CITY OF EASTVALE

REGULAR CITY COUNCIL/EASTVALE PARKING AUTHORITY/EASTVALE PUBLIC FINANCING AUTHORITY MEETING AGENDA

12363 Limonite Avenue Suite 910, Eastvale, CA 91752
Closed Session Meeting: 5:30 PM
Regular City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting: 6:30 PM
Wednesday, February 12, 2025

City Councilmembers

Michael McMinn, Mayor/Chair
Jocelyn Yow, Mayor Pro Tem/Vice Chair
Christian Dinco, Councilmember/Board Member
Clint Lorimore, Councilmember/Board Member
Todd Rigby, Councilmember/Board Member
Mark Orme, City Manager/Executive Director
Erica Vega, City Attorney/General Counsel
Marc Donohue, Government Services Director/City Clerk/Secretary

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 at www.eastvaleca.gov and may provide public comment by sending comments to the City Clerk's Office by email at cityclerk@eastvaleca.gov. Staff 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 before the agenda item is heard but before the close of the meeting, the comment will all 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)**

4.1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency designated representatives: Mayor Michael McMinn, City Attorney Erica Vega Unrepresented employee: City Manager Mark Orme

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. **PRESENTATIONS/ANNOUNCEMENTS**

8.1. Black History Month Proclamation

9. **AGENCY PARTNER UPDATE(S)**

10. 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.

11. 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.

11.1. City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting Minutes

Submitted by: Marc A. Donohue, Government Services Director/City Clerk/Secretary

RECOMMENDED ACTION(S):

Staff recommends that the City Council/ Eastvale Parking Authority/Eastvale Public Financing Authority approve the City Council/Eastvale Parking Authority/Eastvale Public Financing Authority meeting minutes from the regular meeting on January 22, 2025.

11.2. City of Eastvale Crime Statistics – December 2024

Submitted by: Johnny Terfehr, Community Safety Director

RECOMMENDED ACTION(S):

Staff recommends that the City Council receive and file the Eastvale Crime Statistics for December 2024.

11.3. Acceptance of Public Improvements of Parcel Map 37492, Hamner Place Project, LCD Hamner Place Retail, LLC – Located at the East of Hamner Avenue at the terminus of Schleisman Road.

Submitted by: Jimmy Chung, Public Works Director/City Engineer

RECOMMENDED ACTION(S):

Staff recommends that the City Council adopt a Resolution accepting as complete the Public Improvements for Parcel Map 37492 (Hamner Place, PW18-10712) and release securities accordingly.

11.4. Acceptance of Public Improvements for the Vantage Point Church (VPC) Project - Located at the northeast corner of Archibald Avenue and Prado Basin Park Road (APN 130-080-037 & 036)

Submitted by: Jimmy Chung, Public Works Director/City Engineer

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt a resolution accepting as complete the public improvements for Phase 1 and Phase 2 of the Vantage Point Church (Project No. PW18-10366).

11.5. Declaring Intention to Establish a Community Facilities District (CFD) and to Authorize the Levy of Special Taxes Therein – Community Facilities District No. 2025-01 (Limonite)
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt the Resolution Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein for Community Facilities District No. 2025-01 (Limonite).

11.6. PLN24-20102 – Change of Zone from SP – Specific Plan Zone (I-15 Corridor Specific Plan) to R-3 – General Residential Zone for the southernmost 10.01-acre portion of APN 152-640-004 (Vernola) - (Second Reading)
Submitted by: David Murray, City Planner

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt an Ordinance entitled: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP FROM SP – SPECIFIC PLAN ZONE (I-15 CORRIDOR SPECIFIC PLAN) TO R-3 – GENERAL RESIDENTIAL ZONE FOR THE SOUTHERNMOST 10.01 ACRES OF APN 152-640-004 CONSISTENT WITH THE CITY OF EATVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN.

11.7. PLN24-20103 and PLN24-20104 - Zoning Code Amendment to establish the Residential Opportunity (RO) Overlay Zone and Change of Zone to apply the Residential Opportunity Overlay Zone to the approximately 20.46 acres of the Eastvale Gateway 1 (North) property (Second Reading)
Submitted by: David Murray, City Planner

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

1. Adopt an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING TITLE 120 (PLANNING AND ZONING) OF THE EASTVALE MUNICIPAL CODE TO ADD CHAPTER 120.10 ESTABLISHING THE RESIDENTIAL OPPORTUNITY OVERLAY ZONE; and
2. Adopt an Ordinance entitled: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP TO APPLY THE RESIDENTIAL OPPORTUNITY (RO) OVERLAY ZONE TO APPROXIMATELY 20.46 ACRES OF THE GATEWAY 1 (NORTH) PROPERTIES LOCATED ON THE NORTHEAST CORNER OF LIMONITE AVENUE AND HAMNER AVENUE, CONSISTENT WITH THE CITY OF EASTVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN.

11.8. Declaration of Land as Exempt Surplus, Authorizing a Lot Line Adjustment Application, and Authorizing the Sale of the Land
Submitted by: Erica Vega, City Attorney

RECOMMENDED ACTION(S):
It is recommended that the City Council adopt a resolution declaring approximately 900 square feet of the City-owned property within the Hamner Place shopping center as exempt surplus under the Surplus Land Act, authorizing the submission of a lot line adjustment application to adjust the boundary line between the City parcel and the adjacent parcel owned by Eastvale Palace LLC, and authorizing the City Manager to execute a Purchase and Sale Agreement with Eastvale Palace LLC for the exempt surplus area.

11.9. Approval of Professional Services Agreement with Community Services Event (California Culture Festivals) for Vendor Sales and Operations Services
Submitted by: Enswins Cordero, Assistant Director of Community Services & Recreation

RECOMMENDED ACTION(S):
Staff recommends that the City Council authorize the City Manager to enter into an agreement with California Cultural Festivals for the management of retail and food vendor operations during the Eastvale Lantern Festival, at no direct cost to the City, for a term of one year, subject to the terms and conditions as outlined in the agreement.

12. PUBLIC HEARING(S)

13. CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY/EASTVALE PARKING AUTHORITY BUSINESS

13.1. Disclosure Training related to anticipated Civic Center Project Lease Revenue Bond Financing
Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive Disclosure Training as mandated by the Securities and Exchange Commission (SEC).

13.2. Quarterly Economic Development Updates
Submitted by: Alexander Fung, Economic Development Manager

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

14. CITY MANAGER/CITY STAFF REPORT

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

16. ADJOURNMENT

The next regular meeting of the Eastvale City Council/Eastvale Public Financing Authority/Eastvale Parking Authority is scheduled for Wednesday, February 26, 2025, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

17. 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

MINUTES
CITY OF EASTVALE

CITY COUNCIL/EASTVALE PARKING AUTHORITY/EASTVALE PUBLIC FINANCING AUTHORITY MEETING
Wednesday, January 22, 2025
Regular Meeting: 6:30 PM

City Hall 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/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting was called to order at 6:30 p.m. by Mayor/Chair McMinn.

2. ROLL CALL

Present: Councilmembers/Board Members Christian Dinco, Clint Lorimore, Todd Rigby, Mayor Pro Tem/Vice Chair Jocelyn Yow, and Mayor/Chair Mike McMinn.

Absent:

City Staff Present: City Manager/Executive Director Mark Orme, City Attorney/General Counsel Erica Vega, and Government Services Director/City Clerk/Secretary Marc Donohue were present at Roll Call. Other staff members were present.

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEM(S)- None

5. INVOCATION

Pastor Matt Miles from Hillcrest Baptist Church offered the invocation.

6. PLEDGE OF ALLEGIANCE

Mayor McMinn led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Military Banner Presentation

A military banner was presented to Victor Camacho – Marines.

8.2 Eastvale Volunteer Recognitions

Members from the City of Eastvale's Volunteer Program were recognized.

9. AGENCY PARTNER UPDATES – None

10. PUBLIC COMMENT – None

11. CONSENT CALENDAR

On motion of Councilmember/Board Member Rigby second by Mayor Pro Tem Yow/Vice Chair Yow, the City Council/Eastvale Parking Authority voted unanimously to approve the Consent Calendar.

11.1 City Council Meeting Minutes

The City Council approved the City Council/Eastvale Parking Authority approve the City Council/Eastvale Parking Authority meeting minutes from the regular meeting on January 8, 2025.

11.2 Treasurer's Report: December 2024

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

11.3 Planning Division Update

The City Council received and filed the Planning Division Update.

11.4 Public Works Department Update

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

11.5 Approval of First Amendment to the Professional Services Agreement with the T.Y.Lin International for the Limonite Gap Closure Pedestrian Bridge Project

The City Council approved the First Amendment to the Professional Services Agreement with T.Y. Lin International for the Limonite Gap Closure Pedestrian Bridge Project, increasing the contract amount by $27,894.

11.6 Fourth Contract Amendment with Geocon West Inc. for the Eastvale Civic Center

The City Council authorized the City Manager to execute a contract amendment with Geocon to provide a supplemental geotechnical investigation for an additional amount of $10,540 for a total not-to-exceed amount of $80,365.

11.7 A Resolution of the City Council of the City of Eastvale Approving, Authorizing, and Directing the Execution of an Operations Agreement by and between the City of Eastvale and the Eastvale Public Financing Authority

The City Council:

1. Approved and adopted Resolution 25-06, authorizing and directing the execution of an operations agreement by and between the City of Eastvale and the Eastvale Public Financing Authority; and
2. Approved and adopted an agreement to provide staffing and administrative services to the Eastvale Public Financing Authority (the "EPFA") in the form attached hereto as Attachment 2 (the "Operations Agreement").

11.8 Actions Relating to the Organization of the Eastvale Public Financing Authority

The Board of Directors of the Eastvale Public Financing Authority (the "EPFA") approved Resolution 25-01 approving, authorizing and directing the following actions:

1. Approved the Bylaws of the EPFA; and
2. Authorized the Executive Director to execute an Operations Agreement, substantially in the form submitted herewith, by and between the City of Eastvale and the EPFA; and
3. Confirmed the City Council as the EPFA governing board and the City executive staff members to serve as executive staff of the EPFA and other matters as provided in the Bylaws of the EPFA submitted herewith; and
4. Adopted the City's current Personnel Rules and Regulations and Conflicts of Interest Code as the EPFA's Personnel Rules and Regulations and Conflicts of Interest Code.

Additionally, the Board of Directors directed the City Clerk of the City of Eastvale, serving as the EPFA Secretary, to file a notice of the Joint Exercise of Powers Agreement with the California Secretary of State pursuant to and in the form required by Government Code § 6503.5 and file a copy of the Joint Exercise of Powers Agreement with the Riverside County Local Agency Forma on Commission pursuant to Government Code § 6503.8.

11.9 Resolution of the Board of Directors of the Eastvale Public Financing Authority Providing for the Issuance of the Federally Tax-Exempt Lease Revenue Bonds to

Finance the City of Eastvale Civic Center Project and Approving Certain Acts in Connection Therewith

The Board of Directors of the Eastvale Public Financing Authority (the "EPFA") adopted and approved Resolution 25-02, providing for the issuance of Lease Revenue Bonds and reimbursement of certain city expenditures from tax-exempt bond proceeds.

11.10 Debt Management and Disclosure Policy and Fund Balance Policy Update

The City Council approved and adopted the revised Debt Management and Disclosure Policy and revised Fund Balance Policy.

11.11 Update of the City's participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) program, amending Chapter 4.72 of the Eastvale Municipal Code and the TUMF Fee Schedule (Second Reading)

The City Council adopted Ordinance 25-01, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING CHAPTER 4.72 OF THE EASTVALE MUNICIPAL CODE REGARDING THE CITY'S PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM.

11.12 Adoption of the List of Prequalified Contractors to Bid on the Eastvale Civic Center Project

The City Council adopted the list of prequalified contractors to bid on the Eastvale Civic Center project.

11.13 Adoption of the List of Prequalified Contractors to Bid on the Eastvale Civic Center Project

The City Council approved a 5-year lease renewal with Big Belly Solar, LLC. for a total cost of $27,720.00; and authorize the City Manager to execute any agreements and purchase orders.

12. PUBLIC HEARINGS

12.1 PLN24-20102 – Change of Zone from SP – Specific Plan Zone (I-15 Corridor Specific Plan) to R-3 – General Residential Zone for the southernmost 10.01-acre portion of APN 152-640-004 (Vernola)

City Planner Murray presented a PowerPoint presentation and answered related questions.

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

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

1. Determine that the proposed Change of Zone was previously contemplated and fully evaluated under the City of Eastvale Housing Element and Addendum to the Eastvale General Plan Final EIR (State Clearinghouse No. 2011111061) adopted by the Eastvale City Council in April 2022 and the City of Eastvale 2040 General Plan Environmental Impact Report (State Clearinghouse No. 2022080090) adopted and certified by the Eastvale City Council in March 2024, and that no further environmental review pursuant to CEQA is required; and
2. Introduced Ordinance 25-02, entitled: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP FROM SP – SPECIFIC PLAN ZONE (I-15 CORRIDOR SPECIFIC PLAN) TO R-3 – GENERAL RESIDENTIAL ZONE FOR THE SOUTHERNMOST 10.01 ACRES OF APN 152-640-004 CONSISTENT WITH THE CITY OF EATVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN.

12.2 PLN24-20103 and PLN24-20104 - Zoning Code Amendment to Establish the Residential Opportunity (RO) Overlay Zone and Change of Zone to Apply the Residential Opportunity Overlay Zone to the Approximately 20.46 Acres of the Eastvale Gateway 1 (North) Property

City Planner Murray presented a PowerPoint presentation and answered related questions.

The following individuals provided public comment:

- Larry Walker, Eastvale resident
- Vince Lacambra, Eastvale resident

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

1. Determine that the proposed Zoning Code Text Amendment (PLN24-20103) and proposed Change of Zone to apply the Residential Opportunity Overlay Zone (PLN24-20104) were contemplated and fully evaluated under the City of Eastvale Housing Element and Addendum to the Eastvale General Plan Final EIR (State Clearinghouse No. 2011111061) adopted by the Eastvale City Council in April 2022 and the City of Eastvale 2040 General Plan Environmental Impact Report (State Clearinghouse No. 2022080090) adopted and certified by the Eastvale City Council in March 2024, and that no further environmental review pursuant to CEQA is required;
2. Introduced Ordinance 25-03, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING TITLE 120 (PLANNING AND ZONING) OF

THE EASTVALE MUNICIPAL CODE TO ADD CHAPTER 120.10 ESTABLISHING THE RESIDENTIAL OPPORTUNITY OVERLAY ZONE; and

3. Introduced Ordinance 25-04, entitled: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP TO APPLY THE RESIDENTIAL OPPORTUNITY (RO) OVERLAY ZONE TO APPROXIMATELY 20.46 ACRES OF THE GATEWAY 1 (NORTH) PROPERTIES LOCATED ON THE NORTHEAST CORNER OF LIMONITE AVENUE AND HAMNER AVENUE, CONSISTENT WITH THE CITY OF EASTVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN.

13. CITY COUNCIL BUSINESS

13.1 Annual Comprehensive Financial Report (ACFR) and Related Letters and Reports for the Fiscal Year Ended June 30, 2024

Finance Manager De La Hoya and representatives Rogers, Anderson, Malody, and Scott, LLP, presented a PowerPoint presentation and answered related questions.

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

The City Council received and filed the Annual Comprehensive Financial Report and accompanying letters and reports for the fiscal year ended June 30, 2024.

13.2 Fiscal Year 2024-25 Mid-Year Budget Review

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

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

On motion of Mayor McMinn and second by Mayor Pro Tem Yow, the City Council voted unanimously to:

1. Approve and adopt Resolution 25-07, approving Mid-Year Budget Appropriations; and
2. Authorize the City Manager to execute all documents and take all necessary to implement the above approvals.

14. CITY MANAGER/CITY STAFF REPORT

City Manager Orme 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

Councilmember 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

Councilmember Lorimore provided a report.

15.6 Riverside County Transportation Commission

No report was provided.

15.7 Western Riverside County Regional Conservation Authority

No report was provided.

15.8 Finance Committee

No report was provided.

15.9 Eastvale Schools Committee

No report was provided.

15.10 Business and Development Success Ad-Hoc Committee

Mayor Pro Tem Yow provided a report.

15.11 Eastvale Legislative Ad-Hoc Committee

No report was provided.

15.12 Eastvale Community Services Ad-Hoc Committee

No report was provided.

15.13 City Council Communications

The City Council provided comments.

ADJOURNMENT – Mayor/Chair McMinn adjourned the regular meeting at 8:40 P.M. The next regular meeting of the Eastvale City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting is scheduled for Wednesday, February 12, 2025, at 6:30 P.M.

Marc A. Donohue, MMC
Government Services Director/City Clerk/Secretary

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.2
February 12, 2025

City of Eastvale Crime Statistics – December 2024

Prepared By:
Johnny Terfehr, Community Safety Director

Recommended Action(s)
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for December 2024.

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

Not applicable.

Fiscal Impact

Not applicable.

Prior City Council/Commission Action

On July 25, 2017, the Public Safety Commission approved the receival of a monthly crime statistics report.

On July 26, 2017, the City Council approved the receival of a monthly crime statistics report and requested columns reflective of felony and misdemeanor arrests.

On September 26, 2017, the City Council recommended that the report include traffic violations and citations data.

Attachment(s)

Attachment 1 - Eastvale Crime Statistics Report December 2024

CITY OF EASTVALE

Crime Data & Statistics

90-Day / Year-Over-Year

TOTAL PART I CRIMES | 90-Day / Year-Over-Year								
PART I CRIMES	**OCT 2023**	**OCT 2024**	**NOV 2023**	**NOV 2024**	**DEC 2023**	**DEC 2024**	**YTD-2023**	**YTD-2024**
Homicide	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	3	1
Aggravated Assault	22	8	11	8	8	11	150	160
Burglary	12	8	10	10	11	12	141	120
Larceny Theft	104	91	122	80	79	81	933	1,000
Rape	0	0	1	1	1	1	11	14
Robbery	3	1	5	1	3	0	30	24
Vehicle Theft	19	10	9	9	12	19	197	129
Total Part I Crimes	**160**	**118**	**158**	**109**	**114**	**124**	**1,465**	**1,448**

TOTAL VIOLENT CRIMES | 90-Day / Year-Over-Year								
PART I CRIME	**OCT 2023**	**OCT 2024**	**NOV 2023**	**NOV 2024**	**DEC 2023**	**DEC 2024**	**YTD-2023**	**YTD-2024**
Homicide	0	0	0	0	0	0	0	0
Rape	0	0	1	1	1	1	11	14
Robbery	3	1	5	1	3	0	30	24
Aggravated Assault	22	8	11	8	8	11	150	160
Arson	0	0	0	0	0	0	3	1
Total Violent Crimes	**25**	**9**	**17**	**10**	**12**	**12**	**194**	**199**

TOTAL PROPERTY CRIMES | 90-Day / Year-Over-Year								
PROPERTY CRIMES	**OCT 2023**	**OCT 2024**	**NOV 2023**	**NOV 2024**	**DEC 2023**	**DEC 2024**	**YTD-2023**	**YTD-2024**
Burglary	12	8	10	10	11	12	141	120
Vehicle Theft	19	10	9	9	12	19	197	129
Larceny Theft	104	91	122	80	79	81	933	1,000
Mail Theft	2	4	11	8	8	6	59	87
Total Property Crimes	**137**	**113**	**152**	**107**	**110**	**118**	**1,330**	**1336**

CALLS FOR SERVICE 90-Day / Year-Over-Year								
OCT 2023	**OCT 2024**	**NOV 2023**	**NOV 2024**	**DEC 2023**	**DEC 2024**	**YTD-2023**	**YTD-2024**
2,227	2,452	2,164	1,948	1,760	1,894	**25,867**	**27,037**

TOTAL ARRESTS								
CHARGE LEVEL	**OCT 2023**	**OCT 2024**	**NOV 2023**	**NOV 2024**	**DEC 2023**	**DEC 2024**	**YTD-2023**	**YTD-2024**
Felony Arrests	13	5	13	10	9	5	**206**	**133**
Misdemeanor Arrests	19	36	22	32	29	26	**352**	**366**
Total Arrests	**32**	**41**	**35**	**42**	**38**	**31**	**558**	**499**

DISCLAIMER: *This report's crime data figures are preliminary and pending year-end verification by CA-DOJ and the FBI. All crime data is derived from the Riverside Sheriff's Records Management System (RMS) and is current as of the date of publishing. The Crime data is dynamic and can change based on a change in crime verification or how fast reports are written and entered.*

CITY OF EASTVALE

Crime Data & Statistics
CY-2024

TOTAL PART I CRIMES													
PART I CRIMES	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Arson	1	0	0	0	0	0	0	0	0	0	0	0	**1**
Aggravated Assault	17	21	20	18	5	7	14	8	23	8	8	11	**160**
Burglary	9	11	13	7	6	11	14	10	9	8	10	12	**120**
Larceny Theft	67	105	92	80	56	101	79	83	85	91	80	81	**1000**
Rape	3	0	2	0	1	4	1	1	0	0	1	1	**14**
Robbery	0	5	3	3	2	1	3	4	1	1	1	0	**24**
Vehicle Theft	10	9	12	12	11	11	7	10	9	10	9	19	**129**
Total Crime	**107**	**151**	**142**	**120**	**81**	**135**	**118**	**116**	**127**	**118**	**109**	**124**	**1,448**

TOTAL VIOLENT CRIMES													
PART I CRIME	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Rape	3	0	2	0	1	4	1	1	0	0	1	1	**14**
Robbery	0	5	3	3	2	1	3	4	1	1	1	0	**24**
Aggravated Assault	17	21	20	18	5	7	14	8	23	8	8	11	**160**
Arson	1	0	0	0	0	0	0	0	0	0	0	0	**1**
Total Crime	**21**	**26**	**25**	**21**	**8**	**12**	**18**	**13**	**24**	**9**	**10**	**12**	**199**

TOTAL PROPERTY CRIMES													
PROPERTY CRIMES	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Burglary	9	11	13	7	6	11	14	10	9	8	10	12	**120**
Vehicle Theft	10	9	12	12	11	11	7	10	9	10	9	19	**129**
Larceny Theft	67	105	92	80	56	101	79	83	85	91	80	81	**1000**
Mail Theft	7	11	14	15	8	6	0	7	4	4	5	6	**87**
Total Crime	**93**	**136**	**131**	**114**	**81**	**129**	**100**	**110**	**107**	**113**	**104**	**118**	**1,336**

CALLS FOR SERVICE													
JAN	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
2,231	2,041	2,384	2,401	2,564	2,375	2,180	2,420	2,147	2,452	1,948	1,894	**27,037**

TOTAL ARRESTS													
CHARGE LEVEL	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Felony Arrests	15	11	12	10	16	4	21	12	12	5	10	5	**133**
Misdemeanor	38	22	29	22	45	29	27	30	30	36	32	26	**366**
Total Arrests	**53**	**33**	**41**	**32**	**61**	**33**	**48**	**42**	**42**	**41**	**42**	**31**	**499**

DISCLAIMER: *This report's crime data figures are preliminary and pending year-end verification by CA-DOJ and the FBI. All crime data is derived from the Riverside Sheriff's Records Management System (RMS) and is current as of the date of publishing. The Crime data is dynamic and can change based on a change in crime verification or how fast reports are written and entered.*

CITY OF EASTVALE

Traffic Enforcement Statistics
CY-2024

TOTAL TRAFFIC COLLISIONS													
TRAFFIC COLLISIONS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
T/C – No Injury	34	35	48	47	29	23	30	52	50	53	49	48	**498**
T/C – w/ Injury	8	5	6	8	14	10	7	3	5	10	9	10	**95**
T/C – Fatality	0	0	0	0	0	0	1	0	0	1	0	0	**2**
Hit & Run – No Injury	5	6	7	5	6	8	7	8	9	14	8	7	**90**
Hit & Run – w/ Injury	0	0	1	0	1	2	1	2	1	0	0	1	**9**
Total Collisions	**47**	**46**	**62**	**60**	**50**	**43**	**46**	**65**	**65**	**78**	**66**	**66**	**694**

TOTAL TRAFFIC CITATIONS													
TRAFFIC CITATIONS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Parking	144	154	232	151	118	201	138	166	108	121	115	85	**1,733**
Traffic / Moving	417	279	299	305	502	302	189	187	313	424	141	143	**3,501**
Commercial	101	159	215	276	143	204	179	284	193	218	93	180	**2,245**
Total Citations	**662**	**592**	**746**	**732**	**763**	**707**	**506**	**637**	**614**	**763**	**349**	**408**	**7,479**

TRAFFIC ENFORCEMENT ACTIVITY													
TRAFFIC INCIDENTS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
DUI (Arrests/Cites)	3	5	4	7	9	5	4	10	6	5	7	7	**72**
Street Racing (VC 23103)	10	12	16	20	17	13	14	23	23	19	22	10	**199**

DISCLAIMER: *This report's crime data figures are preliminary and pending year-end verification by CA-DOJ and the FBI. All crime data is derived from the Riverside Sheriff's Records Management System (RMS) and is current as of the date of publishing. The Crime data is dynamic and can change based on a change in crime verification or how fast reports are written and entered.*

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.3
February 12, 2025

Acceptance of Public Improvements of Parcel Map 37492, Hamner Place Project, LCD Hamner Place Retail, LLC – Located at the East of Hamner Avenue at the terminus of Schleisman Road.

Prepared By:
Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)
Staff recommends that the City Council adopt a Resolution accepting as complete the Public Improvements for Parcel Map 37492 (Hamner Place, PW18-10712) and release securities accordingly.

Summary
All public improvements required of this development have been completed to the satisfaction of the City Engineer. The public improvements include but are not limited to; asphalt pavement, curb, gutter, sidewalk, landscaping, street lights, utilities and other drainage facilities.

Background
Prior to construction of the public improvements, the developer, LCD Hamner Place Retail, LLC submitted securities to ensure satisfactory completion of the improvements. Upon acceptance, the securities will be exonerated as follows:

Security to be Exonerated	Amount	Time of Release	Date
Faithful Performance Bond No. 366939S	$1,795,000.00	Day after City Council approval	February 13, 2025

Labor and Materials Bond No. 366939S	$897,500.00	180 days after City Council approval	August, 2025
Survey Monumentation Bond No. 366940S	$13,580.00	Day after City Council approval	February 13, 2025

City staff recommends acceptance of the improvements and release of securities.

Environmental

Parcel Map 37492 was previously evaluated in accordance with the California Environmental Quality Act (CEQA). This tract has been constructed, and the improvements associated with Parcel Map 37492 and does not require any additional environmental analysis or determination.

Strategic Plan Action - Priority Level: 2 | Target #: C | Goal #: C

Create value - added development.

Fiscal Impact

This action item will not have a fiscal impact to the city's operating budget.

Prior City Council/Commission Action

On December 12, 2018, City Council approved the Subdivision Improvement Agreement and securities for PM 37492.

Attachment(s)

Attachment 1 - Vicinity Map
Attachment 2 - Resolution

Vicinity Map

NOT TO SCALE

Parcel Map No. 37492



N

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE PUBLIC IMPROVEMENTS ASSOCIATED WITH PARCEL MAP 37492, HAMNER PLACE (PW18-10712)

WHEREAS, LCD Hamner Place Retail, LLC, proposed a development of Parcel Map 37492 which included, in part, the construction of public improvements; and

WHEREAS, on December 12, 2018, the City Council approved the final map for Parcel Map 37492 and securities for the construction of the public improvements; and

WHEREAS, LCD Hamner Place Retail, LLC, completed the public improvements and the City is ready to accept the improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Eastvale hereby accepts the completed required public improvements subject to the conditions of the Subdivision Improvement Agreement for the following project:

Parcel Map 37492 (Hamner Place), LCD Hamner Place Retail, LLC

BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of Eastvale, hereby direct staff to file a Notice of Completion for said improvements.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2025.

_____
Michael McMinn
Mayor

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 of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk/Communications Director

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.4
February 12, 2025

Acceptance of Public Improvements for the Vantage Point Church (VPC) Project - Located at the northeast corner of Archibald Avenue and Prado Basin Park Road (APN 130-080-037 & 036)

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council adopt a resolution accepting as complete the public improvements for Phase 1 and Phase 2 of the Vantage Point Church (Project No. PW18-10366).

Summary

On March 21, 2018, City approved the Major Development Plan Review for the Vantage Point Church (VPC) subject to conditions of approval. The VPC is a development of an approximately 85,000 square foot church on a 10.43-acres on the northeast corner of Archibald Avenue and Prado Basin Park Road (APN 130-080-037 & 036), Project No. PW18-10366.

On October 23, 2019, City Council approved a Public Improvement Agreement with the VPC, authorizing phased infrastructure improvements along Archibald Avenue. These improvements, which include roadway improvements, striping and storm drain upgrades, traffic signal relocation, and other related infrastructure work, are outlined in three separate phases of development:

Phase One – Public Improvements - to be completed on or before October 1, 2021:

- Installation of storm drain systems, water, sewer, and communications infrastructure
- Interim traffic signal modifications to adjust timing and signage to accommodate increased traffic flow

- Roadway widening consisting of sufficient paving and necessary ancillary improvements to provide two north bound lanes on Archibald Avenue, (not including relocating traffic signal poles) signing, minor striping and driveway approach improvements

Phase Two – Public Improvements - to be completed on or before October 1, 2025:

- Street widening to allow (3) northbound traffic lanes, including new pavement, curb, and gutter construction
- Improvements to driveway approaches
- Construction of sidewalks
- Traffic signal relocation and equipment upgrade
- Installation of necessary striping for lane designation
- Landscaping along the right of way to beautify the area

The City's Public Works staff completed inspections of the public improvements and is recommending the acceptance of both Phase 1 and Phase 2.

Background

The City's Public Works staff has reviewed the project conditions of approval to ensure all requirements have been met. One of the conditions (No. 6) specifies that all streetlights must be designed and installed as city-owned, city-maintained (LS-3) LED streetlights in accordance with the City's standards. However, Vantage Point Church (VPC) chose to pay an in-lieu fee instead. An in-lieu fee of $19,300 was collected for the installation of two streetlights and the required infrastructure. The City will use these funds to install the lights as part of a future Capital Improvement Project. Additionally, a further $12,000 was received to bring the net balance of their deposit account to zero, effectively closing the account. The total payment of $31,300 was delivered to City Hall on January 9, 2025.

City Public Works staff has reviewed the project and confirms that all conditions have been met and all required tasks have been completed, including the submission of as-built drawings, completion of traffic signal improvements, and receipt of the in-lieu payment for the streetlights. With these conditions satisfied, staff recommends that the completed public improvements be accepted.

Upon City Council acceptance, the City of Eastvale will release the improvement securities related to this project in accordance with the Public Improvement Agreement, as follows:

Securities/Bond to be Released	Bond No.	Amount	Timeline
Faithful Performance Bond (90% Release)	24240345	$ 663,000	After Council Acceptance
Labor and Materials Bond (Full Release)	24240345	$ 19,000	120 days after Council Acceptance provided no claims have been filed
Warranty Bond (10% of Faithful Performance Bond)	24240345	$66,300	365 days after Council Acceptance; provided that all warranty issues are satisfied

Environmental

In accordance with the California Environmental Quality Act (CEQA), the action is exempt from future review.

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

Create value-added development.

Fiscal Impact

There will be no impact to the General Fund. Long-term maintenance of the streets and appurtenances is the City' s obligation, and funding from Gas Tax and Measure A (maintenance) will be used to meet this obligation.

Prior City Council/Commission Action

- On March 21, 2018, the Planning Commission approved the Major Development Plan for the Vantage Point Church.
- On October 23, 2019, City Council approved a Public Improvement Agreement authorizing phased infrastructure improvements along Archibald Avenue for the Vantage Point Church.

Attachment(s)

Attachment 1 - Resolution Accepting Phase 2 Improvements
Attachment 2 - Vicinity Map.pdf

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE PUBLIC IMRPOVEMENTS FOR PROJECT 18-10366 VANTAGE POINT CHURCH

WHEREAS, Vantage Point Church, proposed a development at the northeast corner of Archibald Avenue and Prado Basin Park Road which included, in part, the construction of public improvements; and

WHEREAS, in March 21, 2018, the City of Eastvale approved the Major Development Plan for Vantage Point Church; and

WHEREAS, in October 23, 2019, the City of Eastvale approved a Public Improvement Agreement with Vantage Point Church, authorizing public infrastructure improvements along Archibald Avenue to be constructed in two phases; and

WHEREAS, Vantage Point Church completed the Phase 2 public improvements and the City Council is ready to accept those improvements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council of the City of Eastvale hereby accepts the completed Phase 1 and Phase 2 public improvements subject to the conditions of the Public Improvement Agreement for the following project:

- PW18-10366, Vantage Point Church

SECTION 2. That the City Council of the City of Eastvale, hereby directs staff to file a Notice of Completion for said improvements.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2025.

_____

Michael McMinn
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. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of February 2025, by the following vote:

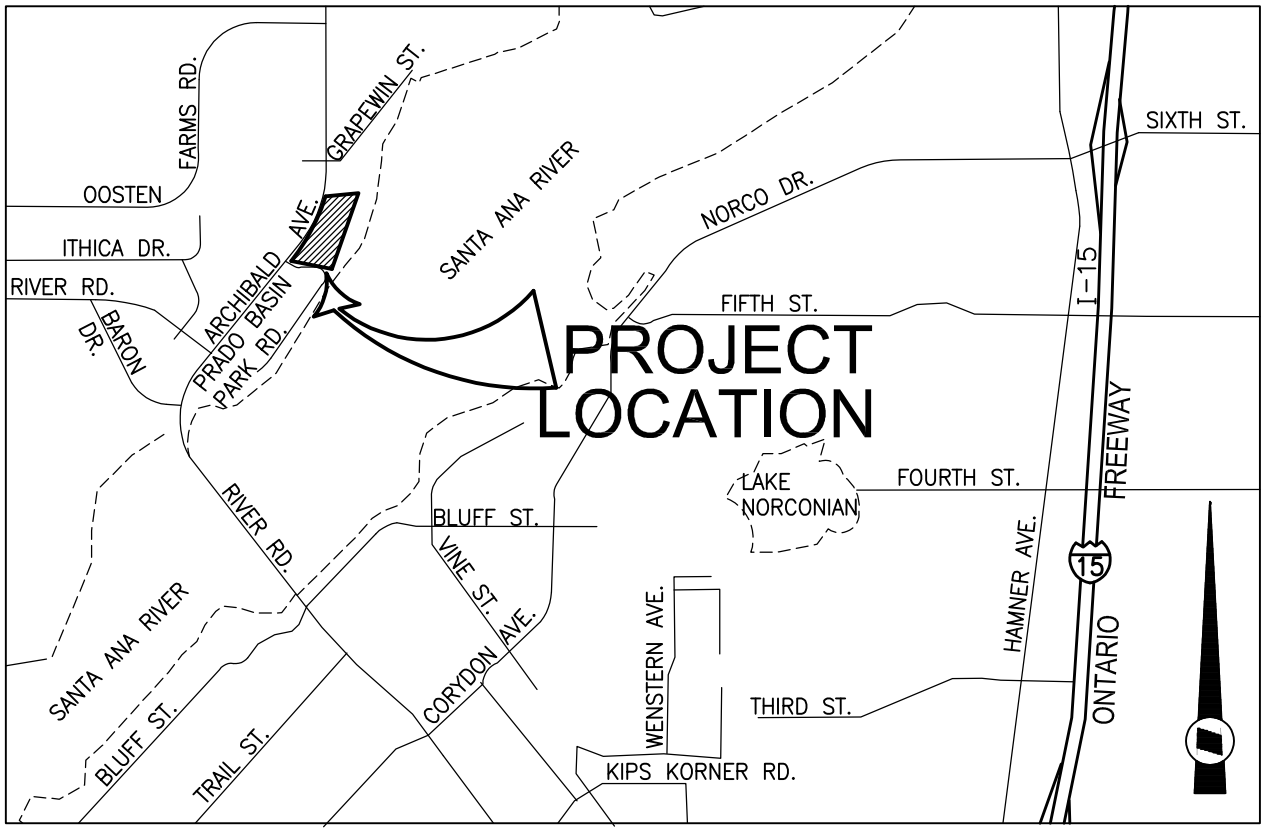
AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk



VICINITY MAP

NOT TO SCALE

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.5
February 12, 2025

Declaring Intention to Establish a Community Facilities District (CFD) and to Authorize the Levy of Special Taxes Therein – Community Facilities District No. 2025-01 (Limonite)

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council adopt the Resolution Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein for Community Facilities District No. 2025-01 (Limonite).

Summary

The owners of the property within the proposed boundary of CFD No. 2025-01 are required to finance the costs of maintenance and lighting of parks, parkways, streets, roads, and open space; and flood and storm protection services, etc., as a condition relating to the industrial development generally located along Limonite Avenue from Hellman Avenue in the west to east of Archibald Avenue (the “Project”). This is the first step in the process to create a CFD, which will levy special taxes to generate funds for the City to provide the services described in the Resolution of Intention. The Resolution of Intention sets a public hearing on the formation of CFD No. 2025-01 for March 26, 2025. Ballots are anticipated to be mailed to property owners in late May 2025 for a special landowner election to be conducted by the City on June 25, 2025.

Background

The Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") provides local jurisdictions with an alternative method of financing public capital facilities and services. Special tax districts formed pursuant to the Mello-Roos Act are referred to as Community Facilities Districts, or CFDs.

The City has received petitions from landowners representing more than 10 percent of the area of land proposed to be included within the community facilities district and not proposed to be exempt from the special tax requesting that the City conduct proceedings to consider the approval of the formation of CFD No. 2025-01, to fund ongoing public and maintenance services within the CFD.

The CFD will fund the long-term maintenance/services in perpetuity by levying an annual special tax which will be collected on the property tax bill. The funds collected will be transferred to the City, which the City will use to perform the maintenance/services.

The proposed boundaries of CFD No. 2025-01 are shown as Exhibit A to the Resolution of Intention.

Environmental

Declaring intention to establish a CFD is not a project subject to review under the California Environmental Quality Act.

Strategic Plan Action - Priority Level: 3 | Target #: C | Goal #: H

Ensure that City revenues align with expenditures.

Fiscal Impact

There is no current fiscal-year impact to the General Fund as a result of this action. All CFD formation costs are borne by the applicant. Once the CFD is formed, ongoing maintenance and district administration will be funded by the special tax levy.

Prior City Council/Commission Action

This is the first time City Council has taken any action on the formation of this particular new CFD.

Attachment(s)

Attachment 1 - Resolution of Intention
Attachment 2 - Exhibit A to Resolution: Boundary Map
Attachment 3 - Exhibit C to Resolution: Rate and Method of Apportionment
Attachment 4 - Attachment C to Rate and Method of Apportionment

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN

CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the "Act"), the City Council of the City of Eastvale (the "City") may commence proceedings for the establishment of a community facilities district; and

WHEREAS, this City Council has received petitions from landowners representing more than 10 percent of the area of land proposed to be included within the community facilities district and not proposed to be exempt from the special tax requesting that it establish a community facilities district under the Act to provide for the costs of maintenance and lighting of parks, parkways, streets, roads, and open space; flood and storm protection services; maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years; and related appurtenances, and this City Council now desires to commence proceedings to establish a community facilities district as described herein; and

WHEREAS, this City Council has previously adopted local goals and policies for the formation of community facilities districts within the City; and

WHEREAS, under the Act, this City Council is the legislative body for the proposed community facilities district and is empowered with the authority to establish the community facilities district and levy special taxes within the community facilities district; and

WHEREAS, this City Council now desires to proceed with the actions necessary to consider the establishment of the community facilities district.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Eastvale, as follows:

SECTION 1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

SECTION 2. This City Council proposes to conduct proceedings to establish the community facilities district pursuant to the Act, and hereby determines that public convenience and necessity require the formation of the community facilities district to fund public services.

SECTION 3. The name of the proposed community facilities district is City of Eastvale, Community Facilities District No. 2025-01 (Limonite) (the "District").

SECTION 4. The proposed boundaries of the District are as shown on the map of the District on file with the City Clerk, a copy of which is attached hereto as Exhibit A, which Exhibit is by this reference incorporated herein. The proposed boundaries are hereby preliminarily approved.

The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the District in the office of the Riverside County Recorder no later than fifteen (15) days after the adoption of this Resolution.

SECTION 5. The types of services proposed to be funded by the District by proceeds of the special tax shall consist of those services described in Exhibit B hereto, which Exhibit is by this reference incorporated herein (the "Services").

The City Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the District. The Services are in addition to those provided in the territory of the District as of the date hereof and will not supplant services already available within the territory of the District as of the date hereof.

SECTION 6. Except where funds are otherwise available, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this City Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, is described in Exhibit C attached hereto, which Exhibit is by this reference incorporated herein. The special tax shall be levied perpetually until the collection of the special tax by the City ceases.

SECTION 7. This City Council finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the District.

SECTION 8. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballots among the landowners in the proposed District, with each landowner having one vote for each acre or portion of an acre of land such landowner owns in the District.

SECTION 9. Except as may otherwise be provided by law or the rate and method of apportionment of the special tax for the District, all lands owned by any public entity, including the United States, the State of California, and/or the City, or any departments or political subdivisions of any thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Services and any expenses of the District.

SECTION 10. The Director of Finance of the City is hereby directed to study the proposed Services and to make, or cause to be made, and file with the City Clerk a report required by Section 53321.5 of the Act presenting the following:

(a) A brief description of the Services.

(b) An estimate of the fair and reasonable initial annual cost of providing the Services, including the incidental expenses in connection therewith, any City administration costs and all other related costs.

Said report shall be made a part of the record of the public hearing provided for below. The Director of Finance may delegate to consultants the duty to perform the study and prepare the report.

SECTION 11. On Wednesday, March 26, 2025, at 6:30 p.m. or as soon thereafter as the matter may be heard in the regular meeting place of this City Council at 12363 Limonite Avenue, Suite 900, Eastvale, California, or virtually as noticed by the City, are hereby appointed and fixed as the time and place when and where this City Council, as legislative body for the District, will conduct a public hearing on the establishment of the District and consider and finally determine whether the public interest, convenience, and necessity require the formation of the District and the levy of said special tax.

SECTION 12. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District. The publication of said notice shall be completed at least seven (7) days before the date herein set for said hearing. The notice shall be substantially in the form of Exhibit D hereto.

SECTION 13. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of February 2025.

_____
Mike McMinn
Mayor

APPROVED AS TO FORM:

_____
Erica Vega
City Attorney

ATTEST:

_____
Marc A. Donohue, MMC
Government Services Director/City Clerk

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

I, Marc A. Donohue, Government Services Director/City Clerk of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution No. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
Government Services Director/City Clerk

EXHIBIT A

CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

PROPOSED BOUNDARIES OF THE DISTRICT

EXHIBIT B

CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

DESCRIPTION OF SERVICES

It is intended that the District will be eligible to fund all or a portion of the direct and incidental costs of maintenance and lighting of parks, parkways, streets, roads, and open space; flood and storm protection services; maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years; and related appurtenances, within or adjacent to the District. The Services are more-specifically described below:

Annual Services

- Maintenance of the irrigation system, meter, and all landscaping within the median on Limonite Avenue from Hellman to 1,100 feet east of the intersection of Limonite Avenue and Taylor Way.
- Maintenance of the irrigation system, meter, and all landscaping within the median on Limonite Avenue from the point 1,100 feet east of the intersection of Limonite Avenue and Taylor to Archibald Avenue Way excluding the cost of water.
- Maintenance of the trees and landscaping as necessary in the median in Limonite Avenue between Hellman Avenue and Archibald Avenue.
- Landscape, irrigation, and trail maintenance of the trail in the Edison corridor to the southeast of the Walmart parcel between Limonite Avenue and Archibald Avenue and the trail along the Edison Corridor on the south portion of the Transwestern parcel.
- Maintenance of the shredded bark mulch in the median and other mulch areas as necessary.
- Maintenance of the trees in the Edison corridor to the southeast of the Walmart parcel between Limonite Avenue and Archibald Avenue and the trail along the Edison Corridor on the south portion of the Transwestern parcel.
- Maintenance of 84-Watt LED Street Lights.
- Maintenance of 34-Watt LED Pedestrian Lights.
- Contribution of the maintenance of the traffic signals within the District.
- Graffiti Removal within the boundary of the Community Facilities District in the public right-of-way.
- Maintenance of the irrigation system, meter, greenery, and other landscaping within the parkway slope areas near the Limonite Bridge.

Contingent Services

- Maintenance of the irrigation system, meter, greenery, and other landscaping within the parkway areas.
- Maintenance of the irrigation system, meter, greenery and landscaping within the privately owned areas.

- Maintenance of the mulch within the slope, parkway, and private landscaped areas.
- Maintenance of the trees in the Limonite Avenue parkway.
- Additional water meters required to remove the parkways from private maintenance.
- Additional water backflow preventer required to remove the parkways from private maintenance.
- Additional fertilizer injectors required to remove the parkways from private maintenance.
- Landscape maintenance of the Modular Wetlands area.
- Maintenance of the irrigation system and controller.

General

The District may fund any of the following related to the services in this Description of Services: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

Administrative Expenses

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the City in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to the District or the collection of special taxes, an allocable share of the salaries of the City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the District.

Other

The incidental expenses that may be funded by the District include, in addition to the expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment and administration of the District.

EXHIBIT C

CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

EXHIBIT D

CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Eastvale will conduct a public hearing on Wednesday, March 26, 2025, at 6:30 p.m. or as soon thereafter as the matter may be heard, in the City Council Chambers located at 12363 Limonite Avenue, Suite 900, Eastvale, California, or virtually as noticed by the City, to consider the following:

CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

On February 12, 2025, the City Council of the City of Eastvale adopted a Resolution entitled "A Resolution of the City Council of the City of Eastvale, State of California, Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention on file in the office of the City Clerk of the City of Eastvale for further particulars.

In the Resolution of Intention, the City Council declared its intention to form the City of Eastvale Community Facilities District No. 2025-01 (Limonite) (the "District") to fund the costs of maintenance and lighting of parks, parkways, streets, roads, and open space; flood and storm protection services; maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years; and related appurtenances, as further identified in an exhibit to the Resolution of Intention. The proposed boundaries of the District were identified in another exhibit to the Resolution of Intention, and the Resolution of Intention identified a proposed special tax to be levied on real property to be included in the District to pay for the costs of the services.

In the Resolution of Intention, the City Council provided that the levy of the special tax will be subject to a mailed ballot election among the owners of land in the District. The City Council ordered the City's Director of Finance to prepare a report on the District, and the City Council called for a public hearing on the District.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District or the furnishing of specified types of services will be heard. Any person interested may file a protest in writing with the City Clerk. If fifty percent or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the District, or the owners of one-half or more of the area of land in the territory proposed to be included in the District and not exempt from the special tax file written protests against the establishment of the District and the protests are not withdrawn to reduce the value of the protests to less than a majority, the City Council of the City shall take no further action to establish the District or authorize

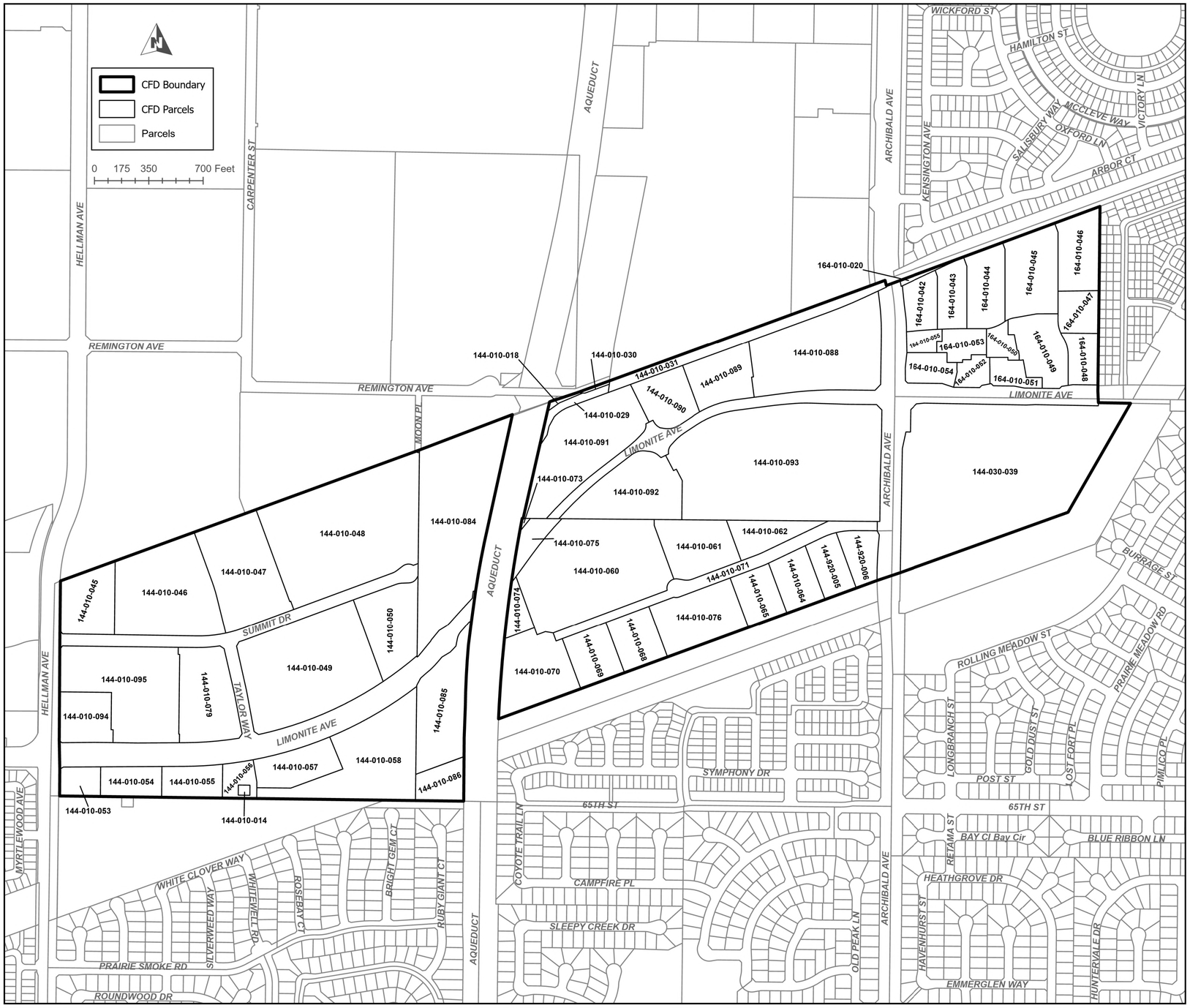
the special taxes for a period of one year from the date of the decision of the City Council, and if the majority protests of the registered voters or the landowners are only against the furnishing of a type or types of services within the District, or against levying a specified special tax, those types of services, or the specified special tax, will be eliminated from the proceedings to form the District.

Any person interested in these matters is invited to attend and present testimony either for or against the above item. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Council during or prior to the public hearing.

/s/ MARC A. DONOHUE
Government Services Director/City Clerk
City of Eastvale

PROPOSED BOUNDARIES OF
CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01 (LIMONITE)

CITY OF EASTVALE
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF EASTVALE THIS ____ DAY OF _____, 202__.

_____
CITY CLERK
CITY OF EASTVALE
RIVERSIDE COUNTY, CALIFORNIA

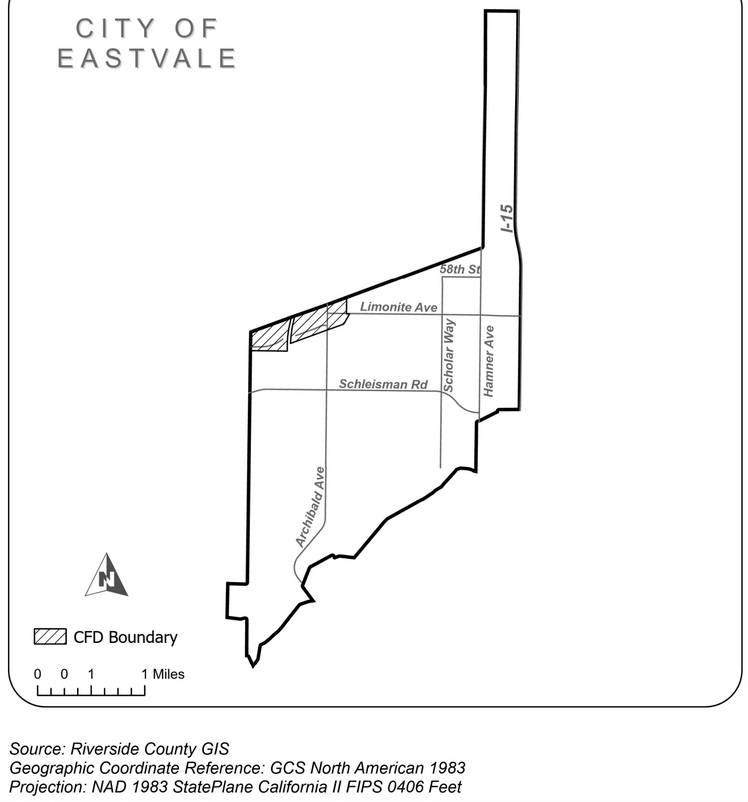
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE CITY OF EASTVALE COMMUNITY FACILITIES DISTRICT NO. 2025-01 (LIMONITE), CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF EASTVALE, AT MEETING THEREOF, HELD ON THE ____ DAY OF _____, 202__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF EASTVALE
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS ____ DAY OF _____, 202__, AT THE HOUR OF _____ O'CLOCK __M, IN BOOK ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ___ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF RIVERSIDE, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0406 Feet

RATE AND METHOD OF APPORTIONMENT
CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

A Special Tax, as hereinafter defined, shall be levied and collected in City of Eastvale Community Facilities District No. 2025-01 (Limonite) ("CFD No. 2025-01") each Fiscal Year commencing in Fiscal Year 2024/25, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2025-01 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2025-01. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-01 for any other administrative purposes, including, but not limited to, attorney's fees.

"Annual Services" means the services listed in Attachment A, hereto.

"Annual Services Costs" means the respective amounts determined by the CFD Administrator required to fund the Annual Services authorized to be funded by CFD No. 2025-01 for the applicable yearly period.

"Annual Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2025-01 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the

Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2025-01, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Assessor's Parcel Number, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map and/or Assessor's Data with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County Assessor for purposes of identification.

"City" means the City of Eastvale, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2025-01.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and the Contingent Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2025-01" means the City of Eastvale Community Facilities District No. 2025-01 (Limonite).

"Contingent Services" means the services listed in Attachment B, hereto.

"Contingent Services Costs" means the respective amounts determined by the CFD Administrator required to fund the Contingent Services authorized to be funded by CFD No. 2025-01 for the applicable yearly period.

"Contingent Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Contingent Special Tax Requirement.

"Contingent Special Tax Requirement" means that amount with respect to CFD No. 2025-01 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Contingent Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2025-01, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"County" means the County of Riverside.

"County Assessor" means the County Assessor of the County.

"Development Area" means one of the six development areas within CFD No. 2025-01, as shown on Attachment C, hereto.

"Exempt Property" means all Assessors' Parcels within the boundary of CFD No. 2025-01 which are exempt from the Special Tax pursuant to Section E.

"Final Subdivision Map" means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.)* or recordation of a condominium plan pursuant to California Civil Code 4120.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" means a geographic information system.

"Maximum Annual Special Tax" means the maximum Special Tax authorized to fund the Annual Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

"Maximum Contingent Special Tax" means the maximum Special Tax authorized to fund the Contingent Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

"Open Space Property" means property within the boundaries of CFD No. 2025-01 which (i) has been designated with specific boundaries and Acreage on a Final Subdivision Map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

"Property Owner's Association Property" means any property within the boundaries of CFD No. 2025-01 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a Final Subdivision Map as property owner association property.

"Proportionately" means for Taxable Property that the ratio of the Annual Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors' Parcels of Taxable Property levied within each property land use classification within CFD No. 2025-01, and that the Contingent Special Tax levy to the Maximum Contingent Special Tax is equal for all Assessors' Parcels of Taxable Property levied within each property land use classification within CFD No. 2025-01.

"Public Property" means any property within the boundaries of CFD No. 2025-01 which (i) is owned by a public agency or a public utility, (ii) has been irrevocably offered for dedication to a public agency or a public utility, or (iii) is designated with specific boundaries and Acreage on a Final Subdivision Map as property which will be owned by a public agency or a public utility. For purposes of this definition, a public agency or public utility includes the federal government, the State, the County, the City, school districts, or any other public agency or public utility.

"Special Tax(es)" means, individually or collectively, the Annual Special Tax and/or the Contingent Special Tax.

"State" means the State of California.

"Tax Escalation Factor" means for Tax Zone No. 1, a factor equal to 3% that will be applied annually after Fiscal Year 2024/25 to increase the Maximum Annual Special Tax and the Maximum Contingent Special Tax shown in Section C.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2025-01 that are not Exempt Property.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2025-01 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD No. 2025-01. If any Assessor's Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Annual Special Tax and the Maximum Annual Contingent Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Development Area within which each Parcel is located by referencing Attachment C, hereto; (ii) the number of Acres each Parcel contains; and (iii) the Annual Special Tax Requirement and, if applicable, the Annual Contingent Special Tax Requirement, for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Annual Special Tax and the Maximum Contingent Special Tax for each Assessor's Parcel of Taxable Property within CFD No. 2025-01 shall be assigned below:

1. Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Taxable Property within all Development Areas within CFD 2025-01 shall be assigned according to Table 1, below:

TABLE 1
MAXIMUM ANNUAL SPECIAL TAX RATES
FISCAL YEAR 2024/25*

Property Type	Maximum Annual Special Tax	Per
Taxable Property	$ 464.45	Acre

*On July 1 of each Fiscal Year, commencing on July 1, 2025, the Maximum Annual Special Tax rates shall be increased by Tax Escalation Factor.

2. Maximum Contingent Special Tax

The Maximum Contingent Special Tax for each Assessor's Parcel of Taxable Property within each Development Area within CFD 2025-01shall be assigned according to Table 2, below:

TABLE 2
MAXIMUM CONTINGENT SPECIAL TAX RATES
FISCAL YEAR 2024/25*

Property Type	Development Area	Maximum Contingent Special Tax	Per
Taxable Property	Campus	$673.43	Acre
	Homestead	3,273.47	Acre
	Merge	1,904.06	Acre
	Ranch	1,548.62	Acre
	Transwestern	1,680.86	Acre
	WalMart	2,654.20	Acre

*On July 1 of each Fiscal Year, commencing on July 1, 2025, the Maximum Contingent Special Tax rates shall be increased by Tax Escalation Factor.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

1. Annual Special Tax

All Taxable Property shall be subject to the Annual Special Tax. The Annual Special Tax shall be levied by the CFD Administrator each Fiscal Year.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2025-01 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Annual Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Annual Special Tax.

Third: If additional monies are needed to satisfy the Annual Special Tax Requirement after the second step has been completed, the Annual Special Tax shall be levied Proportionately on all Undeveloped Property at a rate up to 100% of the Maximum Annual Special Tax.

2. Contingent Special Tax

If applicable, as determined by the City, all Taxable Property shall be subject to the Contingent Special Tax. The Contingent Special Tax shall be levied by the CFD Administrator each Fiscal Year in which the City deems it applicable.

The Contingent Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2025-01 by the method shown below.

First: Determine the Contingent Special Tax Requirement.

Second: Levy the Contingent Special Tax on each Parcel Developed Property, Proportionately, up to the applicable Maximum Contingent Special Tax.

Third: If additional monies are needed to satisfy the Contingent Special Tax Requirement after the second step has been completed, the Contingent Special Tax shall be levied Proportionately on all Undeveloped Property at a rate up to 100% of the Maximum Contingent Special Tax.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Open Space Property, Property Owner's Association Property, Assessor's Parcels comprising detention basins or roads, or with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 533401 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision

by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rates and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2025-01, and may collect delinquent Special Taxes through available methods.

The Special Tax shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Annual Special Tax Requirement and shall be levied each Fiscal Year thereafter for as long as required to satisfy the Annual Special Tax Requirement.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

ATTACHMENT A
CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

DESCRIPTION OF ANNUAL SERVICES

Annual Services

- Maintenance of the irrigation system, meter, and all landscaping within the median on Limonite Avenue from Hellman to 1,100 feet east of the intersection of Limonite Avenue and Taylor Way.
- Maintenance of the irrigation system, meter, and all landscaping within the median on Limonite Avenue from the point 1,100 feet east of the intersection of Limonite Avenue and Taylor to Archibald Avenue Way excluding the cost of water.
- Maintenance of the trees and landscaping as necessary in the median in Limonite Avenue between Hellman Avenue and Archibald Avenue.
- Landscape, irrigation, and trail maintenance of the trail in the Edison corridor to the southeast of the Walmart parcel between Limonite Avenue and Archibald Avenue and the trail along the Edison Corridor on the south portion of the Transwestern parcel.
- Maintenance of the shredded bark mulch in the median and other mulch areas as necessary.
- Maintenance of the trees in the Edison corridor to the southeast of the Walmart parcel between Limonite Avenue and Archibald Avenue and the trail along the Edison Corridor on the south portion of the Transwestern parcel.
- Maintenance of 84-Watt LED Street Lights.
- Maintenance of 34-Watt LED Pedestrian Lights.
- Contribution of the maintenance of the traffic signals within the District.
- Graffiti Removal within the boundary of the Community Facilities District in the public right-of-way.
- Maintenance of the irrigation system, meter, greenery, and other landscaping within the parkway slope areas near the Limonite Bridge.

General

CFD No. 2025-01 may fund any of the following related to the services in this Description of Annual Services: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

The services to be financed by the CFD are in addition to those provided in the territory of CFD No. 2025-01 before the date of creation of CFD No. 2025-01 and will not supplant services already available within that territory when CFD No. 2025-01 is created.

Administrative Expenses

The administrative expenses to be funded by CFD No. 2025-01 include the direct and indirect expenses incurred by the City in carrying out its duties with respect to CFD No. 2025-01 (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to CFD No. 2025-01 or the collection of special taxes, an allocable share of the salaries of the City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to CFD No. 2025-01 or the services authorized to be financed by CFD No. 2025-01, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to CFD No. 2025-01.

Other

The incidental expenses that may be funded by CFD No. 2025-01 include, in addition to the expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment and administration of CFD No. 2025-01.

ATTACHMENT B
CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

DESCRIPTION OF CONTINGENT SERVICES

Contingent Services

- Maintenance of the irrigation system, meter, greenery, and other landscaping within the parkway areas.
- Maintenance of the irrigation system, meter, greenery and landscaping within the privately owned areas.
- Maintenance of the mulch within the slope, parkway, and private landscaped areas.
- Maintenance of the trees in the Limonite Avenue parkway.
- Additional water meters required to remove the parkways from private maintenance.
- Additional water backflow preventer required to remove the parkways from private maintenance.
- Additional fertilizer injectors required to remove the parkways from private maintenance.
- Landscape maintenance of the Modular Wetlands area.
- Maintenance of the irrigation system and controller.

General

CFD No. 2025-01 may fund any of the following related to the services in this Description of Contingent Services: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

The services to be financed by the CFD are in addition to those provided in the territory of CFD No. 2025-01 before the date of creation of CFD No. 2025-01 and will not supplant services already available within that territory when CFD No. 2025-01 is created.

Administrative Expenses

The administrative expenses to be funded by CFD No. 2025-01 include the direct and indirect expenses incurred by the City in carrying out its duties with respect to CFD No. 2025-01 (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to CFD No. 2025-01 or the collection of special taxes, an allocable share of the salaries of the City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to CFD No. 2025-01 or the services authorized to be financed by CFD No. 2025-01, and expenses

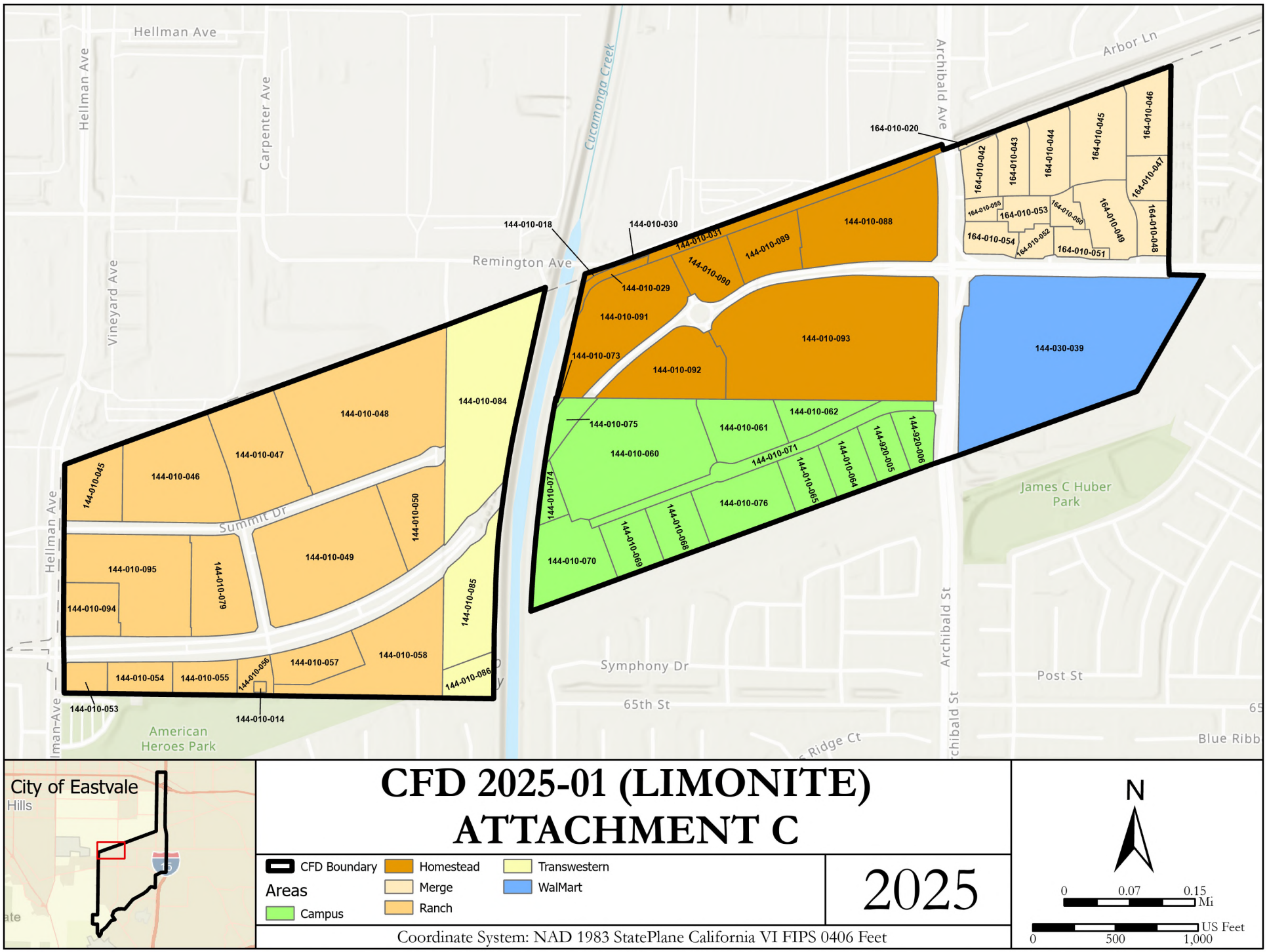
incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to CFD No. 2025-01.

Other

The incidental expenses that may be funded by CFD No. 2025-01 include, in addition to the expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment and administration of CFD No. 2025-01.

ATTACHMENT C
CITY OF EASTVALE
COMMUNITY FACILITIES DISTRICT NO. 2025-01
(LIMONITE)

MAP OF DEVELOPMENT AREAS



For illustration purposes only, not an official map.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.6
February 12, 2025

PLN24-20102 – Change of Zone from SP – Specific Plan Zone (I-15 Corridor Specific Plan) to R-3 – General Residential Zone for the southernmost 10.01-acre portion of APN 152-640-004 (Vernola) - (Second Reading)

Prepared By:

David Murray, City Planner

Recommended Action(s)

Staff recommends that the City Council adopt an Ordinance entitled: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZC MAP FROM SP – SPECIFIC PLAN ZONE (I-15 CORRIDOR SPECIFIC PLAN) TO R-3 – GENE RESIDENTIAL ZONE FOR THE SOUTHERNMOST 10.01 ACRES OF APN 152-640-004 CONSISTENT V THE CITY OF EATVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN.

Summary

The proposed project is a City-initiated change of zone from SP – Specific Plan (I-15 Corridor Specific Plan) to R-3 – General Residential for the southernmost 10.01 acres of Assessor Parcel Number 152-640-004 located on the south side of Limonite Avenue, west of the I-15 freeway corridor and east of Planetary Road for consistency with the City's Sixth Cycle Housing Element, the 2040 General Plan, and state law. The remaining 8.6 acres of the subject property will remain within the SP – Specific Plan Zone.

Background

On April 10, 2022, the City Council adopted the City of Eastvale Sixth Cycle Housing Element. The Housing Element was then certified by the California Department of Housing and Community

Development (HCD) on June 21, 2022. The City Council adopted the Eastvale 2040 General Plan on March 27, 2024, which incorporated and built upon the Housing Element.

The Housing Element is a State mandated chapter of the Eastvale General Plan that sets forth an eight-year plan ("housing cycle") to address the City's identified housing needs. The Housing Element describes, identifies, and analyzes the City's Regional Housing Needs Assessment (RHNA) and addresses the maintenance and expansion of the housing supply to accommodate the households that currently live and/or are expected to live in Eastvale in the housing cycle. Through research and analysis, the Housing Element identifies available candidate housing sites and establishes a Housing Policy Program to accommodate the RHNA, as determined by the Southern California Association of Governments (SCAG) and approved by the California State Department of Housing and Community Development (HCD). For the Sixth Cycle Housing Element (2021-2029), the City of Eastvale was allocated a RHNA of 3,028 residential units, divided into the following income categories in relation to Area Median Income (AMI):

- Very Low Income - 1,145 units
- Low Income - 672 units
- Moderate Income - 635 units
- Above Moderate Income - 576 units

Per state law, the Housing Element must demonstrate adequate sites to accommodate at least 3,028 residential units. The City is also required to have zoning in place with densities of at least 30 dwelling units per acre to accommodate units for very low- and low-income households. Due to the limited availability of vacant land within residential zones throughout the City, a number of sites were identified and approved as candidate rezoning sites to fill the gap in accommodating the full RHNA obligation. These included properties within the Leal Master Plan area and the Eastvale Gateway areas.

One of the properties identified in the Sixth Cycle Housing Element as a candidate rezoning sites is an approximately 10-acre portion of Assessor Parcel Number (APN) 152-640-004 (Vernola). Further, Strategy HE-1A within the Housing Element commits the City to amending the land use designation of the subject property to R-3 zoning to accommodate at least 320 units of the City's lower income RHNA obligation.

Policy LU-4.5 of the 2040 General Plan further identifies the southern portion of the subject site as a location for residential uses. The rezoning of this property would streamline the process for a future residential development consistent with California Government Code Section 65583, subdivision (c) (1) and 65583.2 subdivisions (h) and (i).

Timeliness Requirement:
Typically, jurisdictions that successfully adopt and obtain HCD certification for their Housing Elements by the statutory deadline must complete their identified rezonings within one year of the due date. However, Senate Bill (SB) 197, signed by the Governor on June 30, 2022, extended the rezoning deadline to 3 years and 120 days from the statutory deadline. The statutory deadline for Housing Element certification for the Sixth Cycle was October 15, 2021, after an automatic time extension. Therefore, the rezonings identified within the City's Housing Element must be approved and in place no later than February 15, 2025, pursuant to SB 197.

Analysis

The subject site (APN 152-640-004) is an 18.61-acre undeveloped site located on the south side of Limonite Avenue west of the I-15 freeway corridor and east of Planetary Road. Adjacent uses include commercial development to the west and north, multiple-family residential to the west, and a single-family residential neighborhood to the south.

The site is currently zoned SP – Specific Plan and is located within Planning Area 1 of the I-15 Corridor Specific Plan. Planning Area 1 of the I-15 Corridor Specific Plan has a CR – Commercial Retail designation and does not permit residential uses. As such, the existing Zoning is inconsistent with the Housing Element and the 2040 General Plan.

Pursuant to the Housing Element, Staff is recommending a change of zone from SP – Specific Plan (I-15 Corridor Specific Plan) Zone to R-3 – General Residential Zone for the southernmost 10.01 acres of Assessor Parcel Number (APN) 152-640-004 (Vernola). **Attachment 2** includes a map identifying the location of the proposed Change of Zone to R-3. The R-3 Zone would allow up to 320 units on the 10.01-acre property. The remaining 8.6 acres will remain in the SP – Specific Plan Zone under the Commercial Retail designation. The proposed Change of Zone is consistent with Strategy HE-1A of the Housing Element as well as Policy LU-4.5 of the 2040 General Plan. Any future residential development will be subject to the required application and approval processes outlined in the Zoning Code at the time of application submittal.

Environmental

Pursuant to the provisions of the California Environmental Quality Act (CEQA Public Resources Code, Section 21084 et. seq.), the proposed Change of Zone was contemplated and fully evaluated under the City of Eastvale Housing Element and Addendum to the Eastvale General Plan Final EIR (State Clearinghouse No. 2011111061) adopted by the Eastvale City Council in April 2022 and the City of Eastvale 2040 General Plan Environmental Impact Report (State Clearinghouse No. 2022080090) adopted and certified by the Eastvale City Council in March 2024. This action is an implementation of the City of Eastvale Housing Element and Eastvale 2040 General Plan and would allow for residential development of up to 32 units per acre. No development is proposed as part of this action. No further environmental review pursuant to CEQA is required.

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

Not Applicable

Fiscal Impact

There is no fiscal impact to the City associated with the adoption of this Change of Zone, as staff time to prepare this report and draft ordinance is included in the FY 2024/25 Community Development Department budget.

Prior City Council/Commission Action

On April 10, 2022, the City Council adopted the City of Eastvale Sixth Cycle Housing Element which was then certified by the California Department of Housing and Community Development (HCD) on June 21, 2022. The City Council adopted the Eastvale 2040 General Plan on March 27, 2024, which incorporated and built upon the Housing Element.

On December 18, 2024, the Planning Commission adopted Resolution 24-14 recommending that the

City Council approve Change of Zone PLN24-20102 from SP – Specific Plan (I-15 Corridor Specific Plan) Zone to R-3 – General Residential Zone for the southernmost 10.01 acres of Assessor Parcel Number (APN) 152-640-004 (Vernola) consistent with the City of Eastvale Sixth Cycle Housing Element.

On January 22, 2025, the City Council introduced an Ordinance for a Change of Zone from SP - Specific Plan Zone (I-15 Corridor Specific Plan) to R-3 - General residential Zone for the southernmost 10.01-acre portion of APN 152-640-004 (Vernola).

Attachment(s)

Attachment 1 - Draft Ordinance - Vernola (Change of Zone)
Attachment 2 - Exhibit A to Draft Ordinance

ORDINANCE NO. 25-XX

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP FROM SP – SPECIFIC PLAN ZONE (I-15 CORRIDOR SPECIFIC PLAN) TO R-3 – GENERAL RESIDENTIAL ZONE FOR THE SOUTHERNMOST 10.01 ACRES OF APN 152-640-004 CONSISTENT WITH THE CITY OF EATVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN

THE CITY COUNCIL OF THE CITY OF EASTVALE ORDAINS AS FOLLOWS:

SECTION 1: ENVIRONMENTAL FINDINGS

Pursuant to the provisions of the California Environmental Quality Act (CEQA Public Resources Code, Section 21084 et. seq.), the proposed Change of Zone was contemplated and fully evaluated under the City of Eastvale Housing Element and Addendum to the Eastvale General Plan Final EIR (State Clearinghouse No. 2011111061) adopted by the Eastvale City Council in April 2022 and the City of Eastvale 2040 General Plan Environmental Impact Report (State Clearinghouse No. 2022080090) adopted and certified by the Eastvale City Council in March 2024. This action is an implementation of the City of Eastvale Housing Element and Eastvale 2040 General Plan and would allow for residential development of up to 32 units per acre. No development is proposed as part of this action. No further environmental review pursuant to CEQA is required.

SECTION 2: FINDINGS FOR THE CHANGE OF ZONE

Finding 1: The change is consistent with the General Plan goals, policies, and implementation programs.

Evidence: The 18.61-acre undeveloped site is currently zoned SP – Specific Plan and is located within Planning Area 1 of the I-15 Corridor Specific Plan. Planning Area 1 of the I-215 Corridor Specific Plan has a CR – Commercial Retail designation and does not permit residential uses. The City of Eastvale Sixth Cycle Housing Element, adopted by City Council on April 20, 2022 and certified by the California Department of Housing and Community Development (HCD) on June 21, 2022 identified 10 acres of Assessor Parcel Number (APN) 152-640-004 as one of the candidate rezoning sites to accommodate the City's assigned share of the Regional Housing Needs Assessment (RHNA). The adopted Housing Element includes Strategy HE-1A, which commits the City to amending the General Plan land use designation and zoning of 10 acres of the subject property (known as Vernola) to the Highest Residential Density land use designation and R-3 zoning to accommodate at least 320 units of the City's lower income RHNA. The City completed the land use designation change with the adoption of the Eastvale 2040 General Plan. The existing Zoning is inconsistent with the Housing Element of the 2040 General Plan.

The proposed Change of Zone is consistent with Strategy HE-1A of the Housing Element as well as Policy LU-4.5 of the 2040 General Plan, which further identifies the southern portion of the subject site as residential. The rezoning of this property would streamline the process for a future residential development consistent with Government Code Section 65583, subdivision (c)(1) and 65583.2 subdivisions (h) and (i).

Finding 2: The amendment is consistent with the most recent adopted version of the Chino Airport land Use Compatibility Plan.

Evidence: The project site is not located within the Chino Airport influence area and is not subject to a consistency determination with the Airport Land Use Compatibility Plan (ALUCP).

SECTION 3. CHANGE OF ZONE

The Official Zoning Map for the City of Eastvale is hereby amended to change the southernmost 10.1 acres of Assessor Parcel Number 152-640-004 from SP – Specific Plan (I-15 Corridor Specific Plan) to R-3 – General Residential, as shown within Exhibit A attached hereto and incorporated herein by reference.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 7. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ADOPTED this 12th day of February 2025.

_____
Mike McMinn
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. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

EXHIBIT "A"
RESIDENTIAL ZONE
LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 WEST, IN THE JURUPA RANCHO, AS SHOWN BY MAP OF SECTIONIZED SURVEY OF SAID RANCHO ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 36696, AS SHOWN BY MAP ON FILE IN BOOK 446 OF MAPS, AT PAGES 1 THROUGH 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 0° 39' 36" EAST, ALONG THE EASTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 36592, AS SHOWN BY MAP ON FILE IN BOOK 235 OF PARCEL MAPS, AT PAGES 88 THROUGH 91, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 539.84 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 20' 24" EAST, A DISTANCE OF 765.74 FEET TO THE WESTERLY LINE OF PARCEL 0393-005A AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION, RECORDED MARCH 7, 2019, AS DOCUMENT NO. 2019-0087758, O.R., RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 15° 31' 12" EAST, ALONG SAID WEST LINE, A DISTANCE OF 88.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 0393-005A, BEING ON THE WESTERLY LINE OF PARCEL 7492-1 AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION, RECORDED FEBRUARY 1, 1988, AS DOCUMENT NO. 28620, O.R., RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,500.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80° 07' 35" WEST;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGEL OF 10° 21' 36", AN ARC DISTANCE 452.04, TO THE NORTHEAST CORNER OF LOT 48 OF TRACT NO. 31496-2 AS SHOWN BY MAP ON FILE IN BOOK 383 OF MAPS, AT PAGES 13 THROUGH 19, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXHIBIT "A"
RESIDENTIAL ZONE
LEGAL DESCRIPTION

THENCE NORTH 89° 41' 19" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 31496-2, A DISTANCE OF 832.36 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10.01 ACRES, MORE OR LESS.

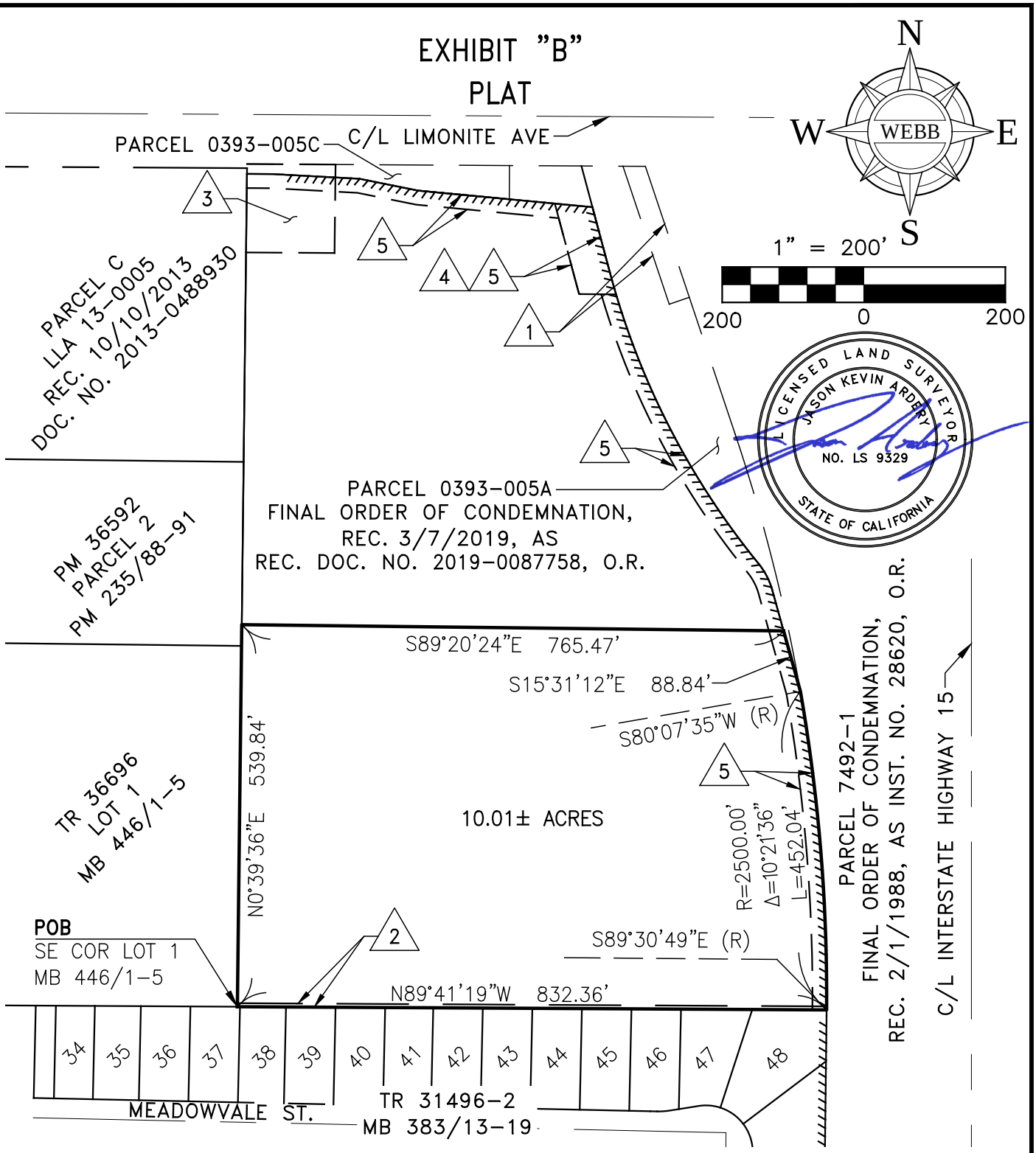
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION

Jason Ardery, L.S. 9329 — Date 11/26/2024

LICENSED LAND SURVEYOR
JASON KEVIN ARDERY
NO. L 9329
STATE OF CALIFORNIA

Prepared By: JKA
Checked By: MJ

EXHIBIT "B"
PLAT



SEC. 30, T2S, R6W, SBM

SEE SHEET 2 FOR EASEMENT NOTES & LEGEND

ALBERT A. WEBB ASSOCIATES

CITY OF EASTVALE

H:\2022\22-0179\Drawings\Mapping\Legals & Plats\Residential Zone\22-0179-V-RESIDENTIAL PLAT.dwg 11/26/2024 4:48 PM Jason

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O. 22-0179

SCALE: 200'

DRWN BY JKA DATE 11/26/2024
CHKD BY MJ DATE 11/26/2024

SUBJECT: ZONING PLAT

EXHIBIT "B"
EASEMENT NOTES & LEGEND

EASEMENT NOTES

1 – EASEMENT AND RIGHTS INCIDENTAL THERETO FOR CONSTRUCT, RECONSTRUCT, ALTER, EXPAND, ENLARGE, REPLACE, USE OPERATE, INSPECT, MAINTAIN, REPAIR AND REMOVE WATER PIPELINES TO SANTA ANA WATERSHED PROJECT AUTHORITY, AS SET FORTH IN A DOCUMENT RECORDED OCTOBER 9, 1997 AS INSTRUMENT NO. 367307 OF OFFICIAL RECORDS.

2 – 5' WIDE GRADING LICENSE IN FAVOR OF DPDG FUND IX, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS SET FORTH IN DOCUMENT ENTITLED LICENSE AN CONSTRUCTION AGREEMENT RECORDED FEBRUARY 10, 2005 AS INSTRUMENT NO. 118023 OF OFFICIAL RECORDS.

3 – A LEASE BETWEEN PAT VERNOLA AND THE UNITED STATES OF AMERICA FOR INSTALLATIONS AND MAINTENANCE OF AN OUTER MARKER AND COMPASS LOCATOR TO SERVE RIVERSIDE AND CHINO AIRPORTS RECORDED JANUARY 15, 1986, AS INSTRUMENT NO. 9941 OF OFFICIAL RECORDS.

4 – EASEMENT AND RIGHTS INCIDENTAL THERETO FOR A PERMANENT WATER EASEMENT TO THE CHINO BASIN DESALTER AUTHORITY, AS SET FORTH IN A DOCUMENT RECORDED MARCH 15, 2019 AS DOCUMENT NO. 2019–0087758 OF OFFICIAL RECORDS. (PARCEL 0393–005G)

5 – EASEMENT AND RIGHTS INCIDENTAL THERETO FOR NON–EXCLUSIVE TEMPORARY CONSTRUCTION TO COUNTY OF RIVERSIDE, AS SET FORTH IN A DOCUMENT RECORDED MARCH 15, 2019 AS DOCUMENT NO. 2019–0087758 OF OFFICIAL RECORDS. (PARCEL 0393–005H)

LEGEND

/////// RIGHTS OF ACCESS TO OR FROM THE PUBLIC ROAD OR STREET, HIGHWAY OR FREEWAY ADJACENT TO THE LAND, AS RELINQUISHED OR SEVERED IN DEED RECORDED MARCH 15, 2019 AS DOCUMENT NO. 2019–0087758 OF OFFICIAL RECORDS.

LICENSED LAND SURVEYOR
JASON KEVIN ARDERY
NO. LS 9329
STATE OF CALIFORNIA

SEC. 30, T2S, R6W, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF EASTVALE

H:\2022\22–0179\Drawings\Mapping\Legals & Plats\Residential Zone\22–0179–V–RESIDENTIAL PLAT.dwg 11/26/2024 4:48 PM Jason

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O. 22–0179

SCALE: N/A

DRWN BY JKA DATE 11/26/2024
CHKD BY MJ DATE 11/26/2024

SUBJECT: EASEMENT NOTES & LEGEND

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.7
February 12, 2025

PLN24-20103 and PLN24-20104 - Zoning Code Amendment to establish the Residential Opportunity (RO) Overlay Zone and Change of Zone to apply the Residential Opportunity Overlay Zone to the approximately 20.46 acres of the Eastvale Gateway 1 (North) property (Second Reading)

Prepared By:
David Murray, City Planner

Recommended Action(s)
Staff recommends that the City Council take the following actions:

1. Adopt an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY EASTVALE, CALIFORNIA, AMENDING TITLE 120 (PLANNING AND ZONING) OF THE EAST MUNICIPAL CODE TO ADD CHAPTER 120.10 ESTABLISHING THE RESIDENTIAL OPPORTU OVERLAY ZONE; and
2. Adopt an Ordinance entitled: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE C OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP TO APPLY RESIDENTIAL OPPORTUNITY (RO) OVERLAY ZONE TO APPROXIMATELY 20.46 ACRES OF GATEWAY 1 (NORTH) PROPERTIES LOCATED ON THE NORTHEAST CORNER OF LIMON AVENUE AND HAMNER AVENUE, CONSISTENT WITH THE CITY OF EASTVALE SIXTH C HOUSING ELEMENT AND 2040 GENERAL PLAN.

Summary
The proposed project includes a City-initiated Zoning Code Amendment to add Chapter 120.10

establishing the Residential Opportunity (RO) Overlay Zone and change of zone to apply the RO Overlay Zone 20.46 acres of the Eastvale Gateway 1 (North) property located on the northeast corner of Limonite Avenue and Hamner Avenue for consistency with the City's adopted Sixth Cycle Housing Element, the 2040 General Plan, and state law.

Background

On April 10, 2022, the City Council adopted the City of Eastvale Sixth Cycle Housing Element. The Housing Element was then certified by the California Department of Housing and Community Development (HCD) on June 21, 2022. The City Council adopted the Eastvale 2040 General Plan on March 27, 2024 which incorporated and built upon the Housing Element.

The Housing Element is a State mandated chapter of the Eastvale General Plan that sets forth an eight-year plan ("housing cycle") to address the City's identified housing needs. The Housing Element describes, identifies, and analyzes the City's Regional Housing Needs Assessment (RHNA) and addresses the maintenance and expansion of the housing supply to accommodate the households that currently live and/or are expected to live in Eastvale in the housing cycle. Through research and analysis, the Housing Element identifies available candidate housing sites and establishes a Housing Policy Program to accommodate the RHNA, as determined by the Southern California Association of Governments (SCAG) and approved by the California State Department of Housing and Community Development (HCD). For the Sixth Cycle Housing Element (2021-2029), the City of Eastvale was allocated a RHNA of 3,028 residential units, divided into the following income categories in relation to Area Median Income (AMI):

- Very Low Income - 1,145 units
- Low Income - 672 units
- Moderate Income - 635 units
- Above Moderate Income - 576 units

Per state law, the Housing Element must demonstrate adequate sites to accommodate at least 3,028 residential units. The City is also required to have zoning in place with densities of at least 30 dwelling units per acre to accommodate units for very low- and low-income households. Due to the limited availability of vacant land within residential zones throughout the City, a number of sites were identified and approved as candidate rezoning sites to fill the gap in accommodating the full RHNA obligation. These included properties within the Leal Master Plan area and the Eastvale Gateway areas.

One of the properties identified in the Sixth Cycle Housing Element as a candidate rezoning site includes six parcels within the Eastvale Gateway 1 (North) shopping center, totaling 20.46 acres. To accomplish the rezoning to allow residential uses, Housing Element Strategy HE-1B provides that the City will establish a Residential Opportunity (RO) Overlay Zone and apply it to a minimum of 5.5 acres of these six parcels within the Gateway 1 (North) property to accommodate 176 units of the City's lower income RHNA. Per Strategy HE-1B, the RO Overlay Zone must allow at least 30 units per acre and comply with the requirements of Government Code Section 65583, subdivision (c)(1) and 65583.2 subdivisions (h) and (i) as listed:

- Permit owner-occupied and rental multifamily uses by right and will not require a conditional use permit or other discretionary review or approval for developments in which 20 percent or

more of the units are affordable to lower income households;
- Permit the development of at least 16 units per site and a minimum of 20 dwelling units per acre;
- Ensure at least 50 percent of the shortfall of low- and very low-income regional housing need can be accommodated on sites designated for exclusively residential uses;
- Ensure sites will be available for development during the planning period where water and sewer can be provided; and
- Ensure sites encouraging proximity to employment, schools, and other resources.

Applying the RO Overlay Zone to 20.46 acres of the Gateway 1 (North) property is intended to accommodate at least 176 units of the City's lower income RHNA obligation. Staff is recommending applying the RO Overlay Zone to the entire 20.46 acres, more than the minimum of 5.5 acres required by Housing Element Strategy HE-1B to provide flexibility in the siting of potential future residences within the shopping center.

Policy LU-4.4 of the 2040 General Plan further identifies the Gateway 1 (North) property as a location for residential uses. Applying the RO Overlay Zone to this property would streamline the process for a future residential development consistent with California Government Code Section 65583, subdivision (c)(1) and 65583.2 subdivisions (h) and (i).

Timeliness Requirement

Typically, jurisdictions that successfully adopt and obtain HCD certification for their Housing Elements by the statutory deadline must complete their identified rezonings within one year of the due date. However, Senate Bill (SB) 197, signed by the Governor on June 30, 2022, extended the rezoning deadline to 3 years and 120 days from the statutory deadline. The statutory deadline for Housing Element certification for the Sixth Cycle was October 15, 2021 after an automatic time extension. Therefore, the rezonings identified within the City's Housing Element must be approved and in place no later than February 15, 2025, pursuant to SB 197.

Analysis

Gateway 1 (North) is an approximately 74.1-acre site fully developed as a regional shopping center located at the northeast corner of Limonite Avenue and Hamner Avenue. Adjacent uses include Swan Lake mobile home park to the north, the Leal Master Plan development area to the west, the Gateway South commercial shopping center to the south, and the I-15 freeway corridor to the east.

The site is currently zoned SP - Specific Plan and is located within Planning Areas 2 and 22 of the I-15 Corridor Specific Plan. Planning Areas 2 and 22 of the I-15 Corridor Specific Plan have a CR - Commercial Retail designation and do not permit residential uses. As such, the existing Zoning is inconsistent with the Housing Element and the 2040 General Plan.

Per the Housing Element, Staff is recommending a Zoning Code Amendment (PLN24-20103) to add Chapter 120.10 establishing the Residential Opportunity (RO) Overlay Zone and a Change of Zone (PLN24-20104) to apply the RO Overlay Zone to 20.46 acres of the Gateway 1 (North) property located on the northeast corner of Limonite Avenue and Hamner Avenue for consistency with the City's Sixth Cycle Housing Element, the 2040 General Plan, and state law. The proposed project components are consistent with Strategy HE-1B of the Housing Element as well as Policy LU-4.4 of the 2040 General Plan.

Exhibit "A" of Attachment 1 includes the proposed language to be added to the Zoning Code in order to establish the Residential Opportunity Overlay Zone. If at some point in the future, the current property owner wishes to replace some of the parking area with residential uses based on market demand, the new residential development would need to comply with the regulations of this chapter. As drafted, the chapter refers to the development standards and permitted uses of the R-3 - General Residential Zone and the parking requirements within the Zoning Code. Additionally, the density and number of units must be consistent with any minimums or maximums established within the General Plan and Housing Element.

Exhibit "A" of Attachment 2 includes the list of Assessor Parcel Numbers (APNs) that the Residential Opportunity Overlay Zone would be applied to, along with a corresponding location map. The underlying Specific Plan Zoning and designation as Commercial Retail will remain as the primary land use designation. The RO Overlay Zone would not impact any existing or future commercial businesses within the Eastvale Gateway Shopping Center. The utilization of the RO Overlay Zone would be subject to the request of the property owner if they wish to take advantage of the ability to develop residential uses on underutilized areas of the shopping center. Any future residential development will be subject to the required application and approval processes outlined in the Zoning Code at the time of application submittal.

Environmental

Pursuant to the provisions of the California Environmental Quality Act (CEQA Public Resources Code, Section 21084 et. seq.), the proposed project was contemplated and fully evaluated under the City of Eastvale Housing Element and Addendum to the Eastvale General Plan Final EIR (State Clearinghouse No. 2011111061) adopted by the Eastvale City Council in April 2022 and the City of Eastvale 2040 General Plan Environmental Impact Report (State Clearinghouse No. 2022080090) adopted and certified by the Eastvale City Council in March 2024. This action is an implementation of the City of Eastvale Housing Element and Eastvale 2040 General Plan and would allow for residential development with a minimum density of 30 units per acre. No development is proposed as part of this action. No further environmental review pursuant to CEQA is required.

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

Not Applicable

Fiscal Impact

There is no fiscal impact to the City associated with the adoption of this Change of Zone, as staff time to prepare this report and draft ordinances is included in the FY 2024/25 Community Development Department budget.

Prior City Council/Commission Action

On April 10, 2022, the City Council adopted the City of Eastvale Sixth Cycle Housing Element which was then certified by the California Department of Housing and Community Development (HCD) on June 21, 2022. The City Council adopted the Eastvale 2040 General Plan on March 27, 2024 which incorporated and built upon the Housing Element.

On December 18, 2024, the Planning Commission adopted Resolution 24-15 recommending that the City Council approve Zoning Code Amendment PLN24-20103 to add Chapter 120.10 establishing the

Residential Opportunity (RO) Overlay Change of Zone and Change of Zone PLN24-20104 to apply the Residential Opportunity Zone to 20.46 acres of the Eastvale Gateway 1 property consistent with the City of Eastvale Sixth Cycle Housing Element.

On January 22, 2025, the City Council introduced an Ordinance for a Zoning Code Amendment to establish the Residential Opportunity (RO) Overlay Zone and an Ordinance for a Change of Zone to apply the Residential Opportunity Overlay Zone to the approximately 20.46 acres of the Eastvale Gateway 1 (North) property.

Attachment(s)

Attachment 1 - Draft Ordinance - Residential Opportunity Overlay Zone
Attachment 2 - Draft Ordinance - Change of Zone - Gateway North

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING TITLE 120 (PLANNING AND ZONING) OF THE EASTVALE MUNICIPAL CODE TO ADD CHAPTER 120.10 ESTABLISHING THE RESIDENTIAL OPPORTUNITY OVERLAY ZONE

WHEREAS, the Eastvale City Council adopted the City of Eastvale Sixth Cycle Housing Element on April 20, 2022; and

WHEREAS, the California Department of Housing and Community Development (HCD) certified the City of Eastvale Housing Element on June 21, 2022; and

WHEREAS, as part of the City's compliance with state law and the Regional Housing Needs Assessment (RHNA), the Housing Element identified the need to establish a Residential Opportunity Overlay Zone to then be applied to candidate rezoning sites to accommodate the City's assigned share of the regional housing needs; and

WHEREAS, the Residential Opportunity Overlay Zone would allow for residential development with a minimum density of 30 units per acre on underutilized parking areas of existing shopping centers to accommodate residential uses; and

WHEREAS, pursuant to California Government Code Section 65583.4, the City of Eastvale is proposing an amendment to the Zoning Code (Title 120 of the Eastvale Municipal Code) to add Chapter 120.10 establishing the Residential Opportunity Overlay Zone consistent with the adopted Housing Element; and

WHEREAS, the Residential Opportunity Overlay Zone may be applied, by action of the City Council, to qualifying properties to meet the RHNA obligations and state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. As required by Section 120.01.070(e) of the Eastvale Municipal Code, the City Council finds that the changes contained in this ordinance are consistent with the General Plan goals, policies, and implementation programs. Specifically, Housing Element Strategy HE-1B provides the City will establish a Residential Opportunity Overlay Zone that will allow at least 30 units per acre and comply with the requirements of Government Code Section 65583, subdivision (c)(1) and 65583.2 subdivisions (h) and (i) as listed:

- Permit owner-occupied and rental multifamily uses by right and will not require a conditional use permit or other discretionary review or approval for developments in which 20 percent or more of the units are affordable to lower income households;

- Permit the development of at least 16 units per site and a minimum of 20 dwelling units per acre;

- Ensure at least 50 percent of the shortfall of low- and very low-income regional housing need can be accommodated on sites designated for exclusively residential uses;

- Ensure sites will be available for development during the planning period where water and sewer can be provided; and

- Ensure sites encouraging proximity to employment, schools, and other resources.

SECTION 2. Amendment of Title 120. Chapter 120.10 (Residential Opportunity Overlay Zone) is added in its entirety to the Eastvale Municipal Code and shall read as shown in Exhibit "A" to this Ordinance.

SECTION 3. Severability. If any chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date. This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 5. City Clerk Action. The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ORDAINED this 12th day of February, 2025.

_____
Mike McMinn
Mayor

APPROVED AS TO FORM:

_____
Erica L. Vega

ATTEST:

_____
Marc A. Donohue, MMC

City Attorney

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. 25-__, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 22nd day of January, 2025, and was passed by the City Council of the City of Eastvale at a regular meeting held on the 12th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Marc A. Donohue, MMC
City Clerk/Communications Director

EXHIBIT "A"

Chapter 120.10. - Residential Opportunity (RO) Overlay Zone

Sec. 120.10.010. - Purpose

(a) The Residential Opportunity Overlay Zone is intended to designate parcels for the development of multiple-family residential units where the underlying zone does not otherwise allow residential or where there is an existing non-residential use that may transition to a residential or mixed use over time as market demands dictate.

(b) The Residential Opportunity Overlay Zone may be applied to non-residentially zoned properties to facilitate new residential development on undeveloped or underdeveloped land.

(c) The Residential Opportunity Overlay Zone is intended to provide a meaningful blend of residential and nonresidential uses that enhances and builds upon the City's commercial base.

(d) The Residential Opportunity Overlay Zone is intended to facilitate the development of housing on sites identified in the City's Housing Element as available for the development of housing affordable to lower income households.

Sec. 120.10.020 – Implementation

(a) Except as specified within this chapter, all provisions of the underlying zoning district applicable to a property within the Residential Opportunity Overlay Zone shall continue to apply to the property.

(b) Notwithstanding the underlying zoning district, parcels designated as part of the Residential Opportunity Overlay Zone may be developed with residential uses in accordance with the provisions set forth herein.

(c) Residential development proposed on a parcel within the Residential Opportunity Overlay shall be subject to the permitted land uses and development standards applicable within the R-3 zoning district.

(d) Residential development within the Residential Opportunity Overlay zone shall not create or exacerbate nonconforming conditions for existing non-residential development with respect to parking or any other development standards applicable to the existing non-residential development.

Sec. 120.10.040. – Density

The density of a residential development within the Residential Opportunity Overlay Zone shall be between 20.1 and 40 dwelling units per acre.

ORDINANCE NO. 25-XX

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP TO APPLY THE RESIDENTIAL OPPORTUNITY (RO) OVERLAY ZONE TO APPROXIMATELY 20.46 ACRES OF THE GATEWAY 1 (NORTH) PROPERTIES LOCATED ON THE NORTHEAST CORNER OF LIMONITE AVENUE AND HAMNER AVENUE, CONSISTENT WITH THE CITY OF EASTVALE SIXTH CYCLE HOUSING ELEMENT AND 2040 GENERAL PLAN

THE CITY COUNCIL OF THE CITY OF EASTVALE ORDAINS AS FOLLOWS:

SECTION 1: ENVIRONMENTAL FINDINGS

Pursuant to the provisions of the California Environmental Quality Act (CEQA Public Resources Code, Section 21084 et. seq.), the proposed Change of Zone (PLN24-20104) was contemplated and fully evaluated under the City of Eastvale Housing Element and Addendum to the Eastvale General Plan Final EIR (State Clearinghouse No. 2011111061) adopted by the Eastvale City Council in April 2022 and the City of Eastvale 2040 General Plan Environmental Impact Report (State Clearinghouse No. 2022080090) adopted and certified by the Eastvale City Council in March 2024. This action is an implementation of the City of Eastvale Housing Element and Eastvale 2040 General Plan and would allow for residential development at a density of at least 30 units per acre. No development is proposed as part of this action. No further environmental review pursuant to CEQA is required.

SECTION 2: FINDINGS FOR THE CHANGE OF ZONE

Finding 1: The change is consistent with the General Plan goals, policies, and implementation programs.

Evidence: The 74.1-acre site Gateway 1 (North) site is currently zoned SP – Specific Plan and is located within Planning Areas 2 and 22 of the I-15 Corridor Specific Plan. Planning Areas 2 and 22 of the I-215 Corridor Specific Plan have a CR – Commercial Retail designation and do not permit residential uses. The City of Eastvale Sixth Cycle Housing Element, adopted by City Council on April 20, 2022 and certified by the California Department of Housing and Community Development (HCD) on June 21, 2022 identified six of the twenty-five parcels within the Gateway 1 (North) shopping center as candidate rezoning sites to accommodate the City's assigned share of the Regional Housing Needs Assessment (RHNA). The adopted Housing Element includes Strategy HE-1B, which provides that the City will establish a Residential Opportunity (RO) Overlay Zone that will allow at least 30 units per acre and apply it to the six Gateway 1 (North) parcels to create opportunities for infill residential development on underutilized commercial surface parking areas. The Residential Opportunity Overlay Zone must facilitate a minimum of 176 units

to accommodate the lower income RHNA and comply with the requirements of Government Code Section 65583, subdivision (c)(1) and 65583.2 subdivisions (h) and (i) as listed:

- Permit owner-occupied and rental multifamily uses by right and will not require a conditional use permit or other discretionary review or approval for developments in which 20 percent or more of the units are affordable to lower income households;

- Permit the development of at least 16 units per site and a minimum of 20 dwelling units per acre;

- Ensure at least 50 percent of the shortfall of low- and very low-income regional housing need can be accommodated on sites designated for exclusively residential uses;

- Ensure sites will be available for development during the planning period where water and sewer can be provided; and

- Ensure sites encouraging proximity to employment, schools, and other resources.

The proposed Change of Zone to apply the Residential Opportunity Overlay Zone is consistent with Strategy HE-1B of the Housing Element as well as Policy LU-4.4 of the 2040 General Plan, which calls for developing a plan for introducing residential development into the Gateway 1 (North) property.

Finding 2: The amendment is consistent with the most recent adopted version of the Chino Airport land Use Compatibility Plan.

Evidence: The project site is not located within the Chino Airport influence area and is not subject to a consistency determination with the Airport Land Use Compatibility Plan (ALUCP).

SECTION 3. CHANGE OF ZONE

The Official Zoning Map for the City of Eastvale is hereby amended to apply the Residential Opportunity Overlay Zone to the Assessor Parcel Number (APNs) listed and shown within Exhibit A attached hereto and incorporated herein by reference. The Residential Opportunity Overlay Zone shall be in addition to the existing underlying zoning of Commercial Residential (CR) on said parcels and shall not supplant or supersede the existing CR zoning.

SECTION 4. SEVERABILITY

If any Chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 7. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ADOPTED this 12th day of February, 2025.

_____
Mike McMinn
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. 25-XX, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of February 2025, by the following vote:

AYES:

NOES:

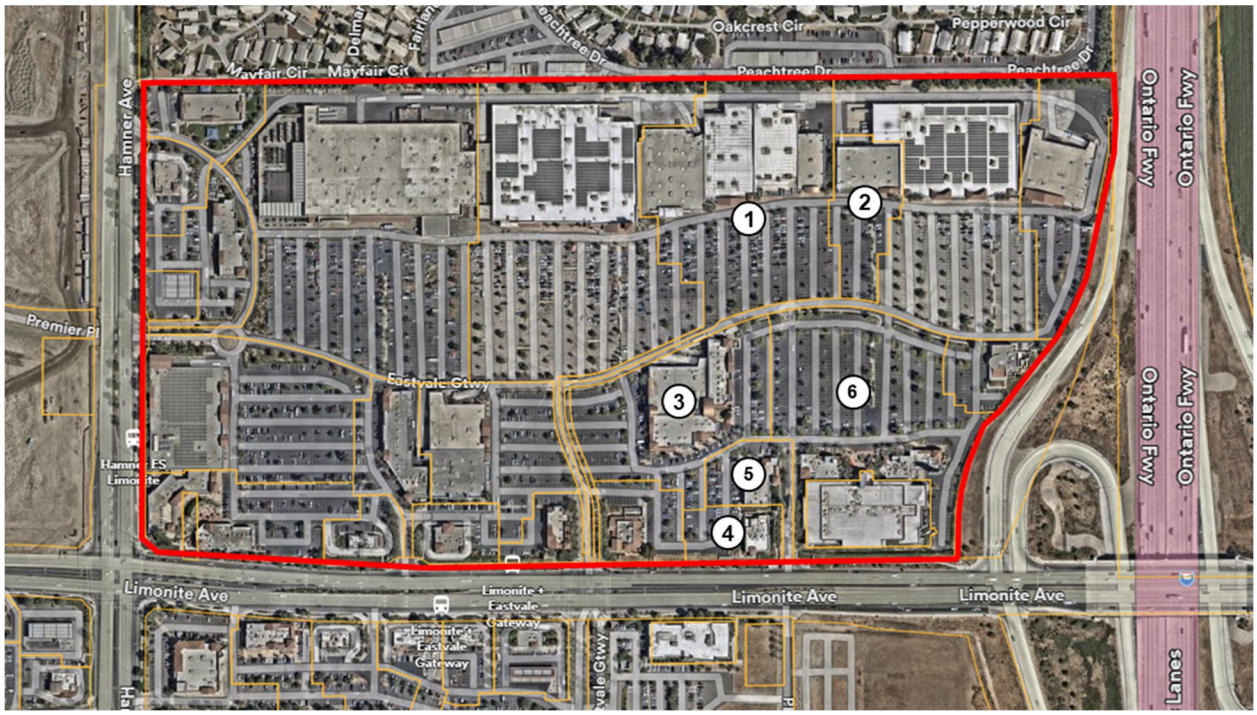
ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

EXHIBIT A

PLN 24-20104 Change of Zone to apply the Residential Opportunity (RO) Overlay Zone to Gateway 1 (North) Property – Applicable Assessor Parcel Numbers (APNs)



Map Location	APN	Acres
1	160-030-067	6.93
2	160-030-068	1.61
3	160-030-071	4.02
4	160-030-072	0.92
5	160-030-073	1.02
6	160-030-074	5.96
	Total Acreage	20.46

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.8
February 12, 2025

Declaration of Land as Exempt Surplus, Authorizing a Lot Line Adjustment Application, and Authorizing the Sale of the Land

Prepared By:

Erica Vega, City Attorney

Recommended Action(s)

It is recommended that the City Council adopt a resolution declaring approximately 900 square feet of the City-owned property within the Hamner Place shopping center as exempt surplus under the Surplus Land Act, authorizing the submission of a lot line adjustment application to adjust the boundary line between the City parcel and the adjacent parcel owned by Eastvale Palace LLC, and authorizing the City Manager to execute a Purchase and Sale Agreement with Eastvale Palace LLC for the exempt surplus area.

Summary

The proposed resolution declares approximately 900 square feet of City-owned land within the Hamner Place shopping center "exempt surplus" under California's Surplus Land Act, pursuant to the exemption for land that is less than one-half acre in size and not contiguous to State or local agency owned land used for low or moderate income housing or open space.

Background

During the construction of the parking lot for the Staybridge Suites hotel at Hamner Place, parking improvements were placed across the property line on the adjacent City-owned parcel. The encroaching parking lot improvements cover approximately 900 square feet of land on the City-owned parcel. The City and Eastvale Palace LLC, the owner of the Staybridge Suites hotel, have entered into a License Agreement to allow the encroachments to remain in place while the City and Eastvale Palace LLC pursued a lot line adjustment and purchase and sale of the area in question so that the encroachments become a part of the parcel owned by Eastvale Palace and the City is fairly

compensated for the land.

The proposed resolution declaring the property "exempt surplus" allows the City to proceed with the lot line adjustment and sale of the area to Eastvale Palace LLC without having to comply with the procedures of the Surplus Land Act.

Environmental

The approval of this resolution is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15312, which exempts the sale of surplus government property from CEQA review.

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

Not applicable

Fiscal Impact

The adoption of this resolution does not have a fiscal impact to the City. If the property is ultimately sold to Eastvale Palace LLC, the previously approved License Agreement provides that the compensation to be paid to the City for the area will be $26.25 per square foot.

Prior City Council/Commission Action

December 11, 2024 - City Council approved the License Agreement with Eastvale Palace LLC

Attachment(s)

Attachment 1 - Resolution

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, (1) DECLARING APPROXIMATELY 900 SQUARE FEET OF CITY-OWNED PROPERTY LOCATED NEAR THE EASTERN TERMINUS OF SCHLIESMAN ROAD WITHIN THE HAMNER PLACE SHOPPING CENTER AS EXEMPT SURPLUS LAND UNDER THE SURPLUS LANDS ACT PURSUANT TO GOVERNMENT CODE SECTION 54221(F)(1)(B); (2) AUTHORIZING THE SUBMISSION OF A LOT LINE ADJUSTMENT APPLICATION TO REMOVE THE EXEMPT SURPLUS LAND FROM THE CITY PARCEL; AND (3) AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH EASTVALE PALACE LLC FOR THE EXEMPT SURPLUS LAND

WHEREAS, the State Surplus Land Act (Government Code Sections 54220 – 54234; or "SLA") generally requires local agencies (such as the City) to follow specific procedures to notify the public regarding the availability of "surplus land" before it is sold, to provide an opportunity for the public to propose and negotiate for the possible development of projects that meet the State's goals, focused on the provision of affordable housing, and also including opportunities for the development of parks and schools; and

WHEREAS, to the extent property is not needed for the City's use, before the City takes action to dispose of the property, the City is required under the SLA to declare the property either "surplus land" or "exempt surplus land"; and

WHEREAS, the SLA defines "exempt surplus land" that is not required to follow the procedural requirements of the SLA to include (among other exemptions) surplus land that is less than one-half acre in area and is not contiguous to land owned by a governmental agency used for open-space or low- or moderate-income housing purposes and does not exhibit any of the ineligibility criteria for exempt surplus status (Government Code Sections 54221(f)(1)(B), 54221(f)(2)); and

WHEREAS, the City of Eastvale owns a parcel of undeveloped land at the eastern terminus of Schliesman Road within the commercial shopping center known as "Hamner Place" (the "City Parcel"); and

WHEREAS, Eastvale Palace LLC owns a parcel of property adjacent to the City Parcel on which it has developed a hotel and surface parking lot serving the hotel (the "Hotel Parcel"); and

WHEREAS, the surface parking lot improvements constructed by Eastvale Palace LLC on the Hotel Parcel encroach onto the City Parcel, taking up approximately 900 square feet of surface area, as depicted and in Exhibit "A" attached hereto and incorporated by reference (the "Parking Encroachment Area"); and

WHEREAS, given the small size of the Parking Encroachment Area and the cost associated with removal and reconstruction of the parking lot improvements to be solely contained within

the Hotel Parcel, City and Eastvale Palace LLC desire to adjust the lot line between the two parcels so that the Parking Encroachment Area is incorporated into the Hotel Parcel, and for Eastvale Palace LLC to purchase the Parking Encroachment Area from the City at fair market value; and

WHEREAS, on or about December 11, 2024, the City and Eastvale Palace LLC entered into a License Agreement to allow the parking improvements in the Parking Encroachment Area to remain in place while the parties process the lot line adjustment, and allows the City to terminate the License if the lot line adjustment is not approved; and

WHEREAS, the City Parcel is an undeveloped, rough graded pad, and the City has no plans to utilize the City Parcel for open space or affordable housing purposes in the future. The City Parcel is within a commercial shopping center with recorded covenants, conditions and restrictions (CC&Rs) that prohibit residential uses, and the shopping center owner retains the right to approve or deny any use of the City Parcel other than for a civic center and other specific uses identified in the CC&Rs. The City purchased the City Parcel on or about January 28, 2019 with the intent to develop a future civic center on the site, and is currently evaluating whether there is an alternative City use for the City Parcel as the City is acquiring an alternative, more centrally located site for the future civic center that will accommodate a larger civic center development to include a city hall, library, police substation, and public park. If it is determined that the remaining City Parcel is surplus to the City's needs, the City will dispose of it in full compliance with the SLA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. That the foregoing recitals are true and correct and establish the factual basis for the city council's adoption of this resolution.

SECTION 2. That the Parking Encroachment Area is "exempt surplus land" pursuant to Government Code Section 54221(f)(1)(B) because it is approximately 900 square feet in area (less than one-half acre) and is not contiguous to land owned by a governmental agency that is used for open-space or low- or moderate-income housing purposes. Furthermore, the Parking Encroachment Area does not meet any of the criteria that disqualify land from being considered exempt surplus listed in Government Code Section 54221(f)(2), namely it is not within a coastal zone, adjacent to a historical unit of the State Parks System, listed on or determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places, or within the Lake Tahoe region. Therefore, pursuant to Government Code Section 54222.3, the City may dispose of the Parking Encroachment Area without further complying with the requirements of the SLA.

SECTION 3. That upon receipt of the concurrence of the California Department of Housing and Community Development in the determination that the Parking Encroachment Area is "exempt surplus land" the City Manager may authorize Eastvale Palace LLC to submit an

application for a lot line adjustment to incorporate the Parking Encroachment Area into the Hotel Parcel.

SECTION 4. That the City Manager is authorized to execute a Purchase and Sale Agreement, the form of which shall be approved by the City Attorney, to sell the Parking Encroachment Area to Eastvale Palace LLC for twenty-six dollars and twenty-five cents ($26.25) per square foot, which represents the appraised value of the area based on the appraisal prepared by BTI Appraisal dated August 4, 2021. The lot line adjustment shall not be finalized and recorded until the purchase price is paid in full.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2025.

_____
Michael McMinn
Mayor

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 City Council Resolution No. 25-__, was duly adopted by the City Council of the City of Eastvale, California, at a meeting held on the 12th day of February, 2025, by the following vote:

AYES:

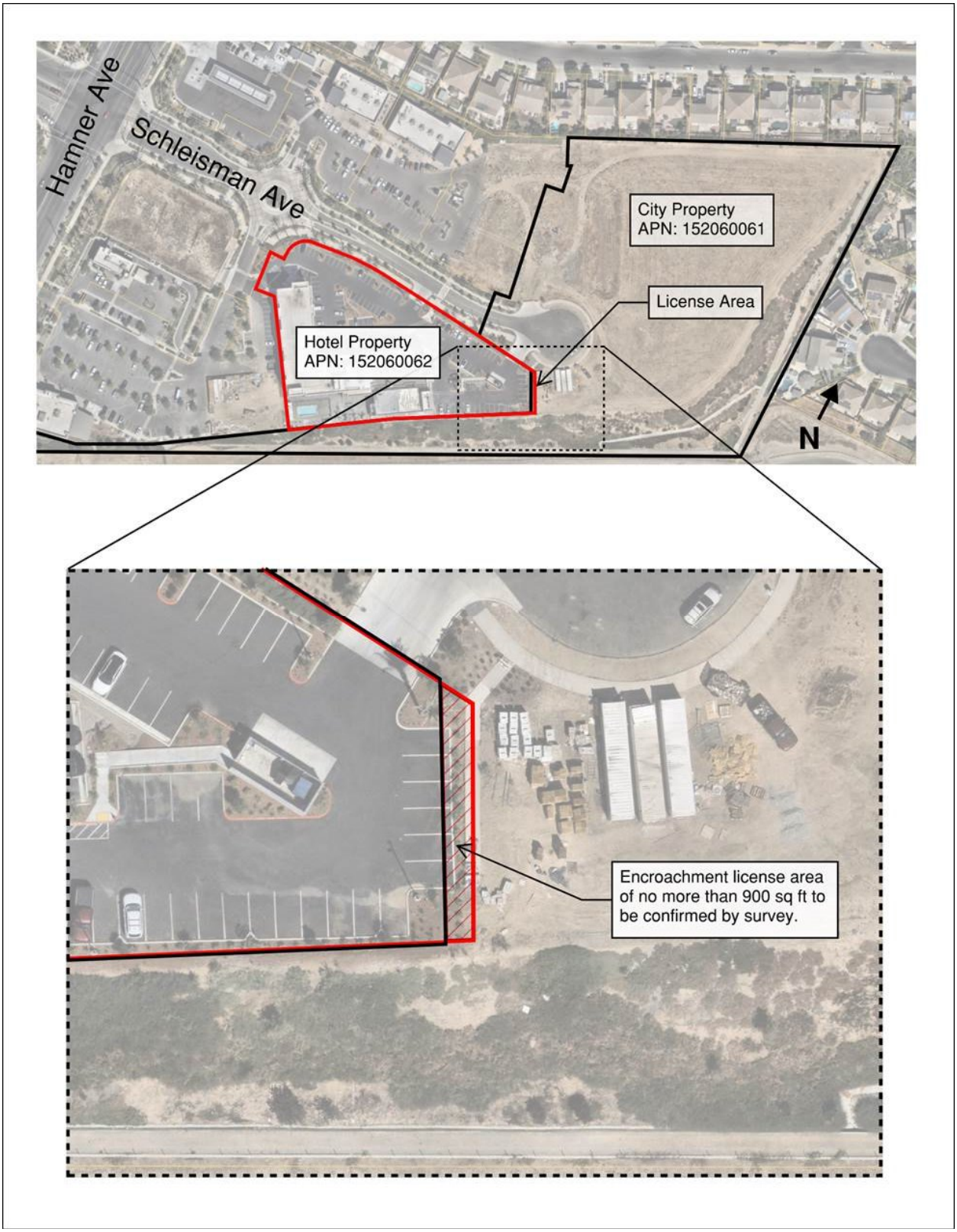
NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk/Communications Director

EXHIBIT “A”


Hamner Ave
Schleisman Ave
City Property
APN: 152060061
License Area
Hotel Property
APN: 152060062
N
Encroachment license area
of no more than 900 sq ft to
be confirmed by survey.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.9
February 12, 2025

Approval of Professional Services Agreement with Community Services Event (California Culture Festivals) for Vendor Sales and Operations Services

Prepared By:

Enswins Cordero, Assistant Director of Community Services & Recreation

Recommended Action(s)

Staff recommends that the City Council authorize the City Manager to enter into an agreement with California Cultural Festivals for the management of retail and food vendor operations during the Eastvale Lantern Festival, at no direct cost to the City, for a term of one year, subject to the terms and conditions as outlined in the agreement.

Summary

The Community Services and Recreation Department is responsible for the planning and implementation of all City community events. The City needs certain technical and support services to advance and meet the recreation goals and policies of the City Council that are outlined in the City's Strategic Plan. City staff seeks approval for a professional services agreement with a vendor management company to oversee vendor operations for the annual Lantern Festival. Due to the scale of the weekend-long event, managing vendor logistics (including permitting, compliance with health and safety regulations, space allocation, marketing and coordination) has become a complex task requiring specialized expertise. A professional vendor management company helps streamline operations, improve vendor relations, and enhance the overall festival experience for attendees.

City staff has reviewed the contractor's proposal and recommends approval based on their demonstrated expertise and experience; ability and competence of the contractor to perform the work within logistical deadlines; familiarity and ability to abide with required health and fire safety

codes; and capacity of their staff to provide necessary guidance to efficiently manage provided services.

Background

The City annually hosts several large-scale community events related to the Strategic Plan that focuses on providing cultural and diverse events to our community. All of these events require various professional and non-professional services to complement the experience and expertise of City staff, partner agencies, and dedicated volunteers. The intent of this professional services agreement listing is to secure the necessary support to recruit, process, and manage a large array of retail and food vendors taking part in the City's weekend-long community events.

Environmental

Approval of the agreements is not a project subject to review under the California Environmental Quality Act.

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

Collaborate to provide cultural, diverse events and celebrations (including cuisine).

Fiscal Impact

Approval of this contract will have no fiscal impact on the City's budget. The selected vendor management company will be responsible for collecting and retaining vendor booth fees to cover the costs associated with managing vendor operations for the Lantern Festival. As a result, the City will not incur any direct expenses related to vendor coordination, permitting, or logistical support.

Prior City Council/Commission Action

On June 12, 2024, City Council approved and adopted a budget resolution amending the 2024-25 Fiscal Budget by $671,900 for the continued development and implementation of community events and celebrations.

Attachment(s)

Attachment 1 - California Culture Festival 2025- Agreement for Services_FINAL.pdf

AGREEMENT FOR VENDOR SALES AND OPERATIONS SERVICES

This Agreement for Services ("Agreement") is entered into as of this 23 day of January 2025 by and between the City of Eastvale, a municipal corporation ("City") and California Culture Festival LLC, a California limited liability company ("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 direct negotiation, 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

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.

Subject to any limitations set forth in this Agreement, Contractor will be compensated for the Services rendered by charging the vendor booth fees specified in Exhibit "B" “Charges and Compensation" to vendors participating in the Event (as defined in Exhibit “A”). No changes are permitted to the compensation rates unless approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.

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 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 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.

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. 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: Mark Orme, City Manager
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: California Culture Festival
16155 Sierra Lakes Parkway #160-161
Fontana, Ca 92336
Attn: Te (Eric) Luan

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 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

_____
Mark Orme
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

CALIFORNIA CULTURE FESTIVAL LLC

_____
By: Te (Eric) Luan
Its: Managing Member

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

California Culture Festival (the "Contractor") will perform Vendor Sales and Operations Agent Services for the City of Eastvale (the "City") as described herein for the Eastvale Lantern Festival, scheduled for February 15, 2025 (11:00 a.m.-8:00 p.m.) and February 16, 2025 (11:00 a.m.-7:00 p.m.) on Scholar Way between Evening Breeze Street and Mustang Way (the "Event").

- Based on Contractor's measurements of the proposed event site, an estimated 100 to 115 vendor booths can be placed on the site, with sufficient clearance at both ends of the street reserved for City related staging and barriers.

- The proposed even site measures approximately 1,600 feet between the intersections of Evening Breeze Street and Mustang Way.

- After allocating 40 feet of clearance at Evening Breeze Street and Mustang Way intersections for City staging, there will be approximately 1,500 linear feet on each side of the street for booths, stage, bouncers, and a beer garden. With 10-foot-deep x 10-foot- wide booth spaces for each vendor, this will allow for 50 booths on each side of the street comfortably, with up to 65 on each side of the street at a sellout.

CONTRACTOR SERVICES TO BE PROVIDED:

Event Layout

- Contractor to produce Site map with exact booth layout & dimensions.

Vendor Sales

- Contractor to oversee all vendor sales and operations, in the following suggested categories and quantities, based on 112 booth placements
    - Food related vendors based on a variety of food and snack categories
    - Original craft vendors
    - Kid-centric vendors & cultural vendors as appropriate
    - 10 booths reserved per City discretion (City & community partner booths)
    - Sponsor booth space if applicable

- Contractor to solicit applications from prospective vendors through a deadline agreed upon between Contractor and the City.

- Contractor to utilize and manage its existing social media accounts to contact prospective vendors and promote event attendance. Contractor to keep records available of costs associated with conducting advertisements.

- City to provide Contractor with branding, Event name, and permission to use the City of Eastvale's name in posts to attract vendors and attendees.

- City to include a link to vendor application form on City's event website.

- Contractor to submit the list of prospective vendors to the City for final approval.

- City to review list of prospective vendors and provide notice of approval by deadline agreed upon between Contractor and the City

Turnkey Vendor Onboarding, Billing, and Management

- Contractor to configure and host all Application, Agreement, and Payment collection operations for all vendors*. Contractor to review, place on layout, and invoice/ collect payments from vendors as necessary per agreement.

- Contractor to provide City with a sales report listing all confirmed and paid vendors, including pertinent information regarding deposits, waived fees, insurance costs, and additional fees incurred due to electrical needs.

- Contractor to provide detailed sales report to City within 10 business days after conclusion of the Event.

- City to review Contractor vendor booth agreement, terms & conditions, and any other event documents.

- Contractor shall charge and collect payments from vendors in accordance with Exhibit “B” Charges and Compensation.

Vendor Management & **Responsibilities***

- Contractor to provide all vendors with Event instructions, schedule, and other documents, as required by City.

- Contractor to obtain required documents, as directed by City, (e.g. proof of insurance, health permits, etc.) from vendors so as to be in full compliance of applicable codes.

- Contractor to respond to vendor questions regarding the Event.

- Contractor, on behalf of city, to manage and obtain County of Riverside Health Department Temporary Food Facility (TFF) Permit from vendors and be the primary liaison between the County inspector and all food vendors.

- Contractor responsible for all costs directly associated with vendor operations including, but not limited to (custodial, electrical, wash sinks, ice, etc.). Some vendor operation services listed above may be approved or secured by the City and any relative costs forwarded to Contractor for payment if necessary.

Vendor Supervision at Event*
(Based on 11:00 a.m. - 8 :00 p.m. Saturday/ 11:00 a.m. - 7:00 p.m. Sunday Event)

- Contractor to develop load-in / load-out plan.
- Contractor to provide supervisory staff for move in and move out, including coordination with City designated staff or volunteers.
- Contractor to staff vendor information booth during Event open hours.
- Other Vendor Duties:
    - Friday (February 14, 2025)
        - Contractor to mark vendor booths - In coordination and with approval from City staff.
    - Saturday (February 15, 2025)
        - Contractor to supervise vendor move in (7:00-10:00 a.m.)
        - Contractor to supervise vendor restock move-out (8:00-10:00 p.m.)
    - Sunday (February 16, 2025)
        - Contractor to supervise vendor move in (8:00-10:00 a.m.)
- Contractor to supervise vendor cleanup & move-out (7:00-10:00 p.m.)

*Any component of the Event that includes beer, wine, and/or liquor and/or the sale of beer, wine, and/or liquor will not be sold or supervised by the Contractor and will be the sole responsibility of the City or its third-party affiliate. The Fun Zone (inflatables) area will also be managed per the sole discretion of the City.

Event Cancellation
In the event of cancellation or postponement of the Event by City or force majeure, refunds to Event vendors are the sole responsibility of the Contractor.

Performance
In the event that Contractor, or any vendor managed by Contractor, fails to abide by event rules leading to the City to obtain additional services (custodial, electrical support, etc.), all pertinent costs will be the responsibility of the Contractor.

Post-Event
Within 10 business days of the conclusion of the event, Contractor will provide a final vendor report listing all event financial information (fees paid/waived, deposits kept/returned, additional fees, advertisement bills, etc.).

CITY SERVICES TO BE PROVIDED:

City to provide will be responsible for providing, but not limited to, the following services:

- Facility-Street usage (there are fees to adjacent parking lots at ERHS and River Heights)
- Parking & traffic control services
- Event security & patrol services (includes Sheriff Deputies, private security)
- Event security screening services (includes metal wands and detection stands).
- Traffic control services (barricades, street signs, CMS boards, detour route)
- Pedestrian access services (barricades & bike rack barriers as needed to prevent pedestrians from accessing restricted areas).
- Fire-Medical response units (ALS units).
- Emergency and event operation mobility carts (golf carts as needed)
- Entertainment Stage w/truss, shade cover, lighting, background banner and stairs.
- Professional audio/video services for entertainment and announcement needs.
- Event signage and banners indicating event rules, key locations, and event amenities.
- Event decorations including entrance archways, truss and lantern lights as appropriate.
- Event seating, tables, and shade as permissible.
- Light towers
- Portable restrooms in compliance with ADA requirements.
- City marketing of event including all social media, press releases, and CNUSD Peach Jar distribution.
- Procurement and distribution of event-themed promotional items.
- Trash receptacles where necessary (Contractor still responsible for custodial services).

EXHIBIT "B"
CHARGES AND COMPENSATION

VENDOR CHARGES - EASTVALE LANTERN FESTIVAL				
Food (No Canopy Provided)	**PRICE**	**EARLY BIRD** (pay in full by 2/8/25)	**SECURITY DEPOSIT**	**BL & TFF**
Regular (15’ wide x 10’ long)	$1,300	$1,200	$200	Included
Corner (20’ wide x 10’ long)	$1,400	$1,300	$200	Included
Food Truck	$600	$500	$200	Included
General Merchandise/Services (No Canopy Provided)	**PRICE**	**EARLY BIRD** (pay in full by 2/8/25)	**SECURITY DEPOSIT**	**BL & TFF**
Regular (10’ x 10”)	$500	$450	$200	Included
Prepackaged Food (10’ x 10’)	$800	$750	$200	Included

REGULATIONS

- Insurance required; new vendors can sign up at: calfestival.com
- 3 amps provided for General vendors, 20 amps for Food Vendors. Personal generators are not allowed unless pre-approved from CA Cultural Festival.
- Additional electricity is $100/20amps
- Canopies are not provided. All canopies should have necessary weights to secure from toppling over.
- The charges collected by Contractor from vendors shall be retained by Contractor as its compensation for the Services rendered to City pursuant to this Agreement.

SECURITY DEPOSIT

- Additional to vendor fee. Will refund after event if your space is clean and your insurance is submitted on time.
- Will not refund if your space is dirty or if we don't receive insurance before event date, we will use security deposit to buy insurance for you.

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

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY/EASTVALE PARKING AUTHORITY BUSINESS
Agenda Item No. 13.1
February 12, 2025

Disclosure Training related to anticipated Civic Center Project Lease Revenue Bond Financing

Prepared By:
Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)
Staff recommends that the City Council receive Disclosure Training as mandated by the Securities and Exchange Commission (SEC).

Summary
The city intends to issue lease revenue bonds for the city's Civic Center Project. As a result, the city will produce an Official Statement that will act as the communication device providing material information to potential investors regarding the project, the bond sale, and the city's financial status. To ensure the Official Statement and communications promulgated by the City Council and staff comply with federal securities laws "anti-fraud rules," the city's Bond and Disclosure Counsel, Stradling Yocca Carlson & Routh LLP will provide disclosure training to the City Council. Staff received training on January 9, 2025. The training is in accordance with the city's Debt Management and Disclosure Policy as mandated by the United States Securities and Exchange Commission. The training will provide an overview of federal laws relating to disclosure, situations in which disclosure rules apply, the purpose of the Official Statement, a description of previous SEC enforcement actions, and a discussion of recent developments in the area of municipal disclosure.

Background
The Civic Center Project has been underway for several years, design is complete and staff is preparing invitation to bid documents. The Civic Center is planned at the northwest corner of

Limonite Avenue and Hamner Avenue. The project consists of City Hall, Library, Police Station, plaza, park, amphitheater, and parking. The city expects to award the construction contract and approve the sale of bonds in late April or early May.

Environmental

Disclosure Training is not a “Project” under the California Environmental Quality Act (CEQA) as this action will not cause any significant impact on the environment.

Strategic Plan Action - Priority Level: 1 | Target #: E | Goal #: A

- Develop and Construct Civic Center
- Conduct financial planning for newly proposed infrastructure

Disclosure training is directly related to the development of the city's Civic Center project, as the city intends to issue federally tax-exempt lease revenue bond financing to fund the project. Disclosure Training is mandated by the SEC.

Fiscal Impact

Disclosure training does not have any financial impact to the city. Budget for the city's Bond Counsel contract was included with the fiscal year 2024-25 operating budget.

Prior City Council/Commission Action

This is the first provision of Disclosure Training to the City Council.

Attachment(s)

Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY/EASTVALE PARKING AUTHORITY BUSINESS
Agenda Item No. 13.2
February 12, 2025

Quarterly Economic Development Updates

Prepared By:
Alexander Fung, Economic Development Manager

Recommended Action(s)
Staff recommends that the City Council receive and file the report.

Summary
Based on the goals and priorities set by the City Council in the City's Strategic Plan, the City's Economic Development Division aims to develop, support, and implement programs directed at improving the business climate through efforts in business retention and expansion, small business development, neighborhood development, business finance, marketing, and technology transfer. The Division also leads special projects and programs that address the City's emerging challenges, promotes economic growth, and collaborates with other departments to support programs and initiatives that fund infrastructure and services.

Staff desires to provide the City Council with updates regarding the City's economic development efforts in the past several months.

Background
The 2023 Eastvale Strategic Plan has outlined specific actions for the City's Economic Development Team to support the City Council's goals. These actions include:

- Utilize software and technology to help attract and retain businesses (Level 1);
- Conduct monthly minitours in partnership with the Eastvale Chamber of Commerce (Level 1);
- Utilize business incentive programs to attract restaurants and businesses that align with community needs (Level 1);

- Connect with businesses and inform of resources and opportunities for growth and expansion (Level 1);
- Enhance business attraction and retention by building and maintaining relationships with brokers, developers, and commercial property managers (Level 1);
- Develop campaigns targeting quality and unique businesses (Level 1);
- Update Zoning Code to support entitlement of high-quality businesses (Level 1);
- Create incentives for businesses and developers to create and display art within or outside their businesses (Level 2);
- Identify and utilize data analytics software to attract and retain businesses (Level 3); and
- Market Eastvale to attract businesses that generate sales tax at ICSC and other regional trade shows (Level 3).

In addition to the specific actions that were listed, the 2023 Eastvale Strategic Plan directs the Economic Development Team to implement programs and initiatives that support the following goals (Target B):

- Goal A: Attract and retain businesses that align with diverse community needs and provide choices;
- Goal B: Create "Destination Eastvale" with high-quality and unique businesses;
- Goal C: Develop branding and identity for Eastvale;
- Goal D: Develop strategies for business retention, business support, and business reward;
- Goal E: Diversify the housing stock with more options;
- Goal F: Implement strategies to retain local talent, such as increasing the number of local jobs and matching talent to businesses;
- Goal G: Reinvest in and revitalize existing shopping centers; and
- Goal H: Streamline the development process.

A copy of the 2023 Eastvale Strategic Plan can be found in **Attachment 1**.

Analysis

This section summarizes major updates regarding the City's Economic Development programs and initiatives for the past several months.

Branding and Positioning Internal Workshop

Earlier last month, the Economic Development Division held an internal workshop with the City's Communications Team to evaluate how the City can enhance Eastvale's branding and positioning strategies. In the field of economic development, marketing and outreach must evolve around providing accurate, up-to-date, and credible information to potential prospects who are interested in investing, locating, or expanding in the community. A local government's Economic Development Team is generally recognized as the community's primary marketer.

The workshop provided an opportunity for both Communications and Economic Development Teams to assess ongoing outreach projects, discuss ways to enhance site selection, website, community image, and business retention outreach activities, and ensure consistency in the City's outreach efforts.

Business Attraction Analysis

With a limited amount of land and sites available, the Economic Development Team is exploring

innovative ways to attract desirable businesses and high sales tax generating businesses for the City. Staff will soon embark on a Business Attraction Analysis to identify top sales tax generating businesses that are currently expanding in Southern California. The results of this study will guide the City's business attraction efforts and ICSC preparation strategies for 2025.

Business First Initiative

The Economic Development Division is implementing a Business First Initiative to enhance the City's efficiency, effectiveness, and service delivery for Eastvale's businesses. This involves all municipal departments to further promote Eastvale as a genuine business-friendly city. In addition to identifying opportunities to streamline processes across multiple departments, staff will innovatively recognize businesses' milestone achievements and showcase businesses' success stories to highlight the City's willingness and openness to support local businesses.

Business First Walks

Originally launched by the City's Economic Development Division, the Eastvale Business First Walks has since evolved to incorporate elected officials, Riverside County Workforce Development Board, Riverside County Sheriff's Department, Eastvale Chamber of Commerce, and Eastvale's Community Enhancement Volunteers. The program now features three distinct initiatives:

- Council Business Walks allow city staff to partner with the Eastvale Chamber of Commerce and Eastvale's City Council to visit the three most frequented businesses in each of Eastvale's shopping centers. Recently, the group also began visiting the "Legacy" and "Newest" businesses in each shopping center to further recognize local businesses for their accomplishments.
- Public Safety Walks involve city staff partnering with the Riverside County Sheriff's Department to share public safety enhancement recommendations with local businesses.
- Staff Business Walks offer an opportunity for City and County staff members to engage directly with the business community to strengthen connections and share important resources. Staff Business Walks include visitations to each and every business in Eastvale's shopping centers.

While these walks take place at various times in different shopping centers each month, they collectively make up Eastvale's Business First Walk program, emphasizing the importance of interagency and departmental collaboration. In November 2024, Eastvale's Business First Walks was recognized by the Inland Empire Economic Partnership and received 2nd Place in the Partnership's "Best Business Retention and Expansion Project Award."

Business Incentive Updates

In October 2024, the City Council approved revisions to the City's Business Incentive Loan Policy and expanded the criteria to allow both new and existing high-end, upscale, or premium casual dining restaurants to apply. This program promotes Eastvale as an excellent location for quality businesses, boosts business expansion opportunities, and enhances local economic growth.

Additionally, local shopping centers are soon expected to submit applications to the City's Shopping Center License Plate Reader (LPR) Camera Grant Program. This program reimburses grantees for up to 25% of the first year's costs incurred by the grantees for the purpose or lease of Flock Safety LPR Cameras. All grant applications will be reviewed by the City Council.

Community Outreach and Engagement

The Economic Development Division actively partners with the Communications Division to ensure that important information is shared with local residents and businesses via the City's website, social media platforms, and newsletters. The City's Economic Development Webpage, which can be accessed via https://www.eastvaleca.gov/business, includes various resources for businesses and individuals who are interested in starting businesses in Eastvale.

The Economic Development Team also fosters and maintains a close partnership with neighboring cities' economic development teams, key community organizations such as the Eastvale Chamber of Commerce, and federal, state, and county economic development organizations and alliances. These relationships allow the City to expand its networks and inform partners of available retail and development opportunities in Eastvale.

Additionally, the Economic Development Team strives to increase its presence in major city events, with the goal of educating residents, businesses, and visitors about Eastvale's economic development programs and available development opportunities. Staff recently participated in the 2024 Eekvale and the 2024 Miracle on Citrus events to speak with participating business vendors at the event to build relationships. The Economic Development Division will also be participating in upcoming events such as the Lantern Festival and the International Food Festival.

Discover Eastvale Story Map

The Economic Development Team is excited to announce that the City's online Business Directory has been transformed into the "Discover Eastvale" Story Map, which can now be accessed via the City's website at https://www.eastvaleca.gov/business. The Story Map showcases Eastvale's businesses, recreational locations, places of interest, and hiking and walking trails. Staff will be updating the Story Map on a bimonthly basis.

Educational Institution Partnerships

As Eastvale continues to grow and develop, higher education institutions began to be interested in exploring the possibility of establishing remote campuses in the community. Higher education institutions bring in students and attract employers that value an educated workforce, resulting in an increase in the number of jobs available in the community. The Economic Development Team is supportive of collaborating with interested universities and businesses to drive innovation and workforce development. Based on an interested university's needs, the City can explore potential sites that may accommodate a satellite campus.

I-15 Economic Development Collaborative

Two years ago, the City Managers from cities along the northern I-15 Corridor in the Inland Empire formed the I-15 Corridor Collaborative to foster partnership opportunities across county lines. These cities include Corona, Eastvale, Fontana, Jurupa Valley, Norco, Ontario, and Rancho Cucamonga. The I-15 Corridor Collaborative identified an opportunity for Economic Development Teams across these cities to leverage resources in preparation for the 2028 Summer Olympics, which will be held in Los Angeles and has selected an equestrian sports venue in the Inland Empire. As a result, the I-15 Corridor Economic Development Collaborative was formed in October 2024.

Earlier last month, the Collaborative partnered with their member cities' respective Mayors to issue a letter (Attachment 2) to the 2028 Los Angeles Summer Olympics Hosting Committee. The letter served as an invitation to partner with the Hosting Committee on developing a marketing and community engagement campaign that will enhance the visibility and economic impact of the 2028

Summer Olympics in the Inland Empire. The Collaborative will continue to reconvene every quarter to discuss additional partnership opportunities.

Environmental

Pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, organizational or administrative activities of governments that do not result in direct or indirect physical changes in the environment are not considered as CEQA projects.

Strategic Plan Action - Priority Level: 1 | Target #: B | Goal #: A

The City's Economic Development Team supports efforts to attract and retain businesses in Eastvale.

Fiscal Impact

Funds to implement the City's economic development projects are budgeted within the Economic Development Division in the General Fund. Staff actively continues to search for relatable grant funding to support additional economic development efforts.

Prior City Council/Commission Action

The City Council receives quarterly economic development updates during City Council meetings. The Planning Commission and the Public Safety Commission also receive periodic updates from the Economic Development Team. The previous update provided to the City Council was on October 23, 2024.

Attachment(s)

Attachment 1 â€“ 2023 Eastvale Strategic Plan
Attachment 2 - I-15 Economic Development Collaborative's Letter to the 2028 Los Angeles Summer Olympics Hosting Committee









CITY OF EASTVALE

STRATEGIC PLAN

2023 UPDATE



INTRODCUTION

On February 9, 2023 the City Council, staff, and residents participated in a Strategic Plan Workshop. During the workshop, the City Council engaged in a participatory process, in which they established expectations for the workshop and intended outcomes; identified the organizations strengths, weaknesses, opportunities, and threats; reaffirmed and reorganized the seven major targets; and, reaffirmed and reorganized the priority goals.

The City of Eastvale operates under a City Council/City Manager form of government. The City Council consists of five Council Members. The members of the City Council set policy and enact City laws. The City Manager is appointed by the members of the Eastvale City Council. One of the primary responsibilities of the City Manager is to implement the plan set forth by the City Council, utilizing the City Departments and Executive Team. The purpose of the workshop was to assist the City of Eastvale's Mayor, City Council, and City Manager in developing Eastvale's Strategic Plan including clearly defined targets and goals in order to provide staff with clear direction. A strong strategic plan is like a good roadmap—it identifies a destination and lays out a clear path to get there.

At the conclusion of the workshop, the Mayor and City Council had effectively established clear direction and focus for the Executive Team related to targets and goals. The City Council clearly communicated its desire and intent to blend this exercise with the results of the community survey in the future allocation of resources related to programs and services. It was further intended that this plan remain a fluid and evolving document to be re-visited at regular intervals for progress and re-shifting of priorities, as needed.

CITY COUNCIL MEMBERS IN ATTENDANCE:

TODD RIGBY
Mayor

CLINT LORIMORE
Councilmember

JOCELYN YOW
Councilmember

CHRISTIAN DINCO
Mayor Pro Tempore

MICHAEL MCMINN
Councilmember



STRATEGIC TARGETS

TARGET A
Public Safety

TARGET B
Economic Development

TARGET C
Financial Planning

TARGET D
Inclusion

TARGET E
Infrastructure

TARGET F
Innovation & Technology

TARGET G
Organizational Development



ACTION PLAN TARGETS

PRIORITY LEVEL 1 GOALS

- Develop and Construct Civic Center (Target E, Goal A)
- Attract and retain Business (Target B, Goal A)
- Conduct financial planning for newly proposed infrastructure (Target C, Goal A)
- Construct a Police Substation building (Target A, Goal A)
- Create “Destination Eastvale” (Target B, Goal B)
- Evaluate Parks & Recreation as a City Service (Target E, Goal B)

PRIORITY LEVEL 2 GOALS

- Develop branding and identity for Eastvale (Target B, Goal C)
- Improve traffic mobility and management throughout the city’s major corridors and around the schools (Target E, Goal F)

PRIORITY LEVEL 3 GOALS

- Collaborate to provide cultural and diverse events and celebration (Target D, Goal A)
- Develop and Implement a Smart City (Target F, Goal B)
- Develop City-wide WIFI (Target F, Goal C)
- Develop long-term financial model (Target C, Goal C)
- Ensure that City revenues align with expenditures (Target C, Goal H)



PUBLIC SAFETY



TARGET A
Public Safety

PRIORITY LEVEL	GOAL	GOAL
1	A	Construct a Police Substation
	B	Develop a public safety campaign/educational aspect using social media and door knocks
	C	Implement a K-9 program
	D	Increase community involvement with law enforcement
	E	Increase law enforcement involvement with community
	F	Maintain Fire response
	G	Neighborhood Watch and Volunteer program collaboration
	H	Use innovation and technology to enhance public safety with consideration and balance of privacy and public trust



ECONOMIC DEVELOPMENT



TARGET B
Economic Development

PRIORITY LEVEL	GOAL	GOAL
1	A	Attract and retain businesses that align with diverse community needs and provide choices
1	B	Create “Destination Eastvale” with high quality and unique businesses
2	C	Develop branding and identity for Eastvale
	D	Develop strategies for business retention, business support, and business reward
	E	Diversify the housing stock with more options
	F	Implement strategies to retain local talent e.g. increase local jobs and match talent to businesses
	G	Re-invest in and revitalize existing shopping centers
	H	Streamline the development process



FINANCIAL PLANNING



TARGET C
Financial Planning

PRIORITY LEVEL	GOAL	GOAL
1	A	Conduct financial planning for newly proposed infrastructure (e.g. Civic Center)
	B	Be intentional about how we spend our money – do it once, and do it right
3	C	Develop long-term financial model
	D	Develop ongoing strategies for investing
	E	Develop strategies to manage/control the public safety contract
	F	Ensure that businesses invest back in the City
	G	Ensure that City's infrastructure keeps pace with development and that developers pay their share
3	H	Ensure that City revenues align with expenditures
	I	Evaluate connection between economic development and financial planning
	J	Leverage grant funding



INCLUSION



TARGET D
Inclusion

PRIORITY LEVEL	GOAL	GOAL
3	A	Collaborate to provide cultural and diverse events and celebration
	B	Develop branding associated with events
	C	Develop strategies for the arts in public places
	D	Ensure that the City is inclusive of everyone; develop an inclusionary action plan and put policy to practice
	E	Evaluate feasibility of creating a position dedicated to cultural inclusion, or use of consultant services
	F	Expand modes of communication beyond social media
	G	Identify and/or develop venues for inclusion; including events and gathering places



INFRASTRCUTURE



TARGET E
Infrastructure

PRIORITY LEVEL	GOAL	GOAL
1	A	Develop and construct Civic Center (City Hall, Library, Police Substation, and 3rd Fire Station
1	B	Evaluate Parks & Recreation as a City service
	C	Plan for landscape, roads, and street maintenance
	D	Plan for synchronized traffic signals
	E	Improve connectivity through the trails system
2	F	Improve traffic mobility management around the schools



INNOVATION & TECHNOLOGY



TARGET F
Innovation & Technology

PRIORITY LEVEL	GOAL	GOAL
	A	Create a City application for use on smart phones
3	B	Develop City-wide WIFI
3	C	Develop and implement a Smart City
	D	Empower staff to innovate for efficiencies; create a culture of innovation
	E	Engage with developers to implement technology
	F	Explore and evaluate alternative modes of transportation technology
	G	Implement a global GIS component to digitize all City records and plans
	H	Invest internally in software/technology improvements to enhance customer service



ORGANIZATIONAL DEVELOPMENT



TARGET G
Organizational Development

PRIORITY LEVEL	GOAL	GOAL
	A	Developing talent
	B	Ensure that customer service levels are exceeding Eastvale's expectations everyday
	C	Identify and recommend tools necessary for optimal employee performance
	D	Implement strategies to remain competitive in attracting and retaining talent
	E	Right-size the organization and staffing consistent with City services, needs, expectations, and strategic plan priorities
	F	Transition Contract Services in house for compliance with CalPERS



PRIORITY LEVEL 1 GOALS



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS

Target E: Infrastructure

Goal A: Develop and construct Civic Center - City Hall, Public Library, Police Substation, and 3rd Fire Station		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Eastvale 2040	Planning	September 2023
Offsite improvement infrastructure cost estimate	Community Development and Engineering/Finance	Spring 2023



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS
Target B: Economic Development

Goal A: Attract and retain businesses that align with diverse community needs and provide choices

ACTIONS:	RESPONSIBLE:	TIME FRAME:
Utilize software and technology to help attract and retain businesses	Economic Development	Ongoing/Monthly
Conduct monthly minitours in partnership with the chamber	Economic Development	Ongoing/Monthly
Utilize business incentive programs to attract restaurants and businesses that align with community needs	Economic Development	Ongoing
Connect with businesses and inform of resources and opportunities for growth and expansion	Economic Development	Ongoing/Monthly
Support business attraction through expedited entitlement	Planning	Ongoing
Support business retention through community aesthetics	Community Enhancement	Ongoing
Enhance business attraction and retention by building and maintaining relationships with brokers, developers, and commercial property managers	Economic Development	Ongoing



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS

Target C: Financial Planning

Goal A: Conduct financial planning for newly proposed infrastructure - City Hall, Public Library, Police Substation, and 3rd Fire Station		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Once financial planning model is complete, conduct capital infrastructure financial planning workshop for: • Evaluate capital funding options • Public private partnerships • Other financing methods • Assess committed reserve balances • Evaluate general fund capacity to fund capital debt; or lease to own; or Public private partnership; debt position and affordability analysis • Evaluate long term operational budget impacts	Finance	July 2023
Obtain municipal financial advisor and bond counsel (if necessary)	Finance	MA contract awarded January 2023 Bond Counsel will be awarded in Spring 2023 if we select bond financing as funding mechanism



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS

Target C: Financial Planning

Goal A: Conduct financial planning for newly proposed infrastructure - City Hall, Public Library, Police Substation, and 3rd Fire Station		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Evaluate and update existing and/or create new policies in line with GFOA recommendations • Capital financing policies • Debt management policies (if necessary)	Finance	July 2023
Evaluate and update existing and/or create new policies in line with GFOA recommendations • Capital asset policies • Capital maintenance and replacement	Finance	July 2023
Offsite improvement cost estimate	Community Development	September 2023



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS

Target A: Public Safety

Goal A: Construct a Police Substation		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Eastvale 2040	Planning	September 2023
Offsite improvement infrastructure cost estimate	Community Development and Engineering	Spring 2023
Collaborate with contract partners to ensure facilities (PD substation and fire station) meet the needs of police and fire now and in the future	Community Enhancement and Safety	Ongoing



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS
Target B: Economic Development

Goal B: Create "Destination Eastvale" with high quality and unique businesses		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Develop Shop Eastvale Love Eastvale, Dine Eastvale and Play Eastvale campaign targeting quality and unique businesses	Economic Development	Ongoing/Monthly
Eastvale 2040 Land Use Element	Planning	September 2023
Zoning code update to support entitlement of high quality businesses	Planning and Economic Development	Ongoing



ACTION/SCHEDULE FOR PRIORTIY LEVEL 1 GOALS

Target E: Infrastructure

Goal B: Evaluate parks and recreation for possible internal control		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Joint Meeting with JSCD	Community Development	Ongoing/Quarterly
Develop a plan for services	Community Development	Concurrent with LAFCO Annexation application



PRIORITY LEVEL 2 GOALS



ACTION/SCHEDULE FOR PRIORTIY LEVEL 2 GOALS
Target B: Economic Development

Goal A: Develop branding and identity for Eastvale		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Citywide branding/monuments in medians	Engineering	Spring 2023-Spring 2026
Create a public art and art in public places policy	Planning	March 2024
Freeway interchange monument	Engineering	Spring 2023
Create incentives for businesses and developers to create display art within or outside their business	Economic Development	March 2024



ACTION/SCHEDULE FOR PRIORTIY LEVEL 2 GOALS

Target E: Infrastructure

Goal F: Improve traffic mobility and management throughout the city's major corridors around the schools		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Scholar & Harrison ATP	Engineering	Construction is anticipated to start in Q1 2024
Schleisman Safe Route to School improvements	Engineering	Fall 2023
Signal Synchronization Program	Engineering	Fall 2023 - 2026
Create walkable spaces in private development	Planning	Spring 2023/Ongoing
Create a walkable community	Planning	Ongoing



ACTION/SCHEDULE FOR PRIORTIY LEVEL 2 GOALS

Target E: Infrastructure

Goal F: Improve traffic mobility and management throughout the city's major corridors around the schools		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Eastvale 2040 Circulation Element	Planning	September 2023
Implement Limonite Gap Closure Extension over Cucamonga Creek (West of Archibald)	Engineering	Construction is anticipated to start in Q3 2023
Implement Hamner Avenue Bridge Widening over Santa Ana River	Engineering	Winter 2023



PRIORITY LEVEL 3 GOALS



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target D: Inclusion

Goal A: Collaborate to provide cultural and diverse events and celebration (include food)		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Support and encourage cultural and diverse events throughout the community	Community Services	Ongoing
Create site for community/public gatherings to host food, music, and cultural events	Community Services	Ongoing
Promote events held by cultural organizations	Community Services	Ongoing
Incorporate inclusionary/diversity into Eastvale 2040 in goals, policies objectives both integrated throughout the document and a stand alone chapter.	Community Development	September 2023
Include youth and adult groups in inclusionary conversations and programs	Community Services	Ongoing
Installation of grad banners	City Manager's Office	Annually



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target F: Innovation and Technology

Goal C: Develop and Implement a Smart City		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Signal synchronization through CIP Program	Engineering	Fall 2023 - 2026
Fiber Installation on street improvement plans	Engineering	Ongoing
Public space WIFI requirement for new development	Planning	September 2023
Identify and utilize data analytics software to attract and retain businesses	Economic Development	Ongoing
Interconnect and synchronized traffic signals and camera technology with traffic management center	Engineering	Ongoing
Implementing internal smart city goals making services (i.e. permitting, inspection requests, virtual inspections, permit wizard) more digitally available to residents and businesses.	Community Enhancement and Safety	Ongoing



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target F: Innovation and Technology

Goal B: Develop City-wide WIFI		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
City Wide Wi-Fi • Determine needs and feasibility of City-wide Wi-Fi vs. localized (or promoted) hot spots • Connect w/ local businesses to eliminate redundancy • Identify funding source to develop	Community Development/CM's Office	Ongoing
Smart City Element of Eastvale 2040	Planning	September 2023
Zoning code amendment to require WIFI	Planning	December 2023
Require conduit and fiber on Street Improvement plans	Engineering	Ongoing
Map existing fiber lines	Engineering	2023/2024
Identify broadband solutions	Engineering	Ongoing



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target C: Financial Planning

Goal C: Develop long-term financial model		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Update financial plan model with each major budget review: • Mid-Year review each winter • Budget preparation each spring • Include internal and external changes such as: • Public safety rate changes • Economic impacts (ex. COVID-19 pandemic, recession, etc.)	Finance	Ongoing/Quarterly
Include long-term section in quarterly interim reports	Finance	Fall 2023
Resolve CalPERs audit from 2012-2018 for contract services	Human Resources and Risk Management	December 2023



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target C: Financial Planning

Goal H: Ensure that City revenues align with expenditures		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
Ensure that the City adopts a balanced budget before July 1 each year • Quarterly interim financial reports to Council • Monthly budget performance reports to managers and department heads	Finance	Continuing – annual budget, reports Quarterly and Monthly
Continue to consolidate general ledger for ease of use	Finance	Ongoing
Cost Allocation Plan and User Fee Study:		
Firm completes comprehensive cost allocation plan in conjunction with staff: • Identify cost of providing program services • Identify appropriate special revenue administration costs, reimbursed back to general fund • Identify internal service fund opportunities: • Fleet • ITS • Building maintenance	Finance	June 2023



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target C: Financial Planning

Goal H: Ensure that City revenues align with expenditures		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
• Risk Management • Present to Council		
Implement Cost Allocation Plan		
Firm completes comprehensive cost allocation plan in conjunction with staff: • Identify appropriate cost recovery level for city • Identify and recommend proper fee structure • Identify appropriate annual inflator • Draft fee schedules and provide draft fee study • Present to Council for adoption	Finance	June 2023
Implement user fee schedules 60 days after Council adoption	Finance	October 2023
Evaluate and update existing and/or create new policies in line with GFOA recommendations • Fund balance • Structurally balanced budget	Finance	September 2024



ACTION/SCHEDULE FOR PRIORTIY LEVEL 3 GOALS

Target C: Financial Planning

Goal H: Ensure that City revenues align with expenditures		
ACTIONS:	**RESPONSIBLE:**	**TIME FRAME:**
RFP Development Impact Fee Study	Finance	Fall 2023
Ensure that infrastructure keeps pace with development through site plan review	Community Development	Ongoing
Pavement Management	Engineering	Annually
Market Eastvale to attract businesses that generate sales tax at ICSC and other regional trade shows	Economic Development	Annually
Accela (streamline business development, and accounting	Community Enhancement and Safety	Annually

December 17, 2024

Los Angeles Organizing Committee
Olympic and Paralympic Games (LA28)
10900 Wilshire Blvd., Suite 700
Los Angeles, CA 90024

RE: I-15 CORRIDOR ECONOMIC DEVELOPMENT COLLABORATIVE'S INVITATION TO ESTABLISH A FORMAL PARTNERSHIP IN PREPARATION OF 2028 SUMMER OLYMPICS

Dear LA28 Organizing Committee,

On behalf of the Cities of Corona, Eastvale, Fontana, Jurupa Valley, Norco, Ontario, and Rancho Cucamonga, we are excited to initiate a formal partnership with LA28. Together, we can create a powerful, engaging, and inspiring marketing and community engagement campaign that will enhance the visibility and economic impact of the 2028 Summer Olympics around the I-15 Freeway Corridor in the Inland Empire Region.

Our cities' respective City Managers have formed the I-15 Corridor Collaborative last year to leverage our collective resources to create an impactful and seamless experience for residents, visitors, and businesses in the Inland Empire. Recently, the Collaborative recommended the formation of a subgroup called the I-15 Corridor Economic Development Collaborative, which includes the cities' respective Economic Development Teams, to form partnerships and further market the region leading up to and during the 2028 Summer Olympic Games. Given the proximity of the I-15 Freeway Corridor to the Ontario International Airport and Equestrian Center in Temecula, we believe that our collaboration offers a unique opportunity to position the Inland Empire as one of the premier destinations for those traveling to Southern California for the Olympics.

The I-15 Corridor Economic Development Collaborative seeks to work hand-in-hand with LA28 to:

- **Collaborate** on marketing and media efforts that highlight the unique attributes of the Inland Empire Region, encouraging visitors to experience our diverse cities, culture, and attractions.

- **Engage** local communities in Olympic-themed activities and events to foster excitement and pride in hosting the Olympic Games.
- **Promote** the I-15 Freeway Corridor as a vibrant hub for visitors to stay, dine, andexplore while attending the Olympic events.

We are confident that this partnership will be mutually beneficial and would be honored to contribute to the success of the 2028 Summer Olympics. Please do not hesitate to contact us at (951) 703-4415 or afung@eastvaleca.gov to arrange a meeting to discuss this partnership in further detail. We look forward to exploring potential avenues for collaboration and discussing how our Collaborative can support LA28's goals through this initiative.

Sincerely,

Signature Approved
Tom Richins
Mayor
City of Corona

Signature Approved
Michael McMinn
Mayor
City of Eastvale

Signature Approved
Acquanetta Warren
Mayor
City of Fontana

Signature Approved
Guillermo Silva
Mayor
City of Jurupa Valley

Signature Approved
Kevin Bash
Mayor
City of Norco

Signature Approved
Paul S. Leon
Mayor
City of Ontario

Signature Approved
L. Dennis Michael
Mayor
City of Rancho Cucamonga