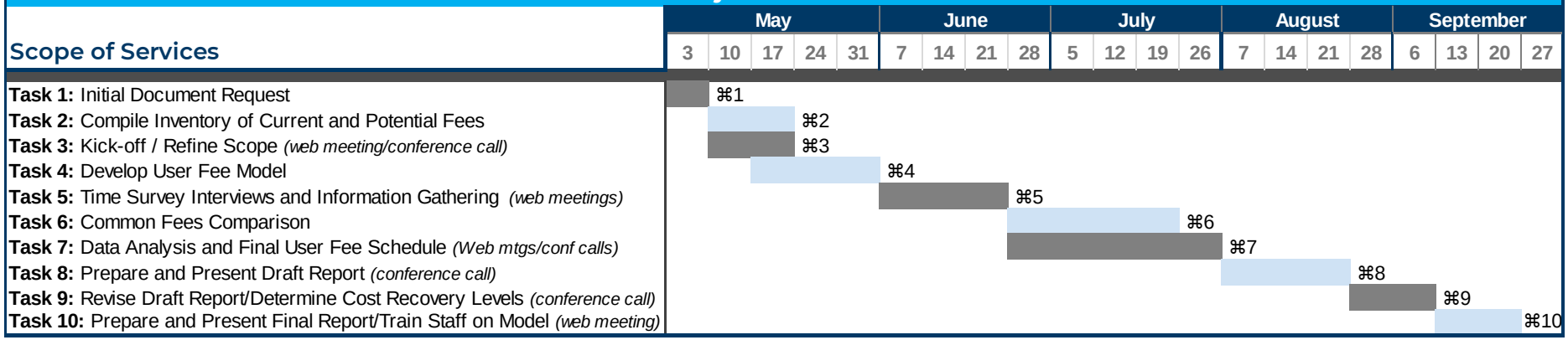


Deliverables:

⌘1: Information Request
⌘2: Revised Project Scope and Schedule *(if needed)*
⌘3: User-friendly Model in Microsoft Excel
⌘4: Draft Cost Allocation Plan Model Review
⌘5: Draft Report
⌘6: Revised Draft Report/Final Report
⌘7: Final Report – Hard and Electronic Copies

User Fee Study

City of Eastvale
User Fee Study
Project Schedule



Deliverables:

- **⌘1:** Information Request
- **⌘2:** Draft List of Current Fees
- **⌘3:** Revised Project Scope and Schedule *(if needed)*
- **⌘4:** User-friendly Model in Microsoft Excel
- **⌘5:** Time Surveys and Draft Full Cost Recovery Fees
- **⌘6:** Common Fee Comparison
- **⌘7:** Draft Fee and Rate Model Review
- **⌘8:** Draft Report
- **⌘9:** Revised Draft Report/Final Report
- **⌘10:** Final Report – Hard and Electronic Copies

IX. Cost Proposal

Not-to-Exceed Fee

Willdan Financial Services ("Willdan") proposes a ***not-to-exceed fixed fee of $33,840*** for the Cost Allocation Plan and User Fee Study engagement. The tables below provide a breakdown of each fee by task and project team member.

Comprehensive Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a ***not-to-exceed fixed fee of $9,930*** to prepare a Cost Allocation Plan.

City of Eastvale
Cost Allocation Plan
Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total Hours	Total Cost
	$ 250	$ 185	$ 125	$ 210		
Scope of Services						
Task 1: Initial Document Request	-	-	1.0	-	1.0	$ 125
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	310
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	1.0	6.0	16.0	-	23.0	3,360
Task 4: Test and Review Cost Allocation Methodology	1.0	4.0	6.0	1.0	12.0	1,950
Task 5: Prepare and Present Draft Report	1.0	4.0	8.0	1.0	14.0	2,200
Task 6: Discuss and Revise Report	1.0	2.0	3.0	-	6.0	995
Task 7: Prepare and Present Final Report/Train Instruct Staff on Model	-	4.0	2.0	-	6.0	990
Total – Cost Allocation Plan	**4.0**	**21.0**	**37.0**	**2.0**	**64.0**	**$ 9,930**

User Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a ***not-to-exceed fixed fee of $23,910*** to prepare a Comprehensive User Fee Study.

City of Eastvale
User Study
Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total Hours	Total Cost
	$ 250	$ 185	$ 125	$ 210		
Scope of Services						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	$ 310
Task 2: Compile Inventory of Current and Potential Fees	-	2.0	4.0	-	6.0	870
Task 3: Kick-off /Refine Scope	1.0	1.0	1.0	-	3.0	560
Task 4: Develop User Fee Model	1.0	2.0	8.0	1.0	12.0	1,830
Task 5: Time Survey Interviews and Information Gathering	-	8.0	12.0	-	20.0	2,980
Task 6: Common Fees Comparison	1.0	8.0	16.0	-	25.0	3,730
Task 7: Data Analysis and Final Fee and Rate Schedule	2.0	8.0	32.0	1.0	43.0	6,190
Task 8: Prepare and Present Draft Report	1.0	6.0	12.0	1.0	20.0	3,070
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	6.0	12.0	1.0	20.0	3,070
Task 10: Prepare and Present Final Report/Train Staff on Model	-	5.0	3.0	-	8.0	1,300
Total – User Fee Study	**7.0**	**47.0**	**101.0**	**4.0**	**159.0**	**$ 23,910**

Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the User Fee Study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Additional Professional Services

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Vice President - Director	Chris Fisher	$250
Managing Principal		$240
Principal Consultant	Bob Quaid	$210
Senior Project Manager	Tony Thrasher	$185
Project Manager		$165
Senior Project Analyst		$135
Senior Analyst	Priti Patel	$125
Analyst II		$110
Analyst I		$100

X. References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City of Eastvale. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

City of Chino Hills, CA
Full Cost Allocation Plan and Comprehensive User Fee Study

The City of Chino Hills engaged Willdan to complete a comprehensive Cost Allocation Plan and Comprehensive User Fee Study. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology and worked directly with City staff to gather additional detail or clarify information where necessary. We worked City staff to understand the various functions served by indirect staff in various City departments, and which operating departments or funds they served. We worked directly with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model as necessary.

We developed a cost of service analysis and model that updated existing fees and incorporated new fees and used it to create an updated comprehensive fee schedule.

Willdan is currently providing updates to the study.

Client Contact:	Ms. Christa Buhagiar, Finance Director 14000 City Center Drive, Chino Hills, CA 91709 Tel #: (909) 364-2642 | Email: cbuhagiar@chinohills.org
Project Dates:	May 2018 – Ongoing

City of Murrieta, CA
Cost Allocation and OMB Compliant Plan and Comprehensive User Fee Study

Willdan was engaged by the City of Murrieta to complete a full and OMB compliant cost allocation plan and the preparation of a comprehensive user fee study. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors.

For the comprehensive user fee study, the primary objective was to ensure that fees for requested services were calculated to account for the full cost of providing the services, and set appropriately, given City policy and financial objectives. A concerted focus was put on achieving near or full cost recovery for the Building & Safety, Planning, Fire, and Public Works fees. The analysis also justified measured increases in some of the fees associated with the other departments. We also supported the City in answering questions from, and participating in several meetings with, the local Building Industry Association representative, to explain the approach to the study, the data used, and the analytical methodology.

Willdan was re-selected to provide an update to the User Fee Study and Cost Allocation Plan.

Client Contact:	Ms. Stacey Stevenson, Administrative Services Director 1 Town Square, Murrieta, CA 92562 Tel #: (951) 461-6004 | Email: sstevenson@murrietaca.gov
Project Dates:	***Initial Study:*** September 2017 – January 2018 ***Update: June 2020*** – Ongoing

City of Irvine, CA
Comprehensive User Fee Study, Cost Allocation Plan & OMB Cost Allocation Plan

Willdan completed a comprehensive user fee study and full cost allocation plan for the City of Irvine. The cost allocation plan was also OMB compliant, whereas the user fee study focused on the community development/ planning, city clerk, public safety, and public works departments.

In addition to identifying the true costs of City-provided services, Willdan staff worked with each department to identify opportunities in recovering costs of services for which no fee had previously been collected.

Willdan also conducted the City's previous study, as well as updates to the studies, and was recently re-selected to conduct a Building and Safety User Fee.

Client Contact:	Ms. Amy Roblyer, Senior Management Analyst – Fiscal Services One Civic Center Plaza, Irvine, CA 92606 Tel #: (949) 724-6255 | Email: aroblyer@cityofirvine.org
Project Dates:	May 2017 – Ongoing

City of Indian Wells, CA
Development and Administrative Services User Fee and Charges Study

The City of Indian Wells sought an outside consultant to prepare a comprehensive study of the City's user fees for the Administrative, Building, Planning and Public Works Departments. Willdan completed this study in a manner that would fully identify and consider all direct/indirect costs.

Willdan reviewed and analyzed existing user fee programs, and based upon conversations and meetings with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged. We developed a comprehensive cost of service analysis and model that included allocation of indirect overhead costs, updated existing fees, and incorporated new fees, and used it to create an updated comprehensive fee schedule. We also assisted the City by attending a meeting with local building industry officials to describe the approach to the analysis, and address questions and concerns.

Client Contact:	Mr. Kevin McCarthy, Finance Director 44-950 Eldorado Drive, Indian Wells, CA 92210-7497 Tel. #: (760) 346-2489 | Email: kmccarthy@indianwells.com
Project Dates:	February 2017 – May 2017

City of Mission Viejo, CA
Cost Allocation Plan and Comprehensive User Fee Study

Willdan completed a comprehensive user fee study and full cost allocation plan for the City of Mission Viejo, which also included an evaluation of citywide user fees and comparison of fees with similar agencies.

Willdan collected and validated data and information necessary to develop models for both the Cost Allocation Plan and User Fee Study. We reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged, or changes in structure for certain fees. We developed a cost of service analysis and model that updated the cost of providing services associated with existing fees and incorporated new fees and used it to create an updated comprehensive fee schedule. We presented the results of both studies to City Staff, and to the City Council. Updated fees were adopted with few questions and requested changes from the Council.

We were hired again to prepare an update to the Cost Allocation Plan and User Fee study.

Client Contact:	Ms. Cheryl Dyas, CPA, Director of Administrative Services/City Treasurer 200 Civic Center, Mission Viejo, CA 92691 Tel #: (949) 724-6255 | Email: cdyas@cityofmissionviejo.org
Project Dates:	October 2016 – June 2019

City of Claremont, CA
Comprehensive User Fee Study and Full Cost Allocation Plan

Willdan was engaged to prepare for the City of Claremont a Cost Allocation Plan and Comprehensive User Fee Study. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. Our primary objective for the cost allocation study was to ensure that general government costs are fairly and equitably allocated to appropriate programs and funds, based on tailored and well thought out allocation factors.

Willdan reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged. Utilizing the full CAP, the comprehensive user fee study phase was completed with full interviews and being conducted on site, and a comprehensive fee model developed.

Client Contact:	Mr. Adam Pirrie, Finance Director 207 Harvard Avenue, Claremont CA 91711 Tel #: (909) 399-5328 | Email: APirrie@ci.Claremont.ca.us
Project Dates	May 2017 – May 2018

XI. Appendices

Sample Reports

Provided as an attachment to this proposal, are sample reports for the following projects.

- City of Chino Hills - User Fee Study
- City of Chino Hills - Cost Allocation Plan

Project Management Plan and Quality Assurance/Control

Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City of Eastvale. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
Define the project	**Plan the project**	**Manage the project**	**Review the project**	**Communicate the project**
▪ Identify the project scope, set objectives, list potential constraints, document assumptions. ▪ Define a course of action and develop an effective communication plan. ▪ Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	▪ Collaborate with the project team and client staff, and agree upon timeline to meet the estimated project timeline. ▪ Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. ▪ Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	▪ Manage the execution of the project. ▪ Direct existing and upcoming project tasks. ▪ Control and monitor work in progress. ▪ Provide feedback to client and project team. ▪ Identify and resolve deviances from project timeline.	▪ Review all work product and deliverables. ▪ Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. ▪ Procure executive officer level review.	▪ Communicate with the client regarding work status and progress. ▪ Ensure client is in receipt of regular status updates. ▪ Schedule regular conference calls to touch base. ▪ Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

1) Peer review;

2) Project Manager review; and

3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	**Lead**	**Task**
Quality Assurance / Control Process	Chris Fisher	▪ Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; Emphasize quality in every phase of work; ▪ Ensure efficient use of resources; ▪ Establish a consistent and uniform approach to the services performed; and ▪ Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Chris Fisher, Tony Thrasher, & Robert Quaid, CPA	▪ Contract deliverables; ▪ Specific quality control procedures; ▪ Special quality control emphasis; ▪ Budget and manpower requirements; ▪ Overall project schedule and budget; and ▪ Project documentation requirements.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.9
July 28, 2021

Funding Agreement for SB821 Bicycle and Pedestrian Facilities Program

Prepared By:

Jimmy Chung, City Engineer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Funding Agreement for SB821 Bicycle and Pedestrian Facilities Program with Riverside County Transportation Commission (RCTC) for the Bicycle and Pedestrian Safety Enhancement Project on Citrus St, Sumner Ave and River Rd;
2. Authorize the City Manager to execute the agreement and all necessary documents ; and
3. Adopt Resolution amending the FY 21/22 Budget to include appropriations for the SB821 Grant Funding.

Summary

A grant application for SB821 Bicycle and Pedestrian Facilities Program was submitted to the Riverside County Transportation Commission (RCTC) for the Bicycle and Pedestrian Safety Enhancement Project on Citrus St, Sumner Ave and River Rd. The grant request has been approved and the funding agreement for FY21/22 must be executed (Attachment 1).

Background

On April 2021, the City applied for the SB821 grant for the Bicycle Safety Enhancement Project on Citrus Street, Sumner Ave and River Road. The grant was approved and awarded in the amount of $432,500. The total project budget is $902,453 (with Measure A providing the 52% match of $469,953).

Improvements will construct key connections for people who bike and walk along Scholar Way. Scholar Way is a critical juncture for students attending Eastvale Elementary, River Height Intermediate and Eleanor Roosevelt High School. The project will provide safety enhancements and promote active modes of travel by adding a total of 2.7 miles of new Class II Bike Lanes, and 5.3 miles of new buffered areas adjacent to existing and new bike lanes. To further increase safety and accessibility, curb ramps will be reconstructed for ADA compliance, installation of rectangular rapid flashing beacons, and high visibility crosswalks.

Project improvements include the following:

Citrus Street (Harrison Ave to Cobble Creek Dr - 0.2 mile):

- Add Class II Bike Lanes in both directions of travel

Citrus Street (Cobble Creek Dr to Scholar Way – 0.75 mile)

- Add Class II Bike Lanes in both directions of travel
- Add buffer area adjacent to Bike Lanes both directions of travel
- Reconstruct curbs ramps for accessibility

Sumner Avenue (Bellegrave Ave and Citrus Street – 2.1 mile):

- Add buffer area adjacent to Bike Lanes both directions of travel
- Reconstruct curbs ramps for accessibility
- Safety enhancements include Rectangular Rapid Flashing Beacon (RRFB), high visibility cross walks and LED stop sign

River Road (Hall Road to Archibald Avenue – 0.3 mile):

- Add Class II Bike Lane in both directions of travel

Environmental

Approval of the agreement is categorically exempt from California Environment Quality Act (CEQA) review under CEQA Guidelines Section 15301 - Existing Facilities.

Strategic Plan Action - Priority Level: 2 | Target #: 5 | Goal #: 7

Increase community connectivity

Fiscal Impact

The SB821 grant requires a 52% local match of $469,953. The Measure A budget has $1,234,989 budgeted as a continuing appropriation for the Annual Overlay Project in the FY 21/22. This will be used for the local match requirement. If above recommendations are approved, the FY 21/22 budget will be amended to include the SB821 grant amount of $432,500 in the Annual Overlay Project number 93018. The attached resolution amends the Miscellaneous Grant Fund budget in the amount of $432,500 in revenue account 240-000-4570-93018 and $432,500 in expenditure account 240-510-6660-93018.

Prior City Council/Commission Action

There is no prior Council or Commission action on this agreement.

Attachment(s)

Attachment 1 - Funding Agreement
Attachment 2 - Budget Resolution

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of _____, 2021 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the CITY OF EASTVALE, a municipal corporation ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.

C. On February 1st, 2021, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2021/22 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.

D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Bicycle and Pedestrian Safety Enhancement on Citrus St, Sumner Ave and River Rd ("PROJECT").

E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.

2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Four Hundred and Thirty-Two Thousand Five Hundred Dollars ($432,500), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges

and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq*.), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a letter requesting such amendment, the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement for written approval by RCTC, which approval is subject to RCTC's discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) Applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has thirty six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete in writing by RCTC following the submission of the PROGRAM funding claim form ("CLAIM FORM") attached hereto and incorporated herein as Attachment 3. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a letter to RCTC requesting an extension of time to complete the PROJECT with an explanation of why the PROJECT cannot be completed under the existing schedule for completion included as Attachment 1, attached hereto and incorporated herein. Before and after PROJECT photographs must be included with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Increases in Project Funding. The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding increase. Any such increase in the FUNDING AMOUNT must be approved in writing by RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT mutually agreed to in writing by the Parties. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of the PROJECT that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon receipt of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility of the RECIPIENT for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 3.

2.7 Recipient's Funding Obligation to Complete the Work. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any SCOPE OF WORK performed at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the maximum PROGRAM provided for in this Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Four Hundred and Sixty-Nine Thousand Nine Hundred Fifty-Three Dollars ($469,953) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.

4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.

5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary

environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this AGREEMENT or any act or omission arising out of the activities governed by this AGREEMENT. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its 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 RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds.

7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2021, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2021.

8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual

identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.

10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.

11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.

12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all

unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the ability to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications, including invoices, between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified

staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective.

TO RCTC:	**TO RECIPIENT**:
Anne Mayer	Jimmy Chung
Executive Director	City Engineer
RCTC	City of Eastvale
4080 Lemon Street, 3rd Floor	12363 Limonite Avenue, Suite 910
Riverside, California 92501	Eastvale, California 91752
Phone: (951) 787-7141	(951) 703-4473
e-mail: amayer@rctc.org	e-mail: jchung@eastvale.gov

cc: JChan@RCTC.org

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT and any other person or entity hired to perform services on the SCOPE OF WORK are alerted to the requirements of California Labor Code Sections 1770 *et seq*., which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a "public work," as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq*. on the PROJECT.

17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. 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.

18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.

19. Governing Law and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.

20. Attorneys' Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.

21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.

23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.

24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.

25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.

26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AGREEMENT NO. 21-62-104-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC	**RECIPIENT**
	CITY OF EASTVALE
By:_____	By:_____
Name: Anne Mayer	Name: _____
Title: Executive Director	Title: _____
APPROVED AS TO FORM	**APPROVED AS TO FORM**
By: _____	By: _____
Name: Steven C. DeBaun	Name: _____
Title: General Counsel	Title: _____

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

Local Agency: *City of Eastvale*
Project Name: *Bicycle and Pedestrian Safety Enhancement on Citrus St, Sumner Ave and River Rd*

A. SCOPE OF WORK (500 Characters)

The proposed project will be a critical milestone in improving active transportation connectivity throughout the City of Eastvale by implementing priority active projects that connects residential, educational, commercial, and recreational zones together. This project will build on to the various active modes of infrastructure that is currently in planning and design stages. Most importantly, these improvements are based on the City's 2016 Bike Master Plan which garnered community engagement and public feedback.

Improvements will construct key east/west connections for bicycling which connects to Scholar Way, a critical juncture for students attending Eastvale Elementary, River Height Intermediate and Eleanor Roosevelt High School. The project will provide safety enhancements and promote active modes of travel by adding a total of 1.3 miles of new Class II Bike Lanes, and 2.7 miles of new buffered areas adjacent to existing and new bike lanes. To further increase safety and accessibility, curb ramps will be reconstructed for ADA compliance, installation of rectangular rapid flashing beacons and high visibility crosswalks. Project improvements include the following:

Citrus Street (Harrison Ave to Cobble Creek Dr - 0.2 mile):

- Add Class II Bike Lanes in both directions of travel

Citrus Street (Cobble Creek Dr to Scholar Way – 0.75 mile)

- Add Class II Bike Lanes in both directions of travel
- Add buffer area adjacent to Bike Lanes both directions of travel
- Reconstruct curbs ramps for accessibility

Sumner Avenue (Bellgrave Ave and Citrus Street – 1.9 mile):

- Add buffer area adjacent to Bike Lanes both directions of travel
- Reconstruct curbs ramps for accessibility
- Safety enhancements include Rectangular Rapid Flashing Beacon (RRFB), high visibility cross walks and LED stop sign

River Road (Hall Road to Archibald Avenue – 0.3 mile):

- Add Class II Bike Lane in both directions of travel

B. FUNDING

Double click on table below to complete project costs for PA/ED, PS&E, ROW, Construction and Local Match in the Excel spreadsheet. The gray cells contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits. Provide a letter on agency letterhead committing to the local match as Appendix A and Project's Engineers Estimate as Appendix B.

Project Phase	Cost
PA/ED	$ -
PS&E	$ 91,775
ROW	$ -
Construction	$ 764,791
Administration	$ 45,887
Total Project Cost	**$ 902,453**

		Split %
Local Match	**$ 469,953**	52%
SB 821 Request	**$ 432,500**	48%
		100%

C. SCHEDULE

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance as Appendix C.

	START	END*
PA/ED	9/1/2021	11/1/2021
PS&E	9/1/2021	2/1/2022
ROW	10/1/2021	11/1/2021
CON	5/1/2022	11/1/2022
CLOSE OUT	11/1/2022	1/1/2023

D. PROJECT BACKGROUND & PROJECT DESCRIPTION

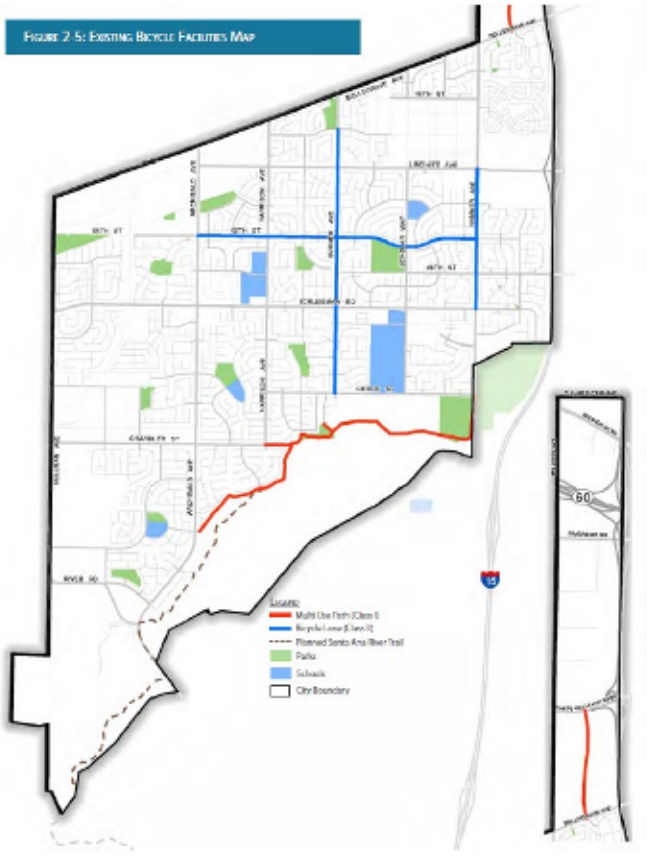
Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, provide photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, provide typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features.

Background and Existing Conditions

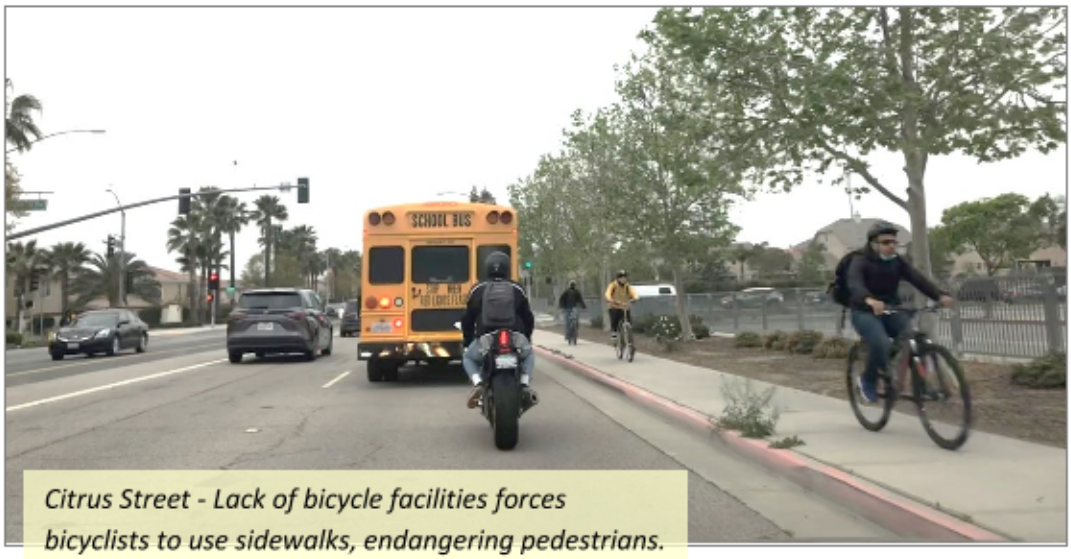
The City of Eastvale's adopted Bicycle Master Plan (BMP) in 2016 was developed to provide a citywide bicycle network and options of supportive programs that stems from agency and public participation with focus on needs and demand and a way for implementation. The goal of the BMP would provide guidance in achieving community health, safety, environmental and economic benefits as well as social equity. Since the adoption of the BMP, the City has worked towards implementation of active modes of transportation throughout the City.

Up to year 2016, the City had very few bicycle facilities throughout the City – see attached map from the BMP on *Existing Bicycle Facilities*. Since then, the City has added bike lanes along segments of Archibald Ave, Limonite Ave, Schleisman Road and Hamner Ave. In the last few years, the City has secured funding to continue to build on multi-modal transportation options, especially in bicycling and pedestrian facilities. Both Harrison Avenue and Scholar Way, key north-south corridors within the City, is currently underway to provide safe active travels for all ages and disabilities. Other corridors such as Schleisman Road and Orange Ave are also underway for bike and pedestrian improvements – see *Proposed Improvements* Exhibits after this section.



Sumner Avenue is a 4-lane major collector street that runs north-south through the City connecting to many residential communities. It is currently the central corridor having north-south connection with bike facilities in the City connecting to the city limits on the north and Citrus St on the south. Current conditions show Class II bike lanes along the entire segment with wide travel through lanes.

Citrus Street is a major 2 to 4-lane collector street that runs east-west through a good portion of southern part of the City. It is most heavily used by families/students traveling to the cluster of schools located along the Citrus and Scholar location. This segment is also adjacent to the Community Park and Santa Ana River and trails to the south. Bike facilities along this segment are non-existent. Sidewalk facilities are continuous along this segment, however, some curb ramps are not fully accessible.



Citrus Street - Lack of bicycle facilities forces bicyclists to use sidewalks, endangering pedestrians.

River Road is a local 2-lane minor collector type street that connects to Archibald Ave. Current conditions show no bicycle facilities along the segment.

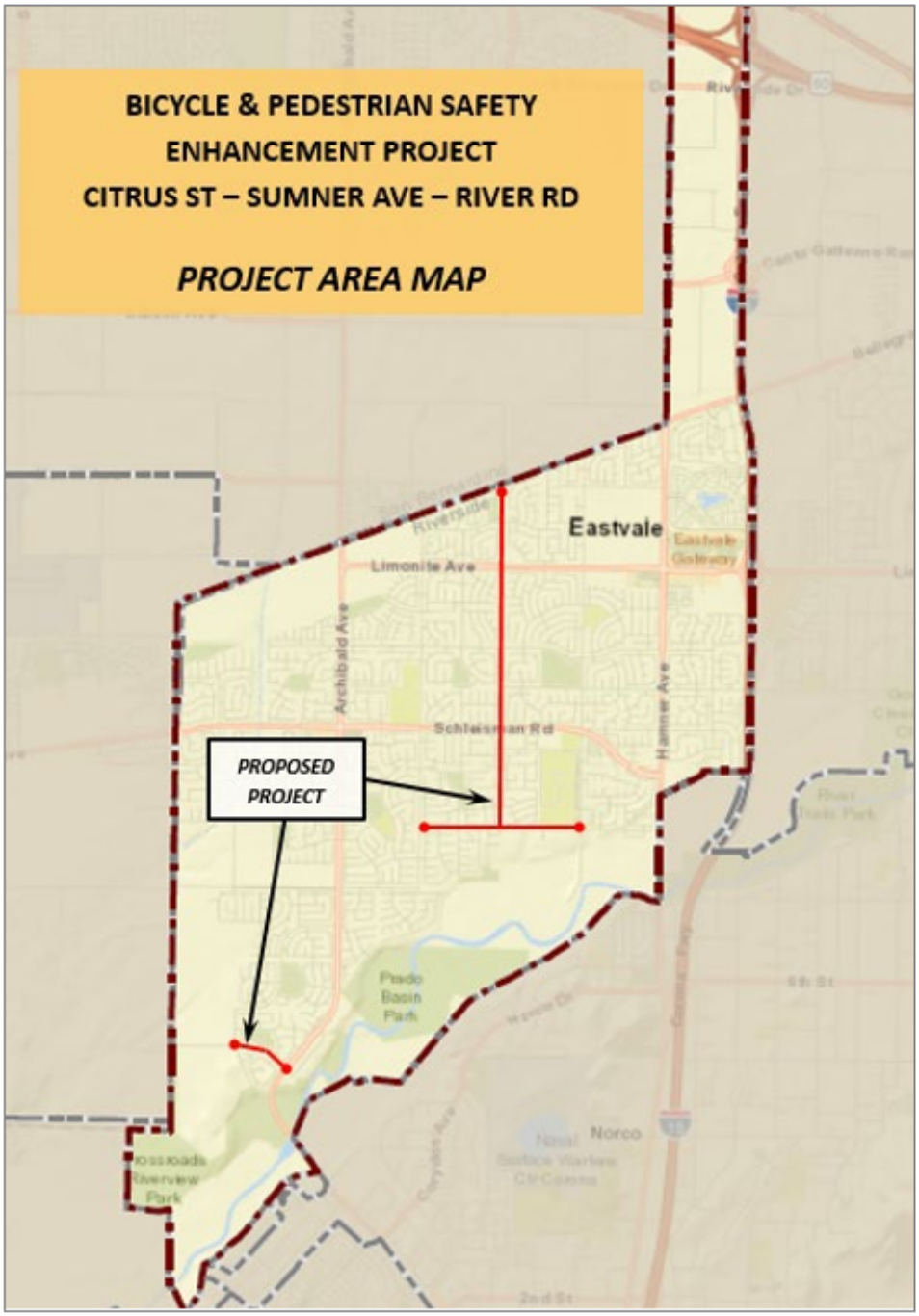
Need and Benefit

This project provides improvements along Citrus St, Sumner Ave and River Rd, an integral part of the City's BMP. The project goals are to build on existing and planned facilities, and furthering connectivity with safe and accessible bike and pedestrian facilities that supports the community's needs.

To improve on active transportation connectivity throughout the City and provide safe travel on key commuter routes, the project focuses on closing gaps in the network and enhancing existing facilities to ensure existing active users are safe. Improvements on corridors adjacent to school campus will provide immediate benefits for students walking and biking, complete the network throughout these

schools' enrollment boundaries and allow students and residents a direct connection to schools, retail, recreational areas, and many other destination areas via new bikeways and enhanced crossings.

Project Area:



Under the City's BMP, Tier 1 and Tier 2 bicycle projects were ranked based on: Gap Closure, Reported Collisions, Economic Efficiency, Required ROW, Proximity to Schools and Community Input – See below Tables. As previously noted, since 2016, the City has worked aggressively to construct and plan for bicycle facilities. Currently several projects are underway for bike and pedestrian improvements within the next 2 years as sown in the *Proposed Improvements Exhibit*. It should be noted that the City ***prioritizes projects where opportunities exist*** to improve active modes of transportation. As a result, some projects ranking lower, will be constructed first. This can be contributed to overall cost, conflicts with development projects or other planned projects which causes some improvements to be delayed.

Portions/All segments completed

Portions/All segments under planning/design

Proposed for this project

TABLE 4-1: TIER 1 BICYCLE PROJECTS

Rank	Length (Miles)	Facility Type	Street/Path Segment	From (N/W)	To (S/E)	Delta*
1	2.52	Protected Bike Lane (Class IV)	Hamner Ave	Bellegrave Ave	Amberhill Ave	12
				Amberhill Ave	58th St	22
				58th St	Mayfair Cir	42
				Mayfair Cir	Limonite Ave	-12
				Limonite Ave	Ohio River Dr	16
				Ohio River Dr	Citrus St	6
2	2.33	Bike Blvd	Cleveland Ave	Bellegrave Ave	Limonite Ave	N/A
		Bike Lane (Class II)	Scholar Way	Limonite Ave	Citrus St	15
3	2.14	Protected Bike Lane (Class IV)	Sumner Ave	Bellegrave Ave	Schleisman Rd	5
				Schleisman Rd	Orange St	-5
				Orange St	Citrus St	6
4	0.41	Bike Route (Class III)	Hall Ave	Walters St	Chandler St	N/A
5	3.93	Protected Bike Lane (Class IV)	Schleisman Rd	Hellman	Archibald	26
				Archibald	Harrison	11
				Harrison	Sumner	1
				Sumner	Scholar	0
				Scholar Way	Hamner	20
		Bike Blvd		Scholar Way	Wellsprings	N/A
6	3.78	Multi-Use Path (Class I)	Class I	Hellman Ave	Coyote Trail Ln	N/A
		Bike Blvd		Coyote Trail Ln	Archibald Ave	N/A
		Protected Bike Lane (Class IV)	65th St	Archibald	Hamner	-5
		Bike Blvd		Hamner Ave	Wellsprings	N/A
7	1.53	Protected Bike Lane (Class IV)	Chandler St	Hellman Ave	Just W of dev't	-1
				Just W of dev't	Archibald Ave	10
		Bike Lane (Class II)		Archibald Ave	Harrison Ave	-5
8	2.33	Bike Blvd	Harrison Ave	Remington Ave	Limonite Ave	N/A
		Multi-Use Path (Class I)		Limonite Ave	Chandler St	N/A

TABLE 4-2: TIER 2 BICYCLE PROJECTS

Rank	Length (Miles)	Facility Type	Street/Path Segment	From (N/W)	To (S/E)	Delta*
11	1.50	Protected Bike Lane (Class IV)	Citrus St	Harrison Ave	Sumner Ave	15
		Bike Lane (Class II)		Sumner Ave	Scholar Way	-5
				Scholar Way	Carrollton Pl	-6
		Protected Bike Lane (Class IV)		Carrollton Pl	Hamner Ave	5
12	1.14	Bike Blvd	Brayton Ave/ Oosten Farms Rd	Hellman Ave	Fieldmaster St	N/A
			Cherry Creek Cir	Fieldmaster St	Wind River Rd	N/A
			Wind River Rd	Cherry Creek Circle	Multi-Use Path	N/A
13	2.16	Bike Blvd	Cedar Creek Rd	Blossom Way	N Cedar Creek Park	N/A
		Multi-Use Path (Class I)	Class I	N Cedar Creek Park	S Cedar Creek Park	N/A
		Bike Blvd	Cedar Creek Rd	S Cedar Creek Park	N Providence Ranch Park	N/A
		Multi-Use Path (Class I)	Class I	N Providence Ranch Park	S Providence Ranch Park	N/A
		Bike Blvd	Cedar Creek Rd	S Providence Ranch Park	Class I	N/A
14	1.10	Bike Route (Class III)	Moonriver St	Caxton St	65th St	N/A
		Bike Blvd	Wellspring St	65th St	Riverboat Dr	N/A
		Bike Route (Class III)	Riverboat Dr	Wellspring St	Kern River Dr	N/A
			Kern River Dr	Riverboat Dr	Multi-Use Path	N/A
15	3.55	Protected Bike Lane (Class IV)	Archibald Ave/ River Rd	Remington Ave	Rolling Meadow St	-2
				Rolling Meadow St	65th St	14
				65th St	Whispering Hills Dr	19
				Whispering Hills Dr	Baron Dr/River Rd	19
16	1.27	Multi-Use Path (Class I)	Multi-Use Path	Selby Ave	Swan Creek Dr	N/A
		Bike Blvd	Fairchild Dr	Swank Creek Dr	Walnut Grove Ave	N/A
			Walnut Grove Ave	Fairchild Dr	Star Ruby Ave	N/A
			Star Ruby Ave	Walnut Grove Ave	Multi-Use Path	N/A
		Multi-Use Path (Class I)	Multi-Use Path	Star Ruby Ave	Cobble Creek Dr	N/A

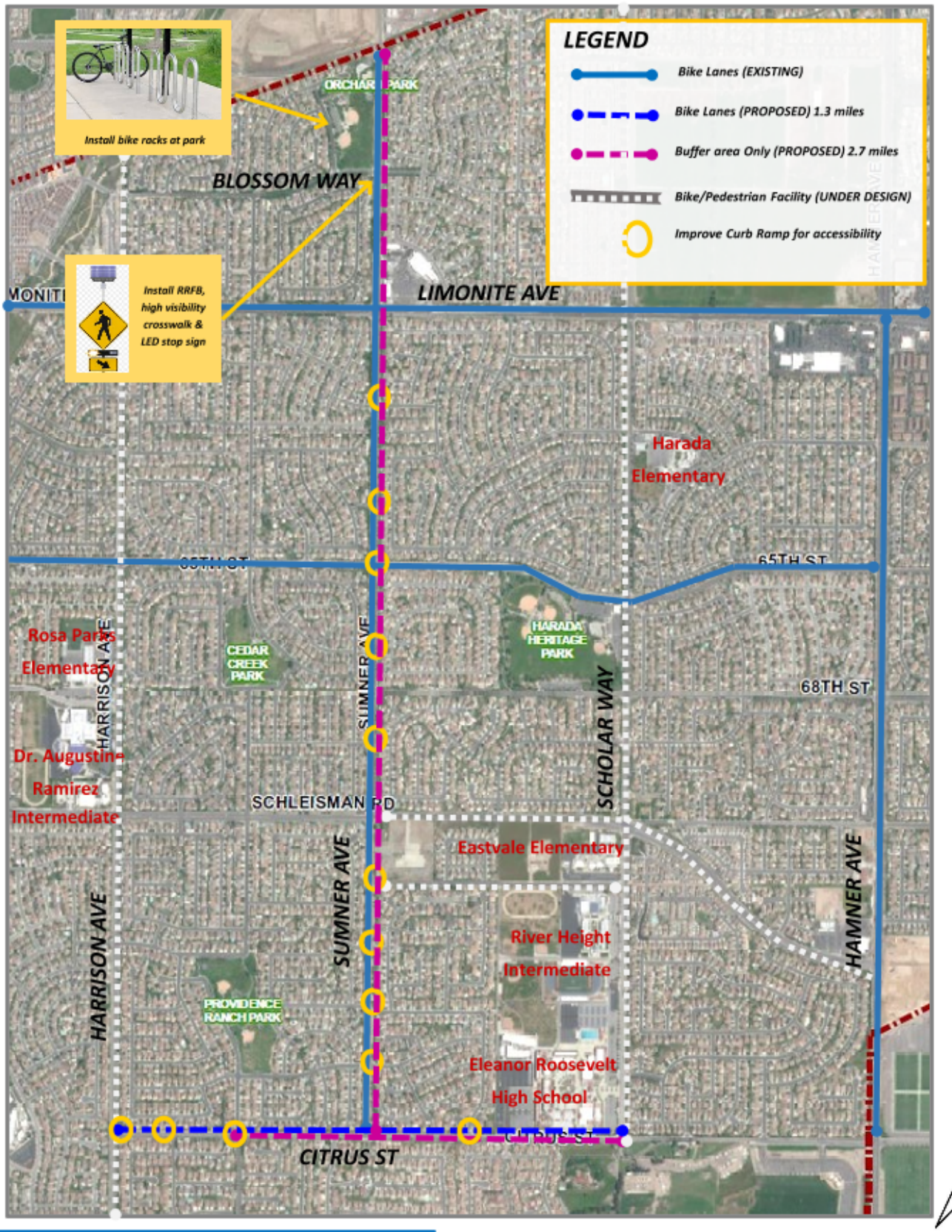
This project will install a key east-west connection along Citrus St with 1.0 miles of bike lane/buffer along the southern part of the City. The closest east-west connector with bike lanes is approximately 1.0 mile north (65th street), which is a long distance to travel if trying to get to destinations in the southern part of the City. The added bike lanes along Citrus St will complete the *currently planned bike improvements* along Scholar Way and Schleisman Road, providing a strong bicycle network for students attending the 3 schools (over 7,000 student enrolled) at the Citrus St and Scholar Way location. In addition to the new bike facility, existing curb ramps will be improved for accessibility.

This specific segment connects Medium and Medium-High density Residential zones to the biggest Education zone within the City. By creating new Class II bike facilities, short distance commute travelers can be encouraged to travel by active modes resulting in reduction of traffic congestion, and increase health, and safety benefits for young users.

Added buffered areas are proposed along the 1.9 mile Sumner Ave corridor from Bellgrave Ave to Citrus St by utilizing the existing public right of way. Safety enhancements will be installed on Sumner Ave and Blossom Way to include Rectangular Rapid Flashing Beacon (RRFB), high visibility crosswalks and LED stop signs. These improvements were recommended based on the City's recent Systemic Safety Analysis Report in October 2020, based on the intersection configuration and past collisions. Bike racks and associated bike parking areas will be provided to allow users to safely park their bicycles at Orchard Park. Curb ramps along the Sumner Ave corridor will also be improved for accessibility.

New Class II bike lanes will be added along River Road from Hall Ave to Archibald Ave. A total of 0.3 miles of bike facility on both sides of the corridor will be added utilizing existing public right of way. The proposed improvements will increase the active transportation network connectivity at the southernly city limits, providing alternative modes of travel for residents in this area.

Overall these proposed projects will build on existing active modes of transportation and increases connectivity for active users as it will compliment projects that are currently under design. Once completed, the City will have a safe, and more complete network that supports active users especially students attending their neighborhood schools.



CITY OF EASTVALE

2021 SB821 CALL FOR PROJECTS

PROPOSED IMPROVEMENTS

CITRUS ST – SUMNER AVE – RIVER RD

BICYCLE & PEDESTRIAN SAFETY ENHANCEMENT PROJECT



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CITY OF EASTVALE

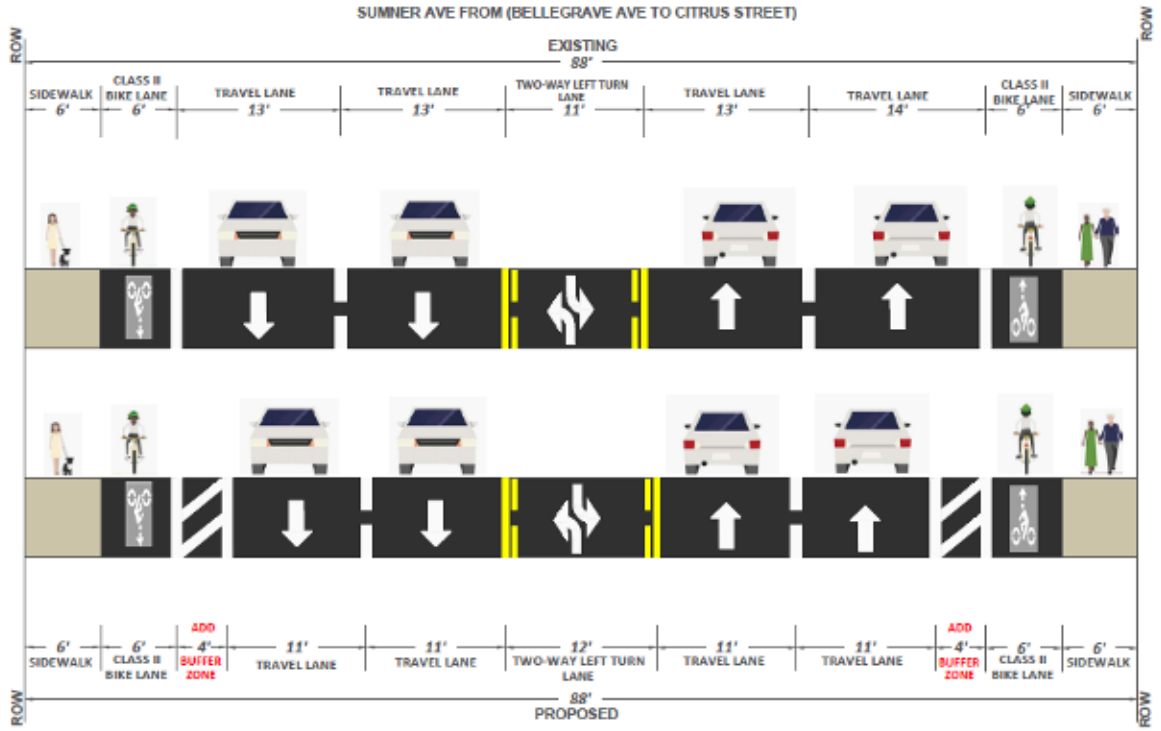
2021 SB821 CALL FOR PROJECTS

PROPOSED IMPROVEMENTS

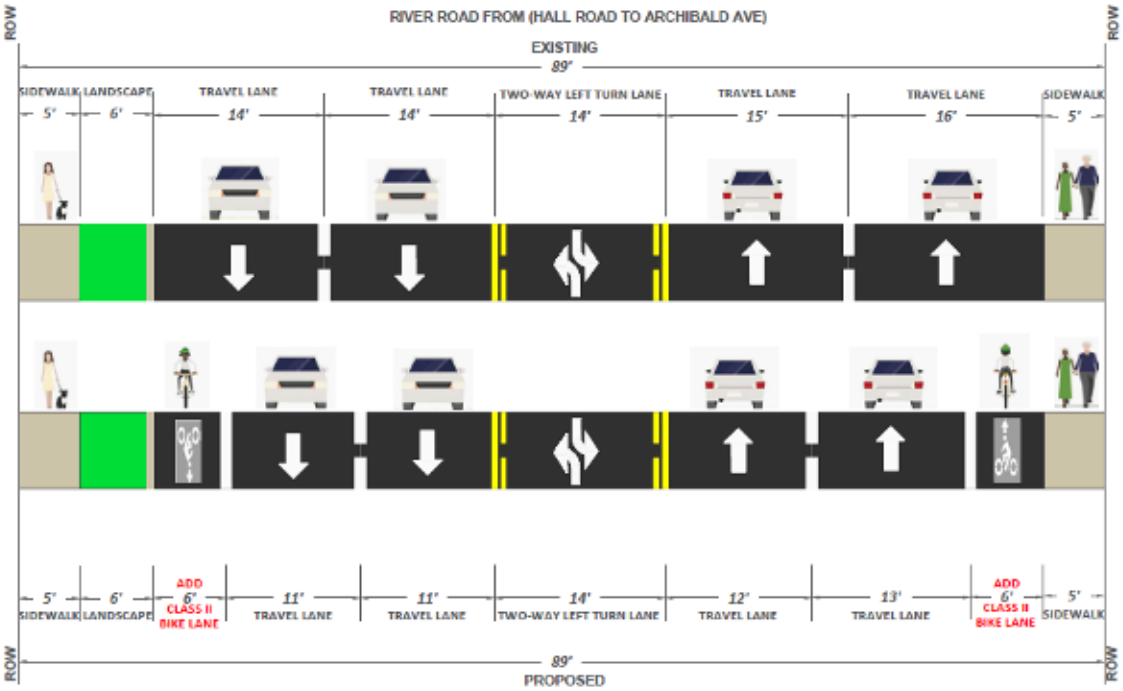
CITRUS ST – SUMNER AVE – ***RIVER RD***

BICYCLE & PEDESTRIAN SAFETY ENHANCEMENT PROJECT

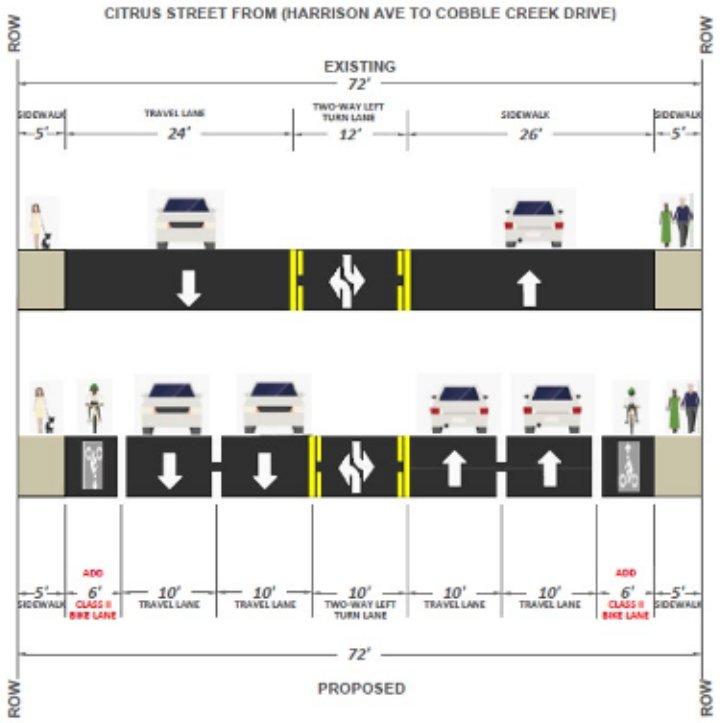
Cross Section on Sumner Avenue:

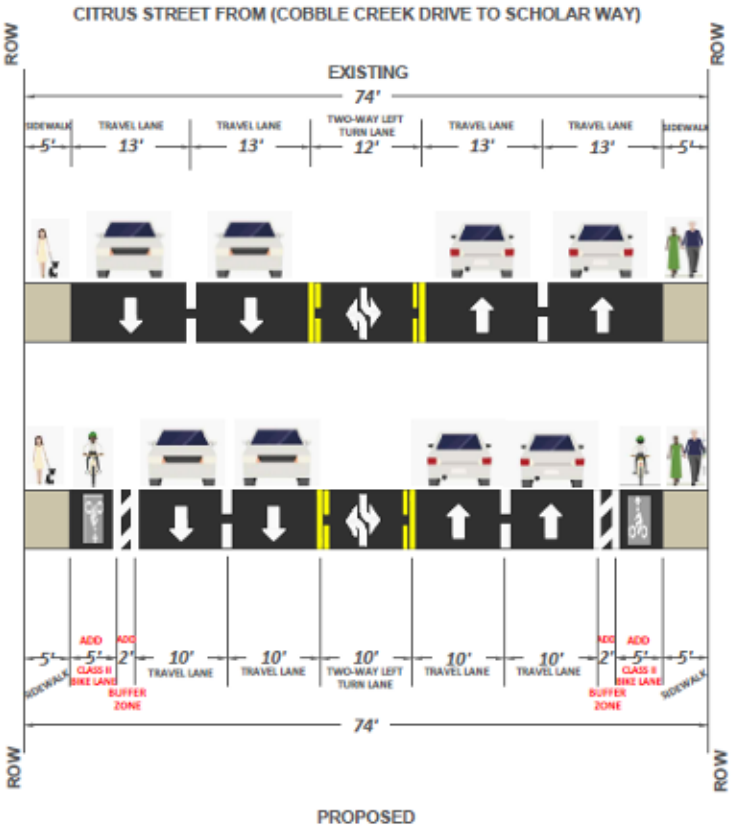


Cross Section on River Road:



Cross Section on Citrus Street:





E. DESTINATIONS SERVED (2 points for each destination served, max 14 points)

Briefly summarize and list all the destinations served by the proposed project. Provide a project vicinity map identifying all the destinations served by the proposed project within a ¾ mile or a 2-mile radius. Destinations are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, and recreational centers.

For pedestrian projects, the destinations need to be within ¾ mile radius to be eligible. For bicycle or multi-use trail projects, destinations need to be within a 2-mile radius. Each destination served will receive 3 points each.

On the map, provide a ¾ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

The project improvements will increase connectivity for active users with over 2.6 miles of new bicycle facilities in the City. Safety enhancement improvements at crossing will remove barriers and increase mobility for pedestrians.

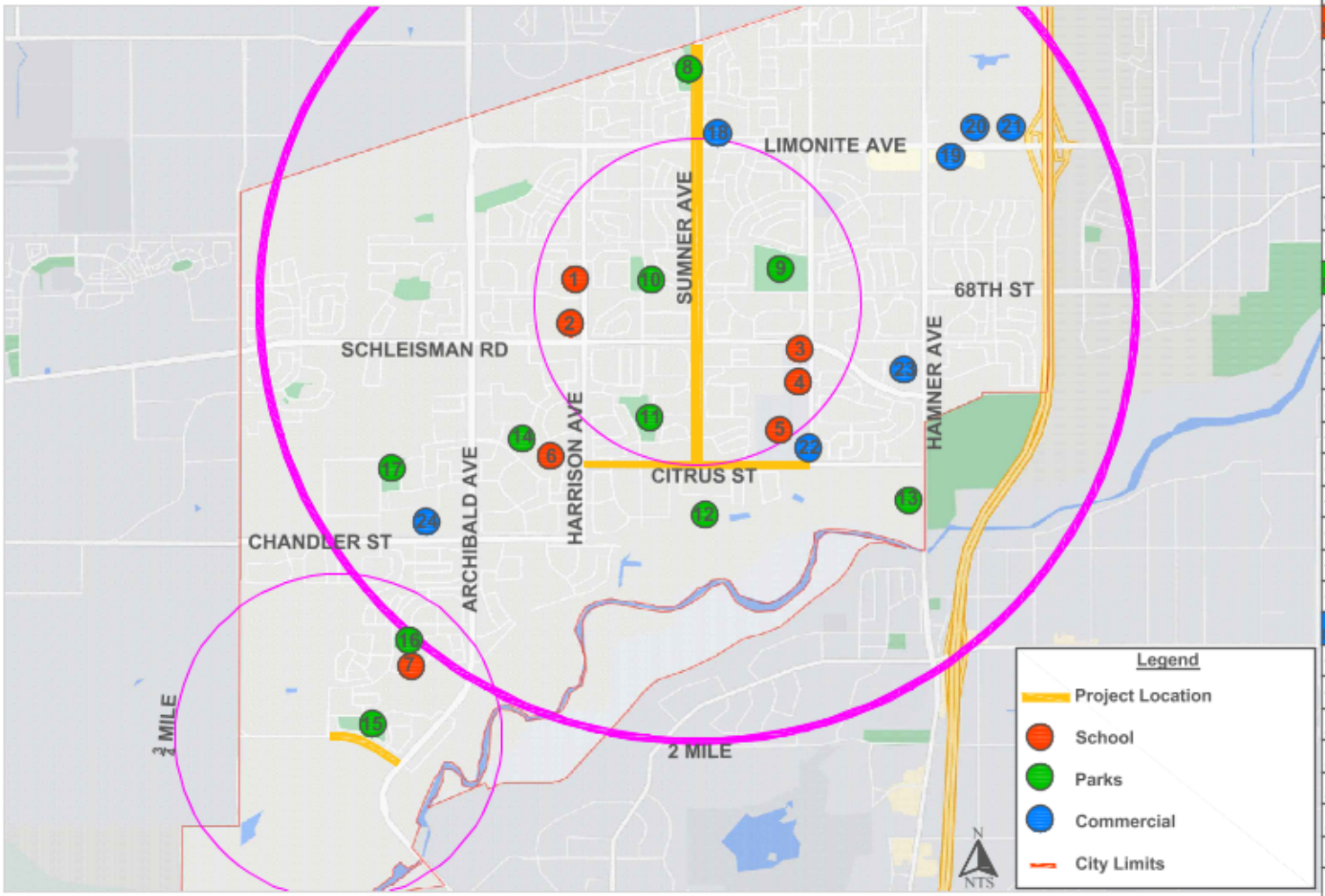
The project will benefit a **TOTAL of 24 destination areas**. The breakdown for pedestrian and bicycle destinations are listed below. Please refer to *Destinations Served by Project* Exhibits for more details.

Pedestrians Improvements (within ¾ mile radius) will benefit 12 destinations areas.

Bicycle Improvements (within 2-mile radius) will benefit 12 destinations areas.

The listed locations for Pedestrians and Bicycle destinations are shown in the attached table.

Destinations Served	Distance ¾ Mile	Distance 2 Mile
SCHOOLS:		
1. Rosa Parks Elementary	✓	
2. DR. Ramirez Intermediate	✓	
3. Eastvale Elementary	✓	
4. River Heights Intermediate	✓	
5. Eleanor Roosevelt High	✓	
6. Clara Barton Elementary		✓
7. Ronald Reagan Elementary	✓	
PARKS:		
8. Orchard Park		✓
9. Harada Heritage Park	✓	
10.Cedar Creek Park	✓	
11.Providence Park	✓	
12.Riverwalk Park		✓
13.Eastvale Community Park		✓
14.McCune Family Park		✓
15.Dairyland Park	✓	
16.Half Moon Park	✓	
17.Mountain View Park		✓
COMMERCIAL:		
18.Eastvale Market Place	✓	
19.Cloverdale Market Place		✓
20.Gateway Shopping Mall		✓
21.City Hall		✓
22.Eastvale Library		✓
23.Eastvale Fire Station #27		✓
24.Eastvale Fire Station 31		✓
Destinations Served	12	12
Total	24	



Destinations Served	Distance ¾ Mile	Distance 2 Mile
SCHOOLS:		
1. Rosa Parks Elementary	✓	
2. DR. Ramirez Intermediate	✓	
3. Eastvale Elementary	✓	
4. River Heights Intermediate	✓	
5. Eleanor Roosevelt High	✓	
6. Clara Barton Elementary		✓
7. Ronald Reagan Elementary	✓	
PARKS:		
8. Orchard Park		✓
9. Harada Heritage Park	✓	
10. Cedar Creek Park	✓	
11. Providence Park	✓	
12. Riverwalk Park		✓
13. Eastvale Community Park		✓
14. McCune Family Park		✓
15. Dairyland Park	✓	
16. Half Moon Park	✓	
17. Mountain View Park		✓
COMMERCIAL:		
18. Eastvale Market Place	✓	
19. Cloverdale Market Place		✓
20. Gateway Shopping Mall		✓
21. City Hall		✓
22. Eastvale Library		✓
23. Eastvale Fire Station #27		✓
24. Eastvale Fire Station 31		✓
Destinations Served	12	12
Total	24	

Destination Served by Project

BICYCLE & PEDESTRIAN SAFETY ENHANCEMENT PROJECT
CITRUS ST - SUMNER AVE - RIVER RD
SB821 Call for Projects

F. SAFETY (15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public. Additionally, explain any safety enhancement features included in the project scope, such as rectangular rapid flashing beacons, bicycle box (see https://safety.fhwa.dot.gov/provencountermeasures/). Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (https://tims.berkeley.edu/) or Crossroads.

Safety Concerns

Bicycling to neighborhood schools is very common in the City. However collision data shows that students or young riders are disproportionately likely to be involved in a collision especially near schools.

In the last ten years (2010 – 2020), there has been 12 bike and ped collisions along the Sumner Ave and Citrus segment, based on data from TIMS. Six of these collisions occur on Citrus Street, along routes for students attending school at the Citrus and Scholar Location. Of the 12 collisions, 11 involved victims of ages 17 years and younger. Fortunately, none of these collisions resulted in severe injuries or fatalities. However, they disproportionately impact youth, who make up 31% of the community, but 91% of these collisions.

Current conditions at two of the three project locations (Citrus St and River Rd) lack bicycle infrastructure. Bicyclist are forced to ride in close proximity to vehicles traveling at a posted speed limit of 45mph, increasing the risk of traffic collisions or use the existing sidewalks navigating with pedestrians. During peak school times, this becomes a safety concern for both active users and motorists as bicyclists must weave in and out of travel lanes or share heavily used sidewalk facilities, increasing potential for traffic collisions.

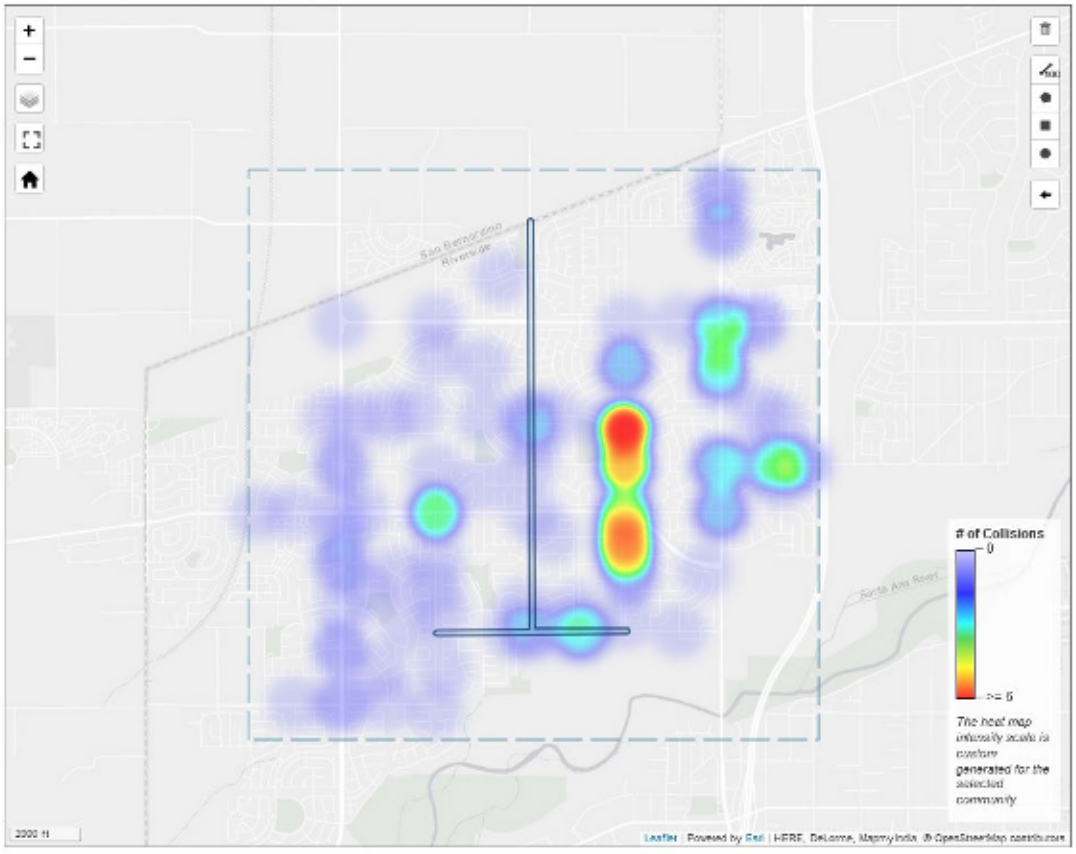
The City have received residential complaints of the dangers of high-speed vehicles along Citrus Street. Within the month of February 2021, two incidents of vehicle collisions were reported at the T-intersection of Harrison Ave and Citrus St (at the westbound project limits).

TIMS Data and Heat Map for Citrus and Sumner (no collisions reported for River Road), 2010 – 2020:

A total of 12 collisions reported for Bike and Pedestrians.

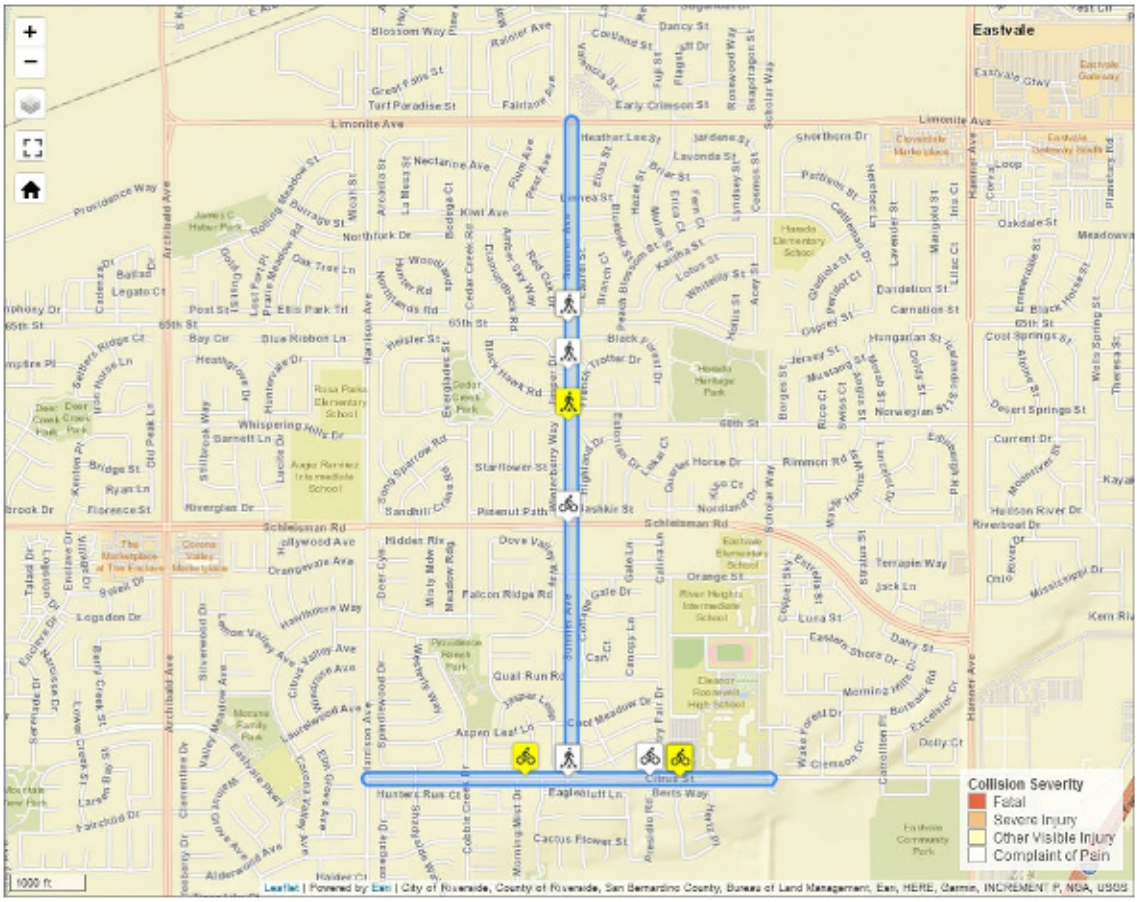
Collision List

CASE ID	Date	Time	Primary Rd	Secondary Rd	Dist & Dir from Int.	Bike	Ped	Killed	Injured
5583133	04/01/2012	18:47	Citrus St	Sumner Av	At Int	Yes	No	0	1
6011147	02/14/2013	15:11	Sumner Av	65th St	At Int	No	Yes	0	1
6552741	05/13/2014	07:14	Schleisman Rd	Sumner Av	5 ft East	Yes	No	0	1
8119686	08/25/2016	07:20	Citrus St	Country Fair Dr	3 ft North	Yes	No	0	1
8180251	10/14/2016	21:11	Sumner Av	65th St	At Int	No	Yes	0	1
8314393	01/31/2017	07:50	Citrus St	Granja Vista Del Rio	12 ft South	Yes	No	0	1
8751520	10/19/2018	16:05	Sumner Av	Citrus St	At Int	Yes	No	0	1
8802392	01/03/2019	19:08	Citrus St	Sumner Av	At Int	No	Yes	0	2
9022417	10/05/2019	07:38	Citrus St	Granja Vista Del Rio	15 ft North	No	Yes	0	1
9059825	01/23/2020	07:45	Citrus St	Granja Vista Del Rio	17 ft East	Yes	No	0	1
9123220	06/24/2020	21:13	Sumner Av	68th St	13 ft North	No	Yes	0	1
9148975	08/17/2020	05:58	Sumner Av	Coralbell Dr	At Int	No	Yes	0	1



Show Project Area Collision Map

TIMS Project-specific collision map:



Safety Enhancement Features

The 2016 Bicycle Master Plan states, "The top four collision streets – Hamner Avenue, Schleisman Avenue, Limonite Avenue and Scholar Way – are well traveled by all transportation modes and have relatively high posted speed limits: 50 mph, 50 mph, 45 mph and 35 mph, respectively. " Hamner and Scholar Way both provide north-south connection, and Limonite and Schleisman both provide east-west connection through the City. This project will provide bike facilities along Citrus Street, an east-west connector that allows active users an alternate route of travel. Added buffer lanes along Sumner Ave increases safety enhancement along this corridor, which also provides an alternate north-south connection for active users.

Project improvements will increase connection and mobility to the City's transportation network that will enable active users to efficiently reach designated places such as schools, retail, business areas, transit, Churches and recreational areas. Specific safety enhancement features will address the following:

- ✓ Dedicated paths allows bicyclists to stay within their routes and minimizes sharing the road adjacent to vehicles which increases potential for vehicle traffic conflicts or using sidewalks where pedestrian conflicts can occur.

- ✓ Added 2' to 3' wide buffer areas along bike lanes increases the distance between bicyclists and motorists resulting in a significant improvement to minimize risk for collisions.

- ✓ Improvements will narrow the travel lane widths to accommodate room for bike lanes and buffered areas, which can potentially reduce vehicle speeding.

- ✓ Designated striped lanes and signage increases visibility for bicyclist and motorists which translates into a safer environment, increase awareness and lower vehicle speeds among motorists.

- ✓ Accessible curb ramps will remove barriers and increase mobility allowing safe travel to destinations areas such as transit bus stops, school, recreational areas, retail or connect to neighboring communities.

- ✓ Intersection safety enhancement such as rectangular rapid flashing beacons, high visibility crosswalk, and LED Stop Sign will increase visibility of pedestrians crossing at Blossom Way and Sumner Ave intersection.

Photos of Existing Conditions



Citrus Street near Scholar Way: Lack of bicycle facilities forces bicyclist to either travel on the road without dedicated bike lanes or use sidewalks where they must navigate travels with





Sumner Ave and Blossom Way Intersection adjacent to Orchard Park: Added RRFB, high visibility crossing and LED stop signs will provide higher visibility of pedestrians crossing the 4-lane of travel on Sumner Ave.



River Road: Lack of bicycle facilities along corridor, there is ample width to accommodate bike facilities.

G. MULTIMODAL ACCESS (1 point each, max 6 points)

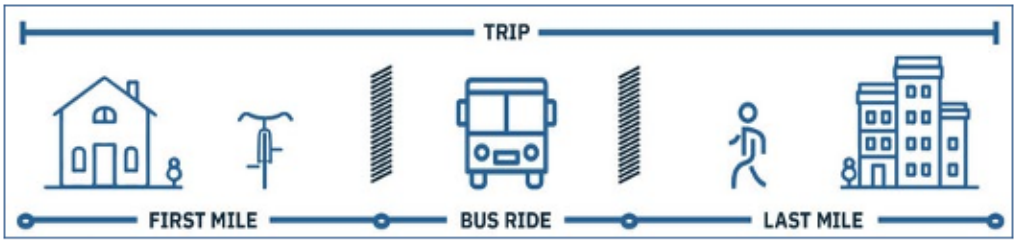
In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a ¾ mile or a 2-mile radius.

For pedestrian projects, these amenities need to be within ¾ mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 2-mile radius. Each amenity will receive 1 point.

On the map, provide a ¾ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

Discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

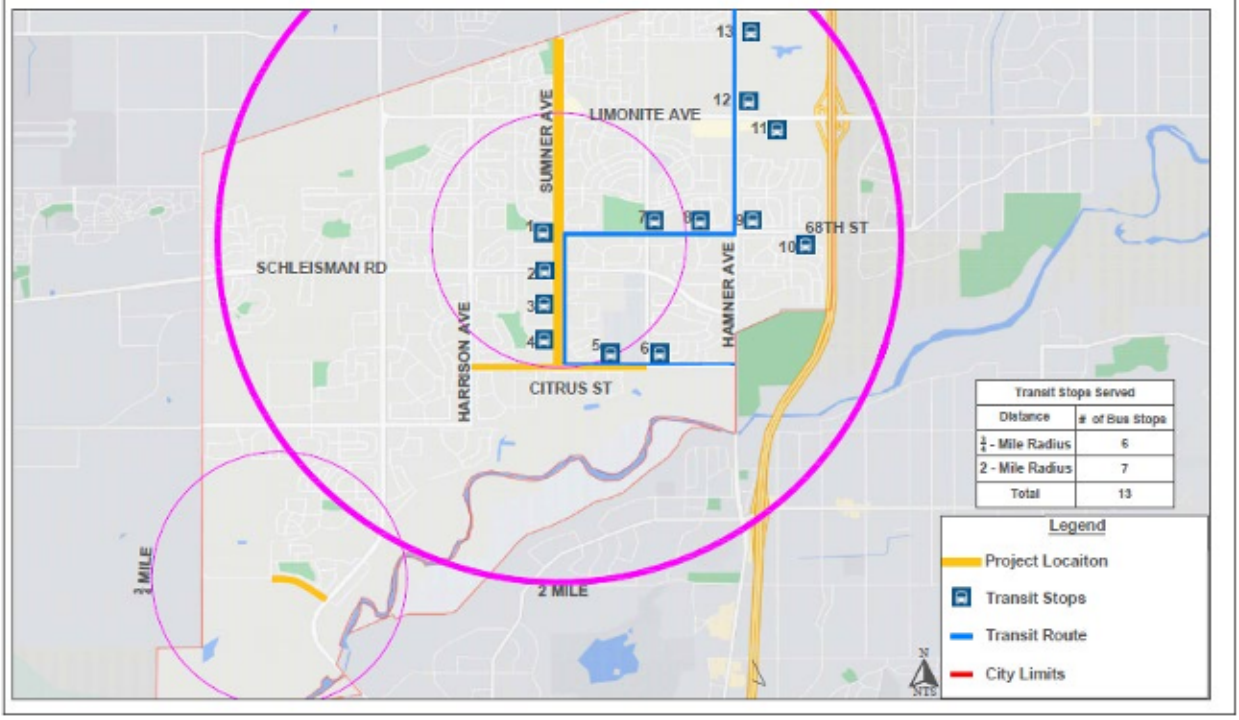
This project encourages multi modal transportation as the project limits fall within Eastvale's transit system. With first and last-mile connection, transit users can complete their destination via biking or walking. This project provides opportunities for active users to explore their options and be able to safely access their transit stops, via biking or walking, take transit, and complete their destination last-mile trip by biking or walking.



Eight bus stops are along the Sumner Ave corridor and three bus stops are within the Citrus St project limits when considering a 2-mile radius. A list of bus stops served by the project is reflected in the Multimodal Access Map below.

Based on these proposed improvements and planned improvements secured under previous grants for bicycle and pedestrian infrastructure, active users have multiple modes of travel to gain access to their destinations within the city as well as regional connection. This can be seen in the *Proposed Improvements Exhibit* which reflects miles of added connectivity and gaps filled within the City's transportation network to be constructed in the next two years.

Multimodal Access Map:



H. MATCHING FUNDS (10 points)

Points will be calculated based on the Funding Table above.

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. POPULATION EQUITY (5 Points)

Points will be assigned based on population equity table provided in FY20/21 SB 821 Call for Projects Guidelines.

J. CERTIFICATION

I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies. If awarded, agency is committed to executing the Memorandum of Understanding with the Riverside County Transportation Commission by October 1, 2021.

Signature _____ Title City Engineer

Date 04.29.2021

Appendix A: Commitment to Local Match

Appendix B: Engineers Estimate

Appendix C: If applicable, copies of completed environmental document, title sheet, or right-of-way clearance.

CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

April 29, 2021

Riverside County Transportation Commission
Attn: Jenny Chan
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Subject: City of Eastvale - SB 821 2021 Grant Application
Bicycle and Pedestrian Safety Enhancement on Citrus St, Sumner Ave & River Rd

Dear Riverside County Transportation Commission:

This letter will provide support and funding commitment for the City funding match for the Bicycle and Pedestrian Safety Enhancement on Citrus St, Sumner Ave and River Rd. This is an important project for the City as it will increase connectivity and close gaps in the bicycle transportation network. The project will improve enhance safety and provide alternate modes of transportation for students and residents in the community.

The City is committed to completing the project by providing the required resources and funding to meet the grant schedule requirements. The project proposed funding is as follows:

Total Project Cost =	***$ 902,453***
Total Project Cost =	$ 432,500
City Local Match* =	$ 469,953

*City Local match funds will be provided through Measure A and Gas tax funds.

The City is looking forward to completing the project and appreciates the opportunity to apply for funding under the SB 821 Call for projects. Should you have any questions please feel free to contact me at (951) 903-6188 and jchung@eastvaleca.gov.

Sincerely,

Jimmy Chung
City Engineer

Project Cost Estimate

SB 821 - 2021 Call for Projects

Eastvale -Bicycle and Pedestrian Safety Enhancement on Citrus St, Sumner Ave and River Rd

Construction Cost Estimate

Item No.	Description	Units	Total Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	$ 50,000	$ 50,000
2	Water Pollution Control Plan (WPCP)	LS	1	$ 15,000	$ 15,000
3	Traffic Control	LS	1	$ 45,000	$ 45,000
4	Remove and Replace Curb Ramp (including curb and gutter and 2' AC slot patch)	EA	26	$ 10,000	$ 260,000
5	Detail 12 (4") Thermoplastic	LF	126518	$ 0.85	$ 107,541
6	Detail 39 (Bike Lane) Thermoplastic	LF	14040	$ 1	$ 14,040
7	Longitudinal crosshatching	LF	28053	$ 3	$ 77,145
8	Bike lane symbol w/arrow (thermoplastic)	EA	38	$ 200	$ 7,600
9	Furnish and install bicycle lane sign and post	EA	10	$ 600	$ 6,000
10	Furnish and Install RRFB	EA	4	$ 10,000	$ 40,000
11	Install High Visibility Crosswalk	EA	2	$ 2,500	$ 5,000
12	Install LED Stop Signs	EA	2	$ 1,000	$ 2,000
13	Bike racks with (10'x7') concrete pad	EA	2	$ 4,000	$ 8,000
				Constrcution Subtotal	**$ 637,326**
				Contingency (20%)	**$ 127,465**
				Grand Total	**$ 764,791**

Total Project Cost

Project Phase	% of Const	Total Cost
PA/ED	0%	$ -
Design/PS&E	12%	$ 91,774.92
Right-of-Way	0%	$ -
Construction	N/A	$ 764,791
Administration	6%	$ 45,887.46
Total Project Cost		**$ 902,453**

SB821 Request:	$ 432,500.00	48%
Local Match:	$ 469,953.39	52%
	$ 902,453.39	

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for

award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.

3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.
5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.

13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
16. Awarded agencies can commence reimbursable project activities on July 1 of the Call for Project fiscal year cycle. E.g.: for FY 21/22 Call for Projects, reimbursable work starts on July 1, 2021.
17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 21/22 Call for Projects, MOUs must be executed by October 1, 2021.

ATTACHMENT 3

TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES
NON-TRANSIT CLAIM FORM

CLAIMANT: _____ COUNTY: Riverside

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

I verify that the information on this Claim Form is true and accurate to the best of my knowledge.

Signed: _____ Date: _____

PROJECT NAME: _____

PROJECT AWARDED IN FY: _____

START DATE (Mo/Yr): _____

COMPLETED DATE (Mo/Yr): _____

TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:

Total Project Cost	$_____	(100 %)
Local Match Spent:	$_____	(%)
SB 821 Funds Spent:	$_____	(%)

Breakdown of Project Cost (must add up to "Total Project Cost" above):

Administration	$_____
PA/ED	$_____
PS&E	$_____
Right-of-Way	$_____
Construction	$_____
Other (specify): _____	$_____
Other (specify): _____	$_____

Supporting Document Checklist:

- o Notice of Completion
- o Before and After pictures of project site
- o Paid Invoices

ASSURANCE OF MAINTENANCE

SB 821 SIDEWALK/BIKEWAY FACILITIES

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS ALLOCATED $_____ TO THE CITY/COUNTY OF _____ FOR THE IMPROVEMENT OF THE _____ SIDEWALK/BIKEWAY PROJECT; AND,

WHEREAS, THIS INVESTMENT OF PUBLIC FUNDS CAN BE FULLY REALIZED IF THIS FACILITY IS MAINTAINED TO ADEQUATE OPERATING STANDARDS FOR USE BY COMMUTER AND RECREATIONAL PEDESTRIANS/BICYCLISTS;

THEREFORE, THE CITY/COUNTY OF _____ ASSURES THAT THIS FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS.

SIGNED:_____

TITLE:_____

DATE:_____

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ITS 2021-2022 FISCAL BUDGET FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM.

WHEREAS, the budget for fiscal year 2021-2022 of the City of Eastvale has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Manager; and

WHEREAS, the City Administrator may transfer appropriations, between accounts, departments, programs, and funds, as long as those appropriations do not exceed the grand total budget approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. AUTHORIZE AN APPROPRIATION IN THE MISCELLANEOUS GRANTS FUND, REVENUE ACOUNT NO. 240-000-4570-93018 IN THE AMOUNT OF $432,500 AND EXPENDITURE ACOUNT NO. 240-510-6660-93018 IN THE AMOUNT OF $432,500 FOR ACCEPTANCE OF THE SB821 GRANT, BICYCLE AND PEDESTRIAN FACILITIES PROGRAM FOR THE ANNUAL OVERLAY CAPITAL IMROVEMENT PROJECT.

PASSED, APPROVED AND ADOPTED this 28 day of July, 2021.

_____
Jocelyn Yow
Mayor

APPROVED AS TO FORM:

_____
Erica Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
City Clerk

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

I, Marc A. Donohue, City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 21-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 28th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.10
July 28, 2021

Award Professional Service Contract to Kimley-Horn for Local Roadway Safety Plan (LRSP) Project

Prepared By:
Jimmy Chung, City Engineer

Recommended Action(s)
Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Kimley-Horn in the amount of $55,801.10 plus a 10 percent contingency for a total dollar amount of $61,381 for Local Roadway Safety Plan (LRSP) Project; and
2. Authorize the City Manager to execute all necessary documents.

Summary
The City applied for and was awarded State funding for a Local Roadway Safety Plan (LRSP) under the Highway Safety Improvement Program (HSIP). The purpose of the plan is to address unique transportation and roadway element requirements. The plan also provides a framework to systematically identify and analyze safety problems and recommend safety improvements. The LRSP is intended to serve as a living document, which can be updated to reflect changing needs and priorities in the City while aligning itself with State and federal programs. The LRSP will builds upon the existing analysis and recommendation from Systemic Safety Analysis Report (SSAR) that was completed in October 2020. The City used the existing SSAR to apply for and receive HSIP grant monies for several projects outlined in the report. SSAR format is outdated and future reports will have to be submitted for HSIP grant in the LRSP format.

Background

The City solicited proposals from professional consulting firms to provide services to develop a LRSP in accordance with the policies and guidelines from Caltrans. A request for Proposals (RFP) was advertised on the City's website and PlanetBids. The City received four (4) formal responses to the Request for Proposals. City staffs reviewed the proposals evaluated them based on the demonstration of technical competency, project approach, understanding of project scope, and relevant project experiences.

In the evaluation process, Kimley-Horn was determined to be the best firm available for this project. Kimley-Horn has successfully performed similar projects in various cities, including the cities of Anaheim, Perris, Palm Desert, and Rancho Cordova.

The LRSP will be used as a roadmap to identify and prioritize potential safety improvements to the City's transportation infrastructure.

Kimley-Horn's scope of work will include the following tasks:

- Task 1: Project Management
  - Kimley-Horn will conduct necessary meetings and coordination for a successful
  - Deliverables include: meeting agendas and minutes, project contact list and project communication
- Task 2: Background and Data Collection
  - Kimley-Horn will conduct a literature review and collect data available to provide the requested analysis.
  - Deliverables: Technical Memorandum, Question list for City Staff, List of Intersections and Segments with Statistically Analyzable Collision Activity, City-wide Safety Trends, and Stakeholder Meeting Agenda and Notes.
- Task 3: Countermeasures Development
  - Kimley-Horn will identify up to five emphasis areas and develop project sheets for up to five case study locations.
  - Deliverables: Technical memorandum – Emphasis Areas, Project Sheets, Safety Countermeasure Toolbox including Emphasis Areas.
- Task 4: Implementation Program
  - Kimley-Horn will develop an action plan and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the local road safety plan.
  - Deliverable: Technical Memorandum – Project Prioritization and Funding Plan/LRSP Program Implementation Guide.
- Task 5: Local Roadway Safety Plan
  - Kimley-Horn will provide a report that the City can use to pursue additional project funding.
  - Deliverables: draft and final Local Roadway Safety Plan

Environmental

Approval of the agreement is categorically exempt from California Environment Quality Act (CEQA) review under the CEQA Guidelines Section 15303.

Strategic Plan Action - Priority Level: 2 | Target #: 5 | Goal #: 7

Enhance mobility and connectivity

Fiscal Impact

The FY 2021/2022 Budget includes $50,850 in LRSP funds account number 240-510-6660 and $13,150 in Gas Tax account number 200-510-6660 for Capital Improvement Project number 92015. Sufficient funds have been budgeted to award the recommended contract.

Prior City Council/Commission Action

There is no prior City Council or Commission action on this item.

Attachment(s)

Attachment 1 - PSA-KH-LRSP_FINAL_FINAL.pdf

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF EASTVALE, CALIFONRIA
AND
KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2021 by and between the City of Eastvale, a municipal corporation ("City") and Kimley-Horn and Associates, Inc. ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three years commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless

such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed sixty one thousand three hundred eighty one ($ 61,381), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.

(b) Each month Contractor 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, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit “B” include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor 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 Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor’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 Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the 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 Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents. Any modifications made by City to any of the CONSULTANT's documents, or any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the CONSULTANT will be at the CITY's sole risk and without liability to the CONSULTANT .

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the 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 Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including 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 Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3)

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. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(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 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 Contractor'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 Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Contractor 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. Contractor 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 Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor 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 Contractor's performance of the Services. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) which to the extent arise out of, are a consequence of, or are in any way attributable to any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and

expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth 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 naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, 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 herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. 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 termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and

continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the

public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. 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 Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City: City of Eastvale
Attn: City Manager
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: Kimley-Horn and Associates, Inc.
Attn: Darryl DePencier
3880 Lemon Street, Suite 420
Riverside, CA 92501

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

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that

commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City’s City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City’s rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. 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 by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. 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, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. 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 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is 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 Contractor 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.

SECTION 33. 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).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF EASTVALE

_____
Bryan Jones
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

_____

By: _____
Name: _____
Its: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY. CORPORATIONS AND LLCS MUST SUBMIT DOCUMENTATION SHOWING THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS THE AUTHORITY TO EXECUTE THIS CONTRACT.

EXHIBIT "A"
SCOPE OF SERVICES

VI. PROJECT WORK PLAN AND SCHEDULE

Work Plan

The following work plan covers the necessary components to successfully implement a Local Road Safety Plan. Having recently completed the Systemic Safety Analysis Report for the City, Kimley-Horn can make use of past work and findings to significantly streamline many of these processes.

Task 1: Project Management

Task 1.1: Kick Off Meeting

Kimley-Horn will prepare an agenda and conduct a project kick off meeting to review and refine the project methodology and schedule and to establish a stakeholder group. The meeting will be held in person at City offices if pandemic conditions allow, or virtually should City staff be unavailable for in-person meetings.

Task 1.2: Project Meetings

For the duration of the study, Kimley-Horn will conduct a standing bi-weekly team check in call to discuss project progress and to make decisions that are required to keep the project moving forward. Project stakeholders may be included in key progress meetings where needed to assist with project direction.

Task 1.3: Community Meetings

Kimley-Horn will develop material and present at up to two community meetings that may be open to the general public, or focused on specific stakeholders.

Task 1.4: Council Meeting

Kimley-Horn will present project findings at one City Council meeting to seek plan approval from the council.

Task 2: Background and Data Collection

Task 2.1: Literature Review

Kimley-Horn will conduct a literature review of existing plans published by the City, including the General Plan. Documents produced by the Riverside County Transportation Commission (RCTC), the Southern California Association of Governments (SCAG), and Caltrans will also be reviewed to identify projects, policies and programs that are in place or recommended that might be of value to this analysis. Our team is already familiar with Caltrans procedures and guidance on the development of SSAR and LRSP plans and will provide a summary as part of this task.

Deliverables:

- *Technical Memorandum – Existing Plans and Programs*

Task 2.2: Best Practices Review

Kimley-Horn will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance, and will conduct an interview with City staff to finalize the responses.

Deliverables:

- *Question list for City staff*
- *Summary of Opportunities for Best Practices*

Task 2.3: Crash Data Analysis

The project team will collect the previous 5-years of crash data from the City's Crossroads System or another source preferred by the City. At the City's discretion, the team may recommend using 2015 through 2019 crash data given that 2020 was a very atypical year. Regardless of the official study period, the team will review serious injury and fatal collisions that are available. Kimley-Horn's approach to safety analysis includes statistical network screening using Highway Safety Manual Methods. These methods are selected to identify locations with higher than expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These

methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. City-wide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

- Fatal Collisions
- Fatal + Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (run off road, fixed object, parked vehicle, other)
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/ Aggressive Driving

The resulting list would include both the number of collisions for each factor, and the probability that any excess is not random.

Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to ten locations for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors and mitigations identified.

A meeting will be held with the stakeholder group to review findings and identify potential emphasis areas.

Deliverables:

- *Technical Memorandum – City-wide Safety Background and Trends*
- *List of Intersections and Segments with Statistically Analyzable Collision Activity*
- *City-wide Safety Trends*
- *Stakeholder Meeting Agenda and Notes*

Task 3: Countermeasure Development

Task 3.1: Establish Emphasis Areas

Upon completion of Task 3, Kimley-Horn will work with the City staff and the stakeholder group to identify up to five emphasis areas that represent a large proportion of crashes in the city. Crashes associated with those emphasis areas will be mapped and the factors associated with them will be documented. The project team will develop a list of focused systemic countermeasures for each one. The team will prepare a technical memorandum describing the emphasis areas.

Deliverables:

- *Technical Memorandum: Emphasis Areas*

Task 3.2: Case Studies

Kimley-Horn will develop project sheets for up to five case study locations. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit / cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions.

Deliverables:

- *Up to Five (5) Project Sheets Including List of Potential Projects*
- *Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements*

Task 3.3: Systemic Countermeasure Toolbox

The team will examine the selected emphasis areas and Case Study results to prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network.

Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, policy updates, coordination activities and other items that will contribute to the overall tapestry of roadway safety in the City.

The team will identify candidate projects for Cycle 11 HSIP Program.

Deliverables:

- *Safety Countermeasure Toolbox for the City including Emphasis Areas*

Task 3.4: Best Practices Opportunities

The results of Task 2.2 will be summarized and developed into a series of opportunities that the City may explore and implement to improve safety outcomes at the programmatic level. The best practices opportunities will be framed as a menu of items the City can choose from rather than mandated plan components, maintaining City discretion to use available resources as it deems most effective.

- Best Practices Status and Opportunities Checklist

Task 4: Implementation Program

Counter measures will be analyzed on their potential to reduce crash activity. Projects with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

The Kimley-Horn team will work with the City to develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the local road safety plan.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network screening results to determine the effectiveness of countermeasures that have been implemented and to establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

Deliverables:

- *Technical Memorandum: Project Prioritization and Funding Plan / LRSP Program Implementation Guide*

Task 5: Local Roadway Safety Plan

Kimley-Horn's approach addresses the various E's of safety and will result in a report that satisfies the LRSP structure, making the City competitive for future state and federal safety funding.

The report will include the previous deliverables into a single seamless document that the City can use to pursue additional project funding. The analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, and seeks funding in future cycles after this report has reached its lifespan of up to five-years per LRSP guidelines.

A draft report will be submitted to the City for review and comment. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document.

Deliverables:

- *Draft Local Road Safety Plan*
- *Stamped Final Local Ro0ad Safety Plan*

Project Schedule

		WEEK																				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
TASK 1	**PROJECT MANAGEMENT**																						
1.1	Kick-off Meeting																						
1.2	Project Meetings																						
1.3	Community Meetings																						
1.4	Council Meeting																						
1.5	Project Administration																						
TASK 2	**BACKGROUND AND DATA COLLECTION**																						
2.1	Literature Review																						
2.2	Best Practices Review																						
2.3	Crash Data Review																						
TASK 3	**COUNTERMEASURE DEVELOPMENT**																						
3.1	Establish Emphasis Areas																						
3.2	Case Studies																						
3.3	Systemic Countermeasure Toolbox																						
3.4	Best Practices Opportunities																						
TASK 4	**IMPLEMENTATION PROGRAM**																						
4.1	Implementation Plan																						
TASK 5	**LOCAL ROAD SAFETY PLAN (LRSP)**																						
5.1	Draft LRSP																						
5.2	Final LRSP																						



EXHIBIT "B"
COMPENSATION

CITY OF EASTVALE
Local Roadway Safety Plan (LRSP)

195.25%	Overhead%	Name	Kimley-Horn and Associates, Inc.							
			Darryl dePencier	Jean Fares	Sr. Professional	Professional	Analyst	Project Support		
194.64%	Overhead% w/o FCCM	Category/Title	Project Manager	Principal-in-Charge						
10%	Fee%	Direct Rate	$59.85	$97.97	$75.76	$57.84	$39.67	$36.99	Total Hours	Total Cost
		Billing Rate	$194.34	$318.12	$246.00	$187.81	$128.81	$120.11		
Task 1	**Project Management**		**33**		**8**	**11**	**34**	**6**	**92**	**$ 15,547.60**
1.1	Kick-off Meeting		3			3	6		12	$ 1,919.35
1.2	Project Meetings		12		4	4	4		24	$ 4,582.62
1.3	Community Meetings		8		4	4	16		32	$ 5,351.03
1.4	Council Meeting		4				8		12	$ 1,807.88
1.5	Project Administration		6					6	12	$ 1,886.72
Task 2	**Background and Data Collection**		**8**	**1**		**14**	**24**		**47**	**$ 7,593.79**
2.1	Literature Review		4			4	8		16	$ 2,559.14
2.2	Best Practices Review		2			2	4		8	$ 1,279.57
2.3	Crash Data Review		2	1		8	12		23	$ 3,755.09
Task 3	**Countermeasure Development**		**10**	**3**	**12**	**16**	**66**		**107**	**$ 17,356.58**
3.1	Establish Emphasis Areas		4		4	4	4		16	$ 3,027.89
3.2	Case Studies		2	1	4	4	24		35	$ 5,533.61
3.3	Systemic Countermeasure Toolbox		2	2	4	4	30		42	$ 6,624.62
3.4	Best Practices Opportunities		2			4	8		14	$ 2,170.45
Task 4	**Implementation Program**		**4**	**0**	**4**	**8**	**8**		**24**	**$ 4,294.41**
4.1	Implementation Plan		4		4	8	8		24	$ 4,294.41
Task 5	**Local Road Safety Plan (LRSP)**		**6**	**3**	**6**	**14**	**24**	**12**	**65**	**$ 10,758.72**
5.1	Draft LRSP		4	2	4	8	16	8	42	$ 6,922.06
5.2	Final LRSP		2	1	2	6	8	4	23	$ 3,836.66
	TOTAL HOURS		**61**	**7**	**30**	**63**	**156**	**18**	**335**	
	Subtotal Labor:		**$ 11,854.82**	**$ 2,226.86**	**$ 7,380.10**	**$ 11,832.32**	**$ 20,094.99**	**$ 2,162.01**		**$ 55,551.10**
	Other Direct Costs									**$ 250.00**
	Travel									$ 250.00
	TOTAL COST:									**$ 55,801.10**

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. _____ Contract No. _____ Date 6/15/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Darryl dePencier	61	$59.85	$ 3,650.85
Principal-in-Charge	Jean Fares	7	$97.97	$ 685.79
Sr. Professional		30	$75.76	$ 2,272.80
Professional		63	$57.84	$ 3,643.92
Analyst		156	$39.67	$ 6,188.52
Project Support		18	$36.99	$ 665.82
			$0.00	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 17,107.70

b) Anticipated Salary Increases (see Anticpated Salary Increases page for calculation) $ -

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 17,107.70**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ -

f) FCCM (Rate: 0.61%) g) FCCM [(c) x (f) $ 104.36

h) Overhead (Rate: 194.64%) i) Overhead [(c) x (h)] $ 33,298.43

j) **TOTAL INDIRET COSTS** [(e) + (g) + (i)] **$ 33,402.78**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (e) + (i)* fixed fee 10%] **$ 5,040.61**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quatity	Unit	Unit Cost	Total
Travel			$0.00	$ 250.00

l) **TOTAL OTHER DIRECT COSTS** **$ 250.00**

m) **SUBCONSULTANTS' COSTS**

Subconsultant 1: $

Subconsultant 2: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 250.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 55,801.10**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
	$ 17,107.70	/	335	=	$51.07	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$51.07	+	5%	=	$53.62	Year 2 Avg Hourly Rate
Year 2	$53.62	+	5%	=	$56.30	Year 3 Avg Hourly Rate
Year 3	$56.30	+	5%	=	$59.12	Year 4 Avg Hourly Rate
Year 4	$59.12	+	5%	=	$62.07	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total h

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	335	=	335	Estimated Hours Year 1
Year 2	0.00%	*	335	=	0	Estimated Hours Year 2
Year 3	0.00%	*	335	=	0	Estimated Hours Year 3
Year 4	0.00%	*	335	=	0	Estimated Hours Year 4
Year 5	0.00%	*	335	=	0	Estimated Hours Year 5
Total	100%		Total	=	335	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$51.07	*	335	=	$17,107.70	Estimated Hours Year 1
Year 2	$53.62	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$56.30	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$59.12	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$62.07	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$17,107.70	
Direct Labor Subtotal before escalation	=	$17,107.70	
Estimated total of Direct Labor Salary	=	**$0.00**	Transfer to Page 1

Period 1 = Contract inception through 6/30/22 Period 2 = 7/1/22 through 6/30/232
Period 3 = 7/1/23 through 6/30/24 Period 4 = 7/1/24 through 6/30/25 Period 5 = 7/1/25 through 6/30/26

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

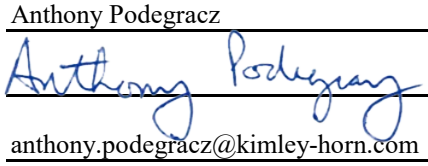
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 6/15/2021

Email: anthony.podegracz@kimley-horn.com Phone Number: 213-261-4040

Address: 660 South Figueroa Street, Suite 2050, Los Angeles, CA, 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering and Planning Services

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, 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 Services by Contractor, 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.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor’s insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.

(3) Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/09/2021

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

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

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Allied World Assurance Company (U.S.)	19489
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER: 21-22** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			03127930	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim $2,000,000 Aggregate $2,000,000	

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

Re: Eastvale LRSP; Darryl DePencier. The City and its respective elected and appointed officers, officials and employees and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

Includes copyrighted information of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2021** forms a part of Policy No. WC 015-89-3686

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _

Authorized Representative

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.11
July 28, 2021

Contract Extension with Bang the Table for Online Community Engagement Software and Services (Engage Eastvale)

Prepared By:

Marc A. Donohue, City Clerk/Communications Director

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the contract extension with Bang the Table for Online Community Engagement Software and Services;
2. Authorize the City Manager to execute all necessary document and any future contract extensions.

Summary

In March 2019, the City entered into an agreement with Bang the Table to develop our community engagement website, Engage Eastvale. Engage Eastvale was created to enhance public participation and the relationship between the community and City Hall. The platform brings forth innovative and interactive ways for Eastvale to collaborate with residents, business owners, and public partners.

When the agreement was initially signed, it was for a one-year term for $15,000 and included an evergreen clause. Now that we are with the 2nd contract extension, it requires the City Council to approve the contract extension.

Background

In March 2019, the City entered into an agreement with Bang the Table to develop our community engagement website. The website launched in March of 2020 and has been used to engage with our

community on such projects as the Eastvale 2040, Housing Element Update, Public Works Project Update, etc.

Environmental

The contract extension is not a project and is not subject to the California Environmental Quality Act.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A

Not applicable.

Fiscal Impact

The annual cost for Engage Eastvale is $15,000. This cost is included in the 2021/22 Fiscal Year Budget under account number 100-240-6615.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Attachment 1 - Contract Extension

Service Agreement Extension Letter

10 June 2021

City of Eastvale
Attn: Marc Donohue
mdonohue@eastvaleca.gov

Re: Extension of EngagementHQ License

Dear Marc Donohue,

Bang the Table USA LLC and City of Eastvale entered into Annual License Service Agreement for Online Community Engagement Software and Services on May 26, 2020. The parties have mutually agreed upon an extension of said Agreement pursuant to the terms and conditions as set forth in the original Service Agreement, thereby extending the subscription period to include 01 June 2021 through 31 May 2021.

By signing below, both parties agree to the 12-month extension of said Service Agreement. Upon full execution of this Extension Letter, the Term of the Agreement shall be extended through 31 May 2021 at the fee of $15,000 excluding applicable taxes.

Bang The Table USA LLC



_____
Meghan Ruble, Existing Business Manager - North America

By signing below, I hereby certify that I have full authority to agree to the terms hereof, to wit, that the Term of the Agreement shall be extended through 31 May 2021 at the fee of $15,000 excluding applicable taxes.

City of Eastvale

_____ _____
Signature Date

_____
Name and Title

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.12
July 28, 2021

City Council Regional & Committee Appointments

Prepared By:

Marc A. Donohue, City Clerk/Communications Director

Recommended Action(s)

Staff recommends that the City Council:

1. Review the City Council Council Regional & Committee Appointments List;
2. Provide direction to staff regarding any necessary changes for appointments on list and;
3. Approve the Regional & Committee Appointments List, as revised by the City Council.

Summary

Each December, the City Council traditionally reviews the various designated members on the City Council Regional & Committee Appointments List. Due to Councilmember Plott's recent appoint to the City Council, it is necessary to revise the current list of appointments.

Additionally, the Fair Political Practices, Commission also mandates that the Form 806 be filed to report additional compensation that officials receive when they are appointed to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. The Form 806 is available on the City's website.

The City Council also selects representatives to serve on various sub-committees that provide guidance to staff on specific topics. Sub-committees include: Finance Committee, School Committee, Eastvale Parks Commission, Eastvale Legislative Ad-Hoc Committee, the Civic Center Sub-Committee, Business Success Roundtable, Restaurant/Business Incentive Ad-Hoc Committee, the Health & Wellness Ad-Hoc Committee, the COVID-19 Economic Recovery Ad-Hoc Committee, the

Police Sub-Station/3rd Fire Station Ad-Hoc Committee and the Leal Property Negotiations Ad-Hoc Committee.

Background

Traditionally, Councilmembers have been appointed to serve on various outside Committees, Boards, Commissions, and Agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. At this time, it is appropriate for the City Council to conduct the review and make appointments as desired. The Council may make appointments to each Committee, Board, Commission, or Agency by nomination.

The City Council also routinely creates and appoints two-member subcommittees. An ad-hoc, advisory committee composed solely of less than a quorum of a legislative body is exempt from the Brown Act, if the advisory serves a limited or single purpose, and are not perpetual, and are to be dissolved once their specific task is completed. Standing committees are subcommittees with either a continuing subject matter jurisdiction and/or a set meeting schedule, or are committees consisting of members from multiple legislative bodies. Standing sub-committees are subject to the Brown Act.

Environmental

Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A

Not Applicable.

Fiscal Impact

Not Applicable.

Prior City Council/Commission Action

The City Council previously approved the City Council Regional & Committee Appointments list in December of 2020.

Attachment(s)

Attachment 1 - City Council Regional Appointments List

CITY OF EASTVALE – MADDY ACT APPOINTMENT LIST

UPDATED: July 14, 2021

NOTICE TO THE PUBLIC: In compliance with the requirements of the Government Code Section 54972, the Maddy Act Local Appointment List is posted on or before December 31 each year. It shows the current members of City Commissions, City Council Committee Appointments, and the terms of office. The names on the list are subject to change based on vacancies, expiring terms, and resignations that occur during the year. Please contact the City Clerk's Office at (951) 703-4420 if you would like further information regarding the appointments.

	Council Member Name	Position	District	Term	Meeting Schedule
CITY COUNCIL Elected By-District Term: Four years	Jocelyn Yow	Mayor	District 4	2018 – 2022	Meetings are held on the second and fourth Wednesday of each month at 6:30PM located at Eastvale City Council Chambers, 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752.
	Clint Lorimore	Mayor Pro Tem	District 3	2018 – 2022	
	Brandon Plott	Councilmember	District 5	2021 – 2022	
	Christian Dinco	Councilmember	District 2	2020 – 2024	
	Todd Rigby	Councilmember	District 1	2018 – 2022	
	Commissioner Name	**Position**	**Date Appointed**	**Term Expires**	**Meeting Schedule**
PLANNING COMMISSION Term: Two years	Houston Laney	Commissioner	December 2020	December 2022	Meetings are held on the third Wednesday of each month at 6:00PM located at Eastvale City Council Chambers, 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752.
	Kevin Mensen	Commissioner	December 2020	December 2022	
	Michael Rochelle	Commissioner	December 2020	December 2022	
	Andrea Hove	Vice-Chair	December 2020	December 2022	
	Josh Lee	Chair	December 2020	December 2022	
	Commissioner Name	**Position**	**Date Appointed**	**Term Expires**	**Meeting Schedule**
PUBLIC SAFETY COMMISSION Term: Two years	Herbert Cirilo	Commissioner	December 2020	December 2022	Meetings are held on the fourth Tuesday of each month at 6:00PM located at Eastvale City Council Chambers, 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752.
	Cory Leeper	Commissioner	December 2020	December 2022	
	Chris Raahauge	Commissioner	December 2020	December 2022	
	Yvonne Varela	Vice-Chair	December 2020	December 2022	
	Rob Gracia	Chair	December 2020	December 2022	

CITY OF EASTVALE – MADDY ACT APPOINTMENT LIST

UPDATED: July 14, 2021

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CITY COUNCIL REGIONAL APPOINTMENTS	Council Appointment	Position	Date Appointed/Reaffirmed	Term Expires	Meeting Schedules
Riverside Transit Agency	Jocelyn Yow	Delegate	December 2020	December 2021	The RTA meets on the second Thursday of the month at 2:00PM.
	Brandon Plott	Alternate	July 2021	December 2021	
Western Riverside Council of Governments	Christian Dinco	Delegate	July 2021	December 2021	WRCOG meets on the first Monday of the month at 2:00PM.
	Brandon Plott	Alternate	July 2021	December 2021	
Western Riverside County Regional Conservation Authority	Jocelyn Yow	Delegate	December 2020	December 2021	WRCRCA meets on the first Monday of the month at 12:00PM.
	Todd Rigby	Alternate	December 2020	December 2021	
Riverside County Transportation Commission	Clint Lorimore	Delegate	December 2020	December 2021	RCTC meets on the second Thursday of the month at 9:30AM.
	Todd Rigby	Alternate	December 2020	December 2021	
Southern California Association of Governments	Clint Lorimore	Delegate	December 2020	December 2021	SCAG meets on the first Thursday of the month at 12:15PM.
	Christian Dinco	Alternate	December 2020	December 2021	
NW Mosquito &Vector Control District	Clint Lorimore	Delegate	December 2020	December 2022	NMVCD meets on the third Thursday of the month at 3:00PM.

CITY OF EASTVALE – MADDY ACT APPOINTMENT LIST

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CITY COUNCIL REGIONAL APPOINTMENTS	Council Appointment	Position	Date Appointed/Reaffirmed	Term Expires	Meeting Schedules
Western Community Energy	Todd Rigby	Delegate	December 2020	December 2021	WCE meets on the second and fourth Wednesday of the month at 1:00PM.
	Brandon Plott	Alternate	July 2021	December 2021	
California Contract Cities Association	Christian Dinco	Delegate	December 2020	December 2021	CCCA meets on the third Wednesday of the month at 6:00PM.
	Jocelyn Yow	Alternate	December 2020	December 2021	
CITY COUNCIL COMMITTEE APPOINTMENTS	**Council/Commission Appointment**	**Position**	**Date Appointed/Reaffirmed**	**Term Expires**	**Meeting Schedules**
Eastvale Finance Committee	Clint Lorimore	Primary	December 2020	December 2021	Meets on the third Tuesday of the month at 4:30PM
	Brandon Plott	Primary	July 2021	December 2021	
	Todd Rigby	Alternate	December 2020	December 2021	
Eastvale Schools Committee	Todd Rigby	Primary	December 2020	December 2021	Meets quarterly on the third Thursday at 1:00PM
	Jocelyn Yow	Primary	December 2020	December 2021	
	Brandon Plott	Alternate	July 2021	December 2021	
Eastvale Parks Commission	Christian Dinco	Primary	December 2020	December 2021	Meets quarterly on the third Thursday at 6:00PM.
	Todd Rigby	Primary	December 2020	December 2021	
	Jocelyn Yow	Alternate	December 2020	December 2021	

CITY OF EASTVALE – MADDY ACT APPOINTMENT LIST

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CITY COUNCIL SUB/AD-HOC-COMMITTEE APPOINTMENTS	Council/Commission Appointment	Position	Date Appointed/Reaffirmed	Term Expires	Meeting Schedules
Eastvale Legislative Ad-Hoc Committee	Clint Lorimore	Primary	December 2020	December 2021	This committee does not have a regular meeting date.
	Todd Rigby	Primary	December 2020	December 2021	
Civic Center Sub-Committee	Clint Lorimore	Primary	December 2020	December 2021	This sub-committee does not have a regular meeting date.
	Jocelyn Yow	Primary	December 2020	December 2021	
Business Success Roundtable Ad-Hoc Committee	Todd Rigby	Primary	December 2020	December 2021	This sub-committee does not have a regular meeting date.
	Clint Lorimore	Primary	December 2020	December 2021	
Restaurant/Business Incentive Ad-Hoc Committee	Clint Lorimore	Primary	December 2020	December 2021	This committee does not have a regular meeting date.
	Todd Rigby	Primary	December 2020	December 2021	
Health & Wellness Ad-Hoc Committee	Todd Rigby	Primary	December 2020	December 2021	This committee does not have a regular meeting date.
	Jocelyn Yow	Primary	December 2020	December 2021	
COVID-19 Economic Recovery Ad-Hoc Committee	Todd Rigby	Primary	December 2020	December 2021	This committee does not have a regular meeting date.
	Jocelyn Yow	Primary	December 2020	December 2021	

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CITY COUNCIL SUB/AD-HOC-COMMITTEE APPOINTMENTS	Council/Commission Appointment	Position	Date Appointed/Reaffirmed	Term Expires	Meeting Schedules
Police Sub-Station/3rd Fire Station Ad-Hoc Committee	Brandon Plott	Primary	July 2021	December 2021	This committee does not have a regular meeting date.
	Christian Dinco	Primary	December 2020	December 2021	
Leal Property Negotiations Ad-Hoc Committee	Christian Dinco	Primary	February 2021	December 2021	This committee does not have a regular meeting date.
	Todd Rigby	Primary	February 2021	December 2021	

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.13
July 28, 2021

Approve Task Orders A3 and A4 in the amount of $48,900 for Kosmont Companies for Economic and Fiscal Analysis services resulting in a total aggregate contract amount of $97,750.

Prepared By:
Gina Gibson-Williams, Community Development Director

Recommended Action(s)
Staff recommends that the City Council:

1. Approve Task Orders A3 and A4 in the amount of $48,900 with Kosmont Companies for Economic and Fiscal Analysis resulting in a total aggregate contract amount of $97,750; and
2. Authorize City Manager to execute Task Orders with On-Call Professional Services vendor Kosmont Companies.

Summary
Kosmont Companies is an On-Call Consultant with the City of Eastvale. Kosmont provides economic and fiscal analysis services or various sites and development scenarios throughout the City.

Task Orders submitted for work are listed below:

Task Order A1	Opportunity Site Analysis Archibald and Chandler	$23,920

Task Order A2	Economic Development and Real Estate Advisory Services	$24,750
Task Order A3	Project Pro Forma/Financial Feasibility of Developing Portion of Leal Master Plan Site	$24,900
Task Order A4	Fiscal and Economic Impact Services for Leal Property Development	$24,000

Task Orders A1 and A2 were executed in accordance with the requirements of the City's Purchasing Agreement. In 2021 the Leal Purchase and Sale Agreement resulted in the need for Task Orders A3 and A4. Task Orders A3 and A4 in conjunction with Task Orders A1 and A2 will result in an aggregate amount for all Task Orders of $97,570.00 As such, City Council approval is required because the aggregate contract amount will exceed $50,000.

Background

On February 26, 2020 City Council Approved Kosmont Companies as a Professional On-Call Services consultant for the areas of Economic and Fiscal Impact Analysis and Economic Data Analysis and Land Use.

As an On-Call Professional Services Contractor staff utilized Kosmont & Associates in April 2020 to prepare market analysis and an Opportunity Site Assessment (Task Order A1) of two possible site development scenarios on the northwest corner of Archibald Avenue and Chandler Street. The assessment helped the City with project direction and inform the new General Plan. In September 2020 Kosmont performed additional Economic Development and Real Estate Advisory services (Task Order A2) related to business and developer attraction, real estate strategies and opportunity site evaluations for the Civic Center and development opportunity areas in the southern section of the City, and public-private transaction structuring. Task Orders 3 and 4 are essential to the entitlement of the Leal property including the Development Agreement. Authorization of Task Orders A3 and A4 will require City Council authorization because the aggregate contract amount will exceed $50,000.

Task Orders A3 and A4 may eligible for reimbursement as part of the Development Agreement with the Master Developer of the Leal property.

Environmental

Approval of the contract is not a project and is exempt from the requirements of the California Environmental Quality act (CEQA).

Strategic Plan Action - Priority Level: 1 | Target #: 5 | Goal #: N/A

Develop and Construct Civic Center

Leal Master Plan Implementation

Fiscal Impact

Costs for Task Orders A3 and A4 have been budgeted in the Fiscal Year 2020/2021 in Community Development Other Professional Services account 100-301-6490. They may be eligible for reimbursement from Leal Master Developer as a part of the Development Agreement.

Prior City Council/Commission Action

February 26, 2020 City Council approved the On-Call Professional Services Consultants which included Kosmont Companies.

Attachment(s)

Attachment 1 - Staff Report for RFQ On-Call 1.pdf
Attachment 2 - Kosmont Agreement and Task Order 1.pdf
Attachment 3 - Kosmont Task Order 2.pdf
Attachment 4 - Kosmont Task Order 3.pdf
Attachment 5 - Kosmont Task Order 4.pdf

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
February 26, 2020
City Council Business
Agenda Item No. 12.1

Selection of Professional On-Call Services Proposals

Prepared By: Gina Gibson-Williams, Community Development Director

Recommended Actions

1. Approve the recommended consultants to provide on-call professional services to the City as needed; and
2. Authorize the City Manager to execute agreements for on-call professional services with the selected consultants for their respective categories for a term not-to-exceed 3 years with the potential for two one year extensions in amounts not-to-exceed $100,000 per fiscal year, or $250,000 per fiscal year for the categories of Landscape Architecture, Street Design for Major Corridors, Downtown Urban Design, Multi-Use Trail Design, and Circulation and Transportation Planning and Design, subject to review and approval of the agreements by the City Attorney.

Summary

The City needs technical expertise in several disciplines to advance the goals and policies of the Mayor and City Council outlined in the City's Strategic Plan. On-call professional services in specific discipline categories will maximize expertise, experience, and mobilize that expertise on short notice under pre-negotiated, competitive procurement terms and conditions to address needs as they occur. City staff identified several specialty areas of professional expertise to prepare innovative solutions as a blueprint for the built environment for Eastvale's future. We are creating and building tomorrow, today. The City of Eastvale requested Statements of Professional Qualifications from interested parties to provide expertise for the following on-call areas of expertise:

- **Economic and Fiscal Impact Analysis** – To inform decision-makers of potential impacts to the City's General Fund. Firms are expected to provide economic analysis, real estate market research, fiscal financial analysis for General Plan Amendment and Zone Change requests.

Return to Agenda

- **Economic Data Analysis and Land Use** – To achieve the highest and best use of remaining land in the City, it is necessary to imagine new ways to think about and visualize land use. Firms will be expected to utilize urban design and economics to explain and visualize market dynamics created by tax and land use policies. This product may be used for the Eastvale General Plan update.

- **Downtown Master Planning and Urban Design**– Firms will be expected to prepare a Downtown Urban Design Plan to facilitate and encourage development and improvements that help realize the community's vision for a viable Downtown and entertainment district. This product may be used for the Eastvale General Plan update.

- **Landscape Architecture -** Firms will be expected to design and review landscape architecture plans and projects to create livable and memorable spaces and placemaking for Eastvale.

- **Streetscape Design for Major Corridors** – Streetscape treatments are meant to enhance and unify the visual and spatial experience of people that drive, walk or ride a bicycle or bus, and help provide key linkages between streets residences and businesses and create a sense of arrival and branding. A comfortable experience through the streetscape pattern gives the user a sense of direction and a sense of place. Firms will be expected to provide consultation and design of streetscape treatments for major corridors, interchanges, freeways, gateway and entry statements, street furniture, paving and lighting concepts, public signs, banners and wayfinding and identity. This product may be used for the Eastvale General Plan update.

- **Multi-use Trail Design** -Firms will be expected to design multi-use trails that provides a safe means of travel for people that ride bicycles and walk. This product may be used for the Eastvale General Plan update.

- **Circulation and Transportation Planning and Design** – Firms will be expected to develop an overall circulation plan to provide convenient access to and within the city for all transportation modes. This multi-modal approach recognizes the importance of moving and connecting people whether they are driving, riding a bicycle, walking or riding a bus.

- **Placemaking –** Firms will be expected to be able to plan, program, implement, "activate" and create places for people and businesses to connect and prosper. This product may be used for the Eastvale General Plan update.

- **Conceptual Rendering and Visualization –** Firms will be expected to bring draft concepts and turn 2D into reality for public input and engagement. "A picture is worth a thousand words." Knowledge of architecture, placemaking, landscape architecture, streetscape, and transportation/mobility is highly desirable.

- **Appraisal Services** – To aid the development process, it may be necessary to purchase property or obtain right of way to facilitate development. Firms will be expected to provide appraisal services

that allow the City to evaluate land and make land-use decisions based on an unbiased professional opinion of valuation.

- **Grant writing** -Firms will be expected to research, write and submit grant proposals that are unique to Eastvale to include but are not limited to public safety, planning, infrastructure, transportation, and landscape.

- **Videography –** Firms will be expected to produce innovative videos to engage public input and tell Eastvale's story. This product may be used for the Eastvale State of the City and the 10th Anniversary of Incorporation.

- **Communications –** Firms will be expected to assist the City with strategically disseminating information to the public using, social media, press releases, newsletters and other forms of communication to enhance community engagement. This product may be used for the Eastvale General Plan Update.

- **Arborist-** Firms will be expected to provide services in the cultivation, management, and care of trees in accordance with the City's draft Tree Preservation Ordinance. The City is only seeking consulting arborist services through this RFQ. The services will not involve any tree planting, pruning, or other tree maintenance or care.

- **Housing –** Firms will be expected to research and prepare a policy-level document that provides a visionary, sustainable housing strategy for Eastvale's present and future needs that is compliant with State Housing Law. This product may be used for the City's General Plan update.

- **Financial advising –** Firms will be expected to provide financing and bond market guidance regarding general obligation bonds, revenue bonds, special issuance bonds, public private partnerships, and lease-purchase agreements. Develop and recommend financing structure options, including preparation of financial analysis and plans. Assist with the development of credit rating strategies.

- **Accounting services**- Firms will be expected to provide intermediate and complex reconciliations, bank reconciliations, journal entry preparation, and maintenance of effort calculations. State reporting including AB1600 development impact fee reporting, California State Controller reports (street report, financial transaction report). Audit schedule preparation including revenue, deposit liabilities, prepaid, deferred revenue, due to/due From, transfers, retention, grants. Interest receivable and unrealized gain/loss allocations.

- **Comprehensive Fee Study**- Firms will be expected to provide a comprehensive analysis to understand the cost of providing services and quantify subsidized costs for all service areas.

The benefits of having an on-call contract in place include:

- *Technical expertise*
- *Commitments as-needed for service*
- *Accelerated procurement and authorization*
- *Independent and objective assessments*
- *Consolidates competition and procurement process*
- *Consultants that bring specialized expertise*
- *Consultants that are familiar or can quickly become familiar with Eastvale needs and values*

The City advertised the Request for Qualifications (RFQ) in December 2019 and received over 80 proposals. The chart below shows the categories and the number of proposals received per category.

Category	Number of Proposals
Landscape Architecture	14
Streetscape Design for Major Corridors	14
Downtown Master Planning and Urban Design	10
Communications	2
Videography	4
Arborist	2
Multi-use Trail Design	6
Circulation and Transportation Planning and Design	4
Economic and Fiscal Impact Analysis	4
Economic Data Analysis and Land Use	4
Accounting Services	2
Placemaking	7
Conceptual Rendering and Visualization	3
Comprehensive Fee Study	1
Housing	2
Financial Advising	1
Grant Writing	3
Appraisal Services	0

Background

An RFQ allows pre-qualified experts to be responsive to support the City's Strategic Plan and delivery of services. Proposals were accepted from December 3, 2019, through December 19, 2019. The City reviewed the statements of qualifications, assessed the firms, and is recommending that agreements for on-call professional services be entered into with the following professional consulting firms for each category:

Subject	Firm(s) selected for on-call services
Landscape Architecture	Community Works Design Group, Conceptual Design & Planning Company, Lynn Capouya Inc., and Schmidt Design Group
Streetscape Design for Major Corridors	Kimley Horn, Mark Thomas, MIG, Sargent Town Planning,

	and Studio One Eleven
Downtown Master Planning & Urban Design	Kimley Horn, KTGY, MIG, Sargent Town Planning, and Studio One Eleven
Communications	DeGrave and JPW Communications
Videography	DeGrave, JPW, and Windsong
Arborist	Richard Fisher Associates and Rincon
Multi-use Trail Design	Community Works Design Group, Fehr & Peers, Mark Thomas, and RRM Design Group
Circulation & Transportation Planning & Design	Fehr & Peers, Kimley Horn, and Webb Associates
Economic & Fiscal Impact Analysis	HDL and Kosmont
Economic Data Analysis & Land Use	Kosmont and Urban 3
Accounting Services	Rahban CPA
Placemaking	Conceptual Design & Planning Company, Sargent Town Planning, Schmidt Design Group, Studio One Eleven, and Team Better Block
Conceptual Rendering & Visualization	KOA, KTGY, and KTUA
Comprehensive Fee Study	Revenue Cost Specialists
Housing	Placeworks
Financial Advising	Kosmont
Grant Writing	California Consulting, KOA, and Webb Associates

Strategic Plan Action – Priority Level: 1A | Target #: 4 | Goal #: 1

Strengthen organizational development and effectiveness

Fiscal Impact

There is no fiscal impact at this time. The recommended not-to-exceed amount for each agreement is $100,000 per fiscal year for each discipline category except for the following categories, which are recommended for not to exceed amounts of $250,000 per fiscal year:

- Landscape Architecture
- Street Design for Major Corridors
- Downtown Urban Design
- Multi-Use Trail Design
- Circulation and Transportation Planning and Design

The master contracts do not guarantee work to any of the on-call consultants. The master contracts are good for three years with the ability for two one year extensions, as warranted. Work will be authorized as needed by the City subject to funding availability. All individual tasks and project contracts will be negotiated and executed in accordance with the Purchasing Ordinance approved by the City Council on June 26, 2019.

Prior City Council Action

There is no prior action associated with this request.

Attachments

1. Due to file size, if you are interested in a copy of one of the proposals, please contact the City Clerk's Office at cityclerk@eastvaleca.gov.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
ECONOMIC & FISCAL IMPACT ANALYSIS

This Agreement for On-Call Professional Services ("Agreement") is entered into as of this ___ day of _____, 2020 by and between the City of Eastvale, a municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation, dba Kosmont Companies ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for qualifications the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of its qualifications for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to be eligible to perform those services as needed and requested by the City.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three years commencing on the date first ascribed above. City may extend the Term of this Agreement two times for one year each time, for a total potential term of five years.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform economic & fiscal impact analysis services (hereinafter, the "Services") as requested and authorized by the City. When the City desires to utilize Contractor for Services, the City will issue a Task Order that includes a Scope of Services to be performed and the compensation to be paid for the Services within the Task Order. Each Task Order shall be attached to this Agreement in Exhibit "A" (e.g., the first Task Order will be Exhibit "A-1", the second Exhibit "A-2," etc.). Each Task Order is made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services authorized by each Task Order shall be completed pursuant to the schedule stated in the Task Order. Should the

Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered that are in addition to or outside of the Services authorized by a Task Order unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in each Task Order for the Services identified in the Task Order. The total compensation for all Task Orders, including reimbursement for actual expenses, shall not exceed one hundred thousand dollars ($100,000) per fiscal year, unless additional compensation is approved in writing in accordance with Section 28 "Amendment" of this Agreement. The City Manager shall have the authority to approve Task Orders for Services that do not exceed the City Manager's then-current signing authority for purchases of professional services as set forth in Section 4.06.050, as that section may be amended from time to time. All other Task Orders shall be approved by the City Council prior to the commencement of the Services.

(b) Each month Contractor 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, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and the applicable Task Order include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor 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 Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor'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 Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the 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 Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the 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 Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor 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 Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) 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. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(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 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 Contractor'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 Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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 Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Contractor, nor any of Contractor's officers, employees, agents or subcontractors shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any

claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, or its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Task Orders attached hereto in Exhibit "A" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Contractor 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. Contractor 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 Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of

race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor 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 Contractor's performance of the Services. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its

employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth 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 naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, 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 herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. 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 termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. 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 Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City:	City of Eastvale Attn: City Manager 12363 Limonite Ave., Suite 910 Eastvale, CA 91752
To Contractor:	Kosmont & Associates, Inc. Attn: Ken Hira 1601 N. Sepulveda Blvd., Suite 382 Manhattan Beach, CA 90017

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

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under Section 4.06.050 of the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. 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 Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. 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, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. 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 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" (including all subparts of Exhibit “A”) and "B", is 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 Contractor 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.

SECTION 33. 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).

SECTION 34. NONEXCLUSIVITY.

This Agreement shall not preclude the City from contracting with other persons for work that could be performed by Contractor under this Agreement or utilizing City employees to perform such work.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF EASTVALE

_____
Bryan Jones
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

KOSMONT & ASSOCIATES, INC.

By: _____
Name: _____
Its: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY. CORPORATIONS AND LLCS MUST SUBMIT DOCUMENTATION SHOWING THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS THE AUTHORITY TO EXECUTE THIS CONTRACT.

EXHIBIT "A"

TASK ORDERS

EXHIBIT "A-1"

TASK ORDER 1 – MARKET SUPPLY AND DEMAND ANALYSIS AND SWOT ANALYSIS FOR NWC OF ARCHIBALD AND CHANDLER

I. SCOPE OF SERVICES

Contractor will provide a market supply and demand analysis and SWOT analysis for the seventeen (17) parcels starting at the northwest corner of Archibald Avenue and Chandler Avenue (the "site") and will extend to the east where the parcel line meets the Fire Station, as detailed below.

Task 1: Project Kick-off and Demographic/Economic Profile
Contractor will initiate the assignment by conducting a kick-off meeting with City staff. The City will provide Contractor with existing relevant site information and/or market data (e.g., ownership, zoning, previous demographic and economic analyses) for review. Goals of the kick-off meeting will be to establish objectives, obtain site information, and tour the site and trade area. Contractor will review existing demographic data and prepare a high-level Demographic/Economic Profile that will be summarized in PowerPoint presentation format.

Task 2: Market Supply and Demand Analysis
Based on findings from Task 1, Contractor will evaluate the current status and existing market conditions within the City for retail, office, and residential uses, and a blend of uses as applicable to the site. The evaluation will include an analysis of existing retail, office, and residential supply conditions, such as inventory, vacancy, and lease rates. Consultant will also utilize its Kosmont Retail NOW!® platform to evaluate market demand within the area for major retail subcategories. This evaluation will include an analysis of retail sales surplus/leakage and retailer voids by retail category. Results from Task 2 will be summarized in PowerPoint presentation format.

Task 3: SWOT Analysis
Based on findings in previous Tasks, Contractor will prepare an in-depth Strengths, Weaknesses, Opportunities, and Threats ("SWOT") Analysis. The SWOT Analysis will take into consideration the development of the Hard Corner (approximately 3 acres at the NWC corner of Archibald and Chandler) alone and development of the entire site. The SWOT Analysis will be summarized in PowerPoint presentation format.

Contractor anticipates a draft of the SWOT analysis to be completed three (3) weeks from the commencement of work.

II. COMPENSATION

The compensation to Contractor for the Scope of Services in paragraph I of this Exhibit A-1 shall be based on the hourly rate schedule below. Total compensation to Contractor under this Task Order, inclusive of fees and reimbursable expenses, shall not exceed $23,920.

Hourly Rate Schedule

Chairman & CEO	$375.00/hour
President	$345.00/hour
Senior Vice President/Senior Advisor	$305.00/hour
Vice President	$210.00/hour
Senior Project Analyst	$195.00/hour
Project Analyst/Project Research	$165.00/hour
Assistant Project Analyst/Assistant Project Manager	$125.00/hour
GIS Mapping/Graphics Service	$ 95.00/hour
Clerical Support	$ 60.00/hour

Additional Expenses

In addition to the compensation for professional services above, Contractor will charge City the following amounts for reimbursable expenses:

1) An administrative fee for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus

2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

3) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

EXHIBIT "B"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, 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 Services by Contractor, 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.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Memorandum – CONFIDENTIAL CLIENT PRIVILEGED

To: Bryan Jones, City Manager, City of Eastvale
Gina Gibson Williams, Community Development Director, City of Eastvale

From: Ken K. Hira, President, Kosmont Companies
Fernando Sanchez, Vice President, Kosmont Companies

Date: September 4, 2020

Subject: **Work Plan for Economic Development and Real Estate Advisory Services**

I. BACKGROUND

Kosmont Companies ("Kosmont" or "Consultant"), Economic Development and Real Estate advisor to City of Eastvale ("City" or "Client"), was retained in April 2020 to prepare market analysis and an Opportunity Site Assessment ("Assessment") of two possible site development scenarios on the northwest corner of Archibald Avenue and Chandler Street. The Assessment helped the City with project direction and inform the new General Plan. The City desires additional economic development advisory services related to business and developer attraction, real estate strategies (for the Civic Center and areas in the southern section of the City), and public-private transaction structuring.

As requested by the City, Kosmont proposes the following Work Plan and Budget Authorization to assist with continued economic development and real estate advisory services. This Work Plan serves as an Agreement when executed and returned by Client to Kosmont.

II. WORK PLAN

Task 1: Marketing and the Eastvale Story

- Use demographic and market data, along with information provided by City, to market and share stories of Eastvale's recent successes and diversity
- Market the City's business attraction success (particularly as it relates to hospitality and demographic-focused retail) and provide map showing location of new businesses/developments
- Promote and market a "Yes, we can, we will" motto (as opposed to "No, can't, and won't")

Task 1 deliverable will be marketing material that can be shared via email and social media

Task 2: Civic Center

- Evaluate the best location for the Civic Center/City Hall that would ideally serve the community using a Strengths, Weaknesses, Opportunities, and Threats ("SWOT") analysis
- Option #1: NWC Limonite Ave. & Hamner Ave. (Leal Master Plan site)
- Option #2: Hamner Place, SEC Hamner Ave. & Schleisman Rd. (partially owned by City)
- Option #3: Altfillisch Site, SWC Citrus St. & Scholar Wy. (owned by City)

Task 2 deliverable will be prepared in PowerPoint presentation format

Task 3: Evaluate Opportunities in south Eastvale

- Based on market trends, ownership history, opportunity sites, and other factors as deemed appropriate, determine possible development or business attraction opportunities on the southern end of the City; evaluate land value / potential swap value to meet City's goals and objectives
- Areas for evaluation: Altfillisch Site, Hamner Place, Jurupa Community Services District Park Site (across from Altfillisch Site)

Task 3 deliverable will be prepared in PowerPoint presentation format

Task 4: Developer Attraction / Negotiations and Public-Private Transaction Structuring

- Assist the City with due diligence, supporting financial analysis, public-private transaction structuring, and developer (e.g. KB, Lewis, etc.) negotiations related to prospective development projects
- Conduct outreach, including calls, preparation of physical and digital marketing collateral, and site visits, to attract prospective development partners to Eastvale
- Host follow-up calls / virtual meetings with City periodically (as deemed appropriate) to discuss progress

Task 4 deliverable will be prepared in PowerPoint presentation and Excel tabular format

Task 5: As-Needed Advisory Services

- Provide additional economic development and real estate advisory services on an as-needed basis, as mutually agreeable by Kosmont and the City
- Services may include: researching and evaluating other economic development strategies the City may use for sustained economic growth, such as innovation incubators, infrastructure, special districts and educational opportunities

III. INITIAL BUDGET

The initial compensation for Tasks 1 through 4 is $24,750 for professional services (hourly) fees as shown on Attachment A. Task 5 will be billed on a time and materials basis. Budget may be increased by City request at any point in time.

Kosmont is appreciative of the opportunity to continue to work with the City on exciting projects. Thank you.

[signature page follows]

IV. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2020

City of Eastvale	**Kosmont & Associates, Inc.** doing business as "Kosmont Companies"
By: _____ (Signature)	**By:** _____ (Signature)
Name:_____ (Print Name)	Name: Ken K. Hira
Its: _____ (Title)	Its: President

ATTACHMENT A

Kosmont Companies
2020/2021 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$375.00/hour
President	$345.00/hour
Senior Vice President/Senior Advisor	$305.00/hour
Vice President	$210.00/hour
Senior Project Analyst	$195.00/hour
Project Analyst/Project Research	$165.00/hour
Assistant Project Analyst/Assistant Project Manager	$125.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Clerical Support	$ 70.00/hour

- **Additional Expenses**

  In addition to professional services (labor fees):

  1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
  2) **Out-of-pocket expenditures,** such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
  3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
  4) Consultant's **attendance or participation at any public meeting,** whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until June 30, 2021.

Memorandum – DRAFT

To: Gina Gibson-Williams, Community Development Director, City of Eastvale
Miguel Ramirez-Cornejo, Economic Development Senior Management Analyst, City of Eastvale

From: Ken K. Hira, President, Kosmont Companies
Fernando Sanchez, Vice President, Kosmont Companies

Date: March 8, 2021

Subject: **Work Plan for Real Estate Advisory Services**

I. BACKGROUND

Kosmont Companies ("Kosmont" or "Consultant"), Economic Development and Real Estate Advisor to the City of Eastvale ("City" or "Client") pursuant to Agreement for On-Call Professional Services – Economic & Fiscal Impact Analysis as of April 8, 2020. Kosmont was retained in April 2020 (Task Order 1) to prepare market analysis and an Opportunity Site Assessment ("Assessment") of two possible site development scenarios on the northwest corner of Archibald Avenue and Chandler Street. The Assessment helped the City with project direction and inform the new General Plan. The City later hired Kosmont in September 2020 (Task Order 2) for additional economic development and real estate advisory services related to business and developer attraction, real estate strategies and opportunity site evaluations for the Civic Center and development opportunity areas in the southern section of the City (including the Leal Master Plan site), and public-private transaction structuring.

The City has expressed interest in retaining Kosmont for real estate advisory services related to the financial feasibility of developing a portion of the 160-acre Leal Master Plan Site ("Site") for civic and entertainment/commercial uses ("Uses"). Residential is a significant part of the Site. Kosmont proposes the following Work Plan (Task Order 3) and Budget Authorization to assist with continued real estate advisory services.

II. WORK PLAN (TASK ORDER 3)

Approach to Work Plan: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor as staff, nor as serving in a "designated" position.

Task 1: Project Orientation Meeting

- Consultant will discuss Leal Master Plan and Uses with City and the City's development goals for the Site

- Client will provide Kosmont with pertinent information regarding the Site and Uses, including infrastructure requirements and assumptions / estimates of public improvements, off site costs, etc.
- Kosmont will review relevant planning documents to understand the opportunities and constraints of the Site and Uses

The project orientation meeting will take place virtually via the Zoom teleconference platform.

Task 2: Site and Area Reconnaissance

- Consultant will conduct an onsite reconnaissance in order to develop a better understanding of the Site and its environs
- Kosmont will determine existing conditions related to access, visibility, topography, views, suitability for specific development, and other factors as deemed relevant by Consultant
- Using information gathered from Task 1, onsite reconnaissance, and previously prepared Strengths, Weaknesses, Opportunities, and Threats ("SWOT") analysis of the Site, Kosmont will identify relevant development standards to determine current limitations on development potential

Findings from Task 2 will be summarized in memorandum or PowerPoint presentation format.

Task 3: Project Pro Forma / Financial Feasibility Analysis

- Using information gathered in Tasks 1 and 2, Kosmont will assist the City in the preparation of a high level project pro forma / financial feasibility analysis of the Site and Uses
- Kosmont will incorporate market-based assumptions for land uses / potential tenant types, construction costs, operating revenues and expenditures, income capitalization rates, and risk-adjusted financial return / profitability

Findings from Task 3 will be summarized in memorandum or PowerPoint presentation format.

Task 4: Initial Public Private Transaction Outline and Initial Developer and Property Owner Negotiation Support

- Kosmont will outline potential public private transaction points for development of Uses on the Site
- Kosmont will assist the City in initial developer and property owner negotiations on potential public-private transaction structuring

III. INITIAL BUDGET

The initial compensation for Tasks 1 through 4 is $24,900 for professional services (hourly) fees as shown on Attachment A. Future increases in budget will require approval by Client in advance. Budget may be increased by City request at any point in time.

Kosmont appreciates the opportunity to continue to work with the City on this exciting project. Thank you.

ATTACHMENT A

Kosmont Companies
2021 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$375.00/hour
President	$345.00/hour
Senior Vice President/Senior Advisor	$305.00/hour
Vice President	$210.00/hour
Senior Project Analyst	$195.00/hour
Project Analyst/Project Research	$165.00/hour
Assistant Project Analyst/Assistant Project Manager	$125.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Clerical Support	$ 70.00/hour

- **Additional Expenses**

  In addition to professional services (labor fees):

  1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
  2) **Out-of-pocket expenditures,** such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
  3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
  4) Consultant's **attendance or participation at any public meeting,** whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2021.

May 25, 2021

Ms. Gina Gibson-Williams, MPA
Community Development Director
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

Re: Fiscal/Economic Impact Services Proposal for Leal Property Development

Dear Ms. Williams:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal for real estate advisory services to the City of Eastvale ("City" or "Client") in connection with the proposed 160-acre Leal Ranch master planned development ("Project") located at northwest corner of Limonite Ave. and Hamner Ave. in the City.

This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

Developer ("Developer") is in due diligence to purchase the 160-acre property from the Leal family. To assist in evaluating the proposed Project and land use program, the City has requested a net fiscal and economic impact analysis ("Analysis") of the Project at full buildout.

II. SCOPE OF SERVICES

Approach to Scope of Services: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Task 1: Project Orientation

Kosmont will confer with Client to discuss the analytic approach, Project development plan, and various assumptions. On a high level, Kosmont will also review the Urban 3 analysis prepared for the City for context. Kosmont will collaborate with Developer as appropriate.

Task 2: Analysis of Primary Fiscal Revenues
Based on the proposed Project development program and its cost, range of housing types and commercial uses to be provided by the Developer, Consultant will estimate the primary fiscal revenues to be generated by the Project upon full build-out, including property tax, motor vehicle in lieu fees, sales and use tax, hotel taxes, franchise / utility user tax or other revenues deemed relevant by Consultant.

Task 3: Analysis of City General Fund Service Costs

City staff / department heads will identify the incremental increase in general fund service costs expected for the Project. For other expenditure categories, Consultant will develop an average per capita cost model to estimate primary fiscal expenditures that may result from the Project upon full build-out and stabilization, including personnel, operations, and/or other costs related to public works, public safety, community services, community development, administration, and/or other municipal programs, as deemed relevant and applicable by Consultant.

Consultant will project the annual fiscal revenues net of fiscal expenditures, known as the net fiscal impact in today's dollars and with inflation as required by the City.

Task 4: Estimation of Direct Construction-Related Economic Benefits
Based on the estimated construction budget for the Project (to be provided by Developer), Consultant will apply an IMPLAN-based analysis to estimate the direct employment (job creation), labor income (wages), and economic output (value of goods and services produced) benefits to be derived from construction of the Project.

Task 5: Estimation of Direct Economic Benefits from Ongoing Operation
Based on estimated current industry-standard per-square-foot employment densities for the range of tenant types (and/or Client estimates), Consultant will estimate the direct permanent on-site employment and related labor income and economic output benefits as estimated by IMPLAN to be generated from ongoing operation of the Project after build-out and stabilization.

Task 6: Preparation of Analysis Summary Report
Consultant will prepare a Summary Report describing the fiscal and economic benefits from the Project, data sources, assumptions and methodologies utilized and results obtained. Analysis results will be presented in both text and tabular numerical form.

Optional Tasks: Meeting and Presentation Assistance
Kosmont will be available on an as-needed basis for meetings, presentations and/or workshops with public and private sector stakeholders as may be appropriate. Consultant's attendance or participation at any meetings requested by the Client will be billed at the professional services (hourly) fees as shown in the attached Fee Schedule.

III. SCHEDULE AND REQUIRED DATA

Consultant would be prepared to commence work immediately upon receipt of an executed Agreement. Draft Summary Report anticipated to be provided within six (6) weeks following authorization and receipt of requested data.

Consultant requests / requires existing relevant Leal property and Project related data from the City and Developer (e.g., Project description, unit sizes, market study / rent assumptions, estimate of infrastructure costs, Urban 3 analysis, etc.).

IV. COMPENSATION

For this Analysis, Kosmont estimates a budget of $24,000 for professional services (hourly) fees. Future increases in scope and budget will require approval by Client in advance. Budget may be increased by Client at any time.

Consultant anticipates one consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any ***publicly noticed*** *(e.g., City Council, Planning Commission, Public Agency Board, other)* meeting requested by Client is in addition to compensation for Tasks 1 through 6 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Full payment must be received by Consultant before the final written summary or final report of Kosmont's findings is released to Client. Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: https://kosmont.paidyet.com and there are two ways to make a secure credit card payment:

1. Fill in the "***Make a Payment***" form when you go to the link (https://kosmont.paidyet.com), or
2. Call Kosmont Companies' accounting desk (Ms. Charo Martinez; (424) 297-1072) to make a credit card payment

DISCLOSURE: Kosmont Transactions Services, Inc. ("KTS") and Kosmont Real Estate Services, Inc. ("KRES"): Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. ("KRES"). KRES is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KRES is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KRES also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Transactions Services, Inc. ("KTS"). KTS is registered with the Securities and Exchange Commission (CIK# 0001769359) and the Municipal Securities Rulemaking Board as a Municipal Advisor (ID# K1256).

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery

of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein**.**

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed Agreements we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2021

City of Eastvale	**Kosmont & Associates, Inc.** doing business as "Kosmont Companies"
By: _____ (Signature)	By: _____ (Signature)
Name:	Name: Ken K. Hira
Its:	**Its**: President

ATTACHMENT A

Kosmont Companies
2021 Public Sector Fee Schedule

Professional Services

Chairman & CEO	$375.00/hour
President	$345.00/hour
Senior Vice President/Senior Advisor	$305.00/hour
Vice President	$210.00/hour
Senior Project Analyst	$195.00/hour
Project Analyst/Project Research	$165.00/hour
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GIS Mapping/Graphics Service	$ 95.00/hour
Clerical Support	$ 70.00/hour

- **Additional Expenses**
  In addition to professional services (labor fees):

  1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
  2) **Out-of-pocket expenditures,** such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
  3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
  4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

Rates shall remain in effect until December 31, 2021.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 12.14
July 28, 2021

Approve Contract with Nearmap Aerial Imagery Software for a Total Contract Amount of $16,124.66

Prepared By:
Gina Gibson-Williams, Community Development Director

Recommended Action(s)
Staff recommends that the City Council:

1. Approve annual contract with Nearmap Aerial Imagery Software for an amount not to exceed $16,124.66; and
2. Authorize the City Manager to execute all necessary documents.

Summary
The annual software subscription with Nearmap provides Community Development Department with a flyover of the City three times per year and high quality imagery including 3D images, Oblique images, measurement tools, GIS integration, and other additional services are also included with the subscription to aid in the day to day operations of Community Enhancement and Safety, Building, Economic Development, Engineering/Public Works and Planning.

The annual subscription fee is $16,124.66. Since this request would initiate a second year of utilizing the subscription service, the total dollar amount paid to the vendor would be $32,249.32. The software is essential to serving businesses and residents in Eastvale and as such the Community Development Department.

Background

In 2020 the Community Development Department purchased Nearmap aerial imagery software which provides aerial high resolution imagery. The imagery is updated three times per calendar year using flyover technology. This software is actively used by Community Enhancement and Safety, Building and Safety, Economic Development, Engineering/Public Works, and Planning. The high-res, frequently updated aerial maps are used to swiftly identify new business, sharply cut field expenses, and visualize truth on the ground. the maps also serve s "story boards" to show changes in development over time. The software has tool to allow measurement of distances and heights without visiting the physical location to collect data manually.

Environmental

Renewal of the subscription is not a project and is therefore exempt from the California Environmental Quality Act (CEQA).

Strategic Plan Action - Priority Level: 3 | Target #: 7 | Goal #: 6

Develop and Implement a Smart City.

Fiscal Impact

The annual subscription fee is $16,124.66. Since this request would initiate a second year of utilizing the subscription service, the total dollar amount paid to the vendor would be $32,249.32. The Eastvale Municipal Code requires approval at the City Council level for payments to any one vendor over $25,000 pursuant Municipal Code Section 4.06.050. The software is essential to serving businesses and residents in Eastvale and as such the Community Development Department.

The annual subscription is budgeted in the Community Development Department for Fiscal Year 2021/2022 in account 100-301-6490.

Prior City Council/Commission Action

No Prior Council Action.

Attachment(s)

Attachment 1 - Eastvale, CA Renewal Quote 99.pdf

RENEWAL QUOTE

Nearmap US, Inc.
10897 South River Front Parkway, Suite 150
South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	City of Eastvale, CA	**Quote Number**	Q066329
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	05/28/2021
Subscription Term	13 Month	**Account Rep**	Pamela Wilkins pamela.wilkins@nearmap.com
Subscription Start Date	06/01/2021	**Payment Term**	Net 30
Public Facing URL	https://eastvaleca.giswebtechrecruit.com/?sorting=featured%20desc,%20name%20asc&showpropertyonmap=true&mapextent=-13132949.437552404,3997299.1579848607,-13045429.040165994,4052410.2553783986	**Payment Method**	Invoice
Bill To	City of Eastvale, CA Miguel Ramirez-Cornejo 12363 Limonite Ave. Suite 910, Eastvale, California, 91752 9517034462 mramirez@eastvaleca.gov	**Ship To**	City of Eastvale, CA Miguel Ramirez-Cornejo 12363 Limonite Ave. Suite 910, Eastvale, California, 91752 9517034462 mramirez@eastvaleca.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Public Display License for Government	NA	Nationwide	NA
3D Viewer	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
3D Export Pro	10 Square Mile	Nationwide	NA

Subtotal	$16,124.66
Estimated Tax	$0.00
Total	**USD $16,124.66**

ACCEPTANCE OF Q066329 will constitute an Agreement with Nearmap

By selecting "**Yes**" or **signing below**, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in https://www.nearmap.com/us/en/legal/product-agreements applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein.You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The totals in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance: Date:

Full Name: Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Additional Terms and Conditions

The parties agree that the Licensee's license to use and access the Nearmap 3D Export Pro Product will expire on June 30, 2022. Notwithstanding Section 1.3 of the Products Agreement, the initial Term of this Agreement shall not automatically renew for successive 12 month periods.

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

A. Nearmap is a provider of aerial photography and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").

1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.

1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.

1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.

1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.

1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term) the following conditions also apply to the Licensee's use of Government Products:

(a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and

(b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.

1.7 **Allowance for Non-Government Products** Non-Government Products Licensed to the Licensee may be subject to additional Allowance, Periodic Allowance or Periodic Data Allowance terms that are published in the Product Specific Terms and if applicable the Periodic Allowance Section.

1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.

2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).

2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:

(a) machine learning models (including the model form and model parameters);
(b) outputs of machine learning models;
(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

(a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and
(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration method authorized by Nearmap, or other integration methods authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

(a) provide a link to another URL;
(b) upload content or other information to the Website (except as necessary to use the Products);
(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
(d) use the Website in any way to send unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
(e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
(f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
(g) remove any content or information from the Website, other than that permitted under the terms of this License;
(h) falsify the true ownership of a Product or other material or information made available via the Website;
(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
(j) use the Website other than in accordance with this Agreement;
(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
(l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.

2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued or the number of Authorized Users has been exceeded, Nearmap may:

(a) cancel that password/ID;
(b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
(c) immediately cease the Licensee's access to the Product;
(d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
(e) exercise any other right available to Nearmap under the terms of this Agreement or at law.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

(a) allocate such resources as may be necessary to remedy the Fault; and

(b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.

3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products or breach of its security and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.

3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.

4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.

4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.

4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.

4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.

4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

(a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;

(b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;

(c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and

(d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
   (i) License;
   (ii) Products; and
   (iii) Website.

6. TERMINATION AND EXPIRY

6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

(a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;

(b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or

(c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.

6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.

6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:

(a) the License immediately terminates and the Products will no longer be available to the Licensee;

(b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and

(c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.

6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product or Content will pass or be licensed to the Licensee.

7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.

7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

8.1 Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.

(a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html;

(b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (http://aws.amazon.com/agreement/) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
   (i) Privacy Policy

(http://aws.amazon.com/privacy/)

(ii) Acceptable Use Policy (http://aws.amazon.com/aup/)

(iii) Terms of Use (http://aws.amazon.com/terms/)

(iv) Service Terms (http://aws.amazon.com/serviceterms/)

(v) Trademark Guidelines (http://aws.amazon.com/trademark-guidelines/)

(c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (https://www.nearmap.com/us/en/legal/copyright).

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.

9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;

(b) the Licensee's use of the Product for any purpose; and

(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;

(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;

(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and

(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:

(i) use of the Product in violation of this Agreement;

(ii) modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing to modify the portion of the Product applicable to the Infringement Claim; or

(iii) third-party products, services, hardware, software or other materials, or a combination of these with the Products, which would not be infringing without this combination; or

(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will collect, use and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at https://www.nearmap.com/us/en/legal/privacy-policy. The Licensee hereby consents to those collections, uses and disclosures..

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products or anything related to the usage of the product from Nearmap but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and

(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;

(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and

(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature

required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States or Canada except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the License has not purchased a Survey.

17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time-to-time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

(a) the Additional Terms and Conditions;
(b) the Quote;
(c) any Product-Specific Terms; and
(d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business applicable to agreements made and to be entirely performed within that state, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

(a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
(b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
(c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents or mandataries.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or **Periodic Data Allowance** means the data allowance specified in the “Allowance” section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.
Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at here.
Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee’s ordinary business, and at all times excludes any:
(a) Commercial Purpose;
(b) Unlawful Purpose;
(c) Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
(d) Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).
Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.
Products Specific Terms means additional terms and conditions that apply to certain Products, currently located here.
Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its’ License, or renews its License, which may be titled "New Subscription Quote", “Renewal Quote” or “Amendment Quote”.
Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.
Subscription Period means the period stated in the “Subscription Period” column of the Quote.
Subscription Start Date means the date specified in the “Subscription Start Date” section of the Quote.
Survey has the meaning (if any) given to that section 16.1.
Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.
Survey Specification means the survey specification referred to in the Quote.
Term means the term specified in the “Subscription Term” section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, “Term” means the Subscription Period.
Third Party Providers means third party providers of products and services to Nearmap.
Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.
Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:
   a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
   b. **Fair Use Policy** means this policy;
   c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
   d. **Products** has the meaning given to that term in Your Nearmap Agreement;
   e. **Services** has the meaning given to that term in Your Nearmap Agreement;
   f. **You** or **Your** means any customer of Nearmap;
   g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
   h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
   a. restrict Your access to low resolution imagery for the remainder of the month; and/or
   b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   c. restrict Your access for the remainder of the month; and/or
   d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   e. immediately cease Your access to Nearmap; and/or
   f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.1
July 28, 2021

Sales Tax Update

Prepared By:
Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)
Staff recommends that the City Council r eceive and file the sales tax update.

Summary
Sales tax receipts will be redistributed from the County pools to host cities going back to October 1, 2020 for some online retailers. Although the City has only received redistributed payments for Quarter 3 of the 2020-21 fiscal year, the City is expected to receive a true up payment for Quarter 2 of the 2020-21 fiscal year and receive the new revenues for Quarter 4 of the 2020-21 fiscal year.

Sales tax receipts vary from quarter to quarter, with Quarter 2 typically returning the highest receipts and Quarter 3 returning the lowest receipts. As the City has only received one quarter of redistributed funding, it is difficult to accurately project the full impact to the 2020-21 fiscal year and the new 2021-22 fiscal year. At the Council Meeting, Andy Nickerson, CEO of HdL (the City's sales tax consultant), will present projections for both the 2020-21 and 2021-22 fiscal years.

Staff will also present some options on the use of the additional sales tax revenues in the categories of non-operational qualified capital outlay expenditure projects and operational programs.

At this time, budget and reserve commitments will not be amended. Budget amendments and reserve commitments will be adopted by the City Council after a policy decision is made regarding the use of the revenues.

Background

Change in Sales Tax Revenues
Given the amount of available information, it is difficult to project the full impact to the 2020-21 and 2021-22 fiscal year. Staff would like to wait until the true up payment for Quarter 2 of fiscal year 2020-21 and the new revenues for Quarter 4 of 2020-21 have been received to project revenues for the new 2021-22 fiscal year. In 2021-22 there will be revenues exceeding current budget that will be available for use towards on-going operational expenditures and one-time non-operational qualified capital outlay.

In the City Council Strategic plan there are a number of identified priorities which qualify towards one-time capital outlay.

Possible Capital Projects

- Debt service for streetlight lease-purchase agreement
- CIP: City Hall and Library construction
- CIP: Police Station
- CIP: Fire Station
- CIP: Expanded pavement management miles/annual overlay project
- CIP: Expanded pavement management miles/annual slurry seal project
- CIP: Expanded Smart City project
- CIP: Expanded Citywide Branding project
- Public Works Emergency Maintenance equipment
- Improvements to Hamner Place or Citrus Property
- Land purchases
- 15 Freeway corridor land improvements and landscaping, from 60 freeway to Silverlakes
- Backup landscaping
- Reserve medic squad purchase
- Ladder truck purchase
- Land purchases

Possible Operational Uses

- Increased Law Enforcement
- Increased Fire Services
- Other programs

Staff will gather information regarding non-operational capital outlay project costs and operational costs and bring an item to Council in September or October for approval. The item will include information regarding Gann Appropriations Limit implications, operating budget impacts, and fund balance/reserve impacts.

Environmental
Not Applicable.

Strategic Plan Action - Priority Level: 3 | Target #: 3 | Goal #: 6
Ensure that City revenues align with expenditures.

Fiscal Impact
This agenda item does not have a fiscal impact, once sales projections for the current fiscal year are

finalized staff will bring forward a budget amendment to City Council.

Prior City Council/Commission Action

The change in sales tax distribution from the County pools to host cities was discussed at the May 26, 2021 Council Meeting during item 13.1, Interim Financial Report for Fiscal Year 2021-21, Quarter 3 ending March 31, 2021. The redistributing was also discussed at the draft budget presentation on June 9, 2021 and budget adoption on June 23, 2021.

Attachment(s)

Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.2
July 28, 2021

Eastvale Youth Council

Prepared By:

Stephanie Vasquez, Management Analyst

Recommended Action(s)

Staff recommends that the City Council support and encourage an Eastvale Youth Council.

Summary

Youth in the City are forming an Eastvale Youth Council to promote youth engagement in the City and a deeper understanding of local government. The Eastvale Youth Council will give students an opportunity to gain experience in local government and make an impact in our commUNITY. The founding members of the Eastvale Youth Council have expressed a desire for City staff to be involved with their organization, educating members on City Hall operations and providing an opportunity for members to engage directly with City staff. Staff is proposing to meet with the Youth Council monthly from September - May. Each month they will get information from different departments on current city projects. The Youth Council may also pursue community service projects and seek City support in those projects. The Youth Council desires to provide regular updates on its activities at City Council Meetings.

The purpose is to increase a sense of community and unify the youth of Eastvale through community services, education and positive advocacy. The Eastvale Youth Council provides an opportunity for youth to get involved within our city.

Background

On January 29, 2021 City Council hosted a Strategic Workshop and one of the goals determined was to engage Eastvale's youth. Staff has been encouraging youth in the community to determine how a program can be established and how staff can assist.

Environmental
Not applicable.

Strategic Plan Action - Priority Level: N/A | Target #: 6 | Goal #: 2
Ensure the City is inclusive of everyone.

Fiscal Impact
There is no fiscal impact.

Prior City Council/Commission Action
Not applicable.

Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.3
July 28, 2021

Fueling Stations in Eastvale

Prepared By:
Gina Gibson-Williams, Community Development Director

Recommended Action(s)
Staff recommends that the City Council provide feedback on new fueling stations.

Summary
Staff will facilitate a discussion on fueling stations in Eastvale.

Background
There are seven (7) existing and operating fueling stations in Eastvale, three (3) approved but not yet constructed, and 2 under review (See Attachment 1). Staff will facilitate a discussion with the City Council and solicit feedback for future fueling station requests.

Environmental
Discussion items are not considered a project under the Environmental Quality Act (CEQA) as no formal action will be taken by the Council. Therefore, no environmental review is required.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A
Not applicable.

Fiscal Impact
There is no costs associated with this action.

Prior City Council/Commission Action

None.

Attachment(s)

Attachment 1 - Eastvale Fueling Stations

City of Eastvale – Fueling Stations



In Operation:

1. **Chervon Extra Mile** (Riverside and Hamner)
2. **Costco Gas** (Hamner and Cantu-Galleano Ranch)
3. **Vons** (Hamner and Limonite)
4. **Chevron Extra Mile** (Hamner and Limonite)
5. **Ralph's** (Hamner and Limonite)
6. **Chevron Extra Mile** (Limonite and Archibald)
7. **7-Eleven** (Schleisman and Archibald)

Approved, Not Under Construction:

8. **Walmart Gas** (Limonite and Archibald)
9. **7-Eleven** (Limonite and Archibald)
10. **Chevron 7-Eleven** (Hamner and Schleisman)

Proposed, Under Review:

11. **Circle K** (Chandler and Archibald)
12. **Beyond Mart** (Hellman and Limonite)

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.4
July 28, 2021

Introduce Request for Proposal for Owner's Representatives/Program Managers and Bridging Architect for Civic Center Project

Prepared By:

Stephanie Vasquez, Management Analyst

Recommended Action(s)

Staff recommends that the City Council provide general direction for staff to produce an Request for Proposals for an Owner Representative/Program Manager and Bridging Architect with expertise and experience to help City staff expedite design and construction of key government buildings to enhance services for residents and businesses.

Summary

Staff will create and release an RFP for Owner's Representative/Program Management and Bridging Architect for the Civic Center Project. Attached is an example of the RFP.

Background

As part of the Strategic Plan City Council identified developing a Civic Center which will include a City Hall, Public Library/Downtown Community Center, Police Station and third Fire Station as a priority. The firm selected through the RFP process will help us navigate and move through the process focused on performance and delivery.

Environmental

Request for Proposal is exempt from CEQA.

Strategic Plan Action - Priority Level: 1 | Target #: 5 | Goal #: 1

Develop and Construct Civic Center; and Construct a Police Substation building.

Fiscal Impact

There is currently no fiscal impact.

Prior City Council/Commission Action

There has been no prior City Council action.

Attachment(s)

Attachment 1 - Example Eastvale Civic Center RFP.docx

CITY OF EASTVALE

REQUEST FOR PROPOSALS ("RFP")

for a

OWNER'S REPRESENTATIVE/
PROGRAM MANAGEMENT
AND BRIDGING ARCHITECT

for the EASTVALE
CIVIC CENTER – CITY HALL/LIBRARY
POLICE STATION
FIRE STATION
Eastvale, CA

Due Date: _____, 2021 by 3:30 PM PST

For additional information, please contact:

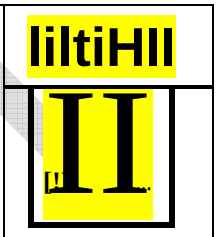
Stephanie Vasquez
Management Analyst – City Manager's Team
CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
svasquez@eastvaleca.gov | **eastvaleca.gov**

City of Eastvale
12363 Limonite Ave, Suite 910
Eastvale, CA 91752

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INTRODUCTION TO THE CITY OF EASTVALE

The City of Eastvale is the second youngest city in California and one of the newest and most vibrant cities in Western Riverside County. Eastvale incorporated on October 1, 2010 and has an ever-growing and very diverse population of over 73,700 residents, making Eastvale one of the fastest growing cities in the State of California. Eastvale is 13.1 square miles and strategically poised between Interstate 15 and California State Routes 91, 60, and 71, making access easy for residents, visitors and businesses alike. Residents and visitors enjoy the metropolitan advantage of the proximity of the Ontario Airport, yet still enjoy the small-town, neighborly charm of our young commUNITY.

Eastvale State of the City 2020	https://www.youtube.com/watch?v-gJETURdP4e4	
City of Eastvale Economic Development	https://www.youtube.com/watch?v-HWtVfM2X10w	
We Are Eastvale	https://www.youtube.com/watch?v=ldWuoh04WOI	

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1. INTRODUCTION

1.1 Overview of the Opportunity

The City of Eastvale ("City") is pleased to present this Request for Proposal (RFP) to Owner's Representatives/Program Managers and Bridging Architects (Respondents) interested in submitting proposals. This project will be delivered as a design build project with Owner's Representative / Program Manager oversight through project completion and will include a master architect to develop bridging documents thru the end of Design Development for the Eastvale Civic Center (the "Project"). The Civic Center will be located in an undefined area within the Leal Master Plan area bound by the following roadways Limonite, Hamner, 58th and Scholar (see attachment "X"). Respondent will work with the City and Leal Master Developer and their consultant team in designing the 'to be' determined parcel(s) within the aforementioned development area.

The Civic Center Project will include the following components:

- City Hall: 35,000 – 40,000 SF
- Public Library/Downtown Community Center: 20,000 – 25,000 SF
- Police Station: 8,000-11,000 SF
- Downtown 3rd Fire Station/Eastvale Emergency Management Center/Community Rooms

The City Hall, Public Library/Downtown Community Center, Police Station will be generally located in the southeast commercial quadrant of the Leal Master Plan as a catalyst for our downtown development. The Fire Station will be generally located in the southeast corner of 58th/Scholar so as to provide service to the northern portion of the City of Eastvale with proximity to the Downtown Leal Project and also provide immediate response to the commercial retail/industrial/logistics corridor north of Bellgrave, along and across the 15 Interstate corridor regionally as part of the Northwest Battalion, as well as the residential neighborhoods and commercial retail/industrial along the Limonite corridor from Hellman to 15 Interstate.

In this RFP, the City will evaluate Respondents' experience, team, proposed approach and references delivering similar capital building projects for local government agencies. Responses to this RFP are sought from Respondents to perform all requisite services related to managing the project thru delivery, developing bridging documents and engaging in public outreach for these facilities. Proven experience soliciting and incorporating public input and feedback and then incorporating it into a placemaking design and development program is critical.

Within this RFP are specific inquiries into the qualifications of the collective team and each of its members, recent examples of projects completed, methods by which value is added to the project, and a request for examples of how public input is sought and applied to develop a public facilities, which serves the needs of the City and the community together in one welcoming place.

Replies are encouraged to include examples of relevant projects the Team has worked on together (if applicable) that demonstrate expertise in undertaking a design build approach requiring public input, identifying the public's expectations, and applying this input to the planning and design of new facilities that clearly met these expectations.

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1.2 Purpose of the Project

The project is intended to serve as a tangible example of a budget compliant, energy- and operationally-efficient and effective, and innovative design solution that creates a 21st century creative, collaborative, welcoming, effective, efficient, entrepreneurial, inclusive, fun, engaging, synergistic, inspirational, interactive, unique, strategic/critical thinking, performance-based and people-centric workplace environment that fosters proactive and positive collaboration and communication amongst public employee teammates and with the community (people and businesses) they strive to serve. The Civic Center should be a community serving and welcoming place, space and destination where people can connect and prosper bringing the outdoors indoors and vice versa in Southern California fashion. And maybe there are opportunities to design the buildings in such a way to blend public and private space and agencies and businesses. The City is creating and building its tomorrow…today.

Collaborative Approach

The City's management and leadership teams are used to working with, and holding accountable, private and public sector cultures to deliver programs, projects and provide services in a manner that exceeds expectations.

Due to the close working relationships required, it is necessary that the prospective Team demonstrate an ability to work courageously, creatively, collaboratively and closely with the City and its stakeholders to provide exceptional experience/expertise and a proven track record with the delivery of projects in the public sector.

Weight in selection is given to Respondents who demonstrate significant direct experience with the approach as outlined, who have experience with public sector civic center project/building types, who have related references which validate their successes with this approach, and who understand the needs of the City. The City is seeking a Team who can provide the necessary services in an innovative and creative way.

We have a belief at the City of Eastvale that we "exceed Eastvale's expectations every day. Somedays we WIN, somedays we LEARN, and yet we are always giving and trying our best." We want to work with a Team that can help lead us through an effective, courageous, creative and collaborative process and knows how to LISTEN, LEARN, and DELIVER.

1.3 Project Description

The Project consists of new Civic Center facilities including a City Hall, Public Library (to be operated by the County of Riverside Library Department), Police Station (to be operated by the Riverside County Sheriff's Department contract), Fire Station (to be operated by the Riverside County/CalFIRE contract), associated outdoor space, and placemaking elements to establish a strong civic identity for the City. A programmatic space needs assessment for the City Hall and Library/Downtown Community Center has been developed for building and parking components and is attached to this RFP (Appendix A) and the Police Station and Fire Station program should be developed as part of this work in collaboration with our City Council Public Safety Ad-Hoc, City Hall Team, RSO and CalFIRE officials. The anticipated total project budget at this time is

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$42 MILLION DOLLARS ($42,000,000) for City Hall/Public Library, $8 MILLION DOLLARS ($8,000,000) for Police Station, and $8 MILLION DOLLARS ($8,000,000) for Fire Station for a total of $58,000,000. These figures are rough estimates but are subject to change. The project duration is anticipated to be XX months.

1.4 Delivery Method

The City plans to utilize a Design Build (DB) method where a Bridging Architect, under contract to the Owner's Representative/Program Manager, develops bridging documents to the end of Design Development for all components of the project. Bridging Architect should anticipate small role in reviewing and providing feedback on Construction Documents produced by the Design Build Entity. The City, at its sole discretion, will proceed with bidding out the bridging documents as a Design Build delivery or utilize an alternative delivery method to complete the project.

1.5 Team

Respondent's team shall consist of, at a minimum, a Team with proven experience and that collectively have the demonstrated ability to effectively apply both the community and City's vision to efficiently and effectively design and deliver the project within the established budget of $58,000,000. The Team shall demonstrate and provide sufficient organization, experienced personnel, and management to complete the Project in an expeditious and economical manner consistent with City interests. The City seeks a Team that has worked together on previous projects of this or greater size, scope, and nature with demonstrated success.

1.6 Questions

All requests for clarification regarding this RFP must be submitted in writing via email to Stephanie Vasquez, Management Analyst, svasquez@eastvaleca.gov and received no later than 5 pm on [insert date]. Written responses to timely questions will be posted on [city's project website] by no later than [insert date].

1.7 RFP Submission Instructions

Completed proposal must be submitted as outlined in Section 2 Submittal Requirements and delivered electronically no later than [insert date] at 3:30 pm PST to Stephanie Vasquez at svasquez@eastvaleca.gov. Proposals received after the due date and time will not be accepted. Copies received by hard copy or fax will not be accepted.

The contents of the proposal must be clear, concise, and complete. There is no maximum page limit for submissions, however please prioritize what you submit that is relevant to this RFP. Please demonstrate that you understand how to add value and prioritize information to your client. If everything is a priority performance project example, then nothing is a priority performance project example.

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1.8 RFP Schedule

Event Description	Date(s)
Issuance of RFP	TBD
Pre-submittal Conference	TBD
Deadline for Proposer Submittal of Questions	TBD
Deadline for City Responses and RFP Addenda	TBD
Proposal Due Date	TBD
Interview of Teams	TBD
Selection of Preferred Respondent	TBD

1.9 City Contact

Respondents should direct inquiries:

Name: Stephanie Vasquez
Title: Management Analyst
Phone: 951.703.4424
Email: svasquez@eastvaleca.gov

All questions and communications should be sent by email (only) directly to the City Contact listed above. No other contact with City staff, elected officials, or consultants shall take place during the selection process in an effort to influence the outcome concerning the RFP. Any attempt to do so will result in the disqualification of the Respondent.

Specific questions regarding the RFP contents shall be sent via e-mail (only) to ensure appropriate tracking and response. All questions received and corresponding answers will be compiled and posted on the City's project website by not later than [insert date] by 5:00PM PST.

The City reserves the right to 1) reject any or all responses; 2) postpone award of the contract for a period not exceed sixty (60) days from the date that replies are due, 3) waive insubstantial or immaterial informalities in the submissions; 4) request modifications during negotiations; and 5) to select and continue working with the highest ranking Team that in its sole discretion best serves the interests of and is of highest value to the City.

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2. SUBMITTAL REQUIREMENTS

A complete, concise, and professional response to this RFP will enable the City's Evaluation Committee to identify the Respondent who will provide the best value to the City and will be indicative of the level of the Respondent's experience and commitment to the proposed Project.

The contents of the proposal must be clear, concise, and complete. There is no maximum page limit for submissions. Each section of the RFP response shall be tabbed and labeled in the order shown below.

2.1. Cover Letter

The cover letter shall introduce the team, its experience, and include a statement that the Project identified in the RFP can and will be performed by the Respondent. The cover letter should include the following information:

- Name, address, telephone for the lead team member firm
- Legal structure of lead company or anticipated entity (e.g. corporation, joint venture, limited partnership, limited liability company, etc.)
- Name, title, address, telephone number, and email address of the person designated as the primary contact for the team
- Names and relationships of all companies included in the proposal submittal (e.g. owner's representative/program manager, architect, etc.)
- Signed by a duly authorized official(s) of lead team member

2.2. Team

Include a complete but succinct description of the proposed team including the identification of the primary Owner's Representative/Program Manager and Bridging Architect, its key project staff members, and a clear identification of the project lead for the day-to-day management of the project.

- Organization Chart: this section shall include an organization chart containing the names of all key personnel, any joint venture partners and consultants with titles and their specific task assigned for this project.

- Team Members' Commitment and Resumes: the capacity of the firms to undertake the Project including the commitment of each individual team member that will be devoted to the Project. All resumes should be provided in a referenced appendix.

2.3. Preliminary Project Approach

In this section, the Respondent shall describe a preliminary approach for the Project, which shall include, but not be limited to, a narrative description of Respondent's approach to the managing the project through delivery consistent with the Design Build delivery structure contemplated in this RFP and a preliminary overall project delivery schedule including key assumptions guiding critical path, project phases, and milestones to be achieved, including but not limited to start and completion of bridging documents thru design development; the anticipated time for CEQA compliance and related assumptions; public outreach; design build entity procurement; completion of design; permitting and approvals; construction of improvements and closeout.

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2.4. Project Experience and References

This section shall be used to provide examples of the Respondent's relevant experience. Project experience profiles should demonstrate the experience of the team in managing and designing projects of a similar scope and complexity of the Project. At least three (3) examples for each product type shall be provided; City Hall, Library, Police Station and Fire Station. Respondents are encouraged to provide specific examples where team members have successfully collaborated on the same project.

- Project Experience: individual project examples shall not exceed one (1) page. Project-related examples shall include, but are not limited to:

    1. Name of the project
    2. Location (address) of project
    3. Firm's role on Project
    4. Key staff
    5. Project description
    6. Construction start and completion date
    7. Total project cost

- References: Provide at least three references for each key team member (Owner's Representative/Program Manager and Bridging Architect) with sufficient information to ensure ease of contact (name, title, phone, email, and if appropriate, the same for an assistant if applicable). References will be individuals who can provide meaningful information related to the projects referenced, and should include full names, titles, company/organization names, relationships to the team member, telephone numbers, and e-mail addresses. Preferred references are executive- and senior-level public officials of a government agency, county, city, or other public agency who have been involved with the project completed by members of the team.

2.5. Fee Proposal (separate file)

As a separate file titled "Proposer Name_Fee Proposal", Proposer shall submit fee for Owner's Representative/Program Manager and Bridging Architect services. Fee proposal shall include a breakdown by project phase, personnel classification, and hourly rate. The fees must include any and all reimbursable expenses to successfully complete the project.

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3. EVALUATION CRITERIA

An Evaluation Committee will be created by the City to evaluate and assess the submitted proposals for "best value". The Evaluation Committee will review and score written proposals in accordance with the following criteria. Following written evaluation, the City may conduct oral interviews with all or a subset of Respondents to further understand team qualifications, approach, and capabilities to deliver on the City's needs and priorities.

3.1. Administrative and Legal Evaluation

Evaluation of the administrative and legal aspects and completeness of the information submitted in each proposal including compliance with all instructions in this RFP are evaluated on a pass/fail basis.

3.2. Evaluation

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each proposal includes the stipulated content, etc., and is presented in the required format, in order for the proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the proposal meets these requirements.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

A. Qualifications and Experience
Weight: 45 points
Considerations: Proposer background and reputation, qualifications of the project team, experience with public approval agencies, experience with public projects, experience with similar services and entities, including but not limited to a minimum requirement of (3) three similar projects per product type (City Hall, Library, Police Station and Fire Station. Preference will be given to Respondents where teams have successfully collaborated on the same project.

B. Technical Review
Weight: 35 points
Considerations: Statement of understanding of the City's needs, work plan, schedule, quality control, training, adequacy of support staff and subconsultant, risk management, and value-added aspects.

C. References
Weight: 10 points
Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, etc.

D. Interview, Presentation, or Demonstration *(Optional at City's Discretion)*
Weight: 10 points
Considerations: Content conveyed or demonstrated in person to the evaluation panel.

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The City may, at its sole discretion, create a shortlist for further evaluation, require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

The City will establish an evaluation panel with responsibility for reviewing all proposals and conducting the evaluation. An initial meeting will be scheduled and held with the evaluation panel members, wherein all relevant documents to the evaluators including the RFP, evaluation worksheets for each proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If the evaluation process includes components such as oral interviews that will be coordinated with evaluators.

Following the evaluation and ranking of the proposals and interview, the City will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer(s). Should the City and top Respondent fail to come to an agreement on fee, the City will have sole discretion in disengaging and moving to the Respondent with the next highest score.

Summary of Evaluation Criteria Scoring	
Qualifications and Experience	45 Points
Technical Review	35 Points
References	10 Points
Written Submittal Total:	90 Points
Oral Interview *(Optional at City's sole discretion)*	10 Points
Cumulative Total *(If necessary)*	100 Points

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4. GENERAL PROVISIONS

A. Prospective Teams are responsible for making all necessary investigations and examinations of documents made available by the City. Failure to do so will not act to relieve any condition of the proposed Agreements or the above requirements. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the prospective Team has made such investigations and examinations. No request for modification of a response to this RFP shall be considered after its submission on the grounds that the Team was not fully informed as to any fact or condition.

B. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this RFP.

C. Any reasonable inquiry to determine the responsibility of the Respondent or any of its individual team members may be conducted by the City. The submission of a response to this RFP shall constitute permission by the Team for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the Team for further consideration.

D. A prospective Team may withdraw their response to this RFP at any time prior to the date and time which is set forth herein as the deadline for acceptance of the Team's response to this RFP.

E. Each prospective Team submitting a response to this RFP agrees the preparation of all materials for submittal to the City and all presentations are at the prospective company or contractor's sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective company or contractor. In addition, each candidate agrees that all documentation and materials submitted with a proposal will remain the property of the City.

F. The City reserves the right to request additional information from the Respondent or any of its individual team members as deemed necessary by the City in order to evaluate the responses to this RFP.

G. The City reserves the discretionary right to reject any and all responses to this RFP and, in the event a response is selected, it may seek to negotiate an agreement with the Team who, in the sole judgment of the City, are deemed the best qualified to provide the services requested.

H. The City in its sole discretion may, or may not, decide to conduct interviews.

I. The City reserves the right to enter into an agreement with a Team at any time, deviate from this Request, reject any or all responses to this RFP, continue to advertise for new RFPs, waive any defects in a response to this RFP, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Team. The submission of a response to this RFP by a Team does not in any way commit the City to enter into an agreement with any prospective Team.

- END –

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EXHIBIT A
BUILDING PROGRAM (CITY HALL AND LIBRARY)

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EXHIBIT B
LEAL RANCH MASTER PLAN AREA

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CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.5
July 28, 2021

Repeal of Single-Family Rental Registration Program

Prepared By:
Erica Vega, City Attorney

Recommended Action(s)
Staff recommends that the City Council introduce, read by title, and waive further reading of the proposed Ordinance repealing the Single-Family Rental Property Registration and Crime-Free Housing Program.

Summary
City staff and the City Attorney are recommending that the City's Single-Family Rental Property Registration and Crime-Free Housing Program be eliminated. In its place, it is recommended that the owner of each single-family rental property receive a business registration for each single-family rental home. The repeal of this program will be presented to the Public Safety Commission at its July 27th meeting for review and feedback.

Background
On October 23, 2013, the City Council adopted Ordinance No. 2013-13 establishing a Single-Family Rental Property Registration, Inspection and Crime-Free Rental Housing Program (the "Program"). The Program requires all single-family homes that are rental properties to be registered with the City, a crime-free lease addendum to be executed by landlords and tenants, and annual interior and exterior inspections of the property. The Program also provides that a landlord only needs one business registration from the City even if they own multiple rental properties. All other businesses are required to have a separate business registration for each physical location.

City staff and the City Attorney have identified several issues with the Program outlined below and are recommending that it be eliminated.

Issue 1: The Program is not achieving its primary goal of reducing illegal cannabis grow houses.

The staff reports and press release for Ordinance No. 2013-13 indicate that the City's primary goal in adopting the Program was to reduce the number of illegal cannabis grow houses in the City. During rental property inspections required by the Program, cannabis grow house operations were not found in any of the properties inspected. Many of the cannabis grow houses operated by tenants that have been shut down by the Sheriff's Department were found to have no valid rental property registration with the City. Cannabis grow houses continue to be a pervasive problem in the City and the Program has had no noticeable impact on the proliferation of cannabis grow houses.

Issue 2: The Program places significant burdens on staff and law-abiding property owners and tenants.

The mandatory annual interior and exterior inspections of every single-family rental property requires a significant amount of staff time. City staff does not have the capacity to fully implement the Program without sacrificing other tasks. Given that the Program is not yielding a noticeable benefit to the City in terms of improved safety, City staff believes that their time is better served on other tasks. Furthermore, the fees the City collects from landlords are insufficient to cover the full costs of implementing the Program, meaning General Fund money is utilized to partially subsidize the Program. From a fiscal standpoint, it would be prudent to reallocate that General Fund money toward more fruitful uses or increase the Program fees for full cost recovery.

Registration and inspection of single-family rental properties also places burdens on the landlords and tenants. No significant substandard conditions have been identified in the process of conducting these inspections, likely due to the relatively young age of the City's housing stock and property values in Eastvale.

Issue 3: Increased scrutiny of similar programs by the federal government.

The Department of Housing and Urban Development and Department of Justice have been scrutinizing similar rental registration and crime-free housing programs in other cities, including ones in the Inland Empire. The City of Hemet repealed its program pursuant to the terms of a Voluntary Compliance Agreement the City entered into with HUD in October 2020. The Agreement was the result of a compliance review conducted by HUD of City programs funded through HUD grants. The City of Hesperia was sued by the Department of Justice in December 2019 regarding its rental registration and crime-free housing program.

One of the issues raised by the federal government is that cities have adopted these programs to purportedly address increased crime from rental housing, but the cities provided no evidence that rental housing generates more crime than owner-occupied housing at the time the programs were adopted.

Environmental

Not applicable

Strategic Plan Action - Priority Level: 1 | Target #: 1 | Goal #: 5

Identify and recommend tools necessary for optimal employee performance.

Fiscal Impact

Repealing the Program would have a positive fiscal impact on the City's General Fund. The General Fund is currently subsidizing the Program and that subsidy would be eliminated.

Prior City Council/Commission Action

October 23, 2013 - Council adopted Ordinance No. 2013-13

Attachment(s)

Attachment 1 - Ordinance repealing rental registration program
Attachment 2 - Ordinance 13-13.pdf

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING THE CITY'S SINGLE-FAMILY RENTAL REGISTRATION AND CRIME-FREE HOUSING PROGRAM

WHEREAS, on October 23, 2013, the City Council adopted Ordinance No. 13-13 establishing a Single-Family Rental Registration and Crime-Free Housing Program (the "Program").

WHEREAS, the Program places significant burdens on landlords and tenants, as well as the City staff that implement the Program, and has not yielded noticeable improvements to the safety of the community and quality of the rental housing stock in the City.

WHEREAS, repealing the Program will remove an unnecessary layer of regulation and free up City resources to focus on efforts that better serve the community, and as such the City Council desires to repeal the Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 110.32 of the Eastvale Municipal Code is hereby repealed in its entirety.

SECTION 2. Section 6.72.070, paragraph (a)(5), of the Eastvale Municipal Code is amended to read as follows:

"(5) In the event that application is made by an owner or agent of single-family residential rental property, the application shall set forth the following information. If an owner owns multiple single-family residential rental properties in the City, a separate business registration certificate is required for each rental property

a. The street address of the single-family residential rental property.

b. Name and current contact information for the owner(s) of the single-family rental housing property, including the contact information of each owner within a separate legal entity such as a corporation, partnership, joint venture, limited liability company that owns the single-family rental housing property.

c. Name and current contact information for the local contact representative."

PASSED, APPROVED AND ORDAINED this 25th day of August, 2021.

_____

Jocelyn Yow
Mayor

RIV #4831-7230-2577 v1

APPROVED AS TO FORM:

_____
Erica Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
City Clerk/Communications Director

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

I, Marc A. Donohue, City Clerk/Communications Director of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 21-XX, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 28th day of July, 2021, and was passed by the City Council of the City of Eastvale at a regular meeting held on the 25th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk/Communications Director

ORDINANCE NO. 2013-13

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

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

SECTION 1. The City Council finds and declares as follows:

1. **WHEREAS,** the City of Eastvale ("City") has experienced an increase in the occurrence of substandard maintenance, unsafe conditions, illegal activity and public nuisances in single-family rental property, especially those rented by absentee landlords; and

2. **WHEREAS,** rental homes are responsible for a disproportionate share of code enforcement and police calls for service that necessitates a disproportionate expenditure of public funds for such properties; and

3. **WHEREAS,** the City Council has mandated a "Zero-Tolerance" policy to illegal activity in the City and hereby determines that these conditions interfere with the health, safety, quality of life, quiet enjoyment and general welfare of the individuals residing near rental homes and may contribute to a decline in the value of surrounding properties; and

4. **WHEREAS,** existing state and local laws have not sufficiently encouraged landlords, particularly absentee landlords, to take reasonable and proactive steps to abate these conditions and to ensure their premises are safe and decent; and

5. **WHEREAS,** it is necessary to implement a "Single-Family Residential Rental Registration, Inspection and Crime-Free Rental Housing Program" to alleviate these problems and improve living conditions for renters and protect the general welfare of individuals in affected neighborhoods; and

6. **WHEREAS,** the City Council has determined that it is necessary to defray the cost of the Single-Family Residential Rental Registration, Inspection And Crime-Free Rental Housing Program through the imposition of regulatory fees which may be set from time to time by Resolution of the City Council to cover the actual costs of implementing and enforcing the program; and

7. **WHEREAS,** the rental and letting of housing is a business and it is necessary and proper to regulate such a business to ensure there is safe and decent housing for persons of all income levels; and

8. **WHEREAS,** through the adoption of this Chapter, the City will implement a new program that is rationally related to encourage upkeep of all single-family rental property for the public health, safety, and welfare of the residents of the City of Eastvale.

SECTION 2. CHAPTER 110.32 IS ADDED TO THE EASTVALE MUNICIPAL CODE TO READ AS FOLLOWS:

"SINGLE-FAMILY RENTAL PROPERTY REGISTRATION, INSPECTION AND CRIME-FREE RENTAL HOUSING PROGRAM

Sections:

110.32.010 - Purpose/scope.
110.32.020 - Definitions.
110.32.030 - Compliance with Applicable Laws and Regulations.
110.32.040 - Rebuttable Presumption.
110.32.050 - Local contact representative.
110.32.060 - Residential Rental Registration Program.
110.32.070 - Inspections.
110.32.080 - Inspection Fees.
110.32.090 - Appeals.
110.32.100 - Self-Certification Program.
110.32.110 – Retention of completed Self-Certification Forms.
110.32.120 - Complaint-Based Inspections.
110.32.130 – Voluntary Inspection Requests.
110.32.140 - Enforcement.

110.32.010 - Purpose/scope.

The purpose of this Chapter is to identify Single-Family Residential Rental Dwelling Units in the City of Eastvale, to ensure that such units afford tenants a safe and decent place to dwell, and to require rental housing with substandard conditions to meet and maintain minimum building and housing code standards, exterior maintenance standards, and to reduce criminal activity. The City Council has determined that requiring that all Single-Family Residential Rental Dwelling Units be registered with the City and inspected, and landlords shall use a Crime-Free Rental Housing Addendum, serves these legitimate governmental interests.

110.32.020 - Definitions.

For the purposes of this Chapter, certain words and phrases used in this Chapter are defined as follows:

"Applicable Laws" means and includes all federal, state and local statutes, ordinances and regulations that pertain to the condition, habitability and safety of Dwelling Units and residential property. Applicable Laws, include, but are not limited to, the State Housing Law (California Health & Safety Code, Sections 17910 et. seq.), (California Health and Safety Code, Sections 11570 et. seq.), and the Eastvale Municipal Code, including but not limited to Title 110 (Buildings and Construction), and Title 120 (Planning and Zoning).

"Building Official" means an individual(s) who is designated by the City Manager to conduct inspections under the provisions of this Chapter.

"City" means the City of Eastvale and its respective departments thereof.

"*Code Enforcement Officer*" means an individual(s) who is designated by the City Manager to enforce Applicable Laws.

"*Crime Free Lease Addendum*" means the lease addendum described in Section 110.32.050.

"*Fair Housing Laws*" means the federal Fair Housing Act, as amended, (42 U.S.C. Sec. 3601 et seq.), the California Fair Housing and Employment Act (Government Code Sec. 12900 et seq.), and the Unruh Civil Rights Act (Civil Code Sec. 51).

"Local property management company" shall mean an entity that is responsible for the day-to-day maintenance, upkeep and security of the property and is operated by a person who is licensed with the California Department of Real Estate as a real estate broker.

"Local property manager" shall mean a person who is responsible for the day-to-day maintenance, upkeep, and security of the property. The local property manager may be the owner of the property.

"Occupant" or "Tenant" means any person who occupies a rental property, whether as a tenant or permittee of the Owner.

"Owner" or "Property Owner" means a single individual, partnership or joint venture or any entity that has any kind of ownership interest in a rental property whether as an individual, partner, joint venture, stock owner, or ownership interest in some other capacity or the owner's designee, which may include a local management company. If more than one person or an entity owns the subject real property, owner or property owner refers to each person or entity holding any kind of ownership interest in the property, and the property owners' obligations in this Chapter are joint and several as to each property owner. Owner shall also mean any person having legal title to real property, including all individuals shown as owners on the last equalized assessment roll of the Riverside County Assessor's Office, or an Owner's Authorized Representative.

"Single-Family Residential Rental Property," "Rental Property" or "Residential Rental Dwelling Unit" means a dwelling unit as defined in Chapter 120.06 of the City Planning and Zoning Code, in a single structure, and is occupied or for occupancy by a person(s) other than

the owner of the unit and includes the premises on which said rental property is situated and any common areas, including but not limited to parking lots, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, and spas. For the purpose of this Chapter, the following types of dwelling units or facilities are not considered single-family rental residential rental property:

(a) Multi-family dwelling housing units as defined in Chapter 120.06 of the City Planning and Zoning Code;

(b) Hotels or motels.

(c) Accommodations in any hospital, extended care facility, residential care facility, convalescent home, nonprofit home for the aged, or dormitory that is owned and operated by an education institution.

(d) Mobile home parks.

"This Code" means the City of Eastvale Municipal Code.

110.32.030 - Compliance with Applicable Laws and Regulations.

Nothing in this Chapter shall be construed to:

1. Excuse, waive, limit, or modify any requirements or obligations in the Applicable Laws;

2. Limit any right of the City to investigate and abate nuisances or to enforce any provisions of the Applicable Laws or any other provision of law; or

3. Conflict with any rights or obligations under the Fair Housing Laws or the Americans with Disabilities Act, as amended.

110.32.040 - Rebuttable Presumption.

For the purpose of this Chapter, if the water bill or electrical bill for a property is in a different name than that of the property owner or if the water bill or electrical bill is in the owner of record's name, but mailed to an address other than the property address, it shall be a rebuttable presumption that the property is a rental property. This presumption can be rebutted by the owner of record providing reasonable documentation to the City that the property is owner occupied or is not being used for rental income.

110.32.050 - Local contact representative.

A. For purposes of this Chapter, all Owners of Residential Rental Property shall designate a local contact representative with full authority to act on behalf of the Owner for all purposes under this Chapter, including the acceptance of service of all notices from the City. The owner of Residential Rental Property may act as the local contact representative.

B. A local contact representative must establish and maintain, at all times, a local telephone number and a residence or business address within 50 miles of Eastvale City Hall. A local contact representative shall be accessible by the City through that local telephone number 24 hours/7 days a week.

110.32.060 - Residential Rental Registration Program.

A. Registration Required. As a condition of exercising the privilege of renting or leasing a Rental Property to any person and/or entity, the Owner of the Residential Rental Property shall register with the City for a Business Registration Certificate in conformance with all requirements of the Business Registration regulations identified under Chapter 6.72 of this Code.

1. Contents of Registration and Payment of Fees. The Registration form shall contain all of the information required under Section 6.72.070 of Chapter 6.72 of this Code and shall be accompanied by payment of the registration fee set forth in Section 6.72.110 of Chapter 6.72, the inspection fee required under Section 110.32.080 and a certification, signed by the Owner, that he or she will comply with and enforce the Crime-Free Lease Addendum required by this Section 110.32.060 B.

2. Non-Transferrable. Registration pursuant to this Chapter is non-transferrable to a new Owner of the Residential Rental Dwelling Unit(s).

3. Failure to Register. If the Owner of Residential Rental Dwelling(s) fails to register or reregister such units in compliance with this Chapter, the Building Official shall register or reregister said units in the name of the owner and set a date and time for initial inspection of said units, and shall send written notification to the Owner that the property has been so registered and advising of the date and time set for inspection, accompanied with a bill for the registration/processing fee and the total initial inspection fee for each unit, and include information on the self-certification program.

4. Revocation. Registration for a Residential Rental Dwelling Unit may be revoked if the City determines that the Owner has violated paragraph B of this Section or has failed to pay any required registration, inspection, and/or re-inspection fees, or if the Residential Rental Dwelling Unit has been cited by a City or County employee for, or received written notice from a City or County employee of, a violation of the Applicable Laws, and the Owner has failed to remedy such violation within the period of time specified in the citation or written notice. The City shall provide written notice of the revocation to the Owner, which is appealable pursuant to Section 110.32.080.

B. Crime-Free Lease Addendum. The Owner of a Residential Rental Dwelling Unit shall include a Crime-Free Lease Addendum in substantially the following form in all rental agreements and leases executed after November 8, 2013.

CRIME – FREE LEASE ADDENDUM

In consideration of the execution or renewal of this lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person affiliated with the resident agree to live a "crime free lifestyle" and shall not engage in criminal activity, including drug related criminal activity, on or off the said premises. "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in § 102 of the CONTROLLED SUBSTANCE ACT (21 U.S.C. 802).

2. Resident, any member of the resident's household or a guest or other person affiliated with the resident shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the said premises.

3. Resident, any member of the resident's household or a guest or other person, whether or not affiliated with the resident shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity.

4. Resident, any member of the resident's household or a guest, or other person affiliated with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health and Safety Code § 11350, et seq, at any locations, whether on or off the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household or a guest, or other person affiliated with the resident shall not engage in any illegal activity, including: prostitution as defined in Penal Code § 647(b); criminal street gang activity, as defined in Penal Code § 186.20 et, seq; assault an battery, as prohibited in Penal Code § 240; burglary, as prohibited in Penal Code § 459; the unlawful use and discharge of firearms, as prohibited in Penal Code § 245; sexual offenses, as prohibited in Penal Code 245; sexual offenses, as prohibited in Penal Code §§ 269 and 288.
6. Resident, any member of the resident's household or a guest, or other person affiliated with the resident shall not engage in any nuisance activity as defined in Civil Code § 3479 and/or any condition as defined in Chapter 8.18 et seq., of the Eastvale Municipal code, or any condition declared and deemed by the City Council of the City of Eastvale to constitute a nuisance, or any violation of the Eastvale Municipal Code

7. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It

is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provide by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

9. This lease addendum is incorporated in the lease executed or renewed this day between Owner and Resident.

110.32.070 - Inspections.

A. Annual Inspections. All Residential Rental property located in the City shall be subject to an annual inspection by the City for compliance with applicable laws. The anniversary date for annual inspections shall be calculated from the date the Owner received the first Residential Rental Registration pursuant to Chapter 6.72 of this Code.

B. Notice of Inspection and Procedures.

1. After receiving a completed Residential Rental Registration from an Owner, the City will conduct an exterior and interior inspection of the Residential Rental Dwelling Unit to identify violations of the Applicable Laws.

2. The notice of inspection shall provide a minimum of 14-days notice. Notice shall be mailed to the owner, the local contact representative at their last known address, and occupant. In the case of multiple owners of the same property, notice to any one of the property owners is sufficient notice.

3. In the event an Owner, local contact representative or tenant in possession of the property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law to cause an inspection to take place, provided reasonable cause exists to believe that a violation of the Municipal Code or State law exists on the subject property.

4. If the City is not able to obtain the consent of the Owner, a local property management company or occupant of the Residential Rental Dwelling Unit to conduct an inspection, the City shall withhold the Owner's Residential Rental Registration until inspection is finalized. If the tenant/occupant refuses entry for interior inspection, Owner will not be fined or penalized.

C. City Code Enforcement Officers and/or Building Official will be responsible for conducting the inspections authorized by this Section. However, the City may request that other City departments and/or Riverside County enforcement agencies participate in the inspection process.

D. After completion of the inspection, the City shall send a written report of the inspection to the Owner. The report shall contain:

1. An itemization of any violations of the Applicable Laws identified during the inspection;

2. The period of time for correcting each of the identified violations;

3. A statement that the City will re-inspect the Residential Rental Dwelling Unit at the end of the period of time for correction;

4. The amount of the Re-inspection Fee and the date by which the Re-inspection Fee must be paid; and

5. A statement that if the violations are not corrected within the period of time for correction the City will not issue the Owner's Residential Rental Registration Certificate and the City may pursue legal action as authorized under this Chapter to abate such violations.

6. If no violations are found as a result of the inspection, the inspection report shall state so and City shall issue the Residential Rental Registration Certificate to the Owner.

E. Annual inspections under this Section 110.32.070 shall be conducted upon renewal of the Residential Rental Registration which the Owner has previously registered with the City as required under Chapter 6.72 of this Code.

110.32.080 - Inspection Fees.

A. Fees for the administration and enforcement of the regulatory program established by this Chapter shall be set by resolution of the City Council and shall not exceed the City's actual cost of providing the services. Fees shall include, without limitation, an initial inspection fee, a re-inspection fee, and a fee to file an appeal. Owners are also subject to the Business Registration fees set forth in Chapter 6.72 of this Code.

B. The Owner of a Residential Rental dwelling unit shall pay an annual inspection fee to the City sufficient to pay the costs of the City's annual inspection pursuant to this Chapter.

C. Owners qualified for the Self-Certification Program under Section 110.32.100 shall pay the annual Inspection fee the first year of participation and thereafter shall not be subject to annual inspections nor required to pay any annual inspection fee. If an Owner is removed from the Self-Certification Program he/she shall become subject to annual inspections and annual inspection fees.

110.32.090 - Appeals.

A. Any recipient of an administrative citation may contest the citation by the procedures set forth in Section 1.16.070 of this Code.

B. Any party to an administrative citation hearing may appeal from an adverse

ruling in accordance with the procedures in Section 1.16.070 of this Code.

110.32.100 - Self-Certification Program.

A. Well-maintained rental property with no outstanding violations of any Applicable Laws may qualify to participate in the Self-Certification Program. Qualifying properties will not be subject to annual inspections; provided that conditions of the rental property do not deteriorate during that time to the point where the rental property would no longer meet eligibility standards for the Self-Certification Program.

B. To qualify for the Self-Certification Program, a property owner must:

1. Complete the Self-Certification Program application packet provided by the City; and

2. Pay the annual inspection fee and any other fees required by this Chapter; and

3. Conduct a self-inspection of all exterior and interior site conditions of each rental property or properties for compliance with the requirements of the Self-Certification form provided by the City; and

4. Immediately make any repairs to the Residential Rental unit(s) that are necessary to achieve compliance with the requirements of the Self-Certification form; and

5. Complete the Self-Certification form and certify that conditions at the rental property or properties meet the exterior and interior standards listed on the Self-Certification form.

6. Return the completed Self-Certification form to the City.

C. Upon receipt of a completed Self-Certification form the City shall inspect the rental property. If the City determines that the property is qualified to participate in the Self-Certification Program a certificate of compliance will be issued and the property owner will not be subject to annual inspections thereafter. The Owner shall provide a copy of the Self-Certification Program certificate of compliance to the occupants of the corresponding Residential Rental property unit. Recertification in the Self-Certification Program shall be required every year for each Residential Rental Unit and upon each change in tenancy.

D. If the City determines that the property is not eligible to participate in the Self-Certification Program, then the residential rental property shall be subject to inspection and the property owner shall be assessed the annual inspection fee as well as any other applicable fees.

E. At all times, the City shall retain the authority to investigate and address any violation of applicable laws.

F. Any property owner that fails to maintain a rental property to meet all of the standards listed on the Self-Certification Program's checklist, or is found to have caused to allow conditions, identified in the Crime-Free Addendum to exist, shall immediately be removed from the Self-Certification Program and become subject to annual inspections.

G. It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required on the Self-Certification form.

110.32.110 – Retention of completed Self-Certification Forms.

A. The property's local contact representative shall retain all certificate(s) of compliance for at least three (3) years from the date the certificate of compliance was issued by the City.

B. The local contact representative shall produce all certificate(s) of compliance to the City's Building Official upon request.

110.32.120 - Complaint-Based Inspections.

Nothing contained in this Chapter shall prevent or restrict the City's authority to inspect any rental property in response to a complaint alleging code violations or violations of Applicable Laws and to pursue all remedies permissible under this Code or applicable laws.

110.32.130 - Voluntary Inspection Requests.

Nothing contained in this chapter shall be construed to prohibit a property owner or occupant from voluntarily requesting an inspection pursuant to this chapter to determine whether the rental property complies with applicable laws.

110.32.140 - Enforcement.

A. Violations Identified During Inspection. If, after a report of inspection is issued pursuant to Section 110.32.070D, the Owner fails to correct a violation of the Applicable Codes identified in the report of inspection within the time allowed, the City may issue an administrative citation pursuant to Section 1.16.070 of this Code, issue a notice of intent to abate pursuant to Section 8.10.030 of this Code, or may take any other action authorized by law to enforce the provisions of this Code, including, without limitation, a petition to the Superior Court for the appointment of a receiver over the property.

B. Failure to Pay Fees. Should an Owner fail to timely pay the annual inspection fee or any re-inspection fee, the City is authorized to recover it, plus accrued interest and penalties, utilizing any remedies authorized by law.

C. Violation of Section 110.32.070. Owners who fail or cause to fail to give consent to inspections required under Section 110.32.070 may be subject to an administrative citation in accordance with Section 1.16.070 of this Code, or may take any other action authorized by law to enforce the provisions of this Chapter.

D. Strict Liability. Violations of this Chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this Chapter shall be subject to prosecution under this Chapter, Section 1.01.220 of this Code, and/or Section 11570 et. seq. of the California Health and Safety Code (Drug Abatement).

E. Revenue and Taxation Code. The City may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The City is also authorized to bring an action under the Business and Professions Code for unfair business practices.

F. Attorneys' Fees. In an action, administrative proceeding, or special proceeding to abate a violation of this Chapter, the prevailing party may recover Attorneys' fees pursuant to Government Code Section 38773.5. Recovery of Attorneys' fees is limited to those individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own Attorneys' fees. An award of Attorneys' fees to a prevailing party shall not exceed the amount of reasonable Attorneys' fees incurred by the City in an action, administrative proceeding, or special proceeding.

SECTION 3. Severability.

If any provision, section, paragraph, sentence or word of this Chapter is determined or declared invalid by any final court action in a court of competent jurisdiction or if the application of any provision, section, paragraph, sentence or word of this Chapter is inapplicable to a specific situation by reason of any preemptive state or federal legislation or regulation, the remaining provisions, sections, paragraphs, sentences or words of this Chapter shall remain in full force and effect.

SECTION 4. CEQA Exemption.

The adoption of this Ordinance and the implementation of the regulatory programs of this Ordinance do not require further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, in view of the fact that the regulatory programs are hereby enacted, apply to

existing structures and buildings and are intended to provide for continuous and appropriate maintenance and protection of such structures and buildings for so long as the structures and buildings may remain unoccupied or vacant.

SECTION 5. Effective Date: This Ordinance shall become effective 30 days from the date of its adoption.

PASSED, APPROVED AND ADOPTED this 23rd day of October, 2013.

Ike Bootsma, Mayor

Attest:

Ariel Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

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

I, Ariel M. Hall, Assistant City Clerk of the City of Eastvale, do hereby certify that the foregoing Ordinance Number 2013-13 was duly and regularly adopted by the City Council of the City of Eastvale at a regular meeting held the 23rd day of October, 2013, by the following vote:

AYES: Council Members Welch, Howell, Mayor Pro Tem Rush, Mayor Bootsma

NOES: Council Member DeGrandpre

ABSENT: None

ABSTAIN: None

Assistant City Clerk, Ariel M. Hall, CMC

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.6
July 28, 2021

Potential Implementation of Zoom at City Council & Commission Meetings

Prepared By:

Marc A. Donohue, City Clerk/Communications Director

Recommended Action(s)

Staff recommends that the City Council provide direction on the potential implementation of zoom at City Council & Commission meetings.

Summary

There have been previous discussions at City Council meetings on the potential implementation of Zoom for future City Council and Commission meetings, in order to allow for "live" public comment. If zoom were to be implemented, staff would still need to utilize the Granicus live-stream of meetings as it works in conjunction with our voting module, agenda management system, and City website.

Implementing zoom would also require an additional staff member from the City Clerk's Office to attend City Council and Commission meetings to assist with running the zoom software and the Granicus live-stream.

Background

Due to State executive orders modifying the Brown Act and restrictions during the COVID-19 pandemic, the City had been utilizing GoToWebinar for remote access to City Council and Commission meetings since April 2020. In December 2020, the City began live-streaming City Council & Commission meetings on the City's website. Following implementation of live-streaming, statistics have shown the public had transitioned from utilizing GoToWebinar to watching meetings via live-stream. At the June 23, 2021 City Council meeting, the City Council provided direction to discontinue

to use of GoToWebinar.

Environmental
Not applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A
Not applicable.

Fiscal Impact
The cost for a zoom account for City Council & Commission meetings is $200 annually. The cost to have an additional staff member from the City Clerk's Office to help run the zoom software is approximately $12,000 in annual overtime costs, depending on the number and the length of meetings throughout the year.

Prior City Council/Commission Action
The City Council provided direction to discontinue the use of GoToWebinar at City Council and Commission meetings at their June 23, 2021 meeting.

Attachment(s)
Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 14.7
July 28, 2021

League of California Cities 2021 Annual Conference Delegate and Alternate(s)

Prepared By:

Marc A. Donohue, City Clerk/Communications Director

Recommended Action(s)

Staff recommends that the City Council appoint members of the City Council to serve as the City's delegate and alternate(s) at the League of California Cities' 2021 Annual Conference.

Summary

The 2021 League of California Cities Annual Conference is scheduled for Wednesday, September 22 through September 24, 2021, and will be held In Sacramento. One important aspect of the Annual Conference is the annual Business Meeting when the membership considers and takes action on resolutions that establish League Policy. In order to vote at the Business Meeting, the City Council must designate a voting delegate and appoint up to two alternate voting delegates.

Background

To expedite the conduct of business every City is requested to designate a voting representative and two alternates who will represent the City at the Business Meeting. League bylaws provide that each city is entitled to one vote and to determine a city position in matters affecting municipalities or League policy matters.

Environmental

Not Applicable.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A

Not Applicable.

Fiscal Impact

Expenses associated with the League of California Cities 2021 Annual Conference will be charged to the Meetings and Conferences account of the City Council's budget.

Prior City Council/Commission Action

The City Council on September 9, 2020, voted to appoint Clint Lorimore as the City's delegate and Todd Rigby and Jocelyn Yow as the City's alternates.

Attachment(s)

Not Applicable.