CITY OF EASTVALE

REGULAR CITY COUNCIL MEETING AGENDA

Eastvale City Hall Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752
Closed Session Meeting: 5:30 PM
Regular City Council Meeting: 6:30 PM
Wednesday, November 12, 2025

City Councilmembers
Michael McMinn, Mayor
Jocelyn Yow, Mayor Pro Tem
Christian Dinco, Councilmember
Clint Lorimore, Councilmember
Todd Rigby, Councilmember

Mark Orme, City Manager
Erica Vega, City Attorney
Marc Donohue, Government Services Director/City Clerk

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.

If you are a person with a disability and need an accommodation to participate in the City of Eastvale programs, services, activities, and meetings, contact Maricela Mejia at mmejia@eastvaleca.gov or (951)703-4433 at least 72 business hours in advance to request an auxiliary aid or accommodation.

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 REAL PROPERTY NEGOTIATORS Property: Lot 36 of Tract No. 38595 recorded on June 11, 2025. Agency Negotiator: Community Development Director Gustavo Gonzalez Negotiating Parties: The New Home Company; Arroyo Cap III-2, LLC Under Negotiation: Price and Terms of Payment**

   4.2. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov't Code § 54956.9(d)(4)) Potential initiation of litigation: 1 case**

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. **Recognition of Troops 507 and 2030**

   8.2. **Waste Management Presentation and Recognition of 2025 Recycling All Stars**

   8.3. **Home Depot Community Support Recognition**

   8.4. **Introduction of Steve Payne, Deputy Fire Marshal and Justin Spencer, Fire Safety Specialist**

9. **AGENCY PARTNER UPDATES**

   9.1. **Update from San Antonio Regional Hospital**

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 Meeting Minutes

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

RECOMMENDED ACTION(S):
Staff recommends that the City Council approve City Council Meeting minutes from the regular meeting on October 22, 2025.

11.2. Planning Division Update

Submitted by: David Murray, City Planner

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

11.3. City of Eastvale Crime Statistics – September 2025

Submitted by: Johnny Terfehr, Community Safety Director

RECOMMENDED ACTION(S):
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for September 2025.

11.4. Interfund Loan Agreements between the General Fund and Development Impact Fee Funds for the Civic Center Project

Submitted by: Amanda Wells, Finance Director/City Treasurer

RECOMMENDED ACTION(S):
Staff recommends that the City Council approve and adopt the following:

1. A Resolution of the City Council of the City of Eastvale, California, Authorizing an Interfund Loan Agreement between the City of Eastvale General Fund and City Hall Impact Fee Fund; and
2. A Resolution of the City Council of the City of Eastvale, California, Authorizing an Interfund Loan Agreement between the City of Eastvale General Fund and Library Impact Fee Fund; and
3. A Resolution of the City Council of the City of Eastvale, California, Authorizing an Interfund Loan Agreement between the City of Eastvale General Fund and Police Station Impact Fee Fund; and
4. Authorize the City Manager to execute all necessary documents to facilitate the above actions.

11.5. Approval of Agreement for Document Scanning Services Agreement with VRC Companies, LLC

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

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

1. Approve the agreement for the Document Scanning Services Agreement with VRC Companies, LLC for a not to exceed amount of $40,000 per fiscal year and authorize the City Manager to execute the agreement; and
2. Authorize the City Manager to execute future renewals consistent with the terms outlined in Section 1 of the Agreement

11.6. Approval of Lease Agreement for Security Camera Trailer(s) with Option to Purchase

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

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

1. Approve the Solar AI Camera Trailer Equipment Lease and the Remote Monitoring Service Agreement with Solarman Distribution Inc. for three (3) security camera trailers, for use at the City Public Works Yard, in a not-to-exceed amount of $100,000; and
2. Waive compliance with formal bidding requirements on the basis that formal bidding is not in the best interest of the City pursuant to EMC Section 4.06.080(i); and
3. Authorize the City Manager to execute both agreements and take all necessary actions to complete the lease of the equipment, including executing all necessary documents.

11.7. TUMF Reimbursement Agreements for the Hellman Ave Street Widening Project

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

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

1. Approve the Transportation Uniform Mitigation Fee (TUMF) Program Reimbursement Agreement with WRCOG for the Planning, Engineering, Environmental, Project Management, Right of Way Phases for the Hellman Ave Street Widening Project in the amount of $5,000,000; and
2. Authorize the City Manager to execute all necessary documents.

11.8. Approval of Professional Services Agreement with PlaceWorks, Inc. for the Chandler Specific Plan Project No. 25-120PG
Submitted by: Allen Lim, Senior Planner

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

1. Approve the Professional Services Agreement with PlaceWorks, Inc. for the preparation of the Chandler Specific Plan; and
2. Authorize the City Manager, or his designee, to execute a Professional Services Agreement (PSA) with PlaceWorks, Inc. in the amount of $775,000 for the Scope of Work provided for the Chandler Specific Plan.

11.9. Adoption of a Resolution Establishing Design-Build and Progressive Design-Build Conflict of Interest Policy and Guidelines
Submitted by: Jimmy Chung, Public Works Director/City Engineer

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt a resolution establishing a design-build and progressive design-build conflict of interest policy and guidelines as required under the California Public Contract Code for any agency that utilized design-build or progressive design-build procurement methods for public projects.

11.10. Contract Amendment for Landscape Plan Check and Design Services with Community Works Design Group (CWDG)
Submitted by: David Murray, City Planner

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

1. Approve the first amendment to the agreement with Community Works Design Group to increase the contract amount for a new total not-to-exceed amount of $550,000; and
2. Authorize the City Manager to execute the contract amendment.

11.11. Second Reading and Adoption of Chapter 4.06 of Title 4 and Chapter 2.100 of Title 2 to the Municipal Code to Update Guidelines for Purchasing Goods and Services; Disposition of Surplus Supplies and Equipment; and Administration of Disaster

Operations and Relief
Submitted by: Karla Lopez, Purchasing Manager

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt two ordinances entitled:

1. An Ordinance of the City Council of the City of Eastvale, California, Amending Chapter 4.06 of the Eastvale Municipal Code Pertaining to Purchasing Goods and Services; and
2. An Ordinance of the City Council of the City of Eastvale, California, Amending Chapter 2.100 of the Eastvale Municipal Code Pertaining to Disaster Operation and Relief.

11.12. Second Reading and Adoption of Title 20 (Parks and Recreation) to the Municipal Code.
Submitted by: Enswins Cordero, Assistant Director of Community Services & Recreation

RECOMMENDED ACTION(S):
Staff recommends that the City Council adopt the proposed Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING TITLE 20 (PARKS AND RECREATION) TO THE EASTVALE MUNICIPAL CODE

12. PUBLIC HEARINGS

The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Councilmember. Public comment is limited to three (3) minutes each with a maximum of six (6) minutes (time may be donated by one speaker.)

12.1. Adoption of the 2025 California Building Standards Code
Submitted by: Richard Hicks, Building Official

RECOMMENDED ACTION(S):
Staff recommends that the City Council hold a public hearing and adopt the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDINGTITLE 110 OF THE EASTVALE MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODES (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2-12) BY REFERENCE, AND TO INCORPORATE LOCAL AMENDMENTS TO THE CALIFORNIA FIRE CODE AND THE CALIFORNIA WILDLAND URBAN INTERFACE CODE.

13. CITY COUNCIL BUSINESS

13.1. Protected Bike Lane Options along Citrus Street

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

RECOMMENDED ACTION(S):

Staff recommends the following for the City Council:

1. Provide comments and direction on whether to proceed with procurement and installation of protected bike lanes along Citrus Street; and
2. Provide comments and direction on whether to proceed with procurement of an electric sweeper.

13.2. Authorize the Creation of a City Marketing Logo to be used with Local Community Partners

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

RECOMMENDED ACTION(S):

Staff recommends that the City Council:

1. Authorize the creation of a new city marketing logo that would be used with local community partners.
2. Authorize the city manager to enter into licensing agreements, subject to review and approval by the city attorney, with local community partners for the use of the marketing logo.

14. CITY MANAGER/CITY STAFF REPORT

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

16. ADJOURNMENT

The next regular meeting of the Eastvale City Council is scheduled for Wednesday, _____, 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 MEETING
Wednesday, October 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 Meeting was called to order at 6:30 p.m. by Mayor McMinn.

2. ROLL CALL

Present: Councilmembers Christian Dinco, Clint Lorimore, Todd Rigby, Mayor Pro Tem Jocelyn Yow, and Mayor Mike McMinn.

Absent:

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

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEMS – None

5. INVOCATION

Pastor Rob Norris from The Crossings Church offered the invocation.

6. PLEDGE OF ALLEGIANCE

Councilmember Lorimore led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Red Ribbon Week Proclamation

The Red Ribbon Week Proclamation was presented to Robin Jones from the Corona Norco Unified School District, along with students from the Youth Advisory Council.

8.2 Introduction of Riverside County Sheriff's Office Special Enforcement Team Deputy Jonathan Hamilton and Community Services Officer Sidney Zaragoza

Riverside County Sheriff's Office Special Enforcement Team Deputy Jonathan Hamilton and Community Services Officer Sidney Zaragoza were introduced.

8.3 National Community Planning Month Proclamation

The National Community Planning Month Proclamation was presented to the Planning Division.

8.4 Introduction of New Community Services Employees – Olivia Camera, Community Services & Recreation Supervisor, Tiffany Gordon, Community Services & Recreation Coordinator, and Monique Flores, Community Services & Recreation Leader I

Community Services & Recreation Supervisor Olivia Camera and Community Services & Recreation Coordinator Tiffany Gordon were introduced.

9. AGENCY PARTNER UPDATES

9.1 Riverside County Animal Services – Introduction of Director of Animal Services Director Mary Martin

An update was provided by the Assistant Director of Animal Services.

9.2 YMCA Update

Lori Drengson from the Corona-Norco Family YMCA provided an update.

9.3 Eastvale Library Update

Eastvale Library Branch Manager Mia Becerra provided an update.

9.4 Youth Council Update

Eby Eziechile from the Youth Council provided an update.

10. PUBLIC COMMENT – None

11. CONSENT CALENDAR

On motion of Mayor Pro Tem Yow second by Councilmember Dinco, the City Council voted unanimously to approve the Consent Calendar.

11.1 City Council Meeting Minutes

The City Council approved the meeting minutes from the regular meeting on October 7, 2025.

11.2 Planning Division Update

The City Council received and filed the Planning Division update.

11.3 Public Works Department Update

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

11.4 City of Eastvale Crime Statistics – August 2025

The City Council received and filed the Eastvale Crime Statistics for August 2025.

11.5 Treasurer's Report: September 2025

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

11.6 Approval of Agreements for First Aid & Safety Fire Extinguisher Services

The City Council:

1. Approve and agreement with Cintas Corporation for First Aid & Safety Services and Fire Extinguisher Services in a not-to-exceed amount of $35,000.00 per fiscal year for a total not-to-exceed amount of $105,000; and
2. Authorized the City Manager to execute the necessary documents.

11.7 Adoption of the 2025 California Building Standards Code

The City Council:

1. Introduced and waived reading of Ordinance 25-15 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDINGTITLE 110 OF THE EASTVALE MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODES (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2-12) BY REFERENCE, AND TO INCORPORATE LOCAL AMENDMENTS TO THE CALIFORNIA FIRE CODE AND THE CALIFORNIA WILDLAND URBAN INTERFACE CODE
2. Set a public hearing for November 12, 2025 at which time the adoption of the Ordinance will be considered.
3. Direct the City Clerk to publish notice of the public hearing in accordance with Government Code Section 6066.

11.8 Adoption of a Resolution to Delegate Authority to Administer the Subcontractor Substitution Process

The City Council adopted a resolution delegating authority to administer the subcontractor substitution process pursuant to Public Contract Code Sections 4107 to the City Manager or his designee(s) for construction projects administered by the City of Eastvale.

12. PUBLIC HEARINGS – None

13. CITY COUNCIL BUSINESS

13.1 Adoption of Parks and Recreation Ordinance

Assistant Director of Community Services & Recreation Cordero presented the item 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 Mayor McMinn, the City Council voted unanimously to introduce Ordinance 25-12 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING TITLE 20 (PARKS AND RECREATION) TO THE EASTVALE MUNICIPAL CODE.

13.2 Amend Chapter 4.06 of Title and Chapter 2.100 of Title 2 to the Municipal Code to Update Guidelines for Purchasing Goods and Services; Disposition of Surplus Supplies and Equipment; and Administration of Disaster Operations and Relief

Purchasing Manager Lopez presented the item 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 introduce the Ordinances entitled:

1. An Ordinance of the City Council of the City of Eastvale, California, Amending Chapter 4.06 of the Eastvale Municipal Code Pertaining to Purchasing Goods and Services; and
2. An Ordinance of the City Council of the City of Eastvale, California, Amending Chapter 2.100 of the Eastvale Municipal Code Pertaining to Disaster Operation and Relief.

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

Councilmember Lorimore and Mayor Pro Tem Yow provided a report.

15.2 Southern California Association of Governments

No report was provided.

15.3 Western Riverside Council of Governments

No report was provided.

15.4 Riverside Transit Agency

Mayor Pro Tem Yow provided a report.

15.5 Northwest Mosquito and Vector Control District

No report was provided.

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

No report was provided.

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.

There was consensus to add a future agenda item to discuss a branding collaboration with Eleanor Roosevelt High School. Comments provided by the City Council.

ADJOURNMENT – Mayor McMinn adjourned the regular meeting at 8:03 P.M. The next regular meeting of the Eastvale City Council is scheduled for Wednesday, November 12, 2025, at 6:30 P.M.

Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.2
November 12, 2025

Planning Division Update

Prepared By:
David Murray, City Planner

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

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

Background
The purpose of the Planning Division Update is to provide a list of the current status of major projects in the City of Eastvale.

Environmental
The following update requires no environmental review as it is not considered a "project" under the California Environmental Quality Act (CEQA).

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

Fiscal Impact
The following update has no applicable fiscal impacts.

Prior City Council/Commission Action

Not Applicable.

Attachment(s)

Planning Division Update 11.12.25

CITY OF EASTVALE

Major Projects Summary

November 12, 2025

City of Eastvale Planning Division

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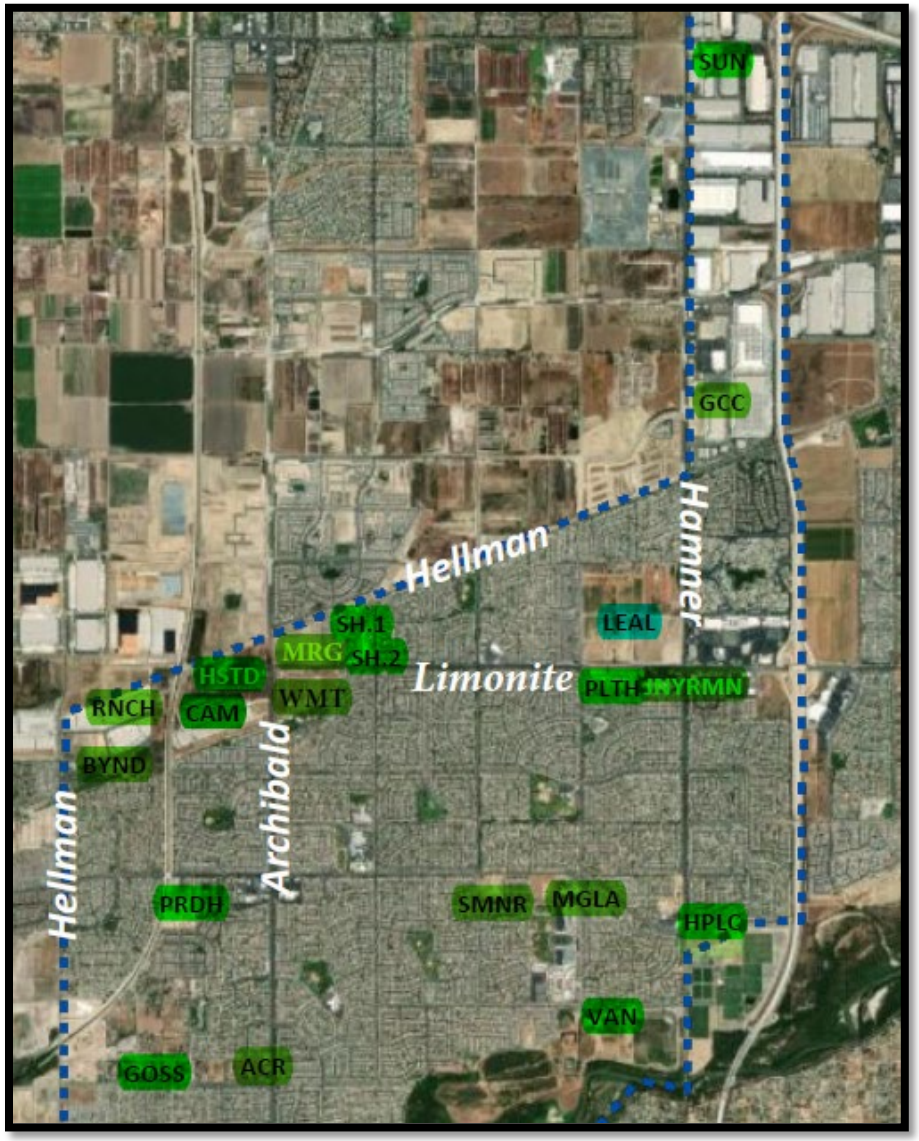
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1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
3. Highlighted Text =Updated Information

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In-Process/Review

Sumner Place Residential Development (MAP ID: SMNR)

Project:	Sumner Place Residential Development
Project No.	PLN25-20005_GPA001_DR001_COZ001_ TTM
Project Location:	Southeast corner of Sumner Ave. and Schleisman Rd.; (Assessor Parcel Number: 152-040-01)
Project Description:	**General Plan Amendment** to change the land use designation from Commercial Retail (CR 0.20-0.35 FAR) to Multi-Family-Low-Moderate (MF-LM 20.1-40 du/acre). **Change of Zone** to change the zone from Heavy Agriculture (A-2) to General Residential (R-3). **Major Development Review** for the development of a for-sale town home residential project consisting of 159-units on 7.5 acres. **Tentative Tract Map** for condominium purposes.
Planner:	Allen Lim

Notes:

- Received application on 1.30.25
- An incomplete letter was sent out to the applicant on 2.26.25

Project Map:



Current Status:

- On 9.11.2025 the applicant resubmitted, and the project is currently under review.

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

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Leal Ranch Residential Overall Phase C Offsite (MAP ID: LEAL.2)

Project:	Leal Ranch Residential Offsite (Phase C)
Project No.	PLN25-20087 MDR New Home Phase C Offsites
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the overall Leal Phase C Residential Development and associated site improvements of PA-7B, PA-7C, PA-12A, PA-12B, PA-12C, PA-13A, PA-13B and PA-13C of the Leal Ranch Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 10.23.25

Project Map:



Current Status:

- The Project is currently under review.

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

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Eastvale Care Facility (Selby)

Project:	Eastvale Care Facility
Project No.	PLN24-20047 DR003 CUP003
Project Location:	Southwest corner of Walters St. & Selby Ave.
Project Description:	**Major Development Review** for the development congregate care facility consisting of two single family homes. **Conditional Use Permit** for the allowance of a residential care facility for the elderly for up to 14 persons per home (28 max).
Planner:	Allen Lim

Notes:

- Received application on 6.20.24
- An incomplete letter was sent to the applicant on 7.11.24
- Resubmittal received on 12.30.24

Project Map:



Current Status:

- On 1.28.25 the applicant received an incomplete letter, and the Planning Division is awaiting resubmittal.

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

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Oasis Residential

Project:	Oasis Residential
Project No.	PLN25-20016 TTM002 DR002 SBB330
Project Location:	Southeast corner of Chandler Ave. & Hellman Ave.
Project Description:	**Tentative Tract Map** for 65 lots for a single-family home community and 2 open space lots. **Major Development Review** for the development of 65 single-family residential units.
Planner:	Allen Lim

Notes:

- Received application on 3.19.25
- On 4.17.25 the applicant received an incomplete letter.
- On 5.20.25 the applicant resubmitted the project for Planning Division review.
- Additional CEQA documents were submitted on 6.11.25.
- On 7.20.25 the applicant received a second incomplete letter.
- On 10.1.25 the applicant resubmitted the project for Division review.

Project Map:



Current Status:

- The project was deemed complete and has been scheduled for the November 19, 2025, Planning Commission.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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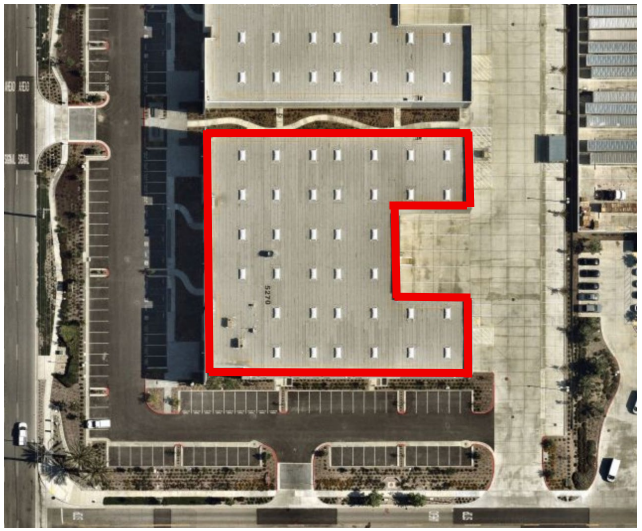
Team Up Arena

Project:	Team Up Arena
Project No.	PLN25-20056 CUP
Project Location:	Northeast corner of Hamner Avenue and Goodman Way.
Project Description:	**Conditional Use Permit** to allow for an indoor recreation facility that will include (but not limited to) trampolines, dodgeball, augmented reality attractions, open jump areas, mini golf, darts, and bowling. **Conditional Use Permit** to allow for a type 47 beer wine and distilled spirits for on-site consumption.
Planner:	Steven D. Fowler

Notes:

- Received application on 8.13.25
- An incomplete letter was sent to the applicant on 9.3.25.
- On 9.18 the applicant resubmitted the project.
- The project was scheduled for Planning Commission on 10.15.25.

Project Map:



Current Status:

- On October 15, 2025, the Planning Commission approved entitlements for PLN25-20056 and is subject to Conditions of Approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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All-Magic

Project:	All-Magic Paint and Body
Project No.	PLN25-20081 CUP
Project Location:	Northeast corner of Hamner Avenue and Commerce.
Project Description:	**Conditional Use Permit** to allow for an indoor autobody paint and repair center that is contained completely within the building.
Planner:	Steven D. Fowler

Notes:

- Received application on 10.13.25

Project Map:



Current Status:

- The project was deemed complete and has been scheduled for the November 19, 2025, Planning Commission.

1. New projects are added to the bottom of the list as they are submitted.
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Sri Jayaram Temple Selby

Project:	Sri Jayaram Temple
Project No.	PLN25-20061 DR
Project Location:	Northwest corner of Selby Avenue and Chandler Street.
Project Description:	**Major Development Review** for the construction and operation of a one-story place of worship and accessory restroom and dining area with ancillary parking.
Planner:	Steven D. Fowler

Notes:

- Received application on 8.14.25.
- On 8.20.25 the applicant was sent an incomplete letter
- On 9.8.25 the applicant resubmitted the project for review.

Project Map:



Current Status:

- On 9.25.25 a second incomplete letter was sent out to the applicant and is currently awaiting resubmittal.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Wireless Facility – 7250 Cobble Creek

Project:	Providence Ranch Monopine
Project No.	PLN24-20030 MDR010
Project Location:	Southeast corner of Hallow Brook Way and Westerly Way. East of Cobble Creek
Project Description:	**Minor Development Review** for the development of an unmanned telecom facility consisting of 70 ft. tall monopine 14 panel antennas mounted on the monopine, 35 RRUs mounted behind the antennas, and necessary equipment area.
Planner:	Steven D. Fowler

Notes:

- Received application on 4.30.24
- The project was scheduled for planning commission on 6.19.24.
- On 6.19.24 the planning commission continued the project to a future date.
- A second submittal was submitted for review.
- The project was scheduled for planning commission on 11.20.24.

Project Map:



Current Status:

- On 11.20.24 the Planning Commission continued the project off calendar. The Planning Division is waiting for a resubmittal.

1. New projects are added to the bottom of the list as they are submitted.
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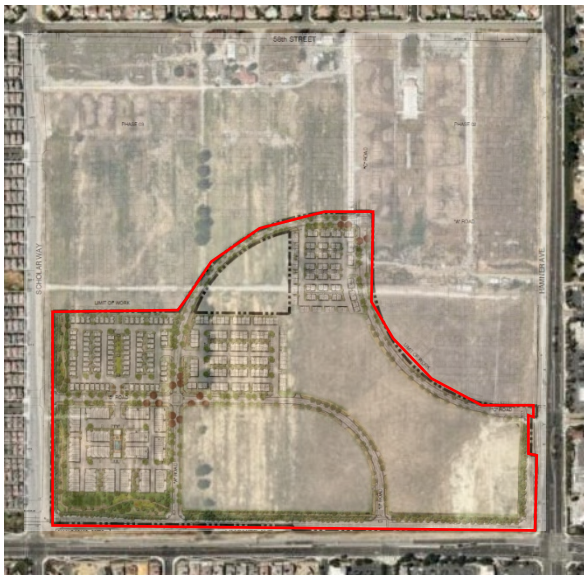
Leal Ranch Residential Phase A TTM (MAP ID: LEAL.1)

Project:	Leal Ranch Residential Tentative Tract Map (Phase A)
Project No.	PLN22-20087 TTM No. 38594
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Tentative Tract Map** to create 64 lots over 69.8 acres of land to facilitate various site improvements and initiate the residential development of PA-1, PA-6, PA-7A, and PA-8 of the Leal Ranch Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.21.22
- Application deemed incomplete by staff on January 12, 2023.
- The project was resubmitted on 06.05.2023 and is under review.
- Application was deemed incomplete on July 3, 2023
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- Planning Commission approval on October 18, 2023
- On October 18, 2023 Planning Commission approved entitlements for PLN22-20087 and is subject to conditions of approval.

Project Map:



Current Status:

- Actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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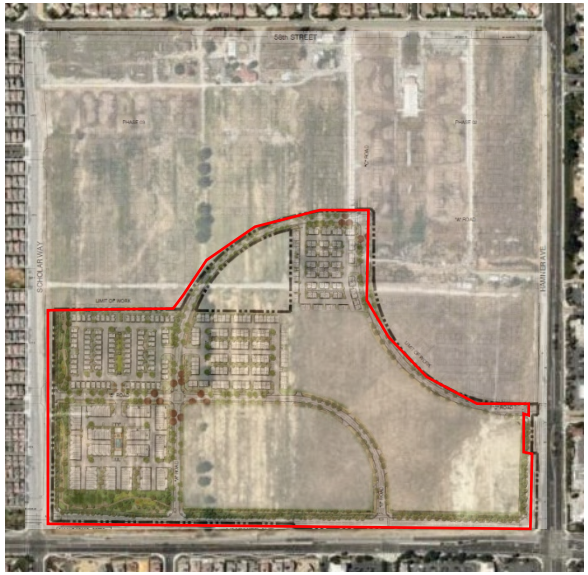
Leal Ranch Residential Overall Phase A DR (MAP ID: LEAL.2)

Project:	Leal Ranch Residential Overall DR (Phase A)
Project No.	PLN22-20088 DR006
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the overall Leal Phase A Residential Development and associated site improvements (PA-1, PA-6, PA-7A, and PA-8)
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.21.22
- Application deemed incomplete by staff on January 12, 2023.
- The project was resubmitted on 06.05.2023 and is under review.
- Application was deemed incomplete on July 3, 2023.
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- Planning Commission approval on October 18, 2023
- On October 18, 2023**,** Planning Commission approved entitlements for PLN22-20087 and is subject to conditions of approval.

Project Map:



Current Status:

- Actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Leal Ranch Residential PA-1 Phase A (MAP ID: LEAL.3)

Project:	Leal Ranch Residential PA-1 (Phase A)
Project No.	PLN22-20089 DR007
Project Location:	Northeast corner of Limonite Avenue and Scholar Way.
Project Description:	**Major Development Review** for the development of 168 new residential units within Planning Area 1 of the Leal Master Plan. Plan types will consist of townhomes (10 plex and 11 plex).
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.21.22
- Application deemed incomplete by staff on January 12, 2023.
- The project was resubmitted on 06.05.2023 and is under review.
- Application was deemed incomplete on July 3, 2023
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- Planning Commission approval on October 18, 2023
- On October 18, 2023, Planning Commission approved entitlements for PLN22-20089 and is subject to conditions of approval.

Project Map:



Current Status:

- Models are open to the public.
- Production units are actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Leal Ranch Residential PA-6 Phase A (MAP ID: LEAL.4)

Project:	Leal Ranch Residential Planning Area- 6 (Phase A)
Project No.	PLN22-20090 DR008
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the development of 102 new residential units within Planning Area 6 of the Leal Master Plan. Plan types will consist of townhomes (Duplex to 6 plex).
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.21.22
- Application deemed incomplete by staff on January 12, 2023.
- The project was resubmitted on 06.05.2023 and is under review.
- Application was deemed incomplete on July 3, 2023
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- Planning Commission approval on October 18, 2023
- On October 18, 2023, Planning Commission approved entitlements for PLN22-20090 and is subject to conditions of approval.

Project Map:



Current Status:

- Models are open to the public.
- Production units are actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Leal Ranch Residential PA-7A Phase A (MAP ID: LEAL.5)

Project:	Leal Ranch Residential Planning Area-7A (Phase A)
Project No.	PLN22-20091 DR009
Project Location:	Northeast corner of Limonite Avenue and Scholar Way.
Project Description:	**Major Development Review** for the development of 94 single family residential units within Planning Area-7A of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.21.22
- Application deemed incomplete by staff on January 12, 2023.
- The project was resubmitted on 06.05.2023 and is under review.
- Application was deemed incomplete on July 3, 2023.
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- Planning Commission approval on October 18, 2023
- On October 18, 2023, Planning Commission approved entitlements for PLN22-20091 and is subject to conditions of approval.

Project Map:



Current Status:

- Models are open to the public.
- Production units are actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Leal Ranch Residential PA-8 Phase A (MAP ID: LEAL.6)

Project:	Leal Ranch Residential Planning Area 8 (Phase A)
Project No.	PLN22-20092 DR010
Project Location:	Northwest corner of Hamner and Limonite Avenue, east of Scholar Way, and south of 58th Street.
Project Description:	**Major Development Review** for the development of 74 single family residential units within Planning Area 8 of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 12.21.22
- Application deemed incomplete by staff on January 12, 2023.
- The project was resubmitted on 06.05.2023 and is under review.
- Application was deemed incomplete on July 3, 2023.
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- Planning Commission approval on October 18, 2023
- On October 18, 2023, Planning Commission approved entitlements for PLN22-20092 and is subject to conditions of approval.

Project Map:



Current Status:

- Models are open to the public.
- Production units are actively under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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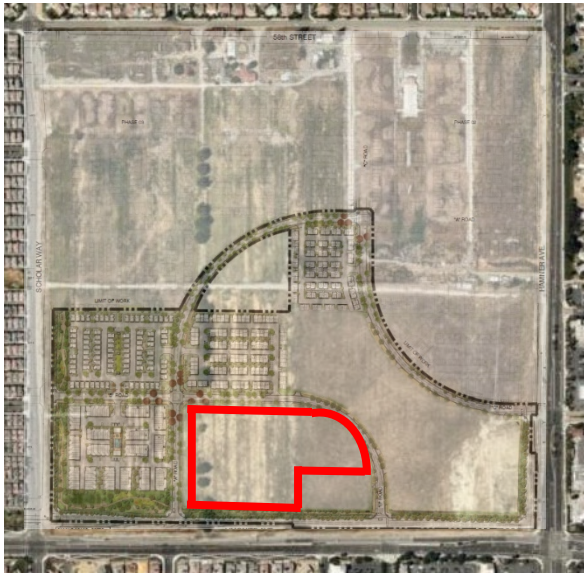
Leal Ranch Residential PA-2 Quarterra (MAP ID: LEAL.7)

Project:	Leal Ranch Residential PA-2 Quarterra
Project No.	PLN23-20036 DR006
Project Location:	Northeast corner of Limonite Avenue and of Scholar Way. South of 58th St.
Project Description:	**Major Development Review** for the development of 320 new residential units within Planning Area 2 of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on June 9, 2023.
- Application was deemed incomplete on July 3, 2023
- Application was resubmitted on August 31, 2023
- Application was deemed incomplete on September 27, 2023
- Application was resubmitted on November 14, 2023
- Application was deemed incomplete on December 7, 2023
- Application was resubmitted on January 18, 2024
- Planning Commission approval on February 21, 2024
- On February 21, 2024**,** the Planning Commission approved entitlements for PLN23-20036, with conditions of Approval.

Project Map:



Current Status:

- Construction document have been submitted with the Building Division and are currently under review.

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

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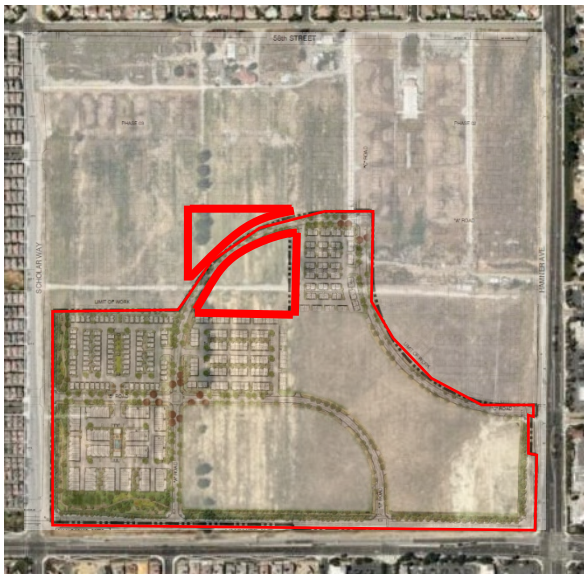
New Home Recreation Center

Project:	New Home Rec Center
Project No.	PLN24-20075 MDR014
Project Location:	Northeast corner of Limonite Avenue and of Scholar Way. South of 58th St.
Project Description:	**Major Development Review** for the site planning and architecture of the proposed recreation center within the Leal Ranch Master plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.18.24 an incomplete letter was sent out to the applicant.
- The project was resubmitted on 10.24.24
- On 11.20.24 an incomplete letter was sent out to the applicant.
- The project was deemed complete and scheduled for planning commission for 2.19.25.
- On February 19, 2025 Planning Commission approved entitlements for PLN24-20075 and is subject to conditions of approval.

Project Map:



Current Status:

- Construction documents have been submitted for review with the Building Division and Public Works Department.

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

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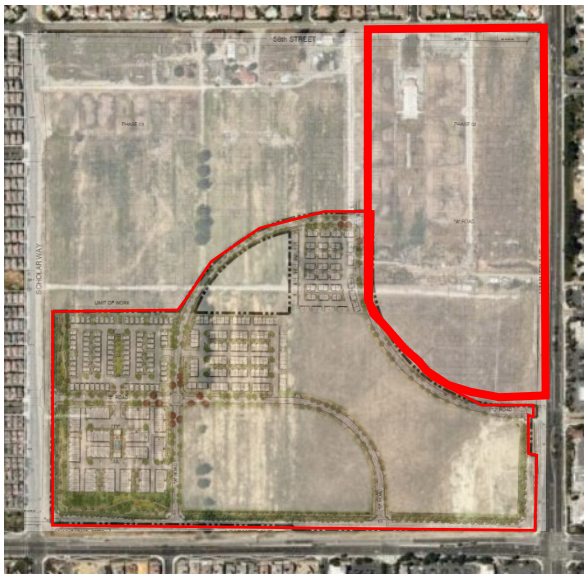
New Home TTM 38595 Phase B

Project:	Tentative Tract Map Phase B
Project No.	PLN24-20074 TTM #38594 PH B
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Tentative Tract Map** for the development of an existing lot into 46 total lots for condominium purposes (37 residential, 1 commercial, 3 for open space and 5 for private street purposes) of TTM 38595 within Planning Area 9, 10, 11A, 11B, and 11C of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.18.24 an incomplete letter was sent out to the applicant.
- The project was resubmitted on 10.24.24
- On 11.6.24 an incomplete letter was sent out to the applicant.
- The project was resubmitted on 12.11.24
- The project was deemed complete and is currently scheduled for planning commission on 2.19.25

Project Map:



Current Status:

- On February 19, 2025, the Planning Commission approved entitlements for PLN24-20074 and is subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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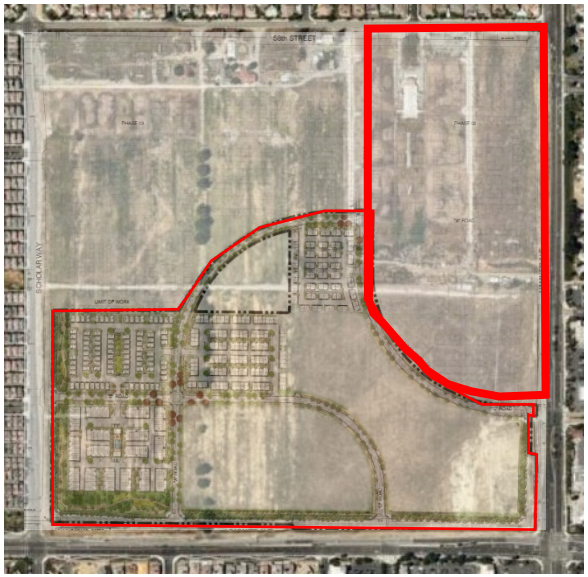
New Home Off-site

Project:	Tentative Tract Map Phase B
Project No.	PLN24-20069 DR004
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Major Development Review** to establish the off-site streets and layout of Phase B of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025

Project Map:



Current Status:

- On 3.19.2025 the Planning Commission approved entitlements for PLN24-20069 and is subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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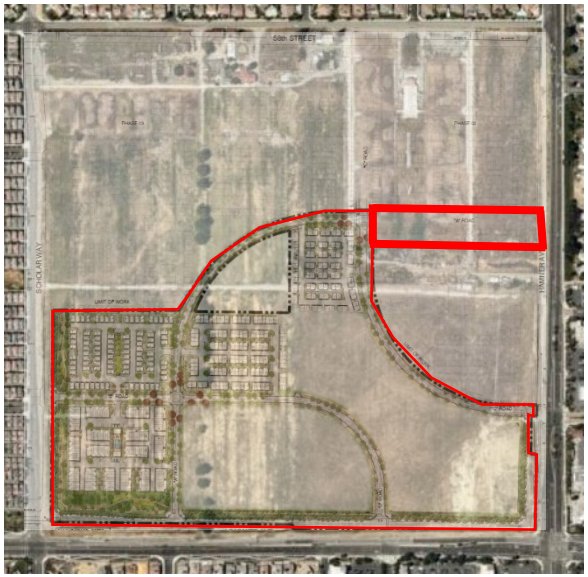
Leal Ranch Residential PA-9

Project:	Planning Area 9
Project No.	PLN24-20070 DR005
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Major Development Review** for the development of 90 residential units (triplexes) on Lots 30-36 of TTM 38595 within Planning Area 9 of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- The item was heard by Planning Commission on March 19, 2025 and was continued to the following meeting date of April 16,2025.

Project Map:



Current Status:

- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20070 and is subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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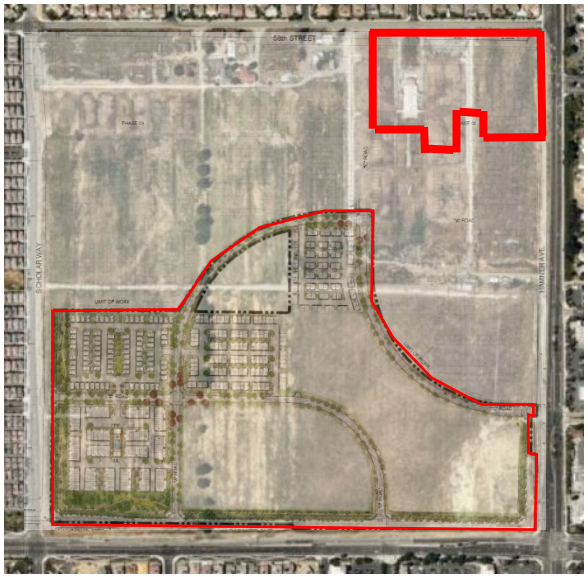
Leal Ranch Residential PA-11A

Project:	Planning Area 11A
Project No.	PLN24-20071 DR006
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Major Development Review** for the development of 91 residential units (duplexes and triplexes) on lot 1-9 of TTM 38595 within Planning Area 11A of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025

Project Map:



Current Status:

- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20071 and is subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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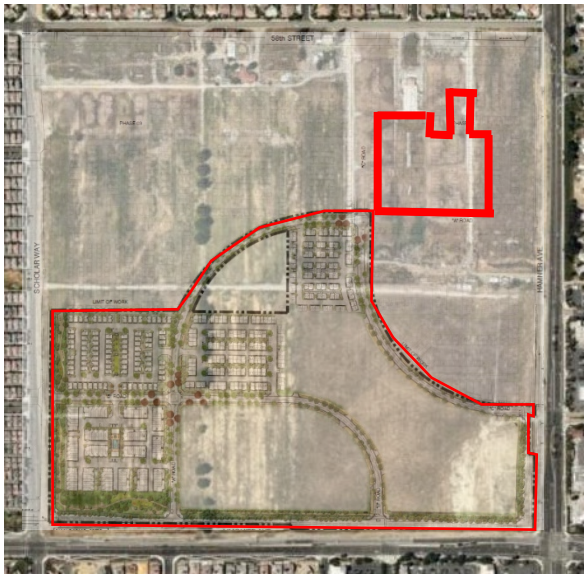
Leal Ranch Residential PA-11B

Project:	Planning Area 11B
Project No.	PLN24-20072 DR007
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Major Development Review** for the development of 90 residential units (6-plex and 8-plexes) on Lots 10-18 of TTM 38595 within Planning Area 11B of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025

Project Map:



Current Status:

- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20072 and is subject to conditions of approval.

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

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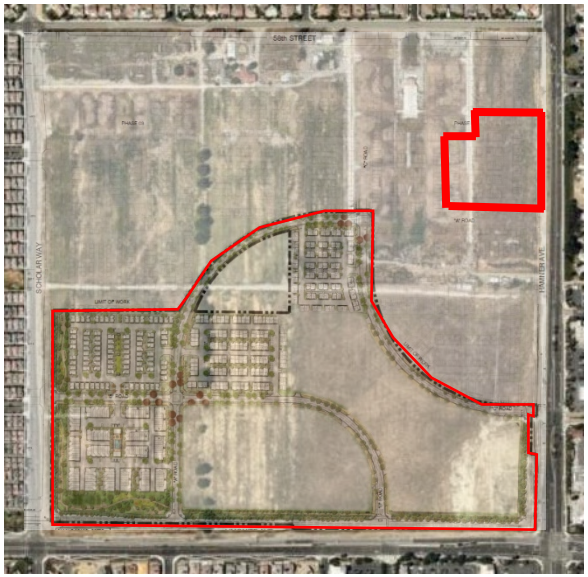
Leal Ranch Residential PA-11C

Project:	Planning Area 11C
Project No.	PLN24-20073 DR008
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Major Development Review** for the development of 63 residential units (triplexes) on Lots 19-29 of TTM 38595 within Planning Area 11C of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 8.21.24
- On 9.16.24 an incomplete letter was sent out to the applicant.
- On 11.20.24 the applicant resubmitted the project.
- On 12.11.24 a second incomplete letter was sent out to the applicant.
- On 1.16.25 the applicant resubmitted the project for plan review.
- On 2.10.25 a third incomplete letter was sent out to the applicant.
- On 2.18.25 the applicant resubmitted the project and is currently under review.
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025

Project Map:



Current Status:

- On 4.16.2025 the Planning Commission approved entitlements for PLN24-20073 and is subject to conditions of approval.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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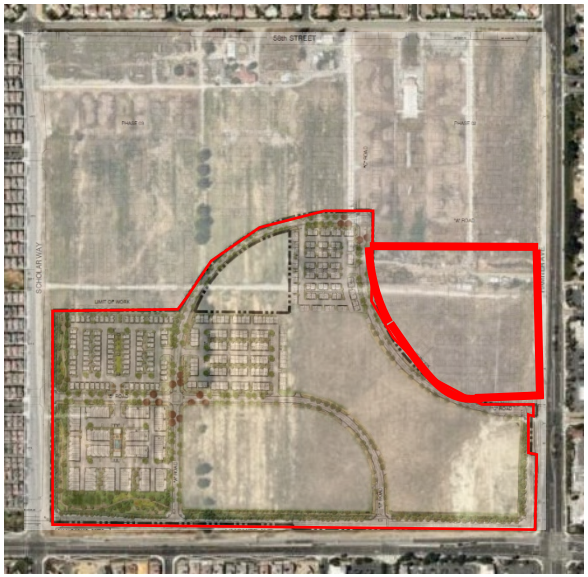
Leal Ranch Residential PA-4 Quarterra Phase II

Project:	Planning Area 4
Project No.	PLN24-20035 DR001
Project Location:	Southwest corner of Limonite Avenue and 58th Street.
Project Description:	**Major Development Review** for the development of 360 multi-family residential units on 10.6 acres within Planning Areas 4 & 10 of the Leal Master Plan.
Planner:	Jamie K. Cerda

Notes:

- Received application on 5.7.24
- An incomplete letter was sent out to the applicant on 6.3.24
- On 7.24.24 the applicant resubmitted to the planning division for review.
- A second incomplete letter was sent to applicant on 8.12.24
- On 10.14.24 the applicant resubmitted to the planning division for review.
- A third incomplete letter was sent to applicant on 11.7.24
- On 12.19.24 the applicant resubmitted to the planning division for review.
- A fourth incomplete letter was sent to applicant on 1.16.25
- On 4.7.25 the applicant resubmitted to the planning division for review.
- The project was scheduled for Planning Commission on the date of 5.21.25.

Project Map:



Current Status:

- On 5.21.2025 the Planning Commission approved entitlements for PLN24-20035 and is subject to conditions of approval.

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Warmington Residential

Project:	Warmington Residential
Project No.	PLN24-20053 TTM001 DR003 SB330
Project Location:	Northeast corner of Grapewin St. & Archibald Ave.
Project Description:	**Tentative Tract Map** for 76 lots for a single family home community. **Major Development Review** for the development of 76 single-family residential units.
Planner:	Jamie K. Cerda

Notes:

- Received application on 6.27.24
- An incomplete letter was sent to the applicant on 7.10.24 documents were resubmitted
- A second incomplete letter has been sent to applicant on 8.06.24
- A third incomplete letter has been sent to applicant on 10.17.24
- The Project was deemed complete and scheduled for Planning Commission date of March 19, 2025
- The project was heard by the Planning Commission on 3.19.25 meeting and recommended to the City Council for approval.
- The project was heard by the City Council on 4.23.25 where action was to continue the project for the next scheduled City Council date on May 28, 2025.

Project Map:



Current Status:

- On 05.28.2025 City Council approved entitlements for PLN24-20053 and is subject to conditions of approval.

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

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

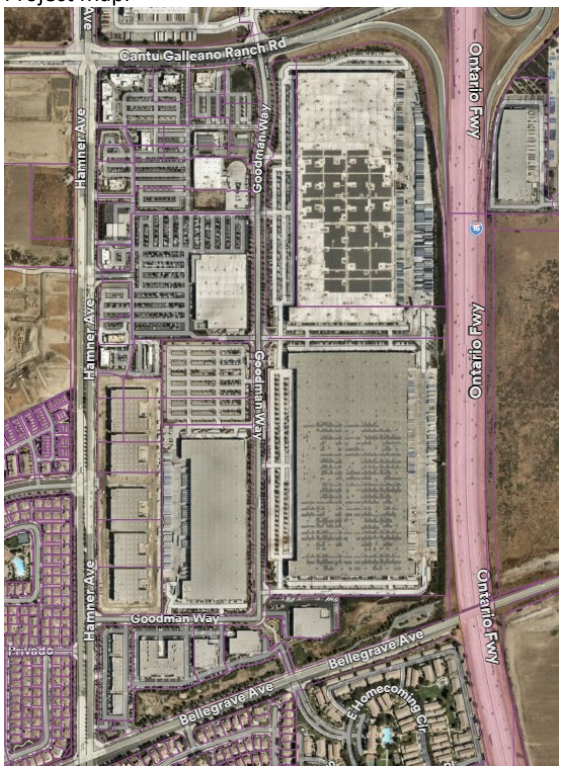
Notes:

- Approved by City Council on November 12, 2014

See the following projects for more recent activity at the Goodman Commerce Center Development:

- Project No. PLN17-20033 Retail Building CR-3 – Starbucks & other tenants (GCC.1)
- Project No. PLN18-20014 Retail Building CR-12 – Quick Quack Carwash (GCC.2)
- Project No. PLN18-20042 Retail Building CR-11 – Multi-Tenant (GCC.3)
- Project No. PLN19-20006 Retail Building CR-10- Chick-fil-A (GCC.4)
- Project No. PLN19-20063 Retail Building CR-8 – Altura Credit Union (GCC.5)
- Project No. PLN19-20064 Retail Building CR-6 (GCC.6)
- Project No. PLN20-20018 Retail Building CR-6A, CRA, CR-B, CR-C
- Project No. PLN21-20063 Retail Building CR-1 – Chili's
- Project No. PLN21-20068 Retail Building CR-2 – Olive Garden
- Project No. PLN22-20025 Planning Area-4 Development

Project Map:



Current Status:

- Various buildings complete, operating and under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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GCC CR-1 Chili's Alcohol CUP and VAR (MAP ID: GCC.13)

Project:	GCC CR-1 Alcohol CUP and VAR
Project No.:	PLN22-20010_CUP002_VAR001
Project Location:	Southeast corner of Hamner Avenue and Cantu-Galleano Ranch Rd.; Assessor Parcel Number (APN) 160-510-023
Project Description:	**Conditional Use Permit** for the on-sale and consumption of beer, wine, and distilled spirits at a 7,757 square foot PAD building (CR-1) restaurant (dba Chili's). **Variance** to request modification to the sign standards to allow four (4) tenant wall signs.
Planner:	Jamie K. Cerda

Notes:

- Received application on March 7, 2022
- On April 20, 2022, PLN22-20012 was approved by the Planning Commission subject to conditions of approval.

Project Map:



Current Status:

- Project is currently on hold per developer.

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

Project:	Commercial Restaurant Building (CR-1)
Project No.	PLN25-20031 DR003
Project Location:	Southwest corner of Cantu-Galleano Ranch Road. & Goodman Way.
Project Description:	**Major Development Review** for the development of a new restaurant building of 5,780 sq. ft. located on 1.17-acre vacant lot.
Planner:	Steven D. Fowler

Notes:

- Received application on 4.23.25
- On 5.20.25 an incomplete letter was sent out to the applicant.
- On 6.12.25 the applicant resubmitted to the Planning Division.
- A public hearing was scheduled for 8.20.25 to present the project to the Planning Commission
- On August 20, 2025, the Planning Commission approved entitlements for PLN25-20031 and is subject to conditions of approval.

Project Map:



Current Status:

- Grading and construction plans are currently under review with the Public Works Department and the Building Division.

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

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GCC Planning Area 4 DR and TPM (MAP ID: GCC.15)

Project:	GCC Planning Area 4 DR and TPM
Project No.:	PLN22-20025 CR-13 and TPM No. 38438, PLN22-20056 DR CR-14, PLN22-20057 DR CR-15, PLN22-20058 DR CR-16, PLN22-20059 DR CR-17
Project Location:	Northeast corner of Hamner Avenue and Goodman Way (Assessor Parcel Number: 160-510-010, -011, -012, -013, -015, -016, and -033)
Project Description:	**Major Development Review (DR)** for development of five (5) business park buildings ranging in size from 40,000 sf to 59,987 sf in Planning Area 4 of the Goodman Commerce Center in Eastvale Specific Plan. **TPM No. 38438:** For the reconfiguration of a 14.4-acre site into five (5) individual parcels.
Planner:	Allen Lim

Notes:

- Received application on April 20, 2022.
- Project was deemed incomplete by Staff on May 19, 2022.
- Received resubmittal on August 8, 2022.
- Project was deemed incomplete by Staff on August 24, 2022.
- Project was deemed complete by Staff on September 28, 2022.
- On October 19,2022, the Planning Commission approved PLN22-20025, -56 through -59 subject to conditions of approval.

Project Map:



Current Status:

- Building Permits issued on November 28,2023 and are currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Hamner Place Pad-2 (MAP ID: HPLC.4)

Project:	PAD-2 at Hamner Place
Project No.	PLN24-20019_MDR008_CUP001
Project Location:	Northeast corner of Schleisman Rd. and of Hamner Ave.
Project Description:	New 4,250 sq. ft. multi-tenant shops with pick-up drive-up lane.
Planner:	Allen Lim

Notes:

- Received application on 2.26.24
- On March 21, 2024 an incomplete letter was sent out to the applicant, awaiting resubmittal.
- May 1, 2024 applicant resubmitted.
- June 3, 2024 the application was deemed complete and tentatively scheduled for July planning commission.
- On July 17, 2024 The Planning Commission approved the entitlements for PLN24-20019 and is subject to conditions of approval.

Project Map:



Current Status:

- The Shell for pad 2 received approved building plans and grading plans and is currently under construction.

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

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

Notes:

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

Project Map



Current Status:

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

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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Beyond Food Mart at The Ranch (MAP ID: RNCH.5)

Project:	Beyond Food Mart Major Development Review and Conditional Use Permit(s)
Project No.	PLN21-20014_DR002_CUP003
Project Location:	Northeast corner of Hellman Ave. and Limonite Ave. at The Ranch Specific Plan (Assessor Parcel Number: 144-010-077)
Project Description:	**Major Development Review,** for the construction of a new 7,150 square-foot Beyond Food Mart with a single lane drive-through operation, a 5,177 square-foot canopy, and a 2,312 square-foot drive-through carwash **Conditional Use Permit,** for the operation of automobile service station with concurrent off sale of beer and wine (Type 20) **Conditional Use Permit,** for the operation of a C-Store with a drive-through **Conditional Use Permit,** for the operation of a drive-through carwash
Planner:	Allen Lim

Notes:

- Received application on 3.17.21
- On November 17, 2021, the Planning Commission approved project PLN21-20014, subject to conditions of approval.

Project Map:



Current Status:

- The Building Permits have been issued and is currently under construction.

1. New projects are added to the bottom of the list as they are submitted.
2. Projects that have been completed for more than one year are removed from this list.
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The Ranch TPM No. 38114 (MAP ID: RNCH.6)

Project:	The Ranch TPM No. 38114
Project No.	PLN22-20009_TPM38114
Project Location:	Northeast corner of Limonite Avenue and Hellman Avenue; Assessor Parcel Number (APN) 144-010-077
Project Description:	**Tentative Parcel Map** to subdivide one (1) 10.68 acres into two (2) individual parcels.
Planner:	Allen Lim

Notes:

- Received application on March 2, 2022
- On May 18th, 2022, the Planning Commission approved project PLN22-20009, subject to conditions of approval.
- On November 17, 2021, the Planning Commission approved project **PLN21-20014.**

Project Map:



Current Status:

The Building Permits of PLN21-20014 have been issued and is currently under construction.

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

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

Notes:

- Received application on June 6, 2019.

See the following project for more information:

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

Project Map:



Current Status:

- The Staybridge Suites has obtained Certificate of Occupancy and is fully operational.

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

Hamner Place Retail Suites D.R (HPLC.3)

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

Notes:

- Received application on November 21, 2019.
- On December 18, 2019, the Planning Commission approved project PLN19-20053 subject to conditions of approval.

Project Map:



Current Status:

- The Building is currently operational.

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

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The Merge (MAP ID: MRG)

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

Notes:

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

Project Map:



Current Status:

- The Merge Industrial and Retail have completed construction.
- Pad 2 is currently under Tenant Improvements with the Building Division.

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

Project:	Walmart – Eastvale Crossings
Project No.	PLN12-0051, PLN21-20021_DR002 (Ref. PLN12-0051)
Project Location:	Southeast corner of Limonite and Archibald Avenues (APN 144-030-039)
Project Description:	General Plan Amendment, Change of Zone, Major Development Review, five Conditional Use Permits, Tentative Tract Map No. 35061, and Variance for the development of a 177,000 +/- sq. ft. retail store and several outparcels on 24.78 acres. CEQA: Environmental Impact Report (certified) **Major Development Review** for the construction of a Walmart gasoline service station with an ancillary 1,620 square foot convenience store located on Parcel 2 of Tentative Tract Map No. 35061
Planner:	Jamie K. Cerda

Notes:

- City Council approval on April 26, 2017.
- Project was reviewed by the Riverside County Airport Land Use Commission and received a conditional finding of conformance with the Chino Airport Land Use Compatibility Plan.
- Public review of DEIR available from September 27 to November 17, 2016.
- On March 15, 2017, the Planning Commission reviewed and recommended approval of the project to City Council.
- City Council public hearing on April 12, 2017, with a staff recommendation to continue the hearing to April 26, 2017.
- City Council approval on April 26, 2017. Notice of Determination recorded on April 27, 2017.
- Waiting for applicant to submit construction plans.
- Extension of Time (PLN19-20052) has been approved by the Planning Commission on 1.15.2020
- Extension of Time (PLN19-20052) has been approved by the Planning Commission on 1.15.2020
- Extension of Time (PLN21-20021 MDR002) has been approved by the planning department on 11.02.2021.
- Minor Development Review (PLN22-20012 MDR002) has been approved by the planning department on 1.24.2023
- Extension of Time (PLN22-20017 EOT 001) has been approved by the planning department on 10.20.2021
- On April 26, 2023, the City Council approved Final Map TR35061.

Project Map:



Current Status:

- The site is actively under construction.

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

Project:	Mister Car Wash
Project No.	PLN24-20024_DR001_CUP002
Project Location:	Southeast corner of Limonite Ave. and of Archibald Ave. (APN:144030039)
Project Description:	New 5,435 sq. ft. building with 3 queuing lanes funneling into a 130' tunnel which leads out to 26 vacuum stalls.
Planner:	Steven D. Fowler

Notes:

- Received application on 3.25.24
- On April 23, 2024 an incomplete letter was sent to the applicant
- On June 11, 2024 resubmittal was received.
- On July 10, 2024 an incomplete letter was sent to the applicant
- On August 20, 2024, the Planning Division deemed the project complete
- On September 18, 2024 the Planning Commission approved project PLN24-20024, subject to conditions of approval.

Project Map:



Current Status:

- Building Division has construction plans ready to issue.
- Public Works department is currently awaiting submittal for grading.

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

Project:	McDonalds
Project No.	PLN24-20089_DR009
Project Location:	Southeast corner of Limonite Ave. and of Archibald Ave. (APN:144030039)
Project Description:	New 4,375 sq. ft. building with drive thru lane.
Planner:	Steven D. Fowler

Notes:

- Received application on 10.15.24
- An incomplete letter was sent out to the applicant on 11.14.24
- On 1.6.25 the project was resubmitted for second round of review.
- The Project was deemed complete and scheduled for the 2.19.25 planning Commission.

Project Map:



Current Status:

- On February 19, 2025 Planning Commission approved entitlements for PLN24-20089 and is subject to conditions of approval.
- Currently awaiting construction documents to be submitted with the Building Division and Public Works Department .

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

Project:	Better Buzz
Project No.	PLN24-20091_MDR015
Project Location:	Southeast corner of Limonite Ave. and of Archibald Ave. (APN:144030039)
Project Description:	New 1,770 sq. ft. building with patio and drive-thru
Planner:	Steven D. Fowler

Notes:

- Received application on 10.28.24
- On 11.21.24 an incomplete letter was sent out to the applicant.
- On 1.21.25 the applicant resubmitted the project for second round of review.
- The Project was deemed complete and scheduled for the 2.19.25 planning Commission.

Project Map:



Current Status:

- On February 19, 2025 Planning Commission approved entitlements for PLN24-20091 and is subject to conditions of approval.
- Currently awaiting construction documents to be submitted with the Building Division and Public Works Department.

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

Project:	Dunkin Donuts and Carwash DR and CUP
Project No.	PLN21-20030_DR_003_CUP_007 Dunkin Donuts and PLN21-20060_DR006_CUP011 American Express Carwash
Project Location:	Northwest corner of Schleisman and Hamner Ave.; Assessor Parcel Number (APN) 152-341-017
Project Description:	**Major Development Review (DR):** For the development of a 3,400 square foot multi-tenant building where 1,600 square feet will be for a Dunkin Donuts with a drive-through and outdoor patio and where 1,800 square feet will be for a bistro with an outdoor patio. (PLN21-20030) **Major Development Review (DR)**: for the development of a 5,113 square foot car/truck wash with 18 vacuum stalls. (PLN21-20060) **Conditional Use Permit (CUP):** To allow the operation of a drive-through for the proposed coffee shop. (PLN21-20030) **Conditional Use Permit (CUP)**: To allow the operation of a drive-through for the proposed car/truck wash use. (PLN21-20060)
Planner:	Jamie K. Cerda

Notes:

- Received application on 5.26.21
- Applicant has provided updated submittal package 5.9.22
- On July 20, 2022 the Planning Commission approved project PLN21-20030 and PLN21-20060, subject to conditions of approval.
- The building division has approved constructions plans.

Project Map:



Current Status:

- All-American Carwash has received TCO and is currently operational.
- Dunkin Donuts have pulled permits currently under construction.

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

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Cherry Tree Residential

Project:	Cherry Tree Residential
Project No.	PLN24-20092 TTM DR010 and PLN24-20057 SB330
Project Location:	Southwest corner of Walters St. and Selby Ave.
Project Description:	**Vesting Tentative Tract Map** for 39 lots for a single-family home community. **Major Development Review** for the development of 39 single-family residential units, 38 attached ADUs, and 38 detached ADUs.
Planner:	Allen Lim

Notes:

- Received application on 10.28.24
- An incomplete letter was sent to the applicant on 11.26.24
- On 3.3.25 the applicant resubmitted for plan review.
- A second incomplete letter was sent to the applicant on 3.27.25
- On 5.12.25 the applicant resubmitted for plan review.
- The project was deemed complete and scheduled for the June 18, 2025, to be presented to the Planning Commission.

Project Map:



Current Status:

- On June 18, 2025, the Planning Commission approved entitlements for PLN24-20092 and is subject to conditions of approval.

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

Project:	Archibald and Chandler Retail Center
Project No.	PLN23-20018 TPM #37653, PLN23-20019 MDR004 CUP002, PLN23-20020 MDR005 CUP003, PLN23-20020 MDR006
Project Location:	Northwest corner of Archibald and Chandler; (Assessor Parcel Numbers: 144-130-004, 144-130-011, 144-130-012, 144-130-013)
Project Description:	**Tentative Parcel Map (37653)** to parcelize a 2.71-acre site into three (3) parcels. **Minor Development Review** for a commercial development on a 0.81-acre parcel comprised of a 3,500 square feet sit-down restaurant (Zendejas) **Minor Development Review** for a commercial development on a 1.18-acre parcel a 3,598 square feet drive-through carwash (Quick Quack Express Carwash) **Minor Development Review** for a commercial development on a 0.75-acre parcel with a 950 square feet drive-through coffee shop (Dutch Bros). **Conditional Use Permit** for the operation of a drive-through coffee shop. **Conditional Use Permit** for the operation of a drive-through carwash.
Planner:	Allen Lim

Notes:

- Received application on 04.11.23
- On 5/9/2023 comments were returned to the applicant.
- On July 27, 2023 the project was resubmitted.
- On August 24, 2023 a correction letter was sent out to the applicant.
- Application deemed complete scheduled Planning Commission date of October 18, 2023.
- The item was continued to the November 15, 2023 Planning Commission.
- The Item was continued to the December 20,2023 Planning Commission.
- On December 20, 2023, the Planning Commission approved entitlements for PLN23-20018 TPM #37653, PLN23-20019 MDR004 CUP002, PLN23-20020 MDR005 CUP003, PLN23-20020 MDR006

Project Map:



Current Status:

- Awaiting submittal of Final parcel map to Public Works Department.
- Quick Quack has submitted for grading to public works and construction documents to building division.
- Dutch Bros has submitted for grading to public works and construction documents to building division.
- Overall site grading has been submitted to public works.
- Zendejas has submitted construction documents for plan check with the building division.

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

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

Magnolia Ranch

Project:	Magnolia Ranch (Woodside)
Project No.	PLN23-20043 DR005
Project Location:	Southwest of Schleisman Rd. and Scholar Way. North of Orange St.
Project Description:	**Development Review** for the development of 41 traditional single-family homes on lots of a minimum 55' x 90 (4950 SF)
Planner:	Jamie K. Cerda

Notes:

- Application submitted on July 6, 2023.
- Application was deemed incomplete on July 6, 2023
- Application deemed complete scheduled Planning Commission date of October 18, 2023
- On October 18, 2023 Planning Commission approved entitlements for PLN23-20043 and is subject to conditions of approval.

Project Map:



Current Status:

- Building plans were issued on 2.13.2025 and the project is currently under construction.

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

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St. Oscar Romero Modular Buildings

Project:	St. Oscar Romero's Modular Buildings
Project No.	PLN23-20038 MDR008
Project Location:	Northwest corner of Chandler St. and of Selby Ave. North of Retriever St.
Project Description:	**Minor Development Review** for the development of 2 temporary 1,059 square feet (total of 2,118 square feet) Modular Office Building with accessible stairs, ramps, restrooms, parking and connected walkway.
Planner:	Steven D. Fowler

Notes:

- Application submitted on July 6, 2023.
- Application was deemed incomplete on July 6, 2023
- Application was deemed incomplete on July 24, 2023
- Application was resubmitted on August 21, 2023
- Application was deemed complete on September 7, 2023.

Project Map:



Current Status:

- Building Division has issued permits for construction and is currently under construction.

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

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Future

The Leal Plan (MAP ID: LEAL)

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

Notes:

- In September 16, 2016, the Planning Commission reviewed and recommended approval to City Council. May 2017 – City has been asked by property owner's representative to postpone action on the project while issues related to the estate of Brad Leal are resolved August 30, 2017 – City met with Leal family and prospective developer to discuss processing and timing.
- City Council Approved Master Plan and Final Environmental Impact Report on December 13, 2017.
- Adopted by City Council on December 13, 2017.
- Staff continues to coordinate with the property owners as they seek a developer(s) for the site.
- Planning Commission recommend approval to City Council on April 26, 2022
- On May 11, 2022, the City Council approved the Leal Masterplan Amendment (PLN21-20039) and related entitlements (DA, TTM 382290, DR PLN22-20020)
- On May 25, 2022, the City Council approved the second reading of the ordinances for the Leal Master Plan Amendment (PLN21-20039) and Development Agreement (PLN22-20039).
- On August 24, 2022**,** Lot Line Adjustment (2022-001) was recorded with the Assessor-County Clerk Recorder.

Project Map:



Current Status:

- Construction documents are currently under review for phase A of Leal Master Plan. Awaiting submission of entitlements application for phase B.

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

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.3
November 12, 2025

City of Eastvale Crime Statistics – September 2025

Prepared By:
Johnny Terfehr, Community Safety Director

Recommended Action(s)
Staff recommends that the City Council receive and file the Eastvale Crime Statistics for September 2025.

Summary
The City Council requested staff 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 September 2025

CITY OF EASTVALE

Crime Data & Statistics

90-Day / Year-Over-Year

TOTAL PART I CRIMES | 90-Day / Year-Over-Year								
PART I CRIMES	**JUL 2024**	**JUL 2025**	**AUG 2024**	**AUG 2025**	**SEP 2024**	**SEP 2025**	**YTD-2024**	**YTD-2025**
Homicide	0	0	0	0	0	1	0	1
Arson	0	0	0	0	0	0	1	1
Aggravated Assault	14	11	8	14	23	15	160	139
Burglary	14	10	10	8	9	4	120	67
Larceny Theft	79	63	83	66	85	61	1,000	556
Rape	1	2	1	0	0	0	14	6
Robbery	3	1	4	0	1	1	24	14
Vehicle Theft	7	5	10	5	0	6	129	51
Total Part I Crimes	**118**	**92**	**116**	**93**	**118**	**88**	**1,448**	**835**

TOTAL VIOLENT CRIMES | 90-Day / Year-Over-Year								
PART I CRIME	**JUL 2024**	**JUL 2025**	**AUG 2024**	**AUG 2025**	**SEP 2024**	**SEP 2025**	**YTD-2024**	**YTD-2025**
Homicide	0	0	0	0	0	1	0	1
Rape	1	2	1	0	0	0	14	6
Robbery	3	1	4	0	1	1	24	14
Aggravated Assault	14	11	8	14	23	15	160	139
Arson	0	0	0	0	0	0	1	1
Total Violent Crimes	**18**	**14**	**13**	**14**	**24**	**17**	**199**	**161**

TOTAL PROPERTY CRIMES | 90-Day / Year-Over-Year								
PROPERTY CRIMES	**JUL 2024**	**JUL 2025**	**AUG 2024**	**AUG 2025**	**SEP 2024**	**SEP 2025**	**YTD-2024**	**YTD-2025**
Burglary	14	10	10	8	9	4	120	67
Vehicle Theft	7	5	10	5	0	6	129	51
Larceny Theft	79	63	83	66	85	61	1,000	556
Total Property Crimes	**100**	**78**	**103**	**79**	**94**	**71**	**1,249**	**674**

CALLS FOR SERVICE 90-Day / Year-Over-Year								
CALL NATURE	**JUL 2024**	**JUL 2025**	**AUG 2024**	**AUG 2025**	**SEP 2024**	**SEP 2025**	**YTD-2024**	**YTD-2025**
Mail Theft	0	3	7	16	4	5	87	72
Total Calls	**2,180**	**2,281**	**2,420**	**2,376**	**2,147**	**2,412**	**27,037**	**19,847**

TOTAL ARRESTS								
CHARGE LEVEL	**JUL 2024**	**JUL 2025**	**AUG 2024**	**AUG 2025**	**SEP 2024**	**SEP 2025**	**YTD-2024**	**YTD-2025**
Felony Arrests	21	22	12	13	12	13	**133**	**128**
Misdemeanor Arrests	27	32	30	35	30	33	**366**	**274**
Total Arrests	**48**	**54**	**42**	**48**	**42**	**46**	**499**	**402**

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-2025

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	1				**1**
Arson	0	0	1	0	0	0	0	0	0				**1**
Aggravated Assault	11	11	19	23	19	16	11	14	15				**139**
Burglary	18	2	7	8	5	5	10	8	4				**67**
Larceny Theft	45	54	63	64	70	70	63	66	61				**556**
Rape	2	0	1	0	0	1	2	0	0				**6**
Robbery	0	4	2	2	2	2	1	0	1				**14**
Vehicle Theft	6	5	9	4	2	9	5	5	6				**51**
Total Crime	**82**	**76**	**102**	**101**	**98**	**103**	**92**	**93**	**88**				**835**

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	1				**1**
Rape	2	0	1	0	0	1	2	0	0				**6**
Robbery	0	4	2	2	2	2	1	0	1				**14**
Aggravated Assault	11	11	19	23	19	16	11	14	15				**139**
Arson	0	0	1	0	0	0	0	0	0				**1**
Total Crime	**13**	**15**	**23**	**25**	**21**	**19**	**14**	**14**	**17**				**161**

TOTAL PROPERTY CRIMES													
PROPERTY CRIMES	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Burglary	18	2	7	8	5	5	10	8	4				**67**
Vehicle Theft	6	5	9	4	2	9	5	5	6				**51**
Larceny Theft	45	54	63	64	70	70	63	66	61				**556**
Total Crime	**69**	**61**	**79**	**76**	**77**	**84**	**78**	**79**	**71**				**674**

TOTAL CALLS FOR SERVICE													
CALL NATURE	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Mail Thefts	7	9	8	12	2	10	3	16	5				**72**
Total Calls	**1,981**	**2,094**	**2,138**	**2,271**	**2,184**	**2,137**	**2,281**	**2,376**	**2,412**				**19,874**

TOTAL ARRESTS													
CHARGE LEVEL	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Felony Arrests	11	4	16	17	17	15	22	13	13				**128**
Misdemeanor	32	21	25	24	34	38	32	35	33				**274**
Total Arrests	**43**	**25**	**41**	**41**	**51**	**53**	**54**	**48**	**46**				**402**

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-2025

TOTAL TRAFFIC COLLISIONS													
TRAFFIC COLLISIONS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
T/C – No Injury	50	38	45	53	47	38	42	52	51				**416**
T/C – w/ Injury	10	5	10	6	8	13	6	10	13				**81**
T/C – Fatality	1	0	0	0	0	0	0	0	0				**1**
Hit & Run – No Injury	11	5	14	16	11	13	6	3	10				**89**
Hit & Run – w/ Injury	0	0	0	1	0	3	0	0	0				**4**
Total Collisions	**72**	**48**	**69**	**76**	**66**	**67**	**54**	**65**	**74**				**591**

TOTAL TRAFFIC CITATIONS													
TRAFFIC CITATIONS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
Parking	71	100	108	136	140	95	97	156	151				**1,054**
Traffic / Moving	120	270	144	298	273	192	259	312	247				**2,115**
Commercial	167	164	195	68	180	190	231	187	69				**1,451**
Total Citations	**358**	**534**	**447**	**502**	**593**	**477**	**587**	**655**	**467**				**4,620**

TRAFFIC ENFORCEMENT ACTIVITY													
TRAFFIC INCIDENTS	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**
DUI (Arrests/Cites)	6	7	5	2	3	6	5	4	5				**43**
Street Racing (VC 23103)	23	17	22	22	20	25	22	20	21				**192**

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 Meeting
CONSENT CALENDAR
Agenda Item No. 11.4
November 12, 2025

Interfund Loan Agreements between the General Fund and Development Impact Fee Funds for the Civic Center Project

Prepared By:

Amanda Wells, Finance Director/City Treasurer

Recommended Action(s)

Staff recommends that the City Council approve and adopt the following:

1. A Resolution of the City Council of the City of Eastvale, California, Authorizing an Interfund Loan Agreement between the City of Eastvale General Fund and City Hall Impact Fee Fund; and
2. A Resolution of the City Council of the City of Eastvale, California, Authorizing an Interfund Loan Agreement between the City of Eastvale General Fund and Library Impact Fee Fund; and
3. A Resolution of the City Council of the City of Eastvale, California, Authorizing an Interfund Loan Agreement between the City of Eastvale General Fund and Police Station Impact Fee Fund; and
4. Authorize the City Manager to execute all necessary documents to facilitate the above actions.

Summary

In order to recognize future Development Impact Fee (DIF) revenues and use those revenues to fund Civic Center facilities staff proposes that available General Fund reserves be utilized to fund an interfund loan between the General Fund and three separate DIF Funds. The City's adopted 2025 Development Impact Fee Nexus Study identified the City Hall, Library, and Police Station as projects eligible for development impact fees. These facilities are currently under construction. The city will receive these revenues slowly over the next several decades as development occurs throughout the

city. In order to facilitate immediate cash flow for the project, staff recommends interfund loan agreements between the city's General Fund and the three Development Impact Fee funds that were established via the adopted nexus study for each individual facility. The interfund loans will be repaid, interest free, to the General Fund as funds are received and become available in each DIF Fund.

Background

The City Council adopted the city's most recent Development Impact Fee (DIF) Nexus study on June 25, 2025 in accordance with the Mitigation Fee Act. Three of the adopted DIF are related to the city's Civic Center project. These DIF funds are projected to generate approximately $61,045,580 in future revenue as development occurs throughout the city for City Hall, Library, and Police Station facilities currently under construction. However, these revenues are expected to be generated well into the future and are not currently available to fund the facilities at this time. Staff proposes loan agreements between the General Fund to the three Development Impact Fee Funds (DIF Funds) to fund a portion of the construction of the buildings. As development impact fee revenues are received, the DIF funds will repay the General Fund.

Table 1: Projected DIF Revenue

Project	Funding Source	Nexus Study Estimated Future Revenues
City Hall	City Hall Impact Fee Fund	$20,204,380
Library	Library Impact Fee Fund	19,020,000
Police Station	Police Station Impact Fee Fund	21,821,200
	Grand Total DIF Revenues	**$61,045,580**

The Resolutions authorize three separate interfund transfer Loan Agreements from the City's General Fund to three specific Development Impact Fee Funds as shown in Table 1. The General Fund will loan the City Hall Impact Fee Fund $20,908,000, the Library Impact Fee Fund $19,020,000, and the Police Station Impact Fee Fund $21,821,200 for a grand total of $61,045,580.

The Loan Agreement establishes the action to repay the General Fund with future revenue collected in the City Hall, Library, and Police Station Impact Fee Funds. The term of the Loan Agreements are indefinite and will remain in effect until the balance of the loans are extinguished and repaid in full. The loan repayment will occur as DIF revenues are received and available.

Environmental

Adoption and amendments to the Operating and Capital Improvement Budget is categorically exempt from California Environment Quality Act (CEQA) review under the CEQA Guidelines Section 15303.

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

Develop and construct Civic Center & construct a Police Substation building. Additionally, priority level one goal of conduct financial planning for newly proposed infrastructure (Target C, Goal A) applies.

Fiscal Impact

The total fiscal impact of this item is $61,045,850. The loan amount of $ 61,045,580 from the General Fund to the Project Specific DIF Funds will fund a portion of the construction costs of the Civic Center buildings including City Hall, Library, and Police Station. The loan is budgeted as transfers between the General Fund and DIF Funds within the fiscal year 2025-26 budget and was amended for the Civic Center Project at the October 7, 2025 City Council meeting . As Development Impact Fee revenues are received, they will be applied to the remaining loan balance to reduce the outstanding loan amount for this fund. As funds are paid back into the General Fund, these funds will become available for other City Council determined high priority Capital Improvement Projects.

Table 1: Fiscal Year 2025-26 Available Transfer Budget

Fund	Account Description	Account Number	Amount
General Fund	Transfer Out to DIF Funds	100-290-6912	61,045,580
City Hall Impact Fee	Transfer In from General Fund	292-000-4910	20,204,380
Library Impact Fee	Transfer In from General Fund	296-000-4910	19,020,000
Police Station Impact Fee	Transfer In from General Fund	295-000-4910	21,821,200

Prior City Council/Commission Action

Development Impact Fee Nexus Study: City Council adopted Ordinance 2012-02 establishing a development impact fee program on April 25, 2012, with a first reading on April 11, 2012. City Council adopted Resolution 12-15 adopting and levying development impact fees on April 11, 2012. The established DIF program was based on the 2012 nexus study completed by NBS. Development impact fees have not been updated since 2012. City Council approved the professional services contract with NBS for Development Impact Fee Study Services on September 13, 2023. City Council adopted the resolution adopting development impact fees, adopting a nexus study and capital improvement plan, and first reading of the ordinance amending the development impact fee program and park and recreation fees and dedications on June 25, 2025.

Fiscal Year 2025-26 Operating and Capital Improvement Budget: City Council conducted a budget workshop on April 23, 2025 and capital improvement plan workshop on May 14, 2025. Since the draft budget workshop, no major program changes have been incorporated into the budget plan. All changes between the workshop and the proposed budget are listed above in the background section. On June 11, the City Council conducted a study session for the proposed fiscal year 2025-26 budget. At that time, City Council made no adjustments to the proposed budget. City Council approved the budget at the June 25 City Council meeting.

Attachment(s)

Attachment 1 - Resolution Approving Eastvale Interfund Loan Agreement City Hall
Attachment 2 - Exhibit A: Interfund Loan Agreement - City Hall
Attachment 3 - Reso Approving Eastvale Interfund Loan Agreement Library

Attachment 4 - Exhibit A: Interfund Loan Agreement - Library
Attachment 5 - Reso Approving Eastvale Interfund Loan Agreement Police Station
Attachment 6 - Exhibit A: Interfund Loan Agreement - Police Station

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING THE LOAN AGREEMENT BETWEEN THE CITY OF EASTVALE GENERAL FUND AND THE CITY HALL IMPACT FEE FUND FOR CONSTRUCTION OF CITY HALL.

WHEREAS the City Council levies a fee for the mitigation of new development's proportionate share of the cost of the planned new City Hall based on the city's 2025 Adopted Development Impact Fee Nexus Study pursuant to the California Mitigation Fee Act (California Government Code Section 6600 et seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the City Hall Impact Fee Fund; and

WHEREAS, the City does not have sufficient fund balance in the City Hall Impact Fee Fund for new development's share of City Hall costs; and

WHEREAS, the City desires to loan funds from the General Fund to the City Hall Impact Fee Fund in the amount of $20,764,575; and

WHEREAS, the City anticipates receiving future City Hall Impact Fee Fund revenues totaling $20,764,575 in accordance with the analysis within the city's Development Impact Fee Nexus Study to repay this loan to the General Fund.

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

SECTION 1. THE LOAN AGREEMENT ATTACHED AS "EXHIBIT A" IS HEREBY APPROVED, AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE CITY HALL IMPACT FEE FUND IN THE AMOUNT OF $20,764,575.

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

_____

Mike McMinn
Mayor

APPROVED AS TO FORM: ATTEST:

_____	_____
Erica Vega City Attorney	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 November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

Exhibit A

INTERFUND LOAN AGREEMENT

This **Interfund Loan and Repayment Agreement** ("Agreement"), is dated as of November 12, 2025, and documents the loan between the City of Eastvale on behalf of its CITY HALL IMPACT FEE FUND, Fund No. 292 ("Borrower") and the City of Eastvale on behalf of its GENERAL FUND, Fund No. 100 ("Lender").

RECITALS

A. Pursuant to the provision of the California Mitigation Fee Act (California Government Code Section 66000 et seq,), the City Council of the City of Eastvale has approved the levy of a Development Impact Fee to collect fees to mitigate the impact of new development on the City's City Hall facilities.
B. The City Hall facilities are currently under construction, and the Borrower has an insufficient fund balance to pay for the costs of construction of the City's City Hall facilities attributable to new development as documented in the nexus study for the City's Development Impact Fees.
C. The Borrower continues to receive revenues related to new development projects within the City.
D. Lender desires to loan to Borrower an amount sufficient to offset the necessary funds needed for the construction of City Hall attributable to new development pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City, Lender and Borrower agree as follows:

1. Loan. Lender shall lend to Borrower, and Borrower shall repay to Lender, the amount of $20,764,575.00 in accordance with terms and conditions set forth in this Agreement ("Loan").

2. Term of the Loan. This Agreement shall be in full force and effect for a period beginning as of November 12, 2025, and continue until repayment is satisfied in full accordance with the terms of this Agreement.

3. Rate of Interest. The Loan shall be non-interest bearing.

4. Repayment Terms. The repayment of the Loan shall be made on a rolling basis as revenues are received by Borrower.

5. Termination of Agreement. This Agreement shall expire when the Loan is repaid in full.

6. General Provisions. This Agreement constitutes the full agreement regarding the Loan. This Agreement may not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been approved by the City Council.

Exhibit A

IN WITNESS WHEREOF, the City Manager, as authorized by resolution of the City Council of the City of Eastvale, executes this Agreement.

LENDER:

_____
Mark Orme, City Manager
On Behalf of its General Fund

BORROWER:

_____
Mark Orme, City Manager
On Behalf of its Civic Center Impact Fee Fund

ATTEST

_____
Mark Donohue, City Clerk

APPROVED AS TO FORM

_____
Erica Vega, City Attorney

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING THE LOAN AGREEMENT BETWEEN THE CITY OF EASTVALE GENERAL FUND AND THE LIBRARY IMPACT FEE FUND FOR CONSTRUCTION OF THE LIBRARY.

WHEREAS the City Council levies a fee for the mitigation of new development's proportionate share of the cost of the planned new Library based on the city's 2025 Adopted Development Impact Fee Nexus Study pursuant to the California Mitigation Fee Act (California Government Code Section 6600 et seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the Library Impact Fee Fund; and

WHEREAS, the City does not have sufficient fund balance in the Library Impact Fee Fund for new development's share of the Library costs; and

WHEREAS, the City desires to loan funds from the General Fund to the Library Impact Fee Fund in the amount of $19,020,000; and

WHEREAS, the City anticipates receiving future Library Impact Fee Fund revenues totaling $19,020,000 in accordance with the analysis within the city's Development Impact Fee Nexus Study to repay this loan to the General Fund.

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

SECTION 1. THE LOAN AGREEMENT ATTACHED AS "EXHIBIT A" IS HEREBY APPROVED, AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE LIBRARY IMPACT FEE FUND IN THE AMOUNT OF $19,020,000.

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

_____

Mike McMinn
Mayor

APPROVED AS TO FORM: ATTEST:

_____	_____
Erica Vega City Attorney	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 November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

Exhibit A

INTERFUND LOAN AGREEMENT

This **Interfund Loan and Repayment Agreement** ("Agreement"), is dated as of November 12, 2025, and documents the loan between the City of Eastvale on behalf of its LIBRARY IMPACT FEE FUND, Fund No. 296 ("Borrower") and the City of Eastvale on behalf of its GENERAL FUND, Fund No. 100 ("Lender").

RECITALS

A. Pursuant to the provision of the California Mitigation Fee Act (California Government Code Section 66000 et seq,), the City Council of the City of Eastvale has approved the levy of a Development Impact Fee to collect fees to mitigate the impact of new development on the City's Library facilities.
B. The Library facilities are currently under construction, and the Borrower has an insufficient fund balance to pay for the costs of construction of the City's Library facilities attributable to new development as documented in the nexus study for the City's Development Impact Fees.
C. The Borrower continues to receive revenues related to new development projects within the City.
D. Lender desires to loan to Borrower an amount sufficient to offset the necessary funds needed for the construction of the Library attributable to new development pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City, Lender and Borrower agree as follows:

1. Loan. Lender shall lend to Borrower, and Borrower shall repay to Lender, the amount of $19,020,000.00 in accordance with terms and conditions set forth in this Agreement ("Loan").

2. Term of the Loan. This Agreement shall be in full force and effect for a period beginning as of November 12, 2025, and continue until repayment is satisfied in full accordance with the terms of this Agreement.

3. Rate of Interest. The Loan shall be non-interest bearing.

4. Repayment Terms. The repayment of the Loan shall be made on a rolling basis as revenues are received by Borrower.

5. Termination of Agreement. This Agreement shall expire when the Loan is repaid in full.

6. General Provisions. This Agreement constitutes the full agreement regarding the Loan. This Agreement may not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been approved by the City Council.

Exhibit A

IN WITNESS WHEREOF, the City Manager, as authorized by resolution of the City Council of the City of Eastvale, executes this Agreement.

LENDER:

_____
Mark Orme, City Manager
On Behalf of its General Fund

BORROWER:

_____
Mark Orme, City Manager
On Behalf of its Civic Center Impact Fee Fund

ATTEST

_____
Mark Donohue, City Clerk

APPROVED AS TO FORM

_____
Erica Vega, City Attorney

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING THE LOAN AGREEMENT BETWEEN THE CITY OF EASTVALE GENERAL FUND AND THE POLICE STATION IMPACT FEE FUND FOR CONSTRUCTION OF THE POLICE STATION.

WHEREAS the City Council levies a fee for the mitigation of new development's proportionate share of the cost of the planned new Police Station based on the city's 2025 Adopted Development Impact Fee Nexus Study pursuant to the California Mitigation Fee Act (California Government Code Section 6600 et seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the Police Station Impact Fee Fund; and

WHEREAS, the City does not have sufficient fund balance in the Police Station Impact Fee Fund for new development's share of the Police Station costs; and

WHEREAS, the City desires to loan funds from the General Fund to the Police Station Impact Fee Fund in the amount of $21,821,200; and

WHEREAS, the City anticipates receiving future Police Station Impact Fee Fund revenues totaling $21,821,200 in accordance with the analysis within the city's Development Impact Fee Nexus Study to repay this loan to the General Fund.

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

SECTION 1. THE LOAN AGREEMENT ATTACHED AS "EXHIBIT A" IS HEREBY APPROVED, AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE POLICE STATION IMPACT FEE FUND IN THE AMOUNT OF $21,821,200.

PASSED, APPROVED AND ADOPTED this 12th day of November 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 November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

Exhibit A

INTERFUND LOAN AGREEMENT

This **Interfund Loan and Repayment Agreement** ("Agreement"), is dated as of November 12, 2025, and documents the loan between the City of Eastvale on behalf of its POLICE STATION IMPACT FEE FUND, Fund No. 295 ("Borrower") and the City of Eastvale on behalf of its GENERAL FUND, Fund No. 100 ("Lender").

RECITALS

A. Pursuant to the provision of the California Mitigation Fee Act (California Government Code Section 66000 et seq,), the City Council of the City of Eastvale has approved the levy of a Development Impact Fee to collect fees to mitigate the impact of new development on the City's Police Station facilities.
B. The Police Station facilities are currently under construction, and the Borrower has an insufficient fund balance to pay for the costs of construction of the City's Police Station facilities attributable to new development as documented in the nexus study for the City's Development Impact Fees.
C. The Borrower continues to receive revenues related to new development projects within the City.
D. Lender desires to loan to Borrower an amount sufficient to offset the necessary funds needed for the construction of the Police Station attributable to new development pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City, Lender and Borrower agree as follows:

1. Loan. Lender shall lend to Borrower, and Borrower shall repay to Lender, the amount of $19,020,000.00 in accordance with terms and conditions set forth in this Agreement ("Loan").

2. Term of the Loan. This Agreement shall be in full force and effect for a period beginning as of November 12, 2025, and continue until repayment is satisfied in full accordance with the terms of this Agreement.

3. Rate of Interest. The Loan shall be non-interest bearing.

4. Repayment Terms. The repayment of the Loan shall be made on a rolling basis as revenues are received by Borrower.

5. Termination of Agreement. This Agreement shall expire when the Loan is repaid in full.

6. General Provisions. This Agreement constitutes the full agreement regarding the Loan. This Agreement may not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been approved by the City Council.

Exhibit A

IN WITNESS WHEREOF, the City Manager, as authorized by resolution of the City Council of the City of Eastvale, executes this Agreement.

LENDER:

_____
Mark Orme, City Manager
On Behalf of its General Fund

BORROWER:

_____
Mark Orme, City Manager
On Behalf of its Civic Center Impact Fee Fund

ATTEST

_____
Mark Donohue, City Clerk

APPROVED AS TO FORM

_____
Erica Vega, City Attorney

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.5
November 12, 2025

Approval of Agreement for Document Scanning Services Agreement with VRC Companies, LLC

Prepared By:

Marc A. Donohue, City Clerk/Communications Director

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the agreement for the Document Scanning Services Agreement with VRC Companies, LLC for a not to exceed amount of $40,000 per fiscal year and authorize the City Manager to execute the agreement; and
2. Authorize the City Manager to execute future renewals consistent with the terms outlined in Section 1 of the Agreement

Summary

As the City moves forward to promote the use of technology and efficiency, scanning records into the city's records repository and computer drives has become an essential part of accessing and researching records in addition to retaining the historical value of them.

The City of Eastvale seeks to enter into an Agreement for Document Scanning Services with VRC Companies, LLC (VRC) to provide professional scanning, indexing, and digital conversion of City records. Under this Agreement, VRC will securely pick up, prepare, scan, and index a variety of City documents from departments including Public Works, Planning, Building, Finance, City Clerk, City Manager, Code Enforcement, and Human Resources. The digitized records will be formatted for the City's Laserfiche document management system. The Agreement term will be effective through June 30, 2026, with the option to extend for up to two additional one-year periods for a total

possible term not to exceed three years. The total annual compensation shall not exceed $40,000 per fiscal year unless otherwise authorized in writing.

Background

The City Clerk Department is committed to promoting transparency and assure that the City is in full compliance with the California Public Records Act. In the process of assuring transparency the City Clerk department oversees the City's records management systems in both physical and digital formats to assure that requested records are provided to our constituents within the time frame required by the California Public Records Act.

To assure accessibility to our city records, the City Clerks office implemented a digital records repository. This repository serves as a public portal to easily access public records that are scanned, stored, and retained within the repository. In addition to serving as a public portal, it also serves as a repository for city staff to retain records that are subject to public records requests and are still considered "active" according to our records retention schedule. Having City records scanned and stored into the City's repository allows for more efficient accessibility and search for both residents and city staff in search of specific documents.

In 2021, the City of Eastvale issued a request for proposals for citywide document scanning services due to the increasing volume of paper records and limited available storage space. Off-site storage had also become costly. After evaluating five proposals, URM Technologies, Inc. was determined to be the most qualified and cost-effective vendor.

On February 22, 2022, the City entered into an agreement with URM Technologies, Inc. for scanning services. Subsequent amendments were approved to expand the scope of services and increase the not-to-exceed contract amount — first on May 10, 2022, then on September 28, 2022, raising the limit to $40,000, and again on June 26, 2024, increasing it to $80,000.

In August 2024, URM Technologies, Inc. merged with VRC Companies, LLC. Since then, staff has continued to send records to VRC for scanning. The proposed agreement with VRC Companies, LLC will continue these services and align with the 2025–2026 fiscal year.

Environmental

The proposed contract is not a project as defined by the California environmental Quality Act (CEQA) and as such, no environmental review is required.

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

Not Applicable.

Fiscal Impact

There are sufficient funds budgeted for this project in fiscal year 2025-26 in the General Fund City Clerk contract services expenditure account No. 100-120-6490.

Prior City Council/Commission Action

February 22, 2022 – City Council approved an agreement with URM Technologies, Inc. for citywide document scanning services.

May 10, 2022 – City Council approved the First Amendment to the agreement to include additional services.

September 28, 2022 – City Council approved the Second Amendment to increase the total not-to-exceed amount to $40,000.

June 26, 2024 – City Council approved the Third Amendment to increase the total not-to-exceed amount to $80,000.

Attachment(s)

Attachment - Scanning Services Agreement

AGREEMENT FOR DOCUMENT SCANNING SERVICES
BETWEEN
THE CITY OF EASTVALE, CALIFORNIA
AND
VRC COMPANIES, LLC

This Agreement for Services ("Agreement") is entered into as of this 12th day of November, 2025 ("Effective Date") by and between the City of Eastvale, a municipal corporation ("City") organized under the laws of the State of California, and VRC Companies, LLC, a Delaware 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 quote 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 considerations, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The Term of this Agreement shall commence on the Effective Date and terminate on June 30, 2026 ("Term") unless earlier terminated as provided in Section 20 "Termination of Agreement". Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. Prior to the expiration of the Term, the Parties may agree, in writing, to extend the Term for up to two (2) additional one (1) year periods, for a total possible term not-to-exceed three (3) years.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform the services set forth in Contractor's Proposal, attached hereto as Exhibit "A" "Proposal" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City,

in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services. Only the portions of Contractor's Proposal which describe the Services to be provided and the compensation for such Services shall be incorporated into this Agreement. Other information, terms and conditions contained in the Proposal are not incorporated into this Agreement shall be of no force or effect. If there is any conflict between the body of this Agreement and the Contractor's Proposal, the body of this Agreement shall govern.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B". The total compensation, including reimbursement for actual expenses, shall not exceed forty thousand dollars ($40,000) per fiscal year, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation. 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 MATERIALS; EXCEPTIONS; WARRANTY.

(a) Documents and Data. 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 ("Materials") 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 Materials.

(b) If and to the extent that City utilizes for any purpose not related to this Agreement any Materials 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 Materials.

(c) 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.

(d) Contractor warrants that all Materials it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Contractor understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Materials generated by such AI tools to City and representing it as Contractor's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Materials. Contractor is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

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.

(a) 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" "Proposal" 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.

(b) Contractor warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of Services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

(c) Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Contractor shall at all times enforce strict discipline and good order among its employees. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Services, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Services to be performed by the Contractor and shall not be re-employed on the Services.

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 and such

licenses, permits and approvals shall be maintained throughout the Term of 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

Contractor represents that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, *et seq*., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

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. Contractor shall not use City's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

(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.

(d) 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. If City doe not agree to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

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) 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.

(c) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole discretion of the City. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City:	City of Eastvale Attn: Government Services Director/City Clerk 12363 Limonite Ave., Suite 910 Eastvale, CA 91752
To Contractor:	VRC Companies, LLC Attn: 5384 Poplar Ave. Suite 500 Memphis, TN 38119

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

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the Eastvale Municipal Code. The

Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" , "B" and "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.

SECTION 35. ELECTRONIC SIGNATURE.

The Parties agree that the Parties may use electronic signatures to execute this Agreement. Such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 36. DATA PROTECTION.

a) Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.

b) If City is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions**.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE

_____
Mark Orme
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

VRC COMPANIES, LLC

David Cleland
Sr. Vice President
_____

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall perform the services as set forth below.

- Pick- up and delivery of paper documents and engineering mylars (various sizes 18x24 to 2436) (third party/ subcontracted delivery service will NOT be acceptable).
- Document preparation for scanning (staple removal, separator pages, etc.) and document reassembly after scanning.
- Scanning of paper records in all sizes in required format for placing into Laserfiche (TIFF).
- Quality checking images scanned.
- Data entry of index fields following Laserfiche Templates. Fields change depending on document scanned. City will provide detailed instructions for each project.
- Quality checking index data.
- Ability for images to be provided on-demand electronically if needed prior to next delivery date.
- Providing images and index data on CD, flash drive or via File Transfer Protocol (FTP) site in Laserfiche Briefcase (LFB) format only, allowing for importing of items into the City' s Laserfiche repository. City is currently running version 9.2 on the Laserfiche server and Laserfiche Rio.
- Records from the following departments are, but not limited to: Public Works, Planning, Building, Finance, City Clerk, City Manager, Code Enforcement, and Human Resources.
- Destruction of documents once scanned and provide a certificate of destruction.

Contractor may assume all paper records are in good condition. Letter, legal and ledger sized documents are printed on standard white office paper (approximately 20 lb); e-sized documents are printed on paper, Mylar, blueprints, sepia, or vellum and must be organized by project as directed by the City. Only records needed, and no longer available in paper format, will be considered for conversion.

Scanning must be priced at 300 DPI, Black/ White, Grayscale, and Full Color as various City projects require these various formats.

EXHIBIT "B"
COMPENSATION

Service Rate Schedule
City of Eastvale

Description	Cost	Unit
Scanning Services per page B&W/Gray Scale	$0.079	per image
Scanning Services per page Large Format B&W	$1.50	per image
Scanning Services per page Large Format Color/Gray Scale	$1.50	per image
Scanning Services per page XL Large Format B&W	$1.95	per image
Scanning Services per page XL Large Format Grayscale	$1.95	per image
QA	$0.006	per image
Indexing per keystroke	$0.02	per keystroke
Indexing per file (County Files)	$1.380	per file
DVD / Flash Drive	$10.00	per drive
Shredding -Bankers' Box (10 x 12 x 15")	$4.60	per box
Shredding - Oversize Box	$6.90	per box
24-hour Rush Electronic Delivery	$35.00	per file
Pickup	$150.00	per trip

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. $2,000,000 per occurrence 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 with statutory limits and Employer's Liability Insurance with limit of not less than $1,000,000 per occurrence for bodily injury or disease.

(4) Professional Liability. $2,000,000 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 declarations and endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. 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.

2. 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 Meeting
CONSENT CALENDAR
Agenda Item No. 11.6
November 12, 2025

Approval of Lease Agreement for Security Camera Trailer(s) with Option to Purchase

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Solar AI Camera Trailer Equipment Lease and the Remote Monitoring Service Agreement with Solarman Distribution Inc. for three (3) security camera trailers, for use at the City Public Works Yard, in a not-to-exceed amount of $100,000; and
2. Waive compliance with formal bidding requirements on the basis that formal bidding is not in the best interest of the City pursuant to EMC Section 4.06.080(i); and
3. Authorize the City Manager to execute both agreements and take all necessary actions to complete the lease of the equipment, including executing all necessary documents.

Summary

The City recently completed the purchase of the new Public Works Yard property and requires immediate on-site surveillance to deter unauthorized access and protect City assets. To address this urgent need, staff requested the vendor deploy equipment at the City's Public Works Yard in October to provide continuous surveillance for a one-month term. Staff recommends that the City Council approve the Equipment Lease and Remote Monitoring Service Agreements with Solarman Distribution Inc. (Solarman) for three (3) mobile security camera trailers, in a total not-to-exceed amount (NTE) of $100,000 to continue services with this vendor and avoid lapses in security and surveillance during demolition preparation and evaluation of ongoing security needs.

Each trailer will be leased at $1,500 per month, with remote monitoring services provided at an additional $800 per month per unit, for a combined total of $6,900 per month. The NTE amount of $100,000 allows for approximately 14 months of use, including all remote monitoring services. Because the Agreements are month to month they do not incorporate the NTE amount, however, City staff will track costs incurred and ensure that expenditures do not exceed $100,000 without coming back for additional Council approval.

The monitoring service provides 24-hour weekend surveillance and 12-hour overnight coverage on weekdays. Features include:

- Two-way IP speakers for real-time communication and deterrence of unauthorized individuals.
- Direct coordination with 911 and local law enforcement for incident response.
- Preparation of police reports supported by recorded video evidence.
- Activity reports emailed to the City for recordkeeping.
- Continuous oversight of City property, including evenings, weekends, and holidays.

The agreements are structured on a month-to-month basis, offering flexibility while the City proceeds with demolition activities at the Yard and determines long-term security needs. Solarman also offers a purchase option, allowing the City to buy each trailer for $28,000, with prior lease payments credited toward the final purchase price. If City staff desires to purchase one or more of the trailers, additional Council approval will be sought.

These trailers will support enhanced security at the City's Public Works Yard property, which currently has 18 freestanding structures, until a demolition permit is obtained and a contractor is hired to demolish them. The usage of these camera trailers will initially monitor the property until the structures are demolished. Staff will then assess the benefits and whether continued usage is needed. This approach provides immediate protection of City assets, allows the City to evaluate the performance of the equipment before any purchase commitment, and ensures flexibility to deploy the mobile trailers for future security or monitoring needs at other locations.

Background

As part of the City's ongoing efforts to protect its assets and ensure workplace safety, staff identified mobile security camera trailers as the most effective immediate solution for securing the newly acquired Public Works Yard. These units offer flexible and rapidly deployable monitoring that is ideal for large properties with multiple access points.

The Public Works Department obtained informal quotes from several vendors and evaluated proposals based on cost, availability, and overall value. Solarman was selected as the most qualified and cost-effective vendor, offering competitive pricing, reliable performance, and the ability to meet the City's short-notice delivery requirements.

Given the potential for unauthorized access to the property, Solarman was initially contracted after the close of escrow for the immediate preservation of property and to mitigate potential risk. Staff researched available lease options and product offerings in the market and determined that the surveillance camera trailers offered by Solarman meet the City's specifications. Additionally, the lease agreement provides an option to purchase equipment upon termination of lease at the convenience of the City with any lease payments credited to the final $28,000 purchase price per

unit make this vendor's agreement terms the most advantageous to the City.

This lease and monitoring approach aligns with the City's fiscal responsibility and operational flexibility goals allowing the City to evaluate the equipment's performance before considering a future purchase, while ensuring the property remains secure during the interim period before demolition. The City's newly acquired Public Works Yard currently contains 18 freestanding structures that will remain on-site until demolition is complete. The temporary use of mobile security camera trailers will provide enhanced surveillance coverage during this transition period, protecting City property and assets.

Environmental

Per the California Environmental Quality Act (CEQA) Guidelines Section 15378, the award of this Lease Agreement does not qualify as a "project" under CEQA.

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

Developing and branding Eastvale.

Fiscal Impact

Total fiscal impact for this item is $100,000, with only a portion affecting the current 2025-26 fiscal year. Funding for the lease of three mobile security camera trailers is included in the FY 2025-26 Public Works Department budget. Expenditures for this lease agreement will be charged to the General Capital Projects Fund, Buildings expenditure account number 600-500-6650-95017, for the Public Works Yard project. The total cost of this lease for the 2025-26 fiscal year is projected to be $48,300, with the overall lease agreement having a not-to-exceed amount of $100,000.

Prior City Council/Commission Action

- Closed Session, City Council Meeting – November 8, 2023
- Closed Session, City Council Meeting – February 14, 2024
- City Council approved the Agreement for Purchase and Sale of Real Property to acquire parcel numbers 144-080-010 and 144-080-011 for a City Public Works Yard – October 9, 2024

Attachment(s)

Attachment 1 - Solar AI Camera Trailer Lease with City of Eastvale 12-01-2025.pdf
Attachment 2 - Remote Monitoring Service Agreement 12-01-2025.pdf

SOLAR AI CAMERA TRAILER EQUIPMENT LEASE

LESSOR: Solarman Distribution Inc. 1261 South Grove Ave. Ontario CA 91761	**Solar AI Camera Trailer Equipment Lease No.** **2025-Dec 3 units**

LESSEE: ("Lessee")

CITY OF EASTVALE
12363 Limonite Ave, Suite 910, Eastvale, CA 91752
Troy Cook, Management Analyst
951/361-0900
tcook@eastvaleca.gov

RENTAL TERM	RENTAL PAYMENT	Monitoring Service
Month to Month, can cancel anytime. All lease payments can be credited to final $28,000 purchase price per unit	$1,500 per month x 3 units	$800 per month x 3 units, for 12 hours nighttime and 24 hours on Sat &Sun

LESSEE CONTACT INFORMATION: Michael Cung	**PHONE NO:** 408-373-8800

SOLAR AI CAMERA TRAILER EQUIPMENT LEASE

THIS SOLAR AI CAMERA TRAILER EQUIPMENT LEASE ("Lessee") is entered into this **1st of December, 2025** by and between CITY OF EASTVALE ("Lessee") and Solarman Distribution Inc., a California corporation ("Lessor") based upon the following facts and circumstances. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain equipment relating to the production of solar power.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties, intending to be legally bound, agree as follows:

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all of the Solar AI Camera Trailer Equipment listed on Schedule "A" attached hereto (the "Solar Equipment"). The Solar Equipment includes any and all accessions to the Solar Equipment (as defined in California Commercial Code section 9102(a)), which shall become part of the Solar AI CAMERA TRAILER Equipment and be subject to all terms and conditions hereof.

2. TERM. The term of this Lease shall commence on the **1st of December, 2025** and it is month to month term, it can be cancelled anytime. Lessee has the right to purchase anytime during the lease term. All lease payments can be credited toward the final purchase price. (the "Term"). All provisions of this Lease shall apply during any extended rental term except as may be otherwise provided in any subsequent written agreement of the parties modifying this Lease.

3. RENT. The rent for the Solar AI Camera Trailer Equipment shall be paid in advance of $1,500 per month per unit. Rent payments should be sent to the following address: 1261 South Grove Ave. Ontario CA 91761, or at such other address as Lessor may designate in writing from time to time. Any rent payment not made by the tenth (10th) day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may assess a late payment charge equal to ten percent (10%) on any overdue amount. Rent for any partial month shall be prorated. Monitoring: $800 Monthly, Monitoring Period: Daily 12 hours nighttime from 6 PM to 6 AM and Sat & Sunday: 24 hours. 1) Our Monitoring Center staff will use IP Speaker to talk down intruder, ask intruder to get out customer's property. If intruder does not want to get out, we will call 911 and customer's security guard during the illegal break in time. 2) We will also File Police with video footage to prove the illegal activity. The same day, 3) we will email customer and communicate with customer within 24 hours. During the Monitoring Period, all the damage

of Solar AI Camera Trailer, lessor is liable for all the damage and stealing of Solar AI Camera Trailer . Lessee is not liable. Lessor will provide all the shipping, setup and training of usage of software to Lessee. Price is stated on the invoice.

4. DEPOSIT. In addition to the monthly rent payments set forth in Section 3 above, upon execution of this Lease and prior to the rental of the Solar Equipment, Lessee shall pay a deposit in the amount of $0 per unit for a total amount of $0. The deposit is additional rent due from Lessee under this Lease and will be not used to cure any default hereunder, will not be interest bearing, and shall be refunded if equipment is returned in good working order the way it was delivered.

5. USE. Lessee shall use the Solar AI CAMERA TRAILER Equipment in a careful and proper manner and shall comply with all laws, regulations and ordinances relating to its possession, use or maintenance. Lessor shall have the prior notice from Lessee before, enter the premises. Must get the approval from the Lessee, the right to enter for repair and service. During reasonable business hours, to enter upon Lessee's premises for the purpose of inspecting, maintaining or repairing the Solar AI Camera Equipment. Lessee shall protect the Solar AI Camera Equipment from deterioration other than normal wear and tear, and shall only use the Solar Equipment for its intended purpose and within normal capacity. Lessee shall not make any modifications, alterations or additions to the Solar Equipment.

6. MAINTENANCE AND REPAIR. Lessor shall be solely responsible for the maintenance and repair of the Solar AI CAMERA TRAILER Equipment and shall ensure the Solar AI CAMERA TRAILER Equipment is operational and capable of producing solar energy at all times throughout the Term.

7. INSURANCE. Lessor shall obtain, maintain, and keep the Solar AI Camera Trailer Equipment insured against all risks of loss or damage from every cause whatsoever. Lessor shall also obtain and maintain throughout the Term comprehensive public liability insurance, covering liability for bodily injury, including death, and property damage resulting from the use and operation of the Solar Equipment. Lessee shall also maintain business automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. Each such required insurance policy shall be in an amount not less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($1,000,000) general aggregate. Lessor, its successors or assigns, shall be named as additional insured with respect to all insurance policies required hereunder. Lessee shall pay all premiums for such insurance and shall deliver to Lessor proof reasonably satisfactory to Lessor evidencing the required insurance prior to or concurrently with delivery of the Solar Equipment. All insurance shall provide at least thirty (30) days advance written notice to Lessor before any cancellation or material modification thereof and shall include a full waiver of subrogation in favor of Lessor, its affiliates and subsidiaries. All insurance required hereunder shall be written by insurance companies licensed to issue policies in the state where the Solar Equipment will be located and with an A.M. Best rating of no less than A-. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any insurance policy. Lessee agrees if Lessee shall fail to procure, maintain, and pay for such insurance, Lessor shall have the right, but not the obligation, to obtain such insurance on behalf of and at the expense of Lessee. In the event Lessor does obtain such insurance, Lessee agrees to pay all costs thereof with the next rental payment.

8. TAXES. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all sales taxes, use and municipal, state and federal, which may now or hereafter be imposed upon the possession, leasing, renting, operation, control, or use of the Solar Equipment. In the event Lessee does not pay all sums specified above, Lessor has the right, but not the obligation to pay the same. If Lessor shall so pay any of the afore-mentioned, then the Lessee shall remit such amount with the next installment of rent.

9. INDEMNITY. Lessee shall indemnify and hold Lessor, its agents, employees, successors and assigns, harmless from any and all liability, obligations, losses, damages, penalties, claims, suits, costs and expenses, including attorney's fees (collectively "Damages"), arising out of or related to the possession, leasing, renting, operation, control, or use of the Solar Equipment, unless such Damages arise out of the sole negligence or intentional wrongdoing of Lessor. The indemnification obligations provided in this section shall continue in full force and effect notwithstanding the expiration or other termination of this Lease.

10. DEFAULT. Any of the following shall constitute an event of default hereunder:

(a) Lessee's failure to make any payment when due, when such failure continues for ten (10) days after Lessee's receipt of written notice from Lessor specifying the default;

(b) Lessee's failure to perform any non-monetary obligation, covenant, agreement, term, or condition contained or referred to in this Lease when such failure continues for thirty (30) days after Lessee's receipt of written notice from Lessor specifying the default;

(c) Lessee's attempt to sell, assigns, transfer or encumber any of the Solar Equipment;

(d) Any levy, seizure, or attachment of or upon the Solar Equipment;

(e) Lessee becomes insolvent or makes an assignment for the benefit of creditor;

(f) A petition is filed by or against Lessee under the Bankruptcy Code and in the event of an involuntary case, if such case is not dismissed within sixty (60) days after the filing thereof;

(g) A Receiver, Trustee, Conservator, or Liquidator is appointed either with or without the application and consent Lessee; or

(h) Any statement, representation or warranty furnished by Lessee in relation to this Lease shall be untrue or unperformed in any material respect;

11. REMEDIES. Upon the occurrence of any event of default, Lessor (a) may declare each and every obligation of Lessee to Lessor immediately due and payable (with Lessor retaining title to the Solar Equipment) and recover the balance of rents and charges under this Lease; (b) may take immediate possession of the Solar Equipment and enter upon Lessee's premises and remove the Solar Equipment; and (c) shall be entitled to all collection costs, costs of repair, maintenance or rehabilitation of the Solar Equipment, and reasonable attorney's fees. No failure on the part of Lessor to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

12. OWNERSHIP; PERSONAL PROPERTY. The Solar Equipment is, and shall at all times be and remain the sole and exclusive property of Lessor, and Lessee, shall have no right, title or interest therein or thereto, except as provided in this Lease The Solar Equipment is, and at all times shall remain, personal property notwithstanding that the Solar Equipment or any item thereof may be in any manner affixed or attached to or imbedded in, or permanent by resting upon real property or any improvement thereof or attached in any manner to what is permanent. If requested by Lessor prior to or at any time during the Term hereof with respect to any item of Solar Equipment, Lessee will obtain and deliver to Lessor waivers of mechanics liens or similar liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on which such item is installed or located Lessee hereby assigns to Lessor all rights of Lessee to Solar Equipment which may be or become fixtures within the meaning of California Commercial Code Section 10309 or any similar provision of law. So long as Lessee shall not be in default and fully performs all of its obligations hereunder, Lessor will not interfere with the quiet enjoyment of the Solar Equipment by Lessee

13. ABATEMENT AND OFFSET. Lessee shall not be entitled to any abatement of rent or offset due to the performance or lack of performance of the Solar Equipment.

14. NOTICES. Any written notice or demand under this Lease may be given to a party by mailing it to the party at its address set forth herein, or at such address as the party may provide in writing from time to time Notice or demand so mailed shall be effective when deposited in the United States mail duly addressed and with postage pre-paid

15. MISCELLANEOUS. All obligations of Lessee, if more than one person or entity, shall be joint and several. This Lease shall be binding upon the parties, their successors and assigns No provision which may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect All paragraph headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement This Lease constitutes the entire contract between the parties with regard to the subject matter hereof, is the final expression of agreement with respect thereto and supersedes all prior oral or written discussions or agreements. There are no Lease terms which are not contained herein and this Lease may not be modified or amended in any way, except by a writing signed by both Lessor and Lessee. Time is of the essence in this Lease and each and all of its provisions This Lease shall be interpreted, construed and/or enforced pursuant to the laws of the State of California.

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

Solarman Distribution Inc.

Michael Cung, CEO

City of Eastvale

Mark Orme, City Manager

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

Solarman Distribution Inc.	City of Eastvale
_____	_____
Michael Cung, CEO	Mark Orme, City Manager

REMOTE MONITORING SERVICE AGREEMENT

THIS REMOTE MONITORING SERVICE AGREEMENT (including the Exhibits hereto, this "Agreement",) is entered into as of the Effective Date, December 1, 2025, (as defined below) by and between **City of Eastvale**, a municipality, ("the City") and **Solarman Distribution Inc.**, a California C-Corporation, with its principal place of business at 1261 S. Grove Ave., Ontario, CA 91761 (the "Company").

"Party(ies)" means, individually or collectively, City of Eastvale and/or the Company and any permitted successors and assigns.

1. TERM AND TERMINATION

1.1 **Term.** This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with Section 1.2.

1.2 **Termination.** Either Party may terminate this Agreement upon thirty (30) days' prior written notice. Either Party may terminate immediately in the event of a material breach by the other Party.

2. SERVICES

2.1 **Scope of Services.** The Company shall provide continuous **remote security monitoring services** of the City's designated facilities in accordance with the Monitoring Schedule attached hereto as **Attachment A**. Such services shall include, without limitation:

- Monitoring of live video feeds and/or AI generated alerts video clips transmitted from City leased surveillance trailers from the Company;
- Automated and manual detection of unauthorized entry, trespassing, vandalism, or suspicious activity;
- Report any aforementioned incidents to City-designated contacts or Police Department via telephone;
- Preparation of written incident reports within twenty-four (24) hours of any confirmed event.

2.2 **Service Levels.** The Company shall:

- Continuously monitor the designated feeds during the periods identified in Attachment A, with no more than **sixty (60) minutes of interruption** for routine system maintenance unless pre-approved by the City;
- Immediately escalate any security event involving property damage, intrusion, or public safety threat to the City's designated contact(s);
- Provide **phone call** of such events to the City-designated contacts or Police Department via telephone within **fifteen (15) minutes of any reportable incidents**;
- Provide **follow-up written incident reports** summarizing the event within **twenty-four (24) hours**.

2.3 **Exclusions.** Monitoring services provided under this Agreement do not include:

- On-site physical security response by the Company;
- Repair or replacement of City-owned properties;
- Investigation or law enforcement activities, which remain the responsibility of the City.

2.4 **System Access & Maintenance.**

- The Company shall ensure that cameras, networks, and systems remain operational and accessible during monitoring hours.
- The Company shall promptly notify the City of any downtime, connectivity loss, or other technical failure affecting monitoring capabilities.
- Scheduled maintenance by either Party shall be coordinated in advance to minimize service disruptions.

2.5 **Modifications.** Any modification to the scope, schedule, or standards of service shall be documented in writing and signed by both Parties.

3. COMPENSATION

3.1 The City shall compensate the Company for services rendered pursuant to this Agreement in accordance with the **Monitoring Service Fees** and Attachment A – Monitoring Schedule listed below.

3.2 Payment shall be due within thirty (30) days of receipt of invoice.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Company Responsibilities. The Company shall:

- Provide qualified personnel to perform monitoring services.
- Maintain monitoring equipment and systems in good working order.
- Adhere to all applicable laws, regulations, and City security protocols.

4.2 City Responsibilities. The City shall:

- Provide access to sites and facilities when necessary maintenance is required.
- Designate a primary and secondary contact for escalation purposes.
- Notify the Company of any scheduled system maintenance or downtime.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information.
For purposes of this Agreement, “Confidential Information” means any non-public or proprietary information disclosed by either Party to the other, whether orally, visually, electronically, or in writing, including but not limited to: security footage, monitoring logs, incident reports, network/system access credentials, technical specifications, business processes, personnel data, or any other information that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure.

5.2 Obligations of Confidentiality.
Each Party agrees to:

- (a) maintain the confidentiality of the other Party's Confidential Information using at least the same degree of care that it uses to protect its own confidential information (but no less than a reasonable standard of care);
- (b) not use any Confidential Information for any purpose other than to perform obligations under this Agreement;
- (c) not disclose Confidential Information to any third party without the prior written consent of the disclosing Party, except to employees, agents, or contractors who have a legitimate need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement.

5.3 Exceptions.
Confidential Information shall not include information that:

- (a) is or becomes publicly available through no fault of the receiving Party;
- (b) was lawfully known to the receiving Party prior to disclosure;
- (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or
- (d) is required to be disclosed pursuant to applicable law, regulation, or valid court order, provided that the receiving Party shall (to the extent legally permissible) give the disclosing Party prompt written notice to allow the disclosing Party an opportunity to seek protective relief.

5.4 Return or Destruction.
Upon termination or expiration of this Agreement, each Party shall promptly return or securely destroy all Confidential Information of the other Party in its possession, including all copies thereof, except as required to be retained under applicable law or archival policies.

5.5 Survival.
The obligations of this Section shall survive for a period of **five (5) years** following the termination or expiration of this Agreement, except with respect to trade secrets, which shall remain protected for so long as they continue to qualify as trade secrets under applicable law.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability.
To the fullest extent permitted by law, the Company's total liability to the City for any and all claims, losses, damages, liabilities, costs, or expenses (whether in contract, tort, negligence, strict liability, or otherwise) arising out of or relating to this Agreement shall not exceed, in the aggregate, the total amount of fees actually paid by the City to the Company under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

6.2 Exclusion of Certain Damages.
In no event shall either Party be liable to the other for any indirect, incidental, special, punitive, or consequential damages (including, but not limited to, loss of profits, loss of business opportunity, business interruption, or reputational harm), even if advised of the possibility of such damages.

6.3 Specific Exclusions.
The Company shall not be responsible or liable for:

- (a) criminal acts, vandalism, trespass, or other unlawful activity committed by third parties;
- (b) power outages, internet disruptions, or events outside the reasonable control of the Company;
- (c) failure of the City or its employees, contractors, or agents to follow Company's instructions, alerts, or incident recommendations.

6.4 Indemnification.

- (a) The City shall indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to the City's negligence, willful misconduct, or material breach of this Agreement.
- (b) The Company shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to the Company's negligence, willful misconduct, or material breach of this Agreement.

6.5 Survival.
The provisions of this Section shall survive termination or expiration of this Agreement.

7. MISCELLANEOUS

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.2 **Entire Agreement.** This Agreement, including Attachment A (Monitoring Schedule), constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements, whether written or oral.

7.3 **Amendments.** No amendment or modification shall be valid unless in writing and signed by both Parties.

COMPANY CONTACT INFORMATION AND OTHER INFORMATION

- **Effective Date:** December 1, 2025
- **Name of Authorized Person:** Michael Cung
- **Title of Authorized Person:** Chief Executive Officer (CEO)
- **Telephone Number:** 408-373-8800

MONITORING SERVICE FEES

City of Eastvale Monitoring Plan Rate

Fee Type	**Amount**
Monthly Payment	$800

SIGNATURES

City of Eastvale

By: _____

Name: _____

Title: _____

Date: _____

Solarman Distribution Inc.

By: _____

Name: Michael Cung

Title: Chief Executive Officer (CEO)

Date: 10-23-25

ATTACHMENT A – MONITORING SCHEDULE

City of Eastvale

By: _____

Name: _____

Title: _____

Date: _____

Solarman Distribution Inc.

By: _____

Name: Michael Cung

Title: Chief Executive Officer (CEO)

Date: _____

ATTACHMENT A – MONITORING SCHEDULE

Day	Start Time	End Time	Coverage Notes
Monday	19:00	07:00 Tue	Overnight monitoring
Tuesday	19:00	07:00 Wed	Overnight monitoring
Wednesday	19:00	07:00 Thu	Overnight monitoring
Thursday	19:00	07:00 Fri	Overnight monitoring
Friday	19:00	07:00 Sat	Overnight monitoring
Saturday	07:00	24:00 Sun	Full 24-hour coverage
Sunday	00:00	07:00 Mon	Full 24-hour coverage

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.7
November 12, 2025

TUMF Reimbursement Agreements for the Hellman Ave Street Widening Project

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council:

1. Approve the Transportation Uniform Mitigation Fee (TUMF) Program Reimbursement Agreement with WRCOG for the Planning, Engineering, Environmental, Project Management, Right of Way Phases for the Hellman Ave Street Widening Project in the amount of $5,000,000; and
2. Authorize the City Manager to execute all necessary documents.

Summary

The Hellman Avenue Street Widening Project is identified as a critical project in the City of Eastvale's adopted Five-Year Capital Improvement Plan (CIP) for FY 2025/26 through FY 2029/30. Hellman Avenue is classified as an arterial street and currently consists of one travel lane in each direction between River Road and Walter Street. This limited capacity creates a traffic bottleneck, particularly during school hours, making traffic flow and safety ongoing concerns in the area. The scope of the project includes widening the roadway from River Road to just north of Walter Street to add an additional travel lane and sidewalk within the City. The project also includes widening the existing bridge to accommodate these improvements. The full project limits are shown in Attachment 1.

The centerline of Hellman Avenue serves as the jurisdictional boundary between the City of Eastvale and the City of Chino. Recognizing the opportunity for interagency collaboration, staff reached out

to the City of Chino to explore potential partnership opportunities. While Chino expressed support for the project, they were unable to commit funding at this time. However, they did express interest in engaging with the County Supervisor to explore future funding opportunities.

Background

Western Riverside Council of Governments (WRCOG) serves as the program administrator for the Transportation Uniform Mitigation Fee (TUMF) Program. WRCOG's TUMF Program is a subregional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County.

A Reimbursement Agreement is a document between WRCOG and a member agency that allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction phase(s) of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). TUMF Agreements and Amendments are initiated by their respective agencies when that agency is ready for the infrastructure development.

On August 4, 2025, WRCOG's Board approved the 2024 Northwest Zone 5-Year Transportation Improvement Program (TIP), which includes the Hellman Avenue Street Widening Project (Project).

At the Northwest Zone TAC meeting, the City of Eastvale requested TUMF funding for the Project in Fiscal Year 2025–26. However, due to current and projected revenue limitations, along with competing funding requests from neighboring jurisdictions, the Project was not programmed for that fiscal year. Instead, the approved TIP allocates $5 million in TUMF funding for planning-phase costs in Fiscal Year 2027–28. More project funds will be requested and allocated in future fiscal years through formal amendments to this TUMF Reimbursement Agreement.

As the City is ready to begin work and start incurring eligible costs now, WRCOG recommended entering into a TUMF Reimbursement Agreement in advance. This proactive step will help prevent delays in reimbursement once funds become available in FY 2027–28. This agreement formalizes the reimbursement process between WRCOG and the City of Eastvale, ensuring that the City is eligible to recover approved expenses under the TUMF program. The agreement was approved by WRCOG's Board on November 3, 2025.

Environmental

Approval of the agreement is categorically exempt from the California Environment Quality Act (CEQA) review under the CEQA Guidelines Section 15303.

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

Improve traffic mobility and management throughout the City's key corridors

Fiscal Impact

FY2025-26 budget includes $5,000,000 under Capital Improvement Plan Project No. 93034, *Hellman Avenue Street Widening,* within the Transportation Uniform Mitigation Fee (TUMF) account (270-510-6660-94006).

Prior City Council/Commission Action

There is no prior City Council action on this item.

Attachment(s)

Attachment 1 - Project Limit
Attachment 2 - TUMF Reimbursement Agreement

HELLMAN AVENUE STREET WIDENING INCLUDING BRIDGE WIDENING OVER CUCAMONGA CREEK

WALTERS STREET

CUCAMONGA CREEK

BRIDGE

CHANDLER STREET

HELLMAN AVENUE

RIVER ROAD

N

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
HELLMAN AVENUE STREET WIDENING PROJECT
PLANNING AND ENGINEERING PHASES

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this _____day of _____, 20__, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and City of Eastvale, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study titled "TUMF Nexus Study", as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **Hellman Avenue Street Widening Project**, **(the "Project")**, a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document
2) PS&E – Plans, Specifications and Estimates
3) ROW – Right of Way

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Five Million Dollars ($5,000,000),** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. The AGENCY local match funding is not required, as shown in Exhibit "A".

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Jimmy Chung, Public Works Director/City Engineer**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

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

If to AGENCY:
City of Eastvale
Attn: Jimmy Chung, Public Works Director/City Engineer
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

If to WRCOG:
Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Christopher Gray, Deputy Executive Director
Telephone: (951) 405-6710
Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not

expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Dr. Kurt Wilson
Executive Director

Approved to Form:

By:_____ Date:_____
Steven C. DeBaun
General Counsel

CITY OF EASTVALE

By: _____ Date:_____
Mark Orme
City Manager

Attest:

By:_____ Date:_____
Marc Donohue
City Clerk

Approved as to Form:

By:_____ Date:_____
Erica Vega
City Attorney

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK:

Planning, Engineering, Environmental, Project Management for the Hellman Avenue Street Widening Project.

PA/ED and PS&E phases for the following:

- Hellman Avenue Street Widening Project (25-NW-EAV-1405)

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	583,000		
PS&E	1,458,000		
RIGHT OF WAY	2,959,000		
CONSTRUCTION			
TOTAL	5,000,000		

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	December 2027	583,000	
PS&E	December 2027	1,458,000	
RIGHT OF WAY	December 2027	2,959,000	
CONSTRUCTION			
TOTAL		5,000,000	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. For jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.8
November 12, 2025

Approval of Professional Services Agreement with PlaceWorks, Inc. for the Chandler Specific Plan Project No. 25-120PG

Prepared By:
Allen Lim, Senior Planner

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

1. Approve the Professional Services Agreement with PlaceWorks, Inc. for the preparation of the Chandler Specific Plan; and
2. Authorize the City Manager, or his designee, to execute a Professional Services Agreement (PSA) with PlaceWorks, Inc. in the amount of $775,000 for the Scope of Work provided for the Chandler Specific Plan.

Summary
The Chandler Specific Plan area is generally bounded by Archibald Avenue to the east, Hellman Avenue to the west, Walters Street to the north, and Chandler Street to the south (**Attachment 1**). The Chandler Specific Plan is one of several planning efforts designed to implement the goals for the Eastvale 2040 General Plan by providing a more detailed regulatory and policy framework for future development such as guiding future land uses, development standards, infrastructure planning, and community design within the Specific Plan area. Staff recommends that the City Council approve the Professional Services Agreement with PlaceWorks, Inc. (**Attachment 2**) for the preparation of the Chandler Specific Plan.

Background
The Chandler Area is one of two (2) primary areas of Eastvale (the other being the Swan Lake mobile

home community along Hamner Avenue) that historically provided housing for dairy workers up until the late 1990s, and the community continues to reflect their agricultural heritage in the existing mix of land uses which includes homes on a mix of both large and narrow lots, agriculture-related businesses, horse corrals, barns, and limited animal keeping. Some issues present within the area include inadequate infrastructure, incompatible land uses, housing maintenance concerns, and limitations on development due to some parcels being owned by public agencies or located within the Prado Basin flood plain area.

As part of the Eastvale General Plan 2040 update, a specific plan is recommended for the Chandler Policy Area to guide how new development can occur to create a unique place in the City. The Chandler Specific Plan is coming forward at a most dynamic and exciting time in Eastvale's history. In addition to the completion of the Eastvale 2040 General Plan update, the City of Eastvale is under development of a town center core which includes a city hall, police station, library and innovation center, civic park and plaza, and future retail and commercial spaces for businesses, retailers, medical and educational uses, offices, hotels, and entertainment venues.

On July 1, 2025, the City of Eastvale issued Request for Proposals (RFP) No. 25-120PG via the City's website and online bidding system, PlanetBids, seeking qualified firms to develop the Chandler Specific Plan and provide program-level environmental clearance in accordance with the California Environmental Quality Act (CEQA). The City was interested in firms that were able to demonstrate they have successfully completed similar projects in a creative and unique way that aligns with the City's needs in implementing the goals of the Eastvale 2040 General Plan. A total of seven (7) proposals were received by the proposal submittal deadline of August 18, 2025. The following is a summary of vendor participation:

750 Vendors notified

77 Vendors downloaded the bid packet

7 Proposals received

The evaluation team made up of City staff reviewed the proposals and ranked each firm based on their understanding of the scope of work, quality of proposal, past performance and references, approach to scope of work implementation, and cost. Proposer rankings are as follows:

Ranking	**Name of Proposer/Firm**	**Location**
1	PlaceWorks, Inc.	Santa Ana, CA
2	Kimley-Horn and Associates, Inc.	Riverside, CA
3	Gruen Associates	Los Angeles, CA
4	Rincon Consultants, Inc.	Riverside, CA
5	CASC Engineering & Consulting, Inc.	Colton, CA

6	Interwest Consulting Group, Inc.	Irvine, CA
7	Perkins Eastman Architects DPC	Los Angeles, CA

During the evaluation process, PlaceWorks, Inc., was determined to be the best firm available for this project, with the necessary background and qualifications, having provided similar services to a variety of other public agencies (**Attachment 4**). Some key tasks that PlaceWorks will be completing as part of drafting and preparing the Specific Plan, is the analysis of existing site conditions, facilitation of eight (8) developer and stake holder meetings, three (3) public engagement meetings, eight (8) Community Advisory Committee meetings, individual agency stakeholder (i.e. OC Flood, SCE, ALUC, CNUSD, etc.) meetings, and prepare for and attend three (3) Planning Commission Hearings and two (2) City Council Hearings.

The proposed agreement will be for an initial two (2)-year period with provisions for two (2) additional one (1) year periods, upon mutual agreement, for a total possible term not to exceed four (4) years. The attached agreement has included a total compensation of $775,000 for the scope of work, including reimbursement for actual expenses through the life of the agreement.

Analysis
Not applicable.

Environmental
Pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, the approval of the Professional Services Agreement is an organizational or administrative activity of the city that does not result in direct or indirect physical changes in the environment and is not considered a project under CEQA.

Strategic Plan Action - Priority Level: 1 | Target #: B | Goal #: B
Create “Destination Eastvale”

Fiscal Impact
The total fiscal impact for the Professional Services Agreement is $775,000 allocated over a two (2) year period. Sufficient budget totaling $332,000 is currently available in the 2025-26 General Fund Planning Division’s Other Professional and Contract Services account (600-300-6490) to support the agreement through the current fiscal year. Additional budget to close out the project totaling $443,000 will be requested for the Fiscal Year 2026-27 operating budget.

Prior City Council/Commission Action
In 2014, the City Council authorized staff to prepare a Community Plan for the Chandler area, implementing an action item in the 2012 General Plan to better define the vision for the future of this portion of the city.

Beginning in July 2014, staff conducted a variety of community outreach efforts, including an on-site meeting in the Chandler Area and meetings with the City Council and Planning Commission. Planning

staff compiled the information collected from the community outreach activities and meetings with partner agencies and prepared a draft "Chandler Area Community Vision Plan," which was presented to the Planning Commission on March 13, 2015, for review and comment. The Planning Commission reviewed the plan, heard comments from the public, and recommended that the City Council accept the plan as presented.

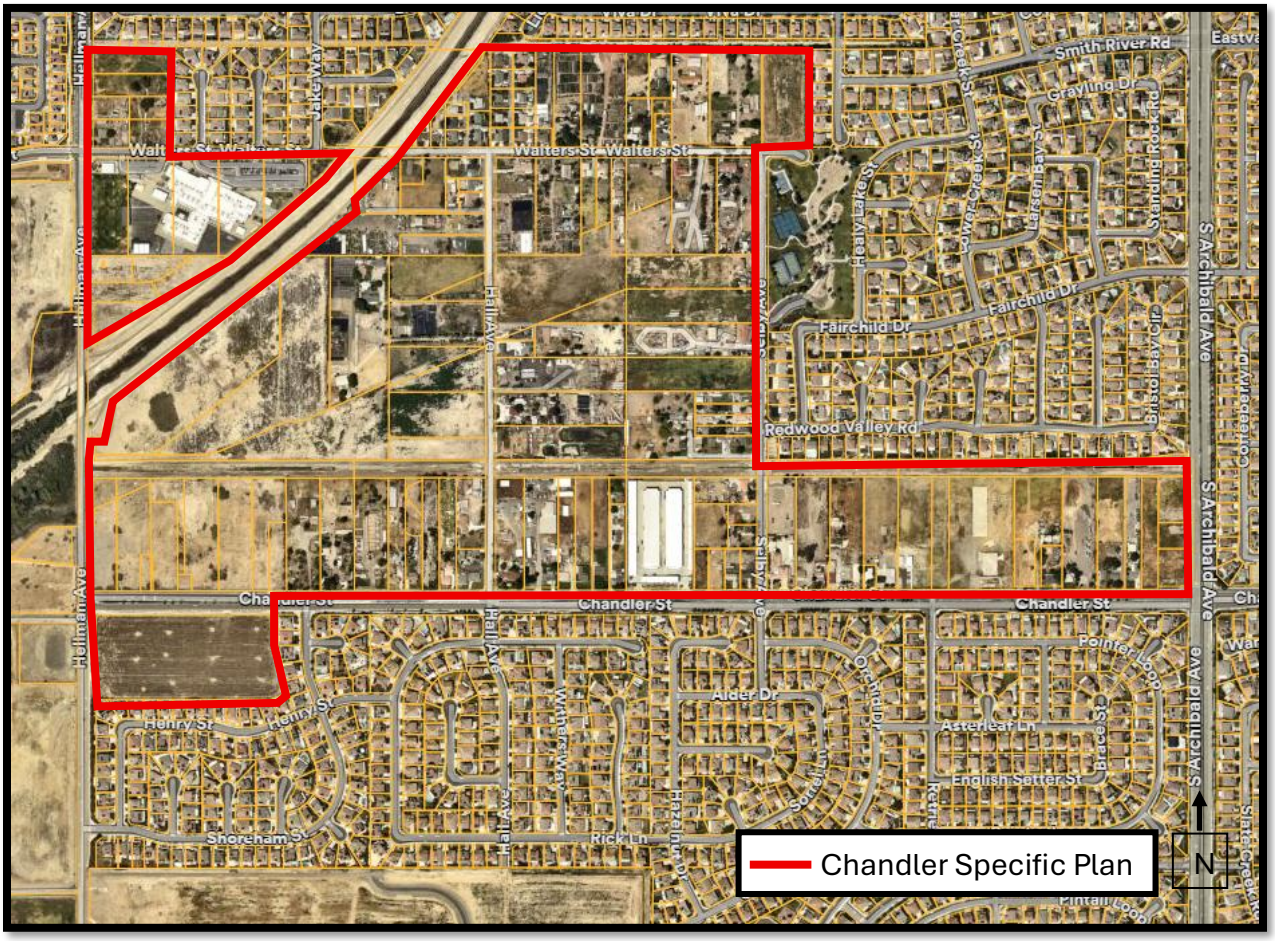
On May 13, 2015, staff brought forward the Chandler Area Community Vision Plan to the City Council. The City Council unanimously approved the plan accepting the Chandler Area Community Vision Plan as recommended by the Planning Commission.

On March 27, 2024, the City Council adopted Resolution No. 24-18, approving the Eastvale General Plan 2040 . As part of this approval, preparation and adoption of the Chandler Specific Plan was identified as a required implementation measure to guide new development in this part of the City.

Attachment(s)

Attachment 1 - Chandler Specific Plan Boundary
Attachment 2 - Placeworks Agreement
Attachment 3 - PlaceWorks, Inc. Cost Proposal
Attachment 4 - PlaceWorks, Inc. - Proposal

Location of Chandler Specific Plan



AGREEMENT FOR DEVELOPMENT OF CHANDLER SPECIFIC PLAN
BETWEEN
THE CITY OF EASTVALE, CALIFORNIA
AND
PLACEWORKS, INC.

This Agreement for Services ("Agreement") is entered into as of this 12th day of November, 2025 ("Effective Date") by and between the City of Eastvale, a municipal corporation ("City") organized under the laws of the State of California, and PlaceWorks Inc., a California corporation with its principal place of business in Santa Ana, CA ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposals No. 25-120PG, the performance of the services defined and described particularly in Section 2 of this Agreement to develop the Chandler Specific Plan.

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.

The Term of this Agreement is for two (2) years, commencing on the Effective Date ("Term") unless earlier terminated as provided in Section 20 "Termination of Agreement". Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. Prior to the expiration of the Term, the Parties may agree, in writing, to extend the Term for up to two (2) additional one (1) year periods, for a total possible term not-to-exceed four (4) years.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform the services set forth in Contractor's Proposal, attached hereto as Exhibit "A" "Proposal" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City,

in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services. Only the portions of Contractor's Proposal which describe the Services to be provided and the compensation for such Services shall be incorporated into this Agreement. Other information, terms and conditions contained in the Proposal are not incorporated into this Agreement shall be of no force or effect. If there is any conflict between the body of this Agreement and the Contractor's Proposal, the body of this Agreement shall govern.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "A". The total compensation, including reimbursement for actual expenses, shall be seven hundred seventy-five thousand dollars ($775,000) unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "A" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation. 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 MATERIALS; EXCEPTIONS; WARRANTY.

(a) Documents and Data. 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 ("Materials") 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 Materials. .

(b) If and to the extent that City utilizes for any purpose not related to this Agreement any Materials 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 Materials.

(c) 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.

(d) Contractor warrants that all Materials it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Contractor understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Materials generated by such AI tools to City and representing it as Contractor's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Materials. Contractor is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

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.

(a) 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" "Proposal" 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.

(b) Contractor warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of Services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

(c) Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Contractor shall at all times enforce strict discipline and good order among its employees. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Services, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Services to be performed by the Contractor and shall not be re-employed on the Services.

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 and such

licenses, permits and approvals shall be maintained throughout the Term of 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

Contractor represents that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

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. Contractor shall not use City's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

(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.

(d) 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) (collectively, "Claims") that 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) Design Professional Liability. Where Contractor is providing "design professional" services as defined in Civil Code Section 2782.8 Contractor's obligation to defend and indemnify City shall be governed by this paragraph (c). In accordance with Civil Code Section 2782.8, Contractor shall indemnify, protect, defend and hold harmless Indemnified Parties from and against any and all Claims to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its officers, agents, employees or sub-consultants (or any entity or individual that Contractor shall bear the legal liability thereof). In the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City, its contractors and other design professionals, and Contractor, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence. Notwithstanding the foregoing, in the event one or more defendants are unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Contractor shall meet and confer with other parties regarding unpaid defense costs. The provisions of this section pertaining to Contractor's duty to defend shall not apply if there is a project-specific general liability policy of insurance that insures all project participants for general liability exposure on a primary basis and also covers all design professionals involved with the project for their legal liability arising out of their professional services on a primary basis.

(d) 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.

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance. If City doe not agree to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

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) 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.

(c) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole discretion of the City. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the

outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City:
City of Eastvale
Attn: Gustavo Gonzalez,
Community Development Director
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor:
PlaceWorks, Inc.
Attn: Suzanne Schwab, Associate Principal
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

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

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the

other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and "B", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

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

SECTION 34. 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.

SECTION 35. ELECTRONIC SIGNATURE.

The Parties agree that the Parties may use electronic signatures to execute this Agreement. Such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 36. DATA PROTECTION.

a) Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily

updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.

b) If City is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE

_____
Mark Orme
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

PLACEWORKS, INC.

Kara L. Kosel
Vice President of Finance

EXHIBIT "A"
PROPOSAL

Contractor shall perform services as set forth below in the firm's proposal in response to RFP No. 25-120PG.

EXHIBIT "B"
INSURANCE

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

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $2,000,000 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 with statutory limits and Employer's Liability Insurance with limit of not less than $1,000,000 per occurrence for bodily injury or disease.

(4) Professional Liability. $2,000,000 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.

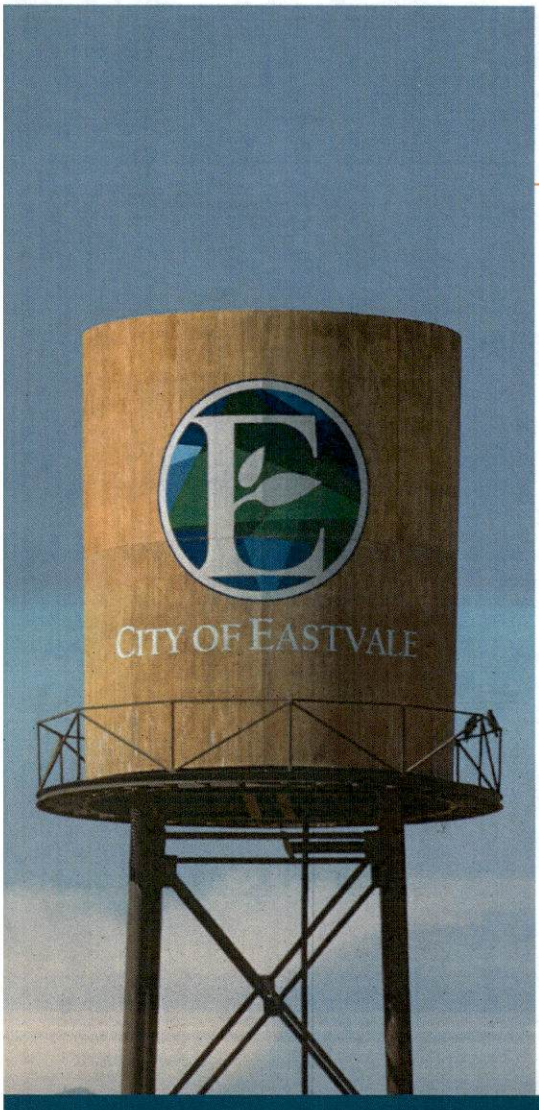
3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

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 declarations and endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. 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.

2. 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.



G.
PROJECT WORK PLAN AND SCHEDULE



G. PROJECT WORK PLAN AND SCHEDULE

Scope of Work

Task 1. Project Initiation

1.1 Kick-off Meeting

A successful project begins with an organized, all hands kick-off meeting with representation of all applicable departments from the City and our project team. We anticipate that this will be an in person meeting in the City of Eastvale. The PlaceWorks team will organize and lead the Project Kick-off Meeting, which shall include members from the City and the consultant team. This initial meeting provides an opportunity to discuss the City's objectives for this project, share relevant background information, review current development projects, and identify key issues within the project area. This all-hands-on-deck meeting will include a review of the scope and schedule, communication protocols, and a discussion of potential stakeholders to become part of the process.

1.2 Parcel Data and Document Request

Following our kick-off meeting the PlaceWorks team will send the City team a data needs list. This will include a request for the City's parcels and all associated data in GIS, background documents, and other relevant technical studies. In this task our GIS experts will work with City of Eastvale staff to create an up-to-date parcel set and base map for the Chandler area in ArcGIS. The base map will be the foundation for our existing conditions analysis and future plans, as described in Task 4. Throughout this project our team will supplement the data set with other available data through Esri or other applicable departments and agencies. Data layers and files are anticipated to include, but are not limited to, land use designations, street classifications, water and sewer infrastructure, ownership and building footprints.

Deliverable(s):

» Meeting Agenda, Meeting Summary, Project Schedule, and Aerial Base Map

Task 2. Existing Conditions

2.1 Existing and Historic Land Uses

Given the uniqueness of the area and its roots in agriculture and dairy farming, documenting the history of the land will be important for the community and will likely give us ideas for uses, monuments, or theming that can be carried forward for the future. In this task we will summarize the existing land uses and history of the Chandler Policy Area. The PlaceWorks team will lead the effort, gathering information from the Chandler Area Community Vision Plan, the City's 2040 General Plan, SCAG, WRCOG, the Riverside County Heritage Association, Chino Airport Land Use Compatibility Plan, and other sources. This effort will document existing land use, zoning, and general plan designations as well as nonconforming uses, which could be a barrier to future development in the area. A narrative will be written for inclusion in the StoryMap and Specific Plan—Task 2.4 and Task 4, respectively. Historical and current photos will also be collected and provided alongside interactive maps to create a dynamic way for the community to review the information.

2.2 Existing Mobility Analysis

2.2.1 Existing Transportation Document Review

Fehr & Peers is aware of and in many cases has been directly involved in the various efforts by the City of Eastvale to create a cohesive multimodal transportation network. We recognize the importance of building on and implementing previous efforts rather than contradicting them. In addition to the Chandler Area Community Vision Plan and Eastvale Chandler Area Market Analysis provided with the RFP, Fehr & Peers will review the following City and regional documents as they relate to mobility to, from, and within Chandler Specific Plan area.

- 2024 General Plan Mobility & Circulation Element (*peer reviewed by Fehr & Peers*)
- Eastvale Complete Streets Safety Assessment, 2017
- Eastvale Bicycle Master Plan, 2016
- Western Riverside Council of Governments' (WRCOG) Active Transportation Plan, 2018 (*prepared by Fehr & Peers*)
- SCAG's 2024 Regional Transportation Plan/Sustainable Communities Strategy

Additionally, other City transportation-related planning or policy documents that would provide additional information related to the project will be reviewed. The purpose of this review is to identify existing data needs and determine which of the previous data collection can be employed in the project.

2.2.2 Parking Analysis

Because the Chandler Specific Plan area currently consists of mostly low-density residential and light agriculture/industrial uses, parking generally is confined to off-site driveways and largely reflective of residential parking behavior (higher demand overnight, lower during the day). Given the proposed changes in land use from current conditions to the Specific Plan buildout, an existing parking supply and utilization analysis would not be useful in planning for future parking demand; rather, a focus on future supply and demand optimization is more worthwhile.

While the exact land use mix is not yet determined, right-sizing parking will be critical, as over-provision of parking can lead to inefficient use of space and under-provision to access constraints. Fehr & Peers will evaluate best practices in nearby Inland Empire cities with similar parking management goals to balance inviting mixed-use spaces with parking demand. This analysis will identify parking and land use ratios adopted by nearby cities in areas similar to the Chandler Policy Area (such as Ontario Ranch) and explore the successes and/or shortfalls of parking management tactics.

Fehr & Peers will develop a version of the Urban Land Institute's (ULI) shared parking model to right-size parking ratios for the Specific Plan area. This model factors in variables like time of day, seasonal variations, and parking rates for the proposed uses. Fehr & Peers will use this model to help estimate parking demand considering the future land use changes and assist the project team in developing parking ratios. The findings will be presented in a Parking Analysis Technical Memorandum.

2.2.3 Circulation Evaluation/Mobility Gap Analysis

Fehr & Peers will conduct an existing circulation analysis to evaluate multimodal access and connectivity in the area surrounding the project area. This effort will include a series of maps, tables, and narrative findings that characterize the current conditions of the surrounding area. For the Specific Plan area, Fehr & Peers will prepare a Mobility Gap Analysis. Many roads in the area lack sidewalks altogether. Some streets, such as Hall Avenue, have dirt shoulders that serve as sidewalks, but they are difficult to use for individuals with mobility devices or those pushing strollers, and these shoulders are occasionally blocked by parked vehicles. This lack of pedestrian infrastructure forces pedestrians into the same spaces as vehicles and degrades accessibility.

Fehr & Peers will prepare a GIS transportation network gap inventory file for the Specific Plan Area, which will include each roadway and intersection in the Specific Plan area (Chandler Street, Hellman Avenue, Hall Avenue, Selby Avenue, Walters Street, Kaweah Court, Jake Way, and Archibald Avenue). Fehr & Peers will input fields to the file related to transportation network gaps, including the following data:

- Sidewalks (one side, both sides, no sidewalks)
- Bicycle facilities
- Curb ramps and crosswalks at intersections

This analysis will be used to create a mobility gaps map for inclusion in the Specific Plan document, and the GIS file will be provided to City staff for ongoing tracking and implementation reference. The gaps analysis will inform the recommendations of the preferred plan.

2.3 Existing Infrastructure Analysis

2.3.1 Data Collection and Review

Fuscoe will request and obtain all available GIS infrastructure files (water, storm drain, sewer) available for the specific plan area and the surrounding public streets. Request and review all available master plans (drainage/flood control, water, and sewer). Request and review any infrastructure studies or localized/regional analyses related to the property or adjacent to the study area that provides additional details on the status of the infrastructure systems supporting the property. Request and review capital improvement budgets to identify any proposed improvements adjacent to the property. Obtain most current updates on Eastvale Master Plan of Drainage from Riverside County Flood Control, including available hydrology information on Cucamonga Channel. Obtain and review the Selby/Walters Area Water Study report by Webb Associates.

2.3.2 GIS Mapping and Exhibit Support

Convert all data for analysis and exhibits into GIS format. Incorporate drainage, water, sewer, topography (2-foot contours from Near Maps), FEMA floodplains, and other infrastructure information into usable online viewer format. Prepare elevation map showing the contour at 566 feet and all elevations above and below 566 feet within the specific plan area. The elevation at 566 feet is the updated high-water mark after completion of the Prado Dam Spillway Modification Project, and elevations at 566 feet or below will be subject to passive uses and limited development. Deliverables will include exhibits of the various utility, topographic, and flood plain maps to enhance the Specific Plan document.

2.3.3 Existing Conditions Technical Memo

Evaluate the existing wet infrastructure systems supporting the current site conditions, including drainage/storm drain, water, and sewer systems. Based on the findings, incorporate an existing conditions assessment report and identify any deficiencies, capacity, and overall status of the existing wet utility systems.

A. **Hydrology.** Evaluate potential flood hazards associated with future development and existing FEMA mapping. Identify criteria for new development in the Specific Plan area. Evaluate the impact of the 566-foot elevation with respect to future flood inundation. Summarize any existing or proposed regional flood control improvement projects associated with the Eastvale Master Drainage Plan (2002) and provide status update.

B. **Sewer and Water.** Summarize the proposed-condition water and sewer layouts provided by the City. Confirm the anticipated water and sewer demands used to size the future sewer and water improvements recommended by Webb Associates. Summarize current connection rates for new water and sewer connections.

Identify any capital improvements planned for the area and prepare utility exhibits and with markups. Summarize into a technical memo with narratives, tables, and exhibits.

2.4 StoryMap

The PlaceWorks team will use StoryMaps—an ArcGIS program for online presentation of geographic data and photos—to create an easily digestible and interactive web-based tool to document and share existing conditions. The StoryMap will contain an overview of the topical areas described in the tasks above as well as the accompanying maps, photos and exhibits. Using StoryMaps, we will develop an opportunities and constraints summary map that will be used to inform preparation of the Specific Plan. PlaceWorks will host the map through our ArcGIS account and will provide a link to the StoryMap through the dedicated project web page (Task 3.2) as a resource for City staff decision makers and the community.

PlaceWorks StoryMaps

- Fairview Developmental Center
- Placentia Specific Plan 5
- East Bay Regional Park: The District Plan
- Livermore General Plan Existing Conditions

Deliverable(s):

» Existing Conditions Memoranda (Land Use, Mobility, and Infrastructure), Story Map

Task 3. Community and Agency Engagement

3.1 Public Engagement Plan and Meeting with City Staff

The purpose of this meeting is to have a focused discussion about outreach with the community and property owners in the Chandler area. During this meeting we will discuss options, needs, and ideas that will be the basis for the Public Engagement Plan. We will build from the outreach already conducted for the City's General Plan. Our objective is to create an outreach plan that acknowledges the ideas and concerns that have already been voiced and give the community the opportunity to be part of the Specific Plan process. The table below identifies project outreach milestones and proposed engagement activities. The project schedule, provided at the end of this section, identifies when each of these meetings would likely take place. Descriptions of the anticipated outreach techniques are outlined in the subsequent tasks.

Table 1. Proposed Public Engagement Plan

Type of Outreach	Topics / Purpose
Agency Stakeholder Meetings: OC Flood Control, Jurupa Community Services District, Army Corps of Engineers, Southern California Edison, Chino Airport Land Use Commission, Corona-Norco Unified School District, Riverside County Flood Control, San Bernardino Flood Control	1 individual meeting (Zoom) with each agency; 2 rounds of meetings to discuss various topics below: **Round 1:** • Project overview/objectives • Confirm existing conditions • Discuss long-range plans/improvements • Discuss land use options or barriers to use **Round 2:** • Review community vision • Review draft Land Use, Infrastructure, and Circulation Plans • Confirm uses and other relevant standards/policies
Developer and Stakeholder Meetings: KB Homes, Lennar, The New Home Company, Pulte, and others as well as property and business owners	6 to 8 individual meetings (Zoom), with some follow up throughout the process. **Discussion to include:** • Project overview/objectives/existing conditions • Gather input on the market (housing trends, start-up industries, food & beverage options, etc.) • Discuss ideas for attracting unique businesses
Community Advisory Committee	**Meeting 1:** • Member introductions • Role of the Advisory Committee • Project overview/objectives • Summary of outreach process/input on ways to increase participation • Overview of a Specific Plan • Summary of market analysis/trends/opportunities • General Plan guidance • Summary of existing conditions • •Gather input on the history of the Chandler community—what's unique and special? What are the issues or concerns? • Public comment/next steps
	Meeting 2: • Recap of previous Advisory Committee meeting • Recap of agency and developer interviews • Recap of Public Engagement Workshop #1 • •Discuss ideas for future uses, improvements • Possible guest speaker • Public comment/next steps
	Meeting 3: • Recap of previous Advisory Committee meeting • Share preliminary land use/open space/circulation ideas for discussion (before Public Workshop #2) • Gather input on concepts—find degrees of consensus • Public comment/next steps
	Meeting 4: • Recap of previous Advisory Committee meeting • Recap of Community Workshop #2 (share comments on concepts) • Discuss refinements to concepts, including open space and circulation • Discuss draft Vision and Guiding Principles • Public comment/next steps
	Meeting 5: • Present/Discuss Draft Preferred Plan • Present refined Vision & Guiding Principles • Discuss Design Standards/Guidelines • Public comment/next steps

Table 1. Proposed Public Engagement Plan

Type of Outreach	Topics / Purpose
Community Advisory Committee, continued	**Meeting 6:** • Review refined Preferred Plan, project description • Review refined Design Standards/Guidelines Draft Development Standards • Public comment/next steps
	Meeting 7: • Confirm refinements from Meeting 6 • Address any remaining topic areas • Public comment/next steps
	Meeting 8: • Review Draft Specific Plan • Public comment/next steps: Planning Commission and City Council for Plan Adoption
Public Engagement Meetings	**Meeting 1:** • Project overview/objectives (emphasize that no one will be forced to move) • Overview of a Specific Plan • Describe the input needed from the community and how it will be used • Acknowledge the history of Chandler • Share market findings/confirm existing conditions • Gather input on issues or concerns • Group or individual exercises exploring ideas for the future (image boards as prompts)
	Meeting 2: • Recap from previous meeting • Share any new information from agency meetings • Gather feedback on preliminary land use/open space/circulation ideas • Group or individual exercises on preliminary concepts
	Meeting 3: • Recap from previous meeting/other updates • Gather feedback on Draft Vision/Guiding Principles, revised land use/open space/circulation concepts, design standards • Identify additional opportunities to provide input
OPTIONAL: Public Engagement Meeting	**Open House:** • Present the Draft Specific Plan • Set up stations by topical area/chapter of the Specific Plan • Opportunity to ask questions and give feedback at each station: Specific Plan Overview and Setting (Existing Conditions), Vision and Guiding Principles, Land Use and Standards, Mobility, Infrastructure, Implementation • Identify next steps: Planning Commission and City Council Adoption Hearings
OPTIONAL: Decision-Maker Study Sessions	**Study Session 1:** • Overview of project and process • Overview of a Specific Plan • Existing Conditions • Recap of outreach to date • Gather input for vision
	Study Session 2: • Review of project, process, purpose of a Specific Plan • Vision and Guiding Principles • Draft Land Use Plan • Gather input on Land Use, Circulation, and Open Space

3.2 Materials, Website, and Social Media

Online platforms such as the City's website and social media provide the community with an accessible way to learn about the Chandler Specific Plan project and stay up to date. PlaceWorks will assist the City with project-related content for a web page on the City's website or through a platform that PlaceWorks can manage powered by Social Pinpoint or WordPress. This task also allocates time for the creation of content such as an FAQ, event flyers, or other materials for workshops and meetings. The materials can also be posted to the web page or shared on social media platforms. It is anticipated that the StoryMap developed in Task 2 will be available through the project web page. The Outreach Plan developed in Task 3.1 will outline how and when these tools and materials will be used throughout the project process. This task also allocates time for PlaceWorks to assist with public notifications of 1,000 feet beyond the policy area boundaries. To best reach all area and Eastvale residents, materials will be translated into Mandarin and Spanish. A portion of the reimbursable line item in our proposed budget will be used for Reliable Translation to provide a first round of translation for both languages. Translation will be vetted by PlaceWorks and Eastvale staff, and refinements will be made for local nuance and planning industry context before materials are finalized.

PlaceWorks Project Websites

- Fairview Developmental Center Specific Plan
- Downtown Shoreline Vision Plan
- Inglewood General Plan Update
- San Bernardino General Plan and Downtown Specific Plan

3.3 Agency Stakeholder Meetings

Public agencies such as OC Flood Control, Southern California Edison, and others (identified in Table 1, above) will be important partners in our understanding of the area and the long-term plans for 80+ acres of agency-owned property in the study area. In this task our team, including the appropriate subconsultants, will conduct individual meetings with these agencies. We have established two rounds of discussion with each so that we get an understanding of existing and long-range plans, then circle back with each as we gather community input and share additional ideas for the future of the Chandler Area. City staff are encouraged to attend these meetings, which are proposed to be held via Zoom. We will work with the City to develop a list of contacts so that conversations about these properties and the role the agencies play in the area can continue after this project has ended.

3.4 Developer and Other Stakeholder Meetings

Our objective is to create a Specific Plan for the Chandler Area with uses, standards, and guidelines that are feasible for future development. One of the best ways to ensure this is to talk to developers who have current work or interest in the area. In coordination with the City, we will identify the list of stakeholders to interview. Via Zoom or a phone call, we will meet with stakeholders for their input on residential, commercial, and mixed-use building types; densities; and other approval requirements or regulations that would incentivize development for the area. In addition to developers, the list of stakeholders could include Chandler Area property owners and business operators. We want to understand the perspective and concerns about future development from these groups and begin to build a relationship with them. City staff are encouraged to participate. Budget for this task assumes six to eight meetings will be conducted via Zoom, and a summary memo will be provided to document the input received.

3.5 Advisory Committee

The Advisory Committee (AC) will play an important role by providing feedback to our team, City staff, Planning Commission, and City Council. We also see the committee members as conduits to the broader community because they can help us to publicize participation opportunities and solicit input.

As part of the proposed engagement plan (Task 3.1), we will work with City staff to finalize the meetings and topics for the AC. Before the committee convenes, it is important to define the role of the committee in the Specific Plan process. It is critical to define expectations and be clear on the type of feedback we need through the process. This task assumes that City staff will form the AC and be the primary contact for communication with them; PlaceWorks will facilitate meetings and create and provide content and materials. This scope assumes eight AC meetings, with attendance by up to two PlaceWorks staff at each meeting and subconsultants when appropriate. PlaceWorks may work with City staff to secure guest speakers depending on the topic and focus of the meeting.

3.6 Public Engagement Meetings

Though the Public Engagement Plan mostly focuses on the property owners, Chandler Area residents, and businesses, this task will engage the community at large. PlaceWorks will facilitate three public meetings to engage the community about the vision for the area, provide an overview of existing conditions, and ultimately gather input for the Specific Plan. The meetings, as shown in Table 1, will cover:

- **Meeting #1:** Overview, history and existing conditions. Gather input for Vision and Guiding Principles.
- **Meeting #2:** Share agency and stakeholder insights. Explore land use and circulation concepts.
- **Meeting #3:** Review Draft Vision and Guiding Principles and refined Proposed Plan concepts. Use massing diagrams and site concepts to introduce how standards and design guidelines could be implemented in future development.
- **OPTIONAL: Open House:** Stations by Specific Plan topic in a conversational setting to review and provide feedback on the Draft Specific Plan.

Each meeting will be facilitated by PlaceWorks with subconsultants in attendance as needed, depending on topical area. Our team (with assistance from Reliable Translation) will partner with City staff to provide translation services.

3.7 Vision and Guiding Principles

Early outreach efforts—including details from the General Plan Land Use Element, Agency and Developer Stakeholder Meetings, the Advisory Committee, and Community Workshops described above—will inform a vision and set of guiding principles. Time in this task has been allocated to draft a vision statement and set of guiding principles supported by photos and formatted for use in community workshops, on the project web page, in presentation materials, and in the Specific Plan. This task assumes two rounds of edits, one for staff and another to include community and Advisory Committee input.

Deliverable(s):

» Meeting with Staff and Public Engagement Plan
» Website, materials, and social media content and materials per budget

- » Up to 16 Zoom meetings with Public Agencies
- » Up to 8 Zoom meetings with developers and/or property owners
- » Preparation for and facilitation of up to 8 Advisory Committee Meetings
- » Preparation for and facilitation of up to 3 Public Engagement Meetings
- » Graphically formatted Vision Statement and Guiding Principles

OPTIONAL: Decision-Maker Study Sessions

During milestones such as confirming the Vision Statement and selection of a preferred plan, the PlaceWorks team recommends a study session with Planning Commission and/or City Council. This task provides an option for participation in two separate study sessions, as identified in Table 1. Our team will create and present a PowerPoint summarizing existing conditions, community outreach, and the vision and guiding principles. We can include the preferred land use plan from Task 4 depending on timing and project milestone.

Deliverable(s):

- » Preparation for and attendance (including presentation of materials) at up to 2 Decision maker study sessions.

Task 4. Specific Plan

4.1 Land Use–Transportation Alternatives

Drawing from community feedback, the market analysis, AC and stakeholder input, and guidance from the City, the PlaceWorks team will prepare two land use–transportation alternatives to bring the community's vision and ideas to life. The land use–transportation aspects of the Chandler Specific Plan can allow the community to re-imagine the use of space that reflects the neighborhood's values and mobility needs. Whether this means mixed-use centers or plazas where residents can walk just a few hundred feet for their local retail needs; enhanced connectivity between distinct residential and commercial use areas; or leveraging time-of-day and day-of-week trends to right-size the parking footprint, the alternatives will provide for a land use–transportation network that works for its residents and visitors. The alternatives will depict two possible approaches to land use, site design, circulation, open space, and trail options for future development of the Chandler Area. Each alternative is intended to show different options for City staff, the AC, and decision makers to review, then select the components from each that they like best. It is likely that aspects from each alternative will be well received and that the Preferred Plan developed in Task 4.2 will be a combination of ideas from each. The alternatives will be graphically depicted in plan view with a buildout summary, supplemented by photos of housing and building typologies for the identified density and intensity of development. Case studies and sketches of specific areas may also be included to demonstrate concepts.

4.2 Preferred Plan

Based on community input, the PlaceWorks team will finalize the Preferred Plan, including the buildout summary, population and employment projections, unit count, and nonresidential square feet. This information will be used for the Project Description and technical modeling. We anticipate one of the optional study sessions from Task 3 could be used during this milestone to keep City decision makers informed and engaged in the process. We will also prepare the primary project objectives and project description for initiation of California Environmental Quality Act analysis (CEQA), described in Task 5.

4.3 Specific Plan Format and Outline

PlaceWorks will prepare an outline for the Specific Plan as well as up to three document layout options. The Specific Plans is anticipated to be visually rich, conveying the necessary information in a way that is easy to understand. This task includes a meeting with City staff to discuss options and select a template.

4.4 Draft Specific Plan

This task involves preparing all components of the Chandler Area Specific Plan—including establishing new zoning, design direction, placemaking concepts, and infrastructure plans—to set the stage for new development. PlaceWorks will lead the specific plan with support from Fuscoe for infrastructure and Fehr & Peers for circulation. The plan will build upon the 2024 General Plan Chandler Policy Area Conceptual Plan. The Specific Plan will provide reasonable flexibility for property owners while providing "guard rails" to ensure the quality, form, connectivity, and community benefits are achieved. The plan must also account for and enable incremental change over time while ensuring that existing businesses can continue to operate. The Specific Plan will be prepared in accordance with the California Government Code and may be organized as follows.

Chapter 1. Introduction and Setting. The Introduction will contain Existing Condition information gathered in Task 2: a brief overview of the history of the Chandler Area; the purpose of the Specific Plan; a discussion of the major environmental, economic, and land use factors that are driving change; a summary of how the project responds to key issues; a discussion of the plan's consistency with the General Plan and its relationship to other relevant agency plans; a description of the preparation process and public participation; and a discussion of the document's organization. Since the area is within the planning boundary for the Chino Airport, the Specific Plan will need to conform with the Airport Land Use Compatibility Plan (ALUCP) policies pertaining to land use. Per State law, the draft Specific Plan will require submission to the Airport Land Use Commission for a review of the document's consistency with the ALUCP.

Chapter 2. Vision and Guiding Principles. This chapter incorporates the Vision that was developed during the process, which describes the area in terms of physical development, uses and activities, improvements to the public realm, connectivity to activity centers, and how the area will serve the local and broader community. The Guiding Principles will describe how the site plan, mix of uses, design, landscape concepts, and development regulations achieve the vision. Imagery and illustrations from Task 3.7 will be incorporated to bring this chapter to life.

Chapter 3. The Plan. This chapter will provide a comprehensive description of the overall development plan, encompassing the conceptual land use plan, circulation plan, infrastructure plan, and public realm or landscape concept. Specifically, this chapter will include:

Land Use Plan. This section will contain the land use diagram and accompanying text description, which establish the appropriate land use designation(s) for the site. It will also contain a statistical summary that identifies the maximum buildout potential as well as any specific minimum densities or intensities. The concept drawing of the preferred plan from Task 4.2 will also be included in this section.

Mobility Plan. Based on the Preferred Plan, Fehr & Peers will prepare circulation recommendations to improve the multimodal mobility of the Chandler Area. Recommendations may include:

- Reconfiguration of roadway sections to accommodate "complete street" improvements (e.g., bicycle facilities, wider sidewalks, equestrian facilities) or a "finer" street network
- Pedestrian and bicycle crossing enhancements, such as:
  - » Upgraded crosswalks
  - » Pedestrian or bike phases
  - » Leading pedestrian intervals
  - » Curb extensions
  - » Protected left turn phases

Fehr & Peers will support PlaceWorks in the preparation of alternative cross-sections to be reviewed and refined by the City. The Mobility Gap Analysis (Task 2.2.3) will inform the preparation and finalization of the Mobility Plan and cross-sections. The Mobility Plan section of the Specific Plan will contain a diagram and text description of the mobility plan for the area, including existing and any future roadways, road types, existing ingress/egress points, ultimate pedestrian and bicycle circulation, trails, and transit facilities.

OPTIONAL: Key Intersection Operations Analysis

The Multimodal Circulation Analysis will focus on connectivity and accessibility across various transportation modes, with an emphasis on the placemaking benefits of a multimodal network. However, we recognize that vehicle level of service (LOS) may be an important factor in public engagement and decision-making for the Specific Plan. If desired by the City, Fehr & Peers will conduct a Key Intersections Operations Analysis.

If this analysis is selected, Fehr & Peers recommends that the following three intersections be studied:

1. Chandler Street & Hellman Avenue
2. Chandler Street & Selby Avenue
3. Chandler Street & Archibald Avenue

Fehr & Peers will collect peak-hour turning movement counts and conduct an intersection operations analysis using the Highway Capacity Manual (HCM) methodology as applied in the Synchro 12 software. For the intersection of Chandler Street & Archibald Avenue, Fehr & Peers will update their work from the Eastvale Citywide LOS study completed in 2023. The intersection operations analysis will include the following scenarios:

- Existing Conditions (2025): AM & PM Peak Hours
- Future No Project (Opening Year of Project): AM & PM Peak Hours
- Future Plus Project Option (Opening Year of Project): AM & PM Peak Hours, up to two land use alternatives

If applicable, Fehr & Peers will recommend operational improvements for intersections identified as deficient under the Future Plus Project scenarios. Recommendations may include updated signal timing, lane geometry, and signalization of unsignalized intersections. The findings and recommendations from the intersection operations analysis will be included in an Intersection Operations Technical Memorandum.

Infrastructure Plans. Fuscoe will evaluate the proposed land use changes compared to the existing drainage, water, and sewer systems. They will coordinate with City Public Works staff on potential impacts and infrastructure improvements.

A. **Hydrology.** Evaluate the proposed drainage patterns consistent with the proposed land plan and identify where storm drain improvements are necessary to deliver flows to the Riverside County Flood Control facilities and/or Cucamonga Channel. Compare impervious assumptions from the 2002 Eastvale Master Drainage Plan to the proposed land use and confirm peak flow rates are equal to or less than original assumptions.

B. **Prado Dam Spillway Elevation Modification Project.** Working with OC Flood Control District, identify compatible land uses below the 566-foot elevation to maximize use and functionality within the specific plan area.

C. **Water and Sewer.** Overlay the proposed water and sewer improvements with the proposed land uses and identify any concerns or constraints to future connections.

Note: Water and Sewer evaluations do not include any hydraulic modeling or use of the City of Eastvale existing water and sewer hydraulic models. If the City requires updating their models for assessing impacts, Fuscoe will provide updated input parameters (proposed demands) for use within the model(s).

Fuscoe will assist with the preparation of the Infrastructure section of the Specific Plan. It will include diagrams and text descriptions of conceptual plans for providing water, sewer, and stormwater services to the area. It will also describe existing service conditions, planned improvements, and any needed improvements for the area. On-site water quality management, including any commitments to environmental sustainability features, will also be included in this section.

Chapter 4. Development and Design Standards. This chapter will contain customized development and design standards to facilitate the desired changes for the Chandler Area. Regulations will be tested—given the irregular parcel sizes—to ensure implementation of the housing and commercial prototypes envisioned. The objective is also to provide flexibility to adapt to changes in the marketplace over time, especially given the incremental and organic nature of the expected changes. Additionally, the requirements should include other community benefits that have been vetted with the City and are based on input from stakeholders. The standards in this chapter are anticipated to include:

- Permitted, prohibited, accessory, and conditional land uses
- Interim land uses
- Development capacities and intensities
- Development standards,
  - » Height (in stories, minimum and maximum) and ground-floor ceiling height
  - » Build-to lines/setbacks (front, side, and rear, building-to-building)
  - » Encroachments
  - » Building orientation
  - » Objective design standards
  - » Public/private/common open space standards and design standards
  - » Parking standards

  - » Signage
- Supporting graphics to illustrate standards effectively.

Chapter 5. Design Guidelines. The purpose of this chapter is to provide a flexible framework that will ensure a high-quality aesthetic and cohesive development throughout the plan area. Design guidelines are intended to supplement the objective design standards. Typically, they cover architectural design character and materials, site design, guidelines for landscaping, ground-floor treatment, and signage.

Chapter 6. Administration and Implementation. This chapter documents how the plan will be administered by City staff and the application process for development. Opportunities to streamline this process will be explored with staff. The process for interpreting, amending, or making minor modifications will be described. This chapter will also include an implementation section with the economic development strategies and financing strategies identified by Kosmont.

4.5 Specific Plan Review and Edits

Time in this task is allocated for Specific Plan edits through various rounds of review with City Staff, the AC, and the public hearing process. This task will result in a Public Review Draft, Hearing Draft, and Final Specific Plan.

Deliverable(s):

- » 2 Land Use Alternatives
- » 1 Preferred plan and meeting
- » Specific Plan Outline and up to 3 document template options (Word or InDesign)
- » Draft Specific Plan with 2 rounds of review and edits
- » 1 final Specific Plan.

Task 5. Environmental Clearance

5.1 CEQA Initiation, Meetings, and Hearings

With the preferred plan selected, PlaceWorks' environmental and technical staff will seamlessly advance into the CEQA phase, drawing on our full engagement throughout the planning process. Our deep familiarity with the project ensures an immediate, efficient start to preparing the EIR Addendum and supporting technical studies, maintaining momentum and continuity from vision to environmental documentation.

5.1.1 Meetings

For the duration of the project schedule (which we anticipate being approximately eight months for the environmental effort), our cost estimate assumes attendance/participation by PlaceWorks' project management team at project meetings (via video/audio conferencing) with City staff (as determined necessary by the City). This effort includes preparation for and attendance at the meetings. For budgeting purposes of this proposal, we assume attendance of the CEQA project management team at up to six virtual meetings. In addition, PlaceWorks' CEQA project management team and a representative from our technical team, as needed, will attend a meeting with the City (via video/audio conferencing) to kick off the environmental work.

5.1.2 Hearings

If attendance is requested, our budget includes attendance of the project management team at two public hearings: Eastvale Planning Commission and City Council. This effort includes preparation for and attendance at the hearings.

Deliverable(s):

» Meeting and public hearing attendance and participation, as outlined above

5.2 CEQA Project Management and Coordination

Throughout the course of the project services to be provided, internal team management and coordination are necessary to ensure timely and consistent delivery of high-quality services and work products. Project management responsibilities include task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; consultation and coordination with local, regional, and state entities relative to the environmental review process; and coordination and communications with the City to ensure compliance with policies, procedures, and any applicable codes.

Deliverable(s):

» Project management and coordination for the duration of the project schedule, anticipated to be approximately 8 months

5.3 Technical Studies

PlaceWorks and its subconsultant (Fehr & Peers) will prepare the technical studies outlined in Tasks 5.3.1 through 5.3.3 to support the proposed specific plan and preparation of the EIR Addendum.

5.3.1 Air Quality, Energy and GHG Analysis

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis to evaluate potential criteria air pollutant, toxic air contaminant (TAC), energy, and GHG emissions impacts associated with the proposed specific plan compared to that identified in the General Plan Update EIR. Impacts will be programmatic, based on the level of detail identified in the proposed specific plan and modeled based on the current methodology of the South Coast Air Quality Management District (South Coast AQMD) for projects in the South Coast Air Basin (SoCAB). Modeling of operational-phase criteria air pollutant and GHG emissions will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the EIR Addendum, and modeling will be included as an appendix. If necessary, mitigation measures from the General Plan Update EIR will be modified to reduce any potentially significant regional and/or localized air quality impacts.

Construction Phase Impacts. The General Plan Update EIR identified that construction-phase air quality impacts are significant and unavoidable. Potential construction emissions associated with the proposed project will be evaluated qualitatively because site-specific construction information is not anticipated to be available for the plan. Impacts of the proposed specific plan will be compared to impacts identified in the General Plan Update EIR within the proposed specific plan area.

Operational Phase Impacts. The General Plan Update EIR identified that operational-phase air quality impacts are significant and unavoidable. The proposed project could generate an increase in criteria air pollutant and/

or GHG emissions from transportation sources (passenger vehicles), energy (natural gas and indirect emissions from purchased electricity), area sources (landscape emissions, consumer products), indirect emissions from water use and wastewater generation, and indirect emissions from waste disposal from existing conditions but would not exceed the buildout analyzed in the Eastvale 2040 General Plan. Further, it is not anticipated that the land uses in the proposed specific plan would include industrial or business park uses that would be likely to generate a substantial number of truck trips or stationary source emissions. PlaceWorks will provide a plan-level emissions analysis of the plan area for the proposed project. Modeling will be based on the existing and project weekday and weekend daily trips and weekday vehicle miles traveled (VMT) provided by Fehr and Peers for the proposed-project, full-buildout scenario. Long-term emissions from operation of the proposed project will be compared to South Coast AQMD's significance thresholds and impacts identified in the General Plan Update EIR.

Energy. The General Plan Update EIR identified less than significant impacts to energy resources and no conflict with state or local plans for increasing renewable energy or energy efficiency. PlaceWorks will provide a quantitative analysis of the proposed project's energy impacts compared to the approved project and impacts identified in the General Plan Update EIR. PlaceWorks will also evaluate consistency of the proposed project with applicable state and local plans related to energy efficiency and renewable energy.

Consistency with GHG Reduction Plans. The General Plan Update EIR identified that GHG emission impacts are less than significant and would not conflict with the State's GHG plans (i.e., CARB 2022 Scoping Plan and SCAG 2020 RTP/SCS). The GHG analysis will discuss state, regional, and local GHG reduction goals, including Senate Bill 32 (SB 32), Assembly Bill 1279 (AB 1279), and SB 375. To achieve the GHG reduction targets of SB 32 and AB 1279 the California Air Resources Board (CARB) adopted the 2022 Scoping Plan. The Southern California Association of Governments (SCAG) has adopted the Regional Transportation Plan / Sustainable Communities Strategy (Connect SoCal 2024) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. GHG emissions analysis will be based on consistency of the proposed project with the priority actions in the 2022 Scoping Plan, SCAG 2024 RTP/SCS, and impacts identified in the General Plan Update EIR.

Deliverable(s):

- The air quality, energy, and GHG analyses will be summarized in the EIR Addendum; modeling included as an appendix

5.3.2 Noise and Vibration Assessment

PlaceWorks will prepare the noise and vibration technical analyses in relation to the analysis for the Specific Plan update compared to that identified in the Certified EIR. The technical noise impact analysis will discuss relevant standards and criteria for noise exposure, including those in the City of Eastvale General Plan Noise Element and Municipal Code. The results of this analysis will be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions. The dominant noise source in the plan area is transportation noise from Chandler Street and Archibald Avenue and other local roadways. PlaceWorks will conduct a noise monitoring survey to assess existing conditions and identify the nearest sensitive receptors and other environmental characteristics. PlaceWorks' noise specialist will conduct up to two long-term (24 hour) or up to six short-term (15-minute) noise measurements at representative off-site noise-sensitive locations.

Transportation Noise. Traffic noise will be analyzed quantitatively based on information provided by the traffic engineer assigned to the project and the FHWA Highway Traffic Noise Prediction guidelines. PlaceWorks will assess the potential increase in traffic noise levels along major arterials and highways and identify areas along roadway segments (such as Chandler Street, Archibald Avenue, and other affected roadways) that would either be exposed to noise levels above established criteria or result in an increase of more than 3 dBA over the baseline levels.

Stationary Noise. Noise impacts from non-transportation sources will be evaluated based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in the specific plan area in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified in the Eastvale Municipal Code.

Construction Noise and Vibration. PlaceWorks will provide a quantitative analysis for potential construction impacts associated with implementation of the proposed project. Noise and vibration effects from construction activities will be estimated based on available construction information provided by the applicant, and the results will be discussed in terms of accepted local standards and the Federal Transit Administration guidance manual. Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with implementation of the proposed project.

Deliverable(s):

» The noise and vibration analysis will be summarized in the environmental document with technical modeling included as an appendix

5.3.3 VMT Screening Evaluation and Focused Traffic Assessment

As subconsultant to PlaceWorks, Fehr & Peers will prepare a CEQA Transportation Technical Memorandum that can serve as an appendix to the EIR Addendum. The CEQA transportation analysis will be based on the "Appendix G" checklist from the CEQA Statutes & Guidelines, which poses the following transportation-related questions:

Section XVII. Transportation; would the Project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
d) Result in inadequate emergency access?

Section XVII(b) pertains to the VMT metrics of the Project. The Riverside County Transportation Model (RIVCOM) will be used to forecast VMT with the growth and land use changes proposed in the Specific Plan. It will be updated to reflect the Specific Plan based on the proposed changes to the socioeconomic data (households, population, jobs) associated with the Plan. The RIVCOM Model will be used to estimate VMT for the General Plan EIR versus the implementation of the Specific Plan. The remaining Section XVII "Appendix G" questions as they apply to the Project will be addressed in the CEQA Transportation Memo, with supporting analysis if necessary.

Deliverable(s):
» CEQA Transportation Technical Memorandum

5.4 SB 18 Tribal Consultation

Please note that, unlike other CEQA documents (e.g., EIR, MND), an Addendum does not require a public review period. Because of this, AB 52 Tribal Consultation is not triggered by an addendum—only by documents with formal public noticing or public review, such as an MND or EIR. However, SB 18 tribal consultation is linked to consideration of the specific plan adoption and will be required for the project. PlaceWorks will coordinate with the City and the Native American Heritage Commission (NAHC) to determine which need to be contacted. PlaceWorks will draft the template consultation letters on behalf of the City and submit them to City staff for review and use. PlaceWorks will coordinate with the City to print the final letters on agency letterhead and send them to the tribes. PlaceWorks can assist with the consultation, but the expectation is that the City will take the lead with the tribes.

Deliverable(s):
» Draft SB 18 Tribal Consultation Letters

5.5 Project Description

A key element of our approach involves the development of a clear description of the proposed Specific Plan. It is critical that the project description meets the requirements of CEQA by providing a clear, concise description of all project activities while still allowing for some level of flexibility to develop final project details. .

CEQA Guidelines Section 15124 indicates that the project description should contain precise boundaries and location, a clearly written statement of objectives, and a general description of the project characteristics and supporting public service facilities. Section 15124 requires that the project description not supply extensive detail beyond that needed for evaluation and review of the environmental impacts. A logical, concise, and organized project description sets the tone and structure of the entire EIR Addendum, supports technical studies, and is essential to developing a robust and defensible EIR Addendum. To achieve these fundamental requirements, PlaceWorks will develop a comprehensive project description detailing each component of the project.

We will work with the City and the project team to prepare a thorough project description that addresses all important elements and activities of the proposed specific plan and that will form the foundation for the analysis to be undertaken in the EIR Addendum and all accompanying technical studies.

PlaceWorks will submit the draft project description to the City for review. For budgeting purposes of this proposal, we assume one round of review of the project description by the City will be necessary.

Deliverable(s):
» Draft and final project description, in digital format (MS Word and PDF)

5.6 EIR Addendum

5.6.1 Administrative Draft EIR Addendum

PlaceWorks will prepare an Addendum to General Plan Update EIR in conformance with CEQA, the CEQA guidelines (Section 15164), and the Eastvale CEQA Procedures. The Addendum will: 1) focus on the proposed

changes to the adopted development land use intensities analyzed in the General Plan Update EIR; and 2) update the environmental conditions for each of the environmental topics that were evaluated in the General Plan Update EIR to determine if there are any changes in circumstances that would result in any new significant impacts not previously identified.

The Addendum will include a completed environmental checklist and associated discussion that compares the proposed specific plan with the assumptions in the General Plan Update EIR. We will use our standard Initial Study environmental checklist form and include findings as to the environmental effects of the proposed specific plan in comparison with the findings of the General Plan Update EIR. The Addendum will include the following contents: Introduction, Environmental Setting, Project Description, Environmental Checklist (based on Appendix G of the CEQA Guidelines), Environmental Analysis, List of Preparers, References, and Appendices.

The completed administrative draft EIR Addendum will be submitted to City staff for review and comment. PlaceWorks' project management team will meet with City staff to discuss and resolve any major areas of concern in the administrative draft or to clarify areas of misunderstanding, etc. Follow-up with City staff will be conducted as necessary to respond to comments.

For budgeting the purposes of this proposal, we assume that one round of review of the administrative draft EIR Addendum by City staff will be necessary. Modification to the scope of work, budget, and time frame may be necessary if additional administrative draft reviews are required.

Deliverable(s):

» Administrative Draft EIR Addendum, in digital format (MS Word and PDF)

5.6.2 Proof-Check Draft EIR Addendum

PlaceWorks will edit the administrative draft EIR Addendum upon receipt of any final review comments from City and prepare the proof-check draft EIR Addendum. The proof-check draft EIR Addendum will be submitted to the City for review to ensure that all comments have been addressed.

Deliverable(s):

» Proof-Check Draft EIR Addendum, in digital format (MS Word and PDF)

5.6.3 Final Draft EIR Addendum and Notice of Determination

Upon approval of the proof-check draft Addendum, we will prepare the final draft EIR Addendum and submit it to the City for consideration by the Eastvale Planning Commission and City Council. Also, within five days of the final EIR Addendum certification by the Eastvale City Council, PlaceWorks will prepare the Notice of Determination (NOD) and file it with the Los Angeles County Clerk. The NOD and accompanying administrative filing fee (fee for NODs is $50) will be hand delivered so that there is a record of receipt. Filing of the NOD with the County Clerk will be accompanied by the NOD filing receipt from the General Plan Update EIR to show that the CDFW filing fee was already paid. PlaceWorks will also post the NOD to the California Governor's Office of Land Use and Climate Innovation's (LCI) CEQAnet using the LCI process for uploading documents.

Deliverable(s):

» Final EIR Addendum and Notice of Determination, in digital format (MS Word and PDF)
» Post NOD with county clerk and LCI's CEQAnet

Task 6. Public Hearings and Plan Adoption

6.1 Planning Commission and City Council Hearings

In addition to the Study Sessions identified in Task 3, the PlaceWorks team will prepare for and attend three Planning Commission Hearings and two City Council Hearings for adoption of the Chandler Area Specific Plan and associated CEQA documentation.

Deliverable(s):

» Preparation for and attendance at up to 3 Planning Commission Hearings and 2 City Council Hearings (includes presentation of materials).

Task 7. Project Management

7.1 Meetings and Coordination

A successful project requires coordination and communication. PlaceWorks will lead the day-to-day project management for the Chandler Area Specific Plan. Regular communication via Zoom calls and email will ensure all members of the team are in the know. For purposes of the budget we have assumed bi-weekly calls for the duration of the project as identified on our Schedule. We will establish a protocol for email communication, identifying who from the City and the consultant team will be part of the communication. Our project manager will use a variety of tools, including an ongoing budget and schedule tracking template to ensure we stay on track. This task also includes time for subconsultants to participate in meeting with PlaceWorks and/or City staff, as well as outside agency coordination (for coordination, data, and review that will not be addressed in Task 3.3).

Deliverable(s):

» Meeting agendas and summaries, maintain schedule, budget tracking, and invoice reporting.

Schedule

The following schedule proposes a two-year timeline for thoughtful outreach, creation and adoption of the Specific Plan, and CEQA. Given the amount of outreach for this project, we feel that we have proposed a feasible time frame. If staff would like to explore ways to shorten the schedule, we could explore options during our kick-off meeting (Task 1.1) and creation of the Public Engagement Plan (Task 3.1).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--01-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Starr Surplus Lines Insurance Company — 13604 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** HDI Global Specialty SE **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002826685-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X BI & PD Ded. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			1000068067251 *See Acord 101 for GL XS	07/15/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 1,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 1,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-1N96406A-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductibles	$ 1,000,000 $ $ $ $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7K728676-25-43-G	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			FRS-H-P-PL-00013383-01	07/15/2025	07/01/2026	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Eastvale, and its respective elected and appointed officers, officials, and employees and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Eastvale
12363 Limonite Avenue
Suite 910
Eastvale, CA 91752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN115158923
LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:
7/1/99 - Planning Center, Inc.
1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

Excess General Liability
Policy: 1000338168251
Carrier: Starr Surplus Lines Insurance Company
Effective Date:07/15/2025
Expiration Date:07/01/2026
Per Occurrence Limit: $5,000,000
Aggregate Limit: $5,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS :**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY AND WAIVER OF SUBROGATION AMENDATORY ENDORSEMENT

Policy Number: 1000068067251 **Effective Date:** 07/15/2025 at 12:01 A.M.
Named Insured: Placeworks, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):
Where Required By Written Contract

It is hereby agreed as follows:

1. **SECTION II - WHO IS AN INSURED** is amended to include the following:

   a. Any person(s) or organization(s) that you are required to include as an additional insured under this policy by written contract or written agreement or that is listed in the **SCHEDULE** above is an additional insured under this policy. Such additional insured status applies only with respect to liability arising out of "your work" for or on behalf of that person(s) or organization(s) pursuant to such written contract or written agreement.

   However, the insurance afforded to such additional insured(s):

   (1) only applies to the extent permitted by law; and

   (2) will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured(s).

   b. With respect to the insurance afforded to the additional insured(s), **SECTION III – LIMITS OF INSURANCE** is amended to include the following:

   The most we will pay on behalf of the additional insured(s) is the amount of insurance:

   (1) Required by the contract or agreement; or

   (2) Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to

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include the following, which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include the following:

We waive any right of recovery against any person or organization, because of any payment we make under this policy, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

All other terms and conditions of the policy remain unchanged.

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Starr Surplus Lines Insurance Company

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Policy Number: 1000068067251 **Effective Date:** 07/15/2025 at 12:01 A.M.
Named Insured: Placeworks, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Where required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 003

POLICY NUMBER: UB-7K728676-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
CITY OF GALT 495 INDUSTRIAL DRIVE GALT, CA 95632

The PlaceWorks Team

City of Eastvale Chandler Specific Plan

REVISED COST PROPOSAL

	PLACEWORKS																					SUBCONSULTANTS				
	SCHWAB	GULLEY	ASHLOCK	SHIMANUKI			MAZUR	DiPIERRO	DURAND	ESTRADA	CASTRO	GARNER	SHIELDS	VANG	EL CHAMMAS PE	MILLER	PARKS	PHAM				Fuscoe	Fehr & Peers			
Title	Associate Principal	Managing Principal	Principal	Associate	Designer	Project Planner	Associate Principal	Project Planner	Principal	Senior Associate	Project Planner	Associate	Senior Associate	Senior Associate	Senior Engineer	Project Planner	Associate	Planner								
Role:	*PiC/PM*	*Principal Advisor*	*Site Planning and Design*	*Assistant PM*	*Graphics*	*Outreach*	*GIS Lead*	*GIS*	*CEQA Principal*	*Project Manager*	*CEQA Planner*	*CEQA Planner*	*Noise Lead*	*AQ/GHG, Energy Lead*	*Hydro/WQ Lead*	*CEQA Planner*	*AQ/GHG, Energy*	*Noise*	*CEQA Graphics*	*Technical Editing*	*WP/ Clerical*	*Civil/ Infrastructure*	*Traffic, Parking, and Mobility*	8% Subconsultant Markup	Subconsultant Total	TOTAL TASK BUDGET
Hourly Rate:	**$270**	**$290**	**$275**	**$170**	**$150**	**$150**	**$260**	**$155**	**$280**	**$260**	**$150**	**$195**	**$260**	**$250**	**$240**	**$165**	**$185**	**$150**	**$135**	**$165**	**$145**					
TASK 1. Project Initiation																										
1.1 Kick-off Meeting and Site Tour	8	6		8																						
1.2 Parcel Data and Document Request	2			4		4	10	20																		
Task 1. Subtotal	**10**	**6**	**0**	**12**	**0**	**4**	**10**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**62**	**$12,780**	**$1,500**	**$1,165**	**$213**	**$2,878**	**$15,658**
TASK 2. Existing Conditions																										
2.1 Existing Land Use	18	4		20	10	10	4	10												4						
2.2 Existing Mobility	4			4			4	10																		
2.3 Existing Infrastructure	4			4			4	10																		
2.4 Story Map	8			18	10		10	30												8						
Task 2. Subtotal	**34**	**4**	**0**	**46**	**20**	**10**	**22**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**208**	**$39,660**	**$30,900**	**$26,185**	**$4,567**	**$61,652**	**$101,312**
TASK 3. Community and Agency Engagement																										
3.1 Public Engagement Plan and Meeting with City Staff	8	4		8		8														4						
3.2 Materials, Website, and Social Media	16			60	60	80																				
3.3 Agency Stakeholder Meetings	40	20		60																						
3.4 Developer and Other Stakeholder Meetings	20		10	32																						
3.5 Advisory Committee	40	20																								
3.6 Public Engagement Meetings (3)	40		20	80	80	30																				
3.7 Vision and Guiding Principles	10	8		10	10	10																				
Task 3. Subtotal	**174**	**52**	**30**	**250**	**150**	**128**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**788**	**$155,170**	**$2,000**	**$12,035**	**$1,123**	**$15,158**	**$170,328**
TASK 4. Specific Plan																										
4.1 Land Use Alternatives	16	8	20	20	40			5																		
4.2 Prefered Plan	16	8	12	20				10																		
4.3 Specific Plan Format and Outline	20			40	20																					
4.4 Draft Specific Plan	120	40	10	120	80	80		40												10	15					
4.5 Specific Plan Review and Edits	16	8	8	40	20	20		10																		
Task 4. Subtotal	**188**	**64**	**50**	**240**	**160**	**100**	**0**	**65**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**15**	**892**	**$176,770**	**$24,000**	**$21,810**	**$3,665**	**$49,475**	**$226,245**
TASK 5. CEQA																										
5.1 CEQA Initiation, Meetings and Hearings									10	18																
5.2 Project Management and Coordination									12	32																
5.3 Technical Studies																										
5.3.1 Air Quality, Energy and GHG Analysis (OPTIONAL)																										
5.3.2 Noise and Vibration Assessment (OPTIONAL)																										
5.3.3 VMT Screening Evaluation and Focused Traffic Assessment (OPTIONAL)																										
5.4 SB 18 Tribal Consultation										1	8															
5.5 Project Description									2	8	24								4	2	2					
5.6 EIR Addendum																										
5.6.1 Admin Draft EIR Addendum (includes 1 round of review)									8	16	60	30			10	32			8	12	8					
5.6.2 Proof Check Draft EIR Addendum									2	6	16								2		2					
5.6.3 Final Draft EIR Addendum and Notice of Determination									2	4	8										8					
Task 5. Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**	**85**	**116**	**30**	**0**	**0**	**10**	**32**	**0**	**0**	**14**	**14**	**20**	**357**	**$70,210**	**$0**	**$0**	**$0**	**$0**	**$70,210**
TASK 6. Adoption and Hearings																										
6.1 Planning Commission and City Council Hearings	50	10		40					8																	
Task 6. Subtotal	**50**	**10**	**0**	**40**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**108**	**$25,440**	**$0**	**$9,865**	**$789**	**$10,654**	**$36,094**
TASK 7. Project Management																										
7.1 Meetings and Coordination	48	8	8	48																						
Task 7. Subtotal	**48**	**8**	**8**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**112**	**$25,640**	**$8,900**	**$8,530**	**$1,394**	**$18,824**	**$44,464**
Labor Hours Total	**504**	**144**	**88**	**636**	**330**	**242**	**32**	**145**	**44**	**85**	**116**	**30**	**0**	**0**	**10**	**32**	**0**	**0**	**14**	**40**	**35**	**2527**						
Labor Dollars Total	**$136,080**	**$41,760**	**$24,200**	**$108,120**	**$49,500**	**$36,300**	**$8,320**	**$22,475**	**$12,320**	**$22,100**	**$17,400**	**$5,850**	**$0**	**$0**	**$2,400**	**$5,280**	**$0**	**$0**	**$1,890**	**$6,600**	**$5,075**	**2527**	**$505,670**	**$67,300**	**$79,590**		**$158,641**	**$664,311**
PlaceWorks Percent of Total Labor	19.9%	5.7%	3.5%	25.2%	13.1%	9.6%	1.3%	5.7%	1.7%	3.4%	4.6%	1.2%	0.0%	0.0%	0.4%	1.3%	0.0%	0.0%	0.6%	1.6%	1.4%	100.0%						
REIMBURSABLE EXPENSES																										
PlaceWorks Reimbursable Expenses																										$8,932
Subconsultants' Reimbursable Expenses																								$2,000		$2,000
Contingency (REMOVED)																										$0
EXPENSES TOTAL																										$10,932
GRAND TOTAL																										**$675,243**

OPTIONAL:

Open House	$15,000
Decision Maker Study Sessions	$8,000
Key Intersection Operational Analysis	$21,000
Air Quality, Energy and GHG Analysis	$15,175
Noise and Vibration Assessment	$11,930
VMT Screening Evaluation and Focused Traffic Assessment	$28,652
	$99,757
With Optional Tasks	**$775,000**

PLACEWORKS

City of Eastvale
Chandler Specific Plan

PROPOSAL IN RESPONSE TO RFP NO. 25-120PG • DUE: AUGUST 18, 2025











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Chandler
TRUCK ROUTE



C.
EXECUTIVE SUMMARY





C. EXECUTIVE SUMMARY

The Chandler Specific Plan proposal is a complete response to the required contents and format of the Request for Proposal.

Proposer Background and Experience includes the company background information for each of the firms on the PlaceWorks Team. In addition, we have included the most relevant and recent projects that demonstrate our experience and ability to undertake this important project for the City.

In *Project Understanding*, we highlighted our knowledge of the area, the needs, and the City's goals. We also included what we believe will be key factors in creating a specific plan that will be successfully implemented. As we have noted throughout this proposal, Chandler is a special area that deserves special attention. Under the approach to this project, described below, we describe how we will undertake the community outreach process, the preparation of the Specific Plan, and compliance with CEQA through an addendum to the General Plan EIR.

Staffing and Organization includes the staff members dedicated to this effort, along with their roles. We will abide by the requirements not to make changes to key staff without approval from the City.

Project Work Plan and Schedule includes a detailed scope of work for each task and the deliverables to be prepared. Based on the scope elements provided in the RFP, we crafted a work plan based on our experience and the needs of this community. We understand how tasks may need to evolve to better address the issues or opportunities, and we are committed to working closely with the City on how best to make that happen within the schedule and budget. We offer several optional tasks to bolster the outreach and communication with elected and appointed officials. The proposed schedule is streamlined, based on our knowledge of the area, the General Plan and EIR, and the background data needed to analyze the area.

Our *Cost Proposal* includes a detailed budget for each task in the Scope of Work. The anticipated hours for each member of the team are identified. The hours may vary between team members on a particular task, depending on what is ultimately needed to develop the ideas and prepare the deliverables. The cost proposal includes a contingency of $20,000, which could be used to cover any additional public meetings or deliverables. There are three optional tasks shown at the bottom of the cost table for your consideration. The anticipated reimbursable expenses are described in the cost proposal, but do not include any travel-related expenses as noted in the RFP.

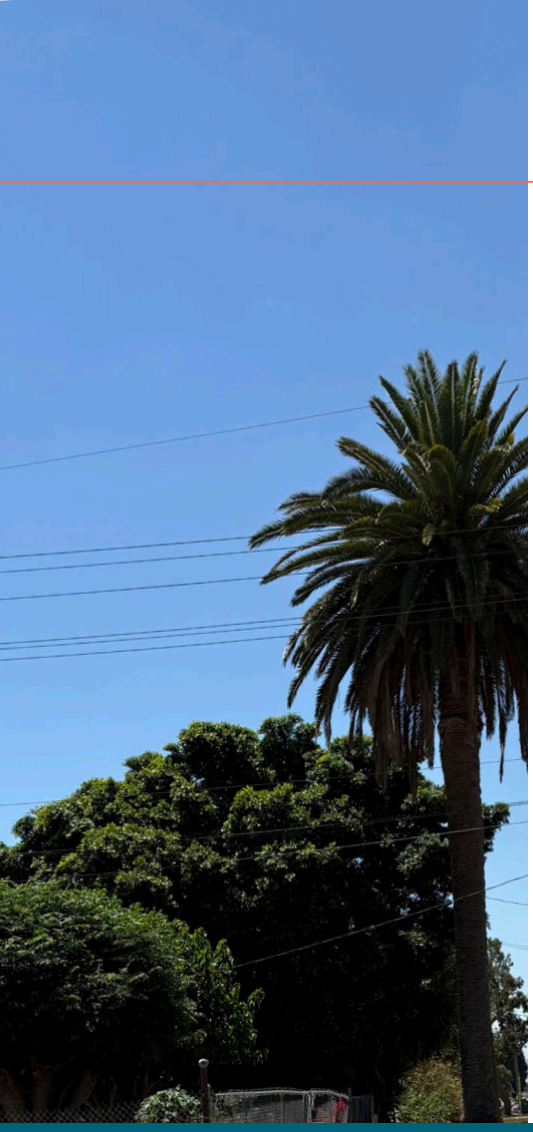


Client References for relevant projects and insights into our ability to lead and conduct this work program are provided as identified in the RFP.

Contained in the *Appendices* are: 1) Resumes; 2) Our Sample Project: "Experience" Feasibility Study, prepared for Western Riverside Council of Governments (WRCOG); and 3) Letters of Reference.

As instructed in the RFP, the last section contains signed and completed *Certifications* (RFP Attachments A through D).





D. PROPOSER BACKGROUND AND EXPERIENCE




MOUNTAIN VIEW PARK
JCSD

D. PROPOSER BACKGROUND AND EXPERIENCE

Who We Are

PlaceWorks is a 100% employee-owned private consulting firm serving public, private-sector, and nonprofit clients in the general fields of planning, design, and environmental services. Celebrating our 50th anniversary this year, PlaceWorks began as a single office in Orange County. For five decades, we have provided high quality services and products to our clients and their communities as part of our mission to help create great places. We currently employ a staff of approximately 150 people in six offices statewide. This project will be managed and predominantly staffed by team members in our Orange County office, however, we also have a full, local branch office with meeting space in Chino, just 25 minutes from City Hall.

PlaceWorks holds the distinction of having prepared more than 450 specific plans (most with associated CEQA review), well over 150 general plans, and hundreds of housing elements statewide. Our vast experience and technical proficiency have given us a keen understanding of the complexities of public policies, project designs, and legal requirements. A summary of our services is provided below.

Community Planning
- Comprehensive Planning, including General Plans, Specific Plans
- Community Outreach
- Housing Research and Analysis
- Zoning and Objective Design Standards
- Infill Planning and Design
- Corridor Planning
- Climate Adaptation and Resiliency
- TOD Planning
- Environmental Justice
- Municipal Services
- Geographic Information Systems
- Creative Media

Design
- Transit-Oriented Design
- Downtown Planning & Design
- Design Standards & Guidelines
- Site Planning
- Large-Scale Planning and Design
- Entitlement Planning & Design
- Strategic Planning

Economics
- Economic, Market & Fiscal Analysis
- Site Selection & Development
- Feasibility Studies
- Transfer of Development Rights

Landscape Architecture
- Park, Open Space, Trails Conceptual Design and Management of Project Teams for Plans, Specifications, and Estimates
- Streetscape Design
- Urban Forestry
- Storm Water Management
- Open Space Inventory
- Water Conservation
- Outdoor Environment Design
- Evidence-Based Design

Environmental Services
- CEQA/NEPA Documentation
- Third-Party Peer Review
- Technical Studies, including:
  - » Air Quality
  - » Greenhouse Gas Emissions (GHG)
  - » Energy
  - » Noise, Vibration & Acoustics
  - » Hydrology & Water Quality/ Supply
  - » Health Risk Assessments
  - » Wildfire & Safety
  - » Visual Impact Analyses
- Regulatory Compliance

PLACEWORKS

Company Ownership

Company Type: 100% Employee-Owned California C-Corporation

Incorporated: September 5, 1975

Office Locations

Santa Ana (HQ)

Inland Empire

Los Angeles

San Luis Obispo

Berkeley

Sacramento

Primary Contact/Principal in Charge

Suzanne Schwab AICP
Associate Principal
3 MacArthur Place, Suite 1100
Santa Ana CA 92707
714.966.9220
sschwab@placeworks.com

Website

www.placeworks.com

Our Team's Relevant Key Capabilities

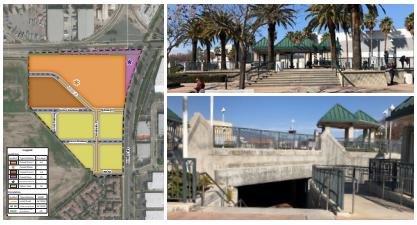


At PlaceWorks, we blend vision and passion with pragmatic thinking. We are a talented, multidisciplinary team that thrives on bringing together a variety of perspectives to tackle complex problems. Even though each problem is unique, we draw from a rich palette of experience to address the environmental, social, economic, and political implications of planning and urban design. We develop context-sensitive solutions, providing creativity and innovation grounded in systems-based thinking. We recognize project constraints and believe that every challenge offers unique opportunities for those with the spirit to explore and collaborate. Our diverse experience—land use planning, urban design, environmental studies, and policy development and analysis—allows us to operate from an integrated perspective and process.

GOODMAN COMMERCE CENTER SPECIFIC PLAN
An Ideal Location for Retail and Employment



THE CUCAMONGA STATION PLAN
Preparing for a Significant Transit Hub in the Inland Empire





Our Hallmark—Specific Plans That Result in Swift Change. PlaceWorks is at the forefront of the specific planning practice and has completed more than 450 specific plans for small, medium, and large cities throughout California, including plans for new mixed-use communities and neighborhoods, transit station area plans, downtowns, areas undergoing significant transformation and reuse, and along underperforming commercial corridors. We focus on laying the groundwork for slow, steady change in the urban fabric and on integrating public realm improvements that foster quality places and encourage alternative travel modes.

Master Planning, Urban Design, and Placemaking. PlaceWorks is at the forefront of both greenfield neighborhood planning and design and urban planning in our built-out communities, with many projects on the ground today. Together our designers use their expertise to craft plans that allow for adaptive reuse, integrate transit and streetscape networks, carefully consider building design and placement, respect nature, and provide activated/curated open spaces.

Award-Winning Community Outreach and Engagement. PlaceWorks is invested in producing plans that are adoptable and implementable, but also in developing open, engaging, and interactive processes that truly incorporate feedback from the public. Our work is founded on the principle that the success of a project lies with the ownership and involvement of community members. We integrate technical expertise with a community-based approach, developing a thorough understanding of the issues and challenges relevant to each community.

Zoning. PlaceWorks has prepared zoning and form-based code updates and overlays for communities throughout California. These codes are highly customized to each community, and we work closely with clients to identify the approach that will most effectively achieve the city's and community's objectives. We incorporate best practices and innovative

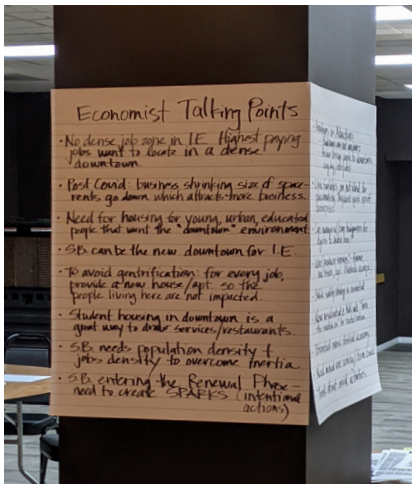
tools from all approaches to zoning, including form-based codes, conventional zoning codes, and performance zoning.

Economic, Market, and Fiscal Analysis. PlaceWorks crafts plans, policies, and development projects that are grounded in regional and global economic realities. We help clients leverage market forces to achieve their goals. And most importantly, we help jurisdictions to overcome existing challenges and help communities create visionary plans that capitalize on the possibilities, not just past trends. This work helps communities to bridge the gap between long-range planning policies and economic development—with community organizations and special districts to fund and implement priority projects, and with developers to guide project decision-making and obtain entitlements based on sound economic and market analysis.

Planning for Housing Production. The PlaceWorks team offers decades of experience developing hundreds of comprehensive plans and regulatory documents intended to promote housing development. Our work at the nexus of land use policy and housing spans a diverse range of socioeconomic contexts and geographic regions and has been applied to the full spectrum of community types throughout California. We have also engaged in several recent projects to create objective streamlined standards and developed a menu of strategies to help local jurisdictions achieve consistency with SB 35, SB 167, SB 166, and more. Our staff has spent decades supporting local agencies for HCD compliance.

CEQA Environmental Planning. CEQA Planning. PlaceWorks has a robust stand-alone practice in environmental review under both CEQA and NEPA, offering the full range of project-related environmental review services. Our environmental consulting work is rooted in a deep and sincere commitment to the environment, which is reflected in the thoroughness of our research and the quality of our documents. Our efforts reflect an understanding not only of the physical environment, but public policy and aesthetic issues.

Expert Project Management. PlaceWorks has a strong track record of managing complex projects with multiple subconsultants and layers of administration. We use monthly long-term staffing plans, weekly individual staff allocations, project completion-to-budget-remaining calculations, dual Project Manager/Principal-in-Charge invoicing reviews, and weekly, monthly, and quarterly check-ins with all staff to ensure on-time, on-budget, and high-quality performance throughout the project.



"PlaceWorks has carefully and skillfully guided our City through housing element updates, specific plans, and our most recent comprehensive general plan update.

During the span of my career I have had the opportunity to work with numerous consulting firms. PlaceWorks stands above the competition. They excel in the areas that are most important: breadth of experience, accuracy, credibility, responsiveness, flexibility, and a commitment to providing outstanding service. They listen to their clients and they provide solutions. They excel in communications and bringing all of the stakeholders to a project."

— Steve Ratkay
former Westminster Planning Manager

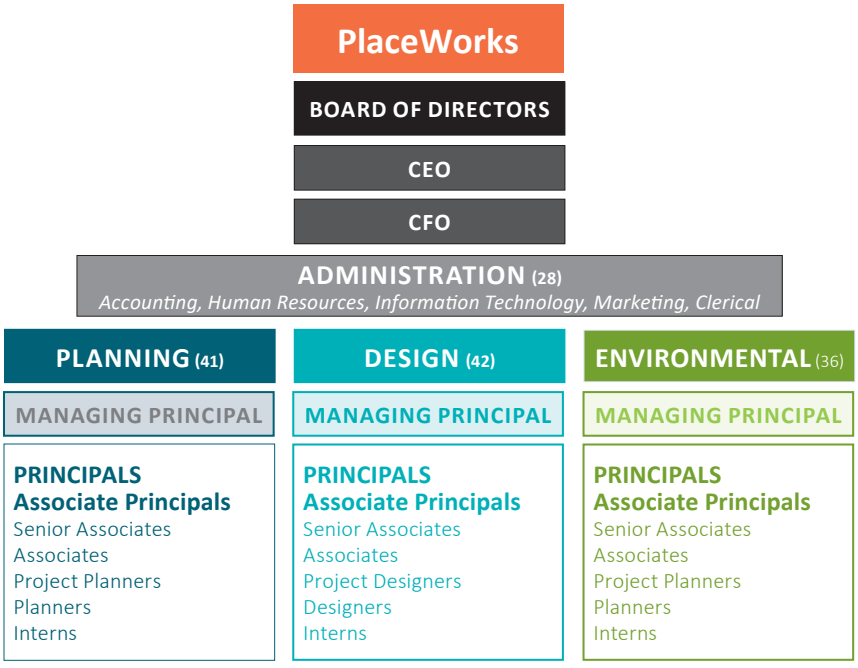
> *"As a result of the dedication of PlaceWorks and its collaboration with the City, the project generated unanimous support and consensus from the Planning Commission and City Council. As stated by one of our council members, "I think it's the most important project that this council can get behind for the next 10 to 15 years and it will redefine the future of our City's economic viability and quality of life."*
>
> **— Steven A. Mendoza**
> former Los Alamitos Community Development Director, now City of Santa Ana

Financial Condition, Strength, Stability

PlaceWorks, Inc. is a financially stable company certified as active and "in good standing" with the California Secretary of State. During our 50 years in business, PlaceWorks has never filed for bankruptcy. The firm has no current or pending litigation, no contract defaults (never terminated for cause), and no planned office closures. We are not in any merger/acquisition discussions, nor do we have plans to be. In fact, we recently became 100% employee owned. Further, PlaceWorks' steady and strong backlog spans all sectors (mostly public), and with a broad range of client types statewide. We are not dependent on a single or a few large contracts. Careful financial management, the wide range of services we provide, and this general mix of a client base have proven to be a successful combination in helping the firm weather the many economic downturns of the past five decades.

Organizational Structure

As noted above, PlaceWorks is a 100% employee-owned California C-Corporation, and as such, we have a Board of Directors that is made up of three internal principals and currently three outside board members. Leaders and staff members fall into one of four major teams, as shown below (number of staff per team in parentheses). Our Chief Executive Officer leads the administrative team, and there is one Managing Principal leading each of the professional teams: Community Planning, Design, and Environmental Services.



Workload Management/Staff Resources

PlaceWorks maintains an internal workload management database whereby we carefully balance staffing assignments to ensure that adequate staff, time, and resources are available to complete projects on schedule. Project Managers forecast hours required by team members each month, resulting in a long-term staffing sheet which allows staff to accurately enter weekly project hours using Deltek. During a weekly companywide all-staff meeting, the project hours for every staff member are projected for the entire office to review and discuss. Hours are adjusted to ensure full staff coverage for each project. By the end of the meeting, team members understand exactly what their assignments are and how many hours are allotted for the week. This is an invaluable scheduling tool for Project Managers. In the standing monthly workload meeting, principals and team leaders consider overall capacity based on the past month and future months' projections, and our HR Manager usually attends this meeting.

Cost Controls and Invoicing. PlaceWorks also maintains a rigorous system of budgeting and invoicing. Our project budget sheets are organized by subtask, and include both hours/budgets used, hours/budget available, and percentage of work complete. Deltek facilitates "real time" budget status information. Based on weekly time entries, the Project Manager can use Deltek to monitor the budget status by task, in real time. Monthly invoices are distributed first to Project Managers for review against available budgets and project progress, then rerouted to the project Principals-in-Charge for a second review and approval. Invoices are then returned to accounts receivable with required revisions, and updated drafts distributed to Project Managers for final review before release to clients. PlaceWorks' project managers maintain regular communication with clients. We document decisions in writing to make certain they are clearly understood by team members. Our track record in efficient project management is proven by our ongoing success on projects with critical timelines.

Quality Control. Over years of managing complex projects, PlaceWorks has developed strategies for guaranteeing that our work products are consistently our best quality work, completed within the agreed upon time frame, and aligned with the established budget. We work with our clients to develop critical path schedules in the initial project stages so that project progress is accounted for and monitored consistently. We build adequate internal review time into our deliverable dates, ensuring that submissions have been edited for consistency, style, and completeness.

"PlaceWorks' project managers have consistently communicated complex schedules, efficiently, timely managed tasks, and provided accurate and up-to-date accounting information on their budgets. I highly recommend their services."

— Larry Mainez
Community Development Director,
City of Highland

PlaceWorks has worked repeatedly with 23 of the 24 incorporated cities in San Bernardino County, with 26 of the 28 incorporated cities in Riverside County, and in various unincorporated areas in the Inland Empire.

Our Commitment to Serving Public-Sector Clients. PlaceWorks has served predominantly public-sector clients throughout California since we first opened our doors in September 1975. Celebrating our 50th anniversary this year, we continue to foster meaningful collaboration with county and local jurisdictions, councils of government, transit agencies, educational institutions, and others. We have also been committed to serving the County of San Bernardino and has worked repeatedly with all but one city within the County. The majority of our projects are for repeat clients, and our ongoing success is built on the strength of our reputation

Strategic Direction in Innovation and Technology. PlaceWorks views Artificial Intelligence (AI) as a tool to enhance work and foster innovation, guided by our AI Usage Policy and AI Committee to ensure secure, ethical, and responsible application. AI-generated material created by PlaceWorks is carefully reviewed and confirmed for accuracy by our staff to resolve inaccurate or incomplete information and avoid potential infringement of third-party rights. Our policy prohibits the uploading of sensitive, proprietary, and confidential information to AI platforms, and provides guidance for the use of AI tools at meetings. Finally, draft material and large datasets can only be used in AI platforms that have strict privacy and usage protocols and do not use uploaded material for AI training. PlaceWorks regularly updates its policy to ensure it remains relevant, effective, and reflects AI technology's advancements, best use cases, and the changing landscape.

Relevant Project History

Detailed descriptions of several PlaceWorks recent projects are provided on the following pages. **Suzanne Schwab**, **Karen Gulley**, or both were leaders on the PlaceWorks team for these projects. The PlaceWorks projects are followed by descriptions of a few for our subconsultants.

FAIRVIEW DEVELOPMENTAL CENTER

Specific Plan and EIR

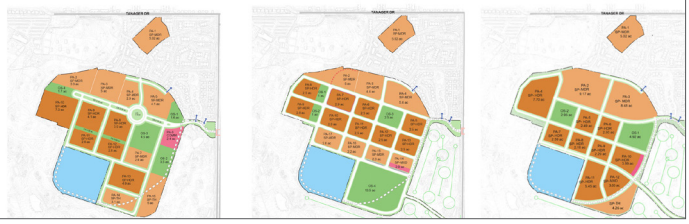




Land Use Concepts

	Concept #1	Concept #2	Concept #3
Residential	2,300 units	3,450 units	4,000 units
Open Space	14.1 acres	18 acres	7.9 acres
Retail/Non-Residential	25,000 sf	25,000 sf	35,000 sf
EOC	15 acres	15 acres	15 acres
Total Specific Plan	114.7 acres	115.9 acres	115.9 acres
Estimated Population	5,744	7,816	10,232

Note: Concepts were developed before finalization of State decisions for the Shelley Circle alignment from Fair to the EOC and the location of the three complex needs homes.





In September 2023, the City of Costa Mesa initiated the preparation of a Specific Plan and Environmental Impact Report to coordinate and facilitate transition of the Fairview Developmental Center (FDC) to a mixed use, mixed-income housing community. The city's 6th-cycle housing element lists the FDC as a housing opportunity site for at least 2,300 housing units—40 percent for very low and low income housing. The FDC Housing Plan is an exciting opportunity for the city to plan for a new mixed-income neighborhood in Costa Mesa.

A key component of this project was a development feasibility analysis based on cost estimates for the demolition, remediation, and construction costs to build out the project. This analysis was a factor in the final unit count and affordability mix to ensure the project would be feasible to build. PlaceWorks and the city worked closely with the State to plan for parts of the property to be dedicated as a state emergency operations center and additional special needs housing.

The PlaceWorks team worked with the community to prepare three different master plan concepts for the 100-acre site, including new roadway systems, a variety of parks and recreation uses, trails, and residential areas that could accommodate a wide range of housing product types.

Location
Costa Mesa, California

Size
114 acres

Client
City of Costa Mesa

Date Completed
In Progress

Services Provided
Community Visioning and Engagement, Specific Plan, Market Feasibility, Existing Conditions Analysis, Environmental Impact Report and Technical Studies

Key Staff: *Gulley (PiC), Schwab (PM), Shimanuki (Designer), Ashlock (Lead Site Designer), Estrada (CEQA), Technical Services Staff, GIS Staff, Fehr & Peers, Fuscoe*

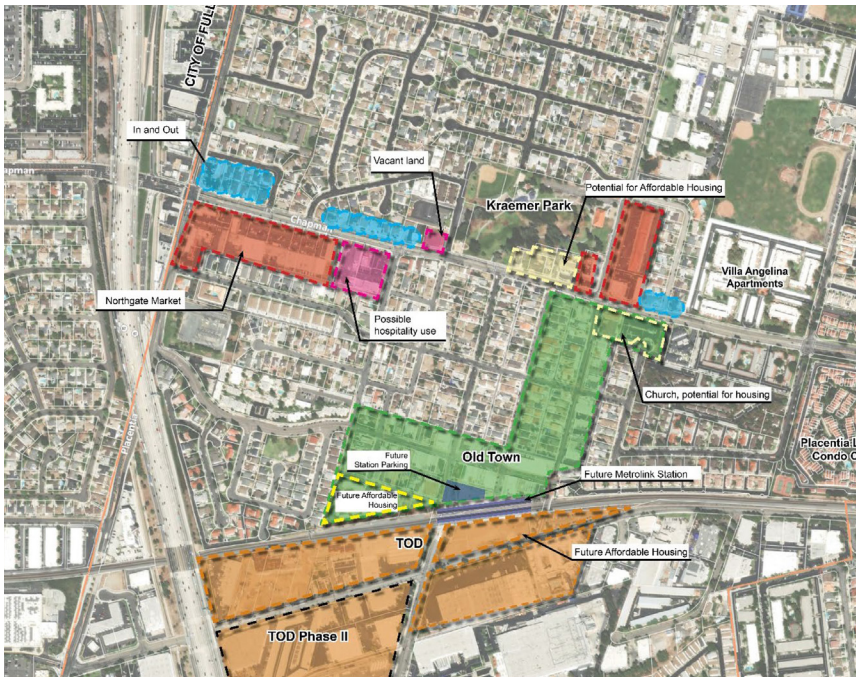
PLACEWORKS

CHAPMAN CORRIDOR REVITALIZATION

Cohesive and Integrated Corridor Development







PlaceWorks created tailored development standards and design guidelines for Chapman Avenue and the immediate neighborhood. By implementing new mixed-use General Plan land use designations, the corridor will allow for an integrated land use pattern that encourages multimodal travel, walkability, mixed-use development, mid-density residential, public/private open space opportunities, and high-quality urban design that incentivizes redevelopment.

The goal is to encourage a network of cohesive development that revitalizes the corridor, provides a path to the Old Town and Packing House Districts, and anchors the westerly city boundary with the City's Civic Center. PlaceWorks is leading community outreach and preparation of this plan, which is expected to be completed in Summer 2025.

Location
Placentia, California

Size
1 linear mile

Client
City of Placentia

Date Completed
In Progress

Services Provided
Community Participation, Transit Planning and Design, Corridor Planning, Graphic Design

Key Staff: *Gulley (PiC), Schwab (PM), Shimanuki (Designer), Technical Services Staff, GIS Staff, Fehr & Peers*

PLACEWORKS

PLACENTIA SP-5 SPECIFIC PLAN AND EIR

Capitalizing on Existing and Future Opportunities









The City of Placentia initiated an update to Specific Plan 5 (SP-5) in 2024 capitalizing on the opportunity to spur economic growth within five miles of Disneyland and OCVIBE. Historically known for its hospitality, business parks, and auto-related industries, the corridor has the potential to evolve into a more vibrant and connected neighborhood. Recent property investment in the area led to entitlement of a mixed-use development signaling that the market is ready in this area. The update aims to allow mixed-use and higher density development with walkable streetscapes, integrated green space and to provide links to the future Metrolink Station. The PlaceWorks team is modernizing development and design standards, and land uses informed by a market study to update SP-5. PlaceWorks will also prepare an EIR to support the project.

Property and stakeholder engagement is key for this project to understand the short-term and long-term potential for the area. Existing hotel and brewery uses are anticipated to remain; property owners, business operators, and developers will be interviewed through the process to best understand the level of investment to expected for near-term and long-term implementation of the plan.

Location
Placentia, California

Size
19 acres

Client
City of Placentia

Date Completed
In Progress

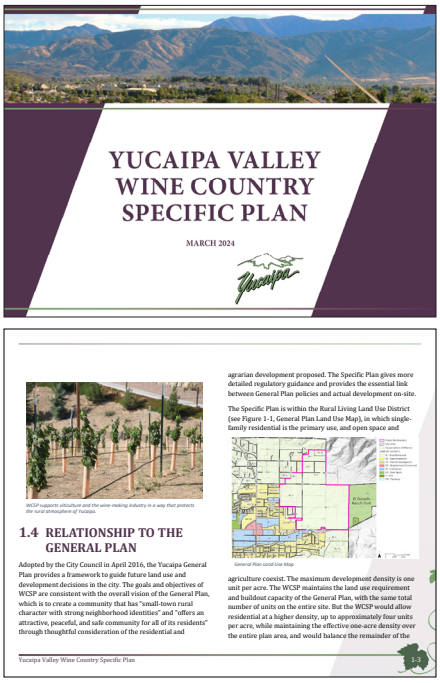
Services Provided
Specific Plan, Market Study, Outreach, EIR

Key Staff: *Gulley (PiC), Schwab (PM), Shimanuki (Designer), Technical Services Staff, GIS Staff, Fehr & Peers, Fuscoe*

PLACEWORKS

WINE COUNTRY SPECIFIC PLAN AND EIR

A New Direction in Yucaipa







The Yucaipa Valley Wine Alliance (YVWA) filed a federal AVA petition to designate the Yucaipa Valley as a federally recognized wine region. The Yucaipa Valley Wine Country Specific Plan (WCSP) area has a desirable microclimate, and its geological landform—mountains surrounding an open valley bisected by Wilson Creek—is a favorable setting for viticulture. The WCSP aims to develop a balanced and resilient community that integrates housing, agriculture, recreation, open space, and employment.

The WCSP has been developed with a thorough analysis of economic and environmental conditions and extensive input from city decision makers, YVWA, and a broad coalition of community members and stakeholders. It allows a maximum of 1,091 residential units, the same total of units permitted in the General Plan, and provides for 465.5 acres of vineyards, wineries, and related uses. It also provides opportunities to create multipurpose trails and open space features.

PlaceWorks also prepared an EIR that analyzed the five phases of the WCSP, which is split 50-50 between residential and nonresidential. The proposed nonresidential land use designations include Agriculture, Riparian Area, and Water District. "Water District" applies to land owned by the Yucaipa Valley Water District, and "Riparian Area" is a buffer for Wilson Creek and its tributaries. With such a large undertaking, the analyses were complex, especially for Biological Resources and Wildfire. The city council approved and certified the Specific Plan and EIR in March 2024 after paring down the number of wineries and agreeing to allow other crops as well as grapes.

Location
Yucaipa, California

Size
1,094 acres

Client
City of Yucaipa

Date Completed
Completed 2024

Services Provided
Specific Plan, Market Study, Economic Impact Study, EIR, Technical Studies: Air Quality, GHG, and Noise

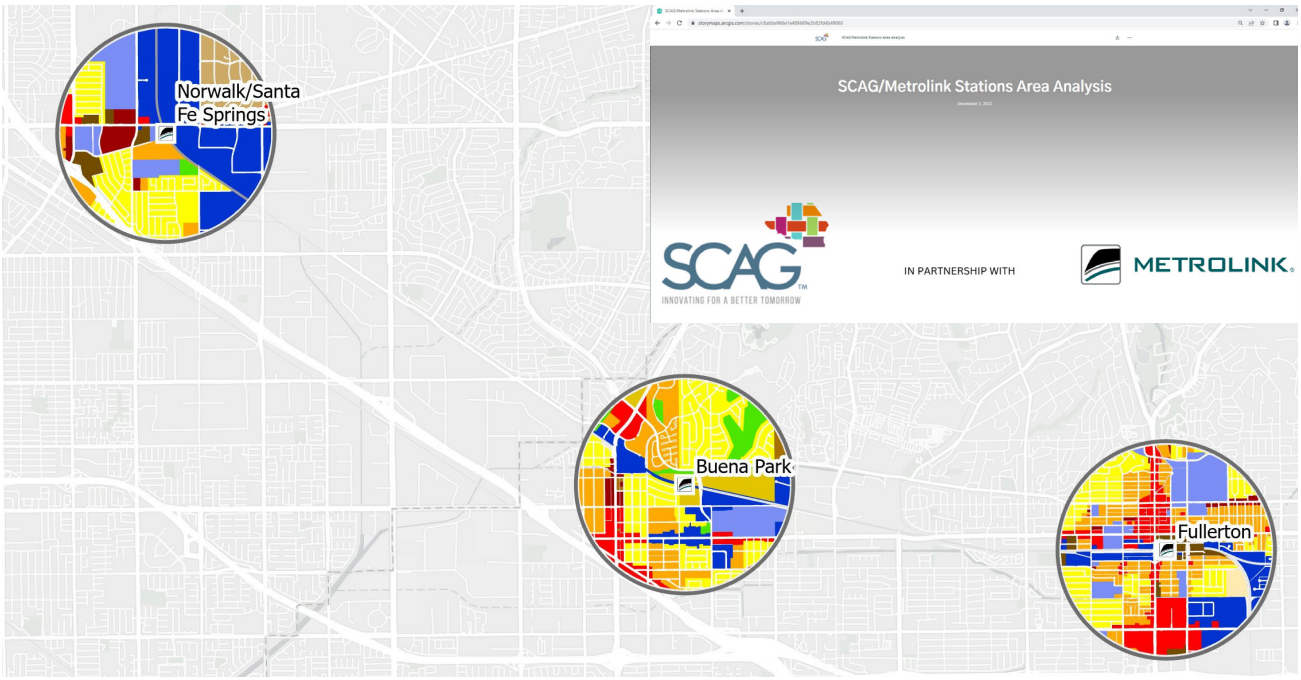
Awards
2024 Award of Excellence, APACA-IE

Key Staff: *Gulley (PiC), Schwab (PM), Technical Services Staff, GIS Staff, Fuscoe*

PLACEWORKS

SCAG METROLINK STATION AREA ANALYSIS

Implementing Connect SoCal and 6th-Cycle Housing Elements



PlaceWorks and BAE have been working with SCAG to analyze Metrolink station areas and find those best suited for transit-oriented development. In Phase 1, all 61 stations were analyzed through GIS metrics such as housing capacity, existing land utilization, and overall development potential. We analyzed all areas and narrowed the list to 32 and then 16 station areas and made a publicly available StoryMap to document the methodology and results. Phase 2 considered information from the cities' certified housing elements and required a commitment to participate in the next phase.

In Phase 3 we will develop land use, infrastructure, and financing strategies in collaboration with up to nine jurisdictions that make the final cut. This project is funded through the Regional Early Action Planning (REAP) grant program and is expected to be complete by December 2023.

With this project, SCAG hopes to fully realize the potential of the Metrolink network to implement policies from the 2020 RTP/SCS, "Connect SoCal." This will help cities implement their new 6th cycle housing elements.

Location
Metrolink Station Areas in 9 jurisdictions within the SCAG region: Buena Park, Corona (North), Fullerton, Laguna Niguel, Oxnard, Pomona, Rancho Cucamonga, Riverside, San Bernardino, California

Size
1 mile radius of 9 Metrolink stations

Client
SCAG

Date Completed
In Progress

Services Provided
GIS Analysis, StoryMap, Land Use and TOD Policy, Housing Element Implementation

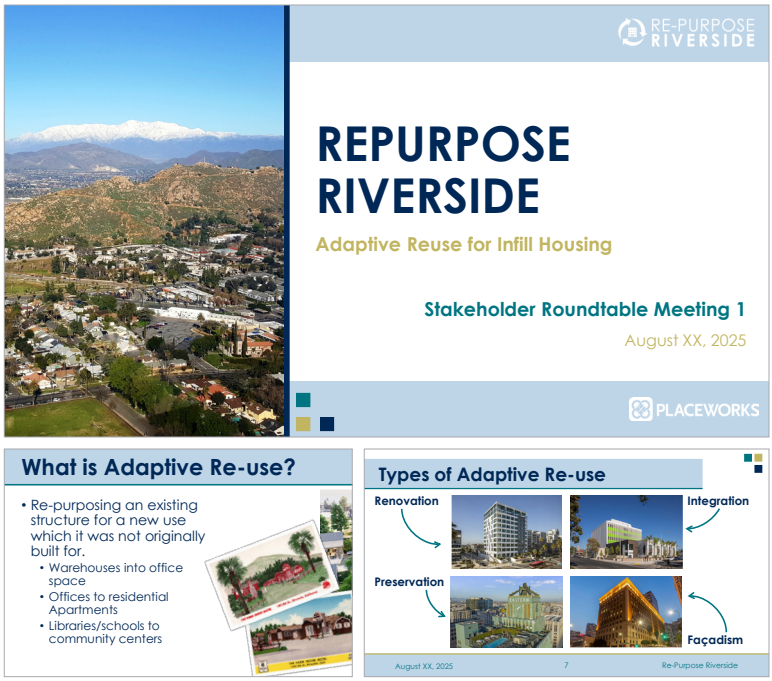
Key Staff: *Gulley (PiC), Schwab (PM), Technical Services Staff, GIS Staff, Fuscoe*

PLACEWORKS

RIVERSIDE ADAPTIVE REUSE ORDINANCE

An Ordinance to Encourange Using Existing Propserties to Create Housing





The Re-Purpose Riverside Adaptive Re-Use project will create an Adaptive Re-use Ordinance to encourage property owners to consider new possibilities with existing development/structures to create new housing. The project will work closely with local stakeholders, including city department representatives, property owners, developers, and local real-estate professionals, to identify opportunity sites for study. Through the process of site selection, the project team will also evaluate the city's code and development processes and compare it with case study cities that are implementing adaptive re-use ordinances (such as Los Angeles and San Francisco).

The project will also involve the community and other important local groups, such as representatives from the artist community, as the project goal is to increase infill housing opportunities. The project team will solicit input and feedback regarding housing needs, appropriate areas or neighborhoods for adaptive re-use and feedback on the draft ordinance.

The adaptive re-use ordinance is particularly important in the city's charge to encourage housing as adaptive re-use is generally considered more sustainable and cost effective. The ordinance will work in such a way that it will reduce barriers as costs, as well as streamline qualifying projects through the development process.

Location
Riverside, California

Size
Citywide

Client
Western Riverside Council of Goverments, City of Riverside

Date Completed
In Progress

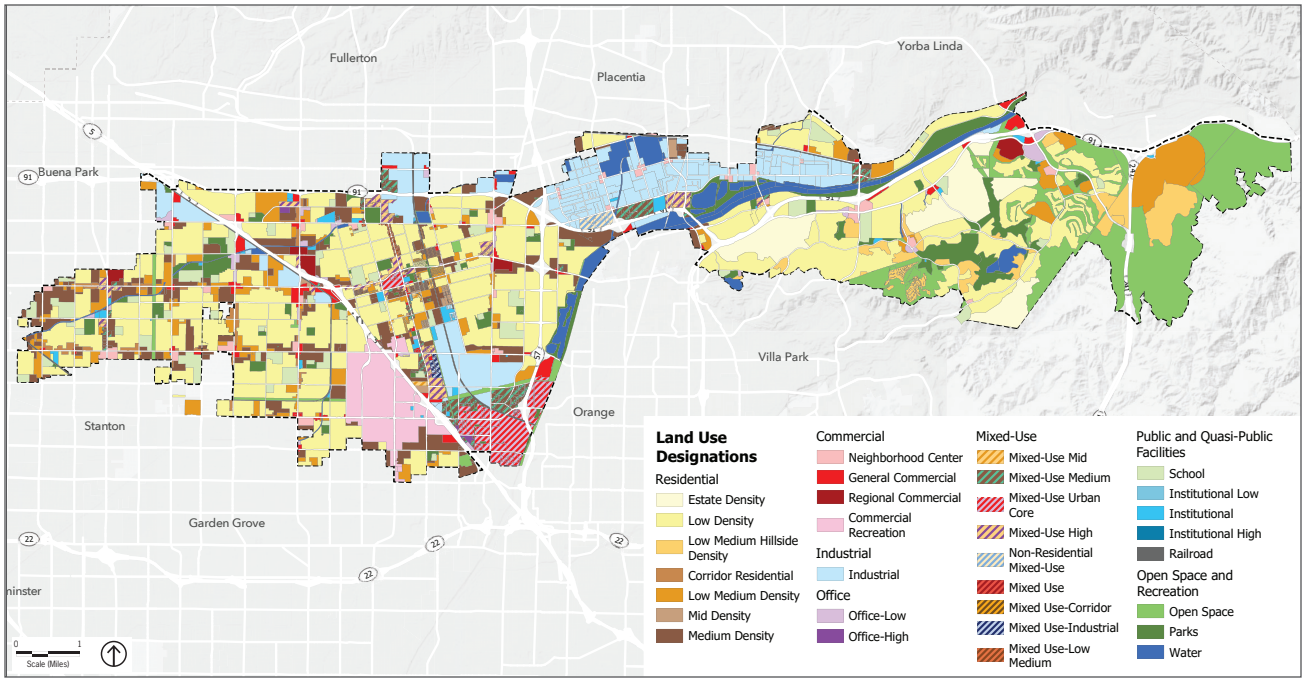
Services Provided
Community Engagement, Technical Site Analysis, Policy Evaluation, Revised Development Code, Educational Materials, Grant Funding Documentation

Key Staff: *Gulley (PiC), Shimanuki (Designer), Ashlock (Lead Designer), GIS Staff*

PLACEWORKS

ANAHEIM GENERAL PLAN UPDATE AND EIR

Planning for the Future



PlaceWorks helped the city updating its zoning code to be consistent with recent changes in state law and 2022 housing element implementation. Implementation actions included rezoning properties throughout the city to accommodate additional housing. The zoning changes triggered a general plan amendment to the land use element to project citywide buildout with about 17,000 additional housing units. PlaceWorks tailored a buildout methodology for future units, population, and jobs. Changes also included special planning areas such as The Resort and OC Vibe.

To comply with changes in state law, PlaceWorks updated zoning code standards for accessory dwelling units and single room occupancy units and density bonus requirements and incentives. We also created customized objective design standards to give developers of multifamily housing projects more certainty about City expectations. Standards included a variety of design features such as frontage types, building separation, and height. These standards bolstered the general plan's community design element.

To support adoption of the housing element, zoning updates, and general plan land use amendments, PlaceWorks also completed an EIR in accordance with CEQA. The EIR includes an innovative set of City-wide Standard Conditions of Approval that are intended to streamline future CEQA review of development projects, provide clarity for future applicants on environmental review requirements, and standardize processes for City reviewing staff.

Location
Anaheim, California

Size
34,000 acres; 100,633 population

Client
City of Anaheim

Date Completed
May 2025

Services Provided
Zoning Code Updates for Housing Element Implementation, Preparation of City-wide Build Out Projections, Objective Desing Standards, General Plan Land Use Element Amendment, EIR

Key Staff: *Gulley (PiC), Schwab (PM), Shimanuki (Designer), Technical Services Staff, GIS Staff, Fehr & Peers*

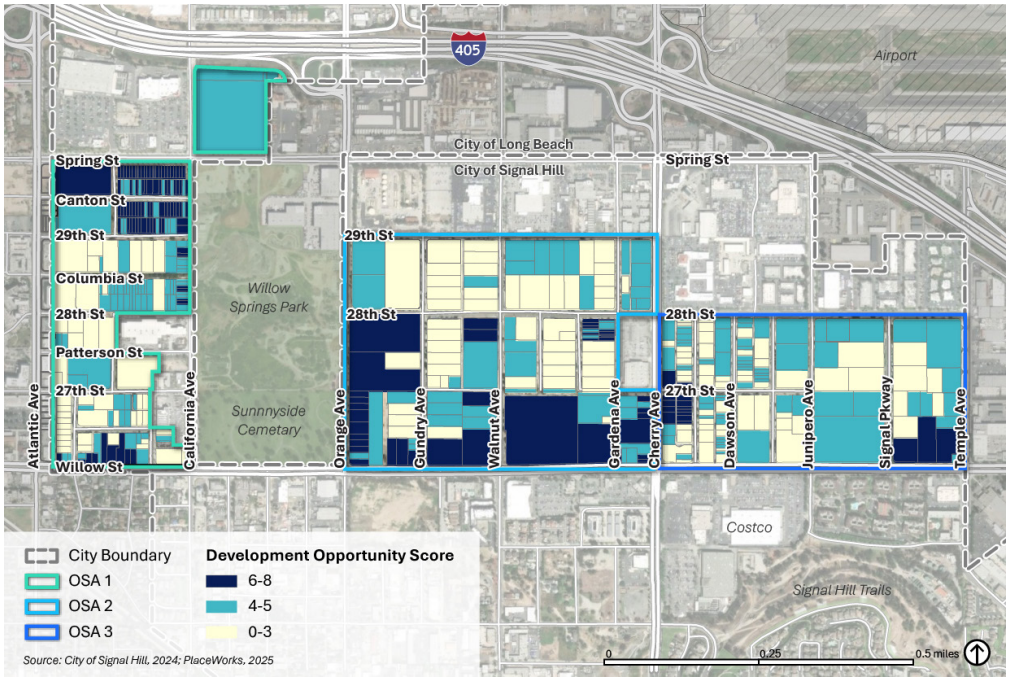
PLACEWORKS

SIGNAL HILL LAND USE STUDIES

Economic Analysis and Land Use Study for Three Proposed Opportunity Areas







The Opportunity Study Areas initiative is designed to drive future redevelopment and economic growth in key underutilized areas of Signal Hill. These areas primarily consist of older industrial properties, office buildings, vacant lots, and minimally developed parcels with expansive storage yards and oil equipment. Many of the sites face challenges such as outdated infrastructure, environmental contamination, or small lot sizes that may require consolidation for viable redevelopment.

PlaceWorks is leading a team to identify near-term and long-term opportunities for change, including an assessment of properties for redevelopment, creation of a generalized land use plan, and establishment of a zoning mechanism (overlay zone) to incentivize development. An area for a central business district will be identified through the process. To position the area for change, a robust stakeholder engagement program has introduced potential new businesses, residential developers, and hotel operators to the Opportunity Study Areas. P11 supports the team with a logo, name, and branding package to assist the city with marketing and economic development efforts. Fuscoe will ensure that infrastructure needs are met (sewer, water, and storm drain) to support land uses changes. A traffic study and the CEQA process will begin in Phase II of the project.

Location
Signal Hill, California

Size
210 acres

Client
City of Signal Hill

Date Completed
In Progress

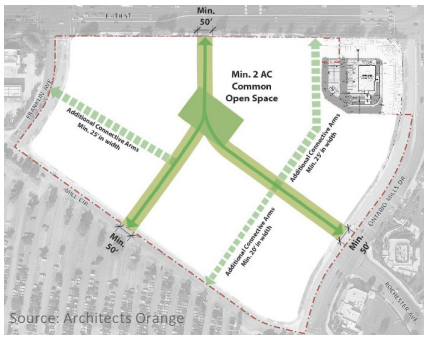
Services Provided
Market Study, Financial Feasibility, Land Use Analysis, Vision, Creation of Overlay Zones

Key Staff: *Gulley (PiC), Schwab (PM), Shimanuki (Designer), Ashlock (Lead Site Designer), Durand (CEQA), Estrada (CEQA), Technical Services Staff, GIS Staff, Fehr & Peers, Fuscoe*

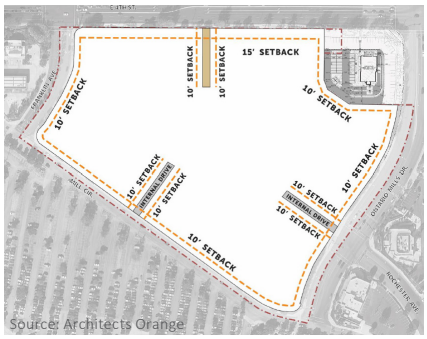
PLACEWORKS

ONTARIO MILLS MIXED-USE PUD AND CEQA

A Streamlined Approach to Environmental Compliance



Source: Architects Orange



Source: Architects Orange



Source: Architects Orange

PlaceWorks is leading a team of subconsultants on behalf of Kite Realty Group to prepare a Planned Unit Development and CEQA documentation for the Regal Cinema Site, which is next to the Ontario Mills Shopping Mall. PlaceWorks is leading the enterprise to reimagine the site as a mixed-use development with residential, retail, and open space area.

PlaceWorks proposed two streamlined approaches to achieve CEQA compliance—an addendum or supplemental/subsequent EIR. PlaceWorks prepared CEQA Section 15162 findings to verify that the criteria were not met to require a subsequent or supplemental EIR. To substantiate the 15162 findings, Fehr & Peers prepared a tipping point analysis and trip generation assessment, and PlaceWorks performed operational air quality emissions modeling. The 15162 Findings found that the proposed project would fit within the parameters of a CEQA addendum. PlaceWorks determined that the proposed project would be able to tier from the city's 2022 general plan EIR.

Location
Ontario, California

Size
16.53 acres

Client
Kite Realty Group

Date Completed
In Progress

Services Provided
Background Analysis and Policy/ Regulatory Review; Planned Unit Development; CEQA Guidelines Due Diligence Findings; Addendum; Regional Air Quality Emissions Modeling; Technical Analyses: Air Quality/GHG, Energy, Noise/Vibration, Water Supply Assessment

Key Staff: *Durand (CEQA PiC/PM), Technical Services Staff, GIS Staff, Fehr & Peers*

PLACEWORKS

CLAREMONT ON-CALL SERVICES

Environmental Consulting







PlaceWorks served as the on-call environmental consultant to the city of Claremont from 2010 to 2016 and again from 2019 to 2024 and established a strong relationship with the city and its staff. We successfully completed the necessary CEQA documentation and related technical studies for a variety of projects in different parts of the city (partial list below). Technical studies included air quality/GHG and noise technical studies and, when necessary, health risk assessments and an electromagnetic-field study.

Some of the challenges we encountered were health risks and noise due to placing housing next to a freeway; health risk and fire safety from placing housing next to high-power electrical lines; and coordination with multiple agencies and utility providers. We successfully resolved each challenge in coordination with the city, project applicants, and their consultants.

- La Puerta School Site Specific Plan EIR
- Multiple Residential Project MNDs and Addenda
- New Police Communications Tower ND
- Initial Study for Project at Terminus of Auto Center Drive
- Western Christian Schools Claremont Campus Improvements MND
- Hampton Inn and Suites Specific Plan Initial Study/MND

Location
Claremont, California

Size
Citywide (various locations)

Client
City of Claremont

Date Completed
In Progress

Services Provided
CEQA, Air Quality/GHG and Noise Technical Studies, Health Risk Assessments, Electromagnetic Field Studies

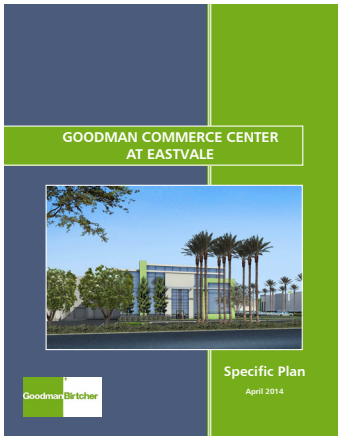
Key Staff: *Estrada (CEQA PM, all projects), Technical Services Staff (all projects), GIS Staff (most projects)*

PLACEWORKS

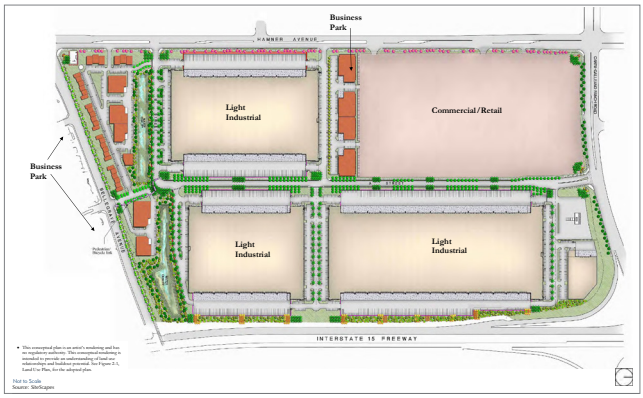
GOODMAN COMMERCE CENTER SPECIFIC PLAN

An Ideal Location for Retail and Employment











With proximity to residential neighborhoods and direct freeway access, the Goodman Commerce Center Eastvale was an ideal location for retail and employment. PlaceWorks, in partnership with Albert A. Webb Associates, developed the original Specific Plan. The plan established several objectives to guide the project: 1) Provide diverse business opportunities, employment, and improved job-housing balance; 2) Allow resident-serving uses; 3) Design a quality master planned development; 4) Capitalize on freeway accessibility; 5) Consider the regional context; and 6) Support efficient goods movement.

The land plan allows for nonresidential, employment-generating uses including business park, light industrial, and a vibrant commercial/retail center. Site planning for the area intentionally divided the property between uses, with a roadway network designed to separate industrial traffic from residents visiting the commercial center. On-site water retention and an abundant plant palette were developed with the intent to screen the mix of different uses and building types, with extra attention given to the business park area. A comprehensive set of sign standards and design guidelines were tailored for the Goodman Birtcher brand. The project has been fully built out, achieving its goal as a thriving commerce center for Eastvale.

Location
Eastvale, California

Size
Approx. 200 acres

Client
SC Eastvale Development Company, LLC (Lewis Investment Company, LLC)

Date Completed
April 2014

Services Provided
Specific Plan

Key Staff: *Schwab (Key Staff Planner), Ashlock (Lead Site Designer), Estrada (Key Staff Planner), GIS Staff*

PLACEWORKS


Source: https://www.eastvaleca.gov/Home/Components/MeetingsManager/MeetingAgenda/260/

Eastvale On-Call Transportation Planning and Traffic Engineering Services Agreement

City of Eastvale, CA

Start and Completion Date

Sept. 2020 – Ongoing

Client Name

Gustavo N. Gonzalez
Community Development Director
City of Eastvale
(951) 703-4499

Project Description

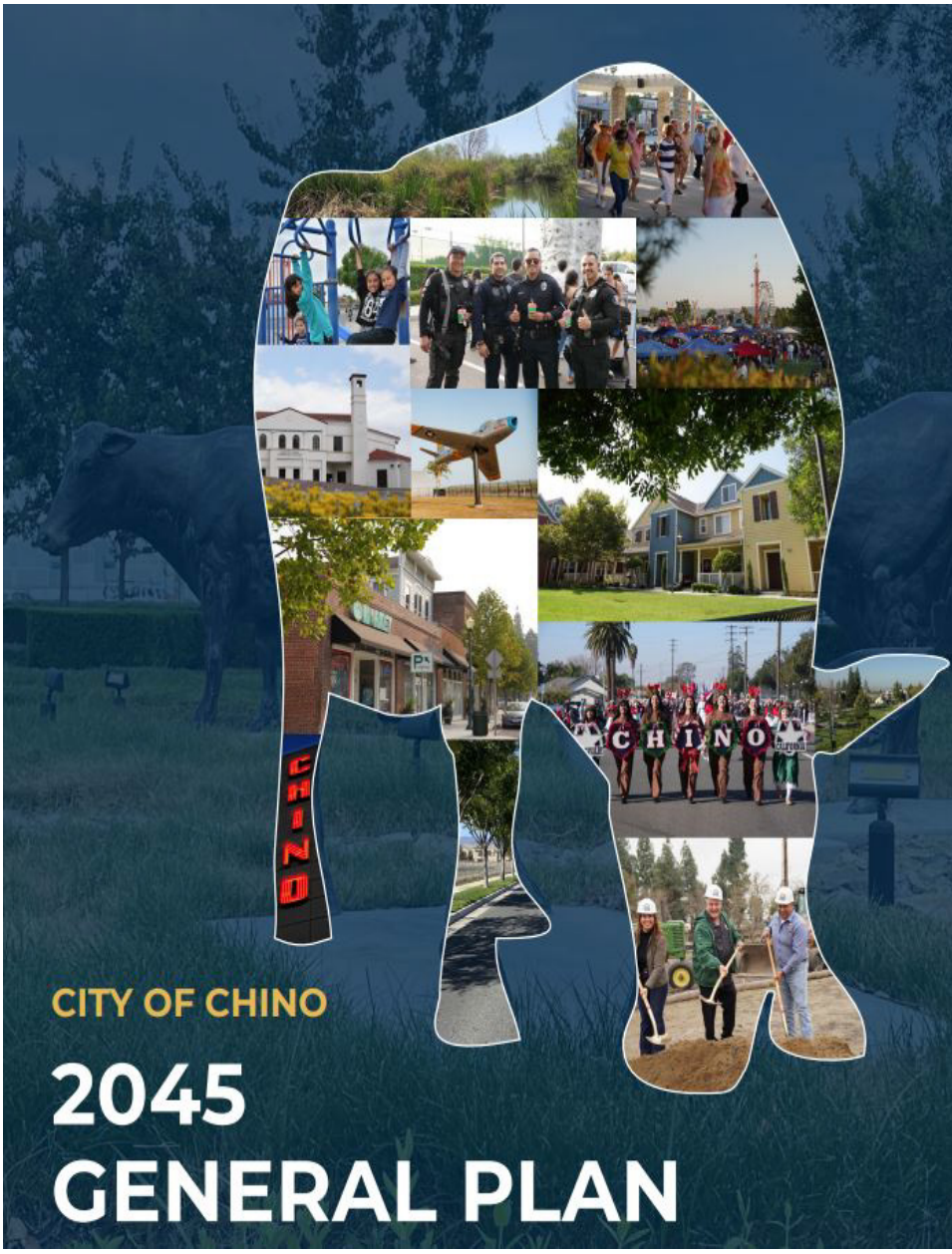
Fehr & Peers is currently under contract to review traffic technical studies on behalf of the City. Over the past three years, the City has issues 18 separate task orders for peer review services, traffic modeling and operations assessments related to the General Plan Update, support on the Leal Specific Plan, and other as needed traffic engineering tasks. Following our completion of the Senate Bill (SB 743) implementation study for the City, we were asked to review some of the initial or more complicated submittals by applicants to provide consistency with the recently adopted thresholds and traffic impact study guidelines. Fehr & Peers has provided comments on development projects and transportation projects related to VMT analysis, LOS analysis, site access, drive-thru queuing, and on-site circulation. Fehr & Peers has worked hand-in-hand with the City to provide responsive reviews typically within two weeks or less from the time of the request.

City of Chino General Plan Update, and EIR

Chino, CA

Project Description

Fehr & Peers is leading the Circulation Element update and transportation impact analysis for the City of Chino General Plan and EIR. Fehr & Peers' approach includes utilization of Big Data to analyze traffic volumes Citywide and utilization the County of San Bernardino's travel demand forecasting model (SBTAM+) to evaluate future capacity of the circulation network. Ultimately, this analysis was used to recommend road diets and reclassify Circulation Element roadways to more feasible and sustainable widths in constrained areas. Fehr & Peers is also providing evaluation of a layered network to make recommendations related to truck routes, bike routes, and arterial roadways. Transportation policies were recommended to improve multimodal access and safety in the city. Fehr & Peers conducted a VMT impact assessment related to the build out of the land use element and circulation element roadway network consistent with SB 743. Fehr & Peers also prepared an emergency evacuation assessment consistent with AB 747, SB 99, and AB 1409.



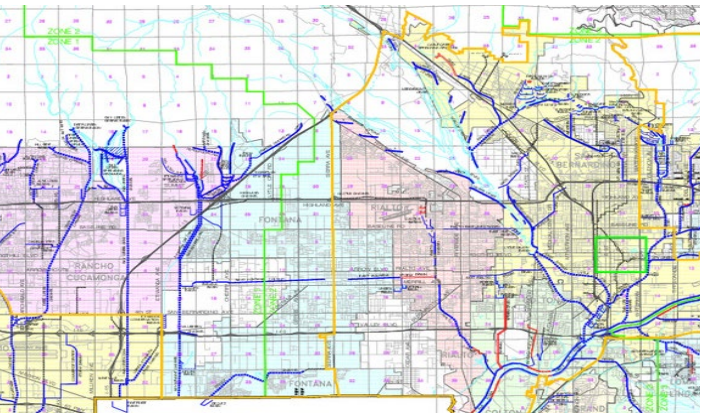
Client Contact

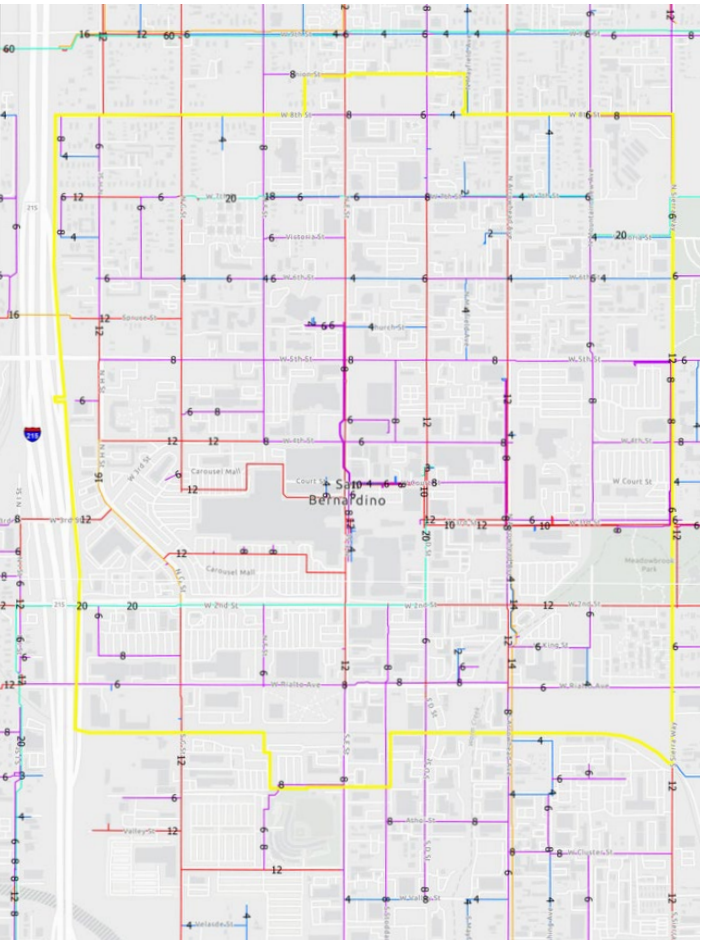
Dennis Ralls
City Traffic Engineer
City of Chino
(951) 817-5708

Start and Completion Date

2022 – 2025







SAN BERNARDINO GENERAL PLAN UPDATE & SPECIFIC PLAN INFRASTRUCTURE REPORT

San Bernardino, CA | PlaceWorks

The City of San Bernardino enlisted PlaceWorks to assist in developing a new Specific Plan for its 50-acre downtown district for inclusion into a new General Plan Update, as well as help with related development code modifications and proper CEQA documentation.

As a subconsultant to PlaceWorks, Fuscoe Engineering's stormwater management team provided General Plan Update services consisting of Existing Conditions & Infrastructure Assessment, Existing Infrastructure Documentation, GIS Infrastructure Base Map, Proposed Infrastructure Assessment and Technical Infrastructure Report. Also included in the scope of work was a Specific Plan Infrastructure Report encompassing an Existing Conditions & Infrastructure Assessment, Existing Infrastructure Documentation, Infrastructure & Property Line Map, Opportunities & Constraints, Proposed Infrastructure Assessment & Stormwater Strategy and Infrastructure Technical Memorandum.

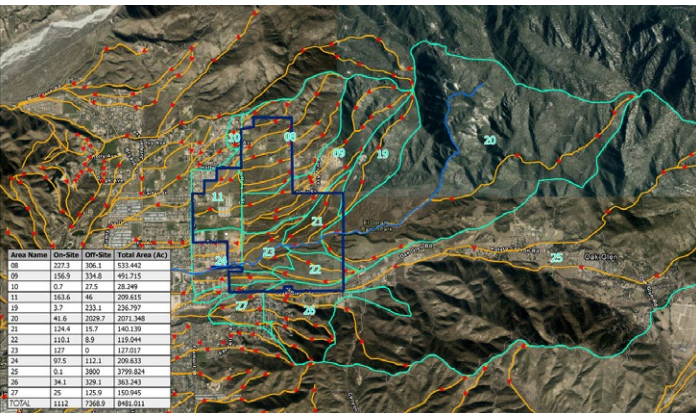
CONTACT

Mark Hoffman, 909.989.4449

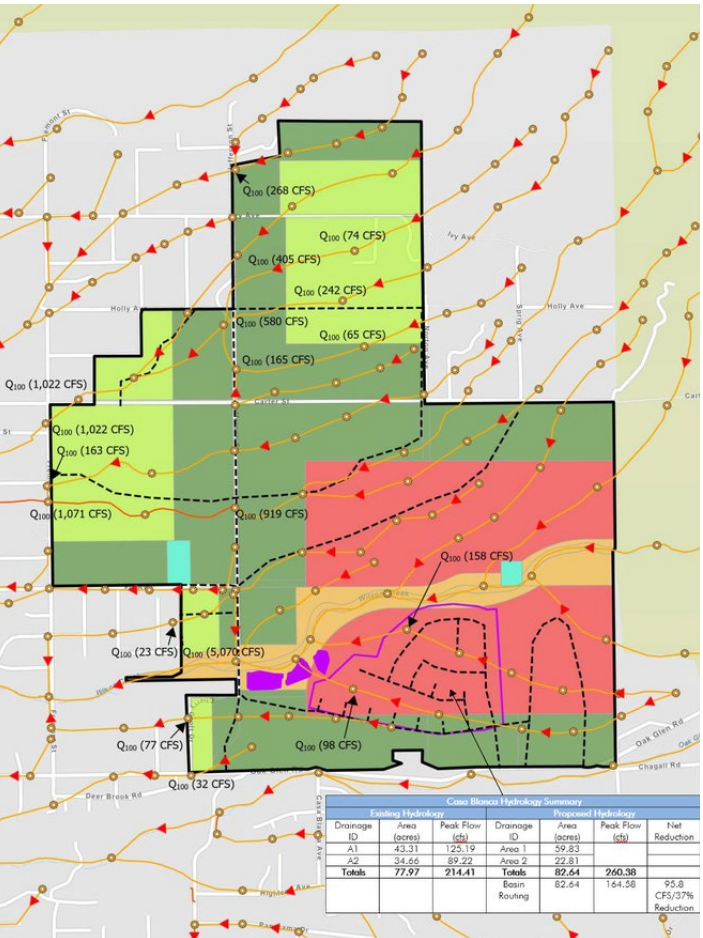
PROJECT DURATION

2020 - Ongoing





Area Name	On-Site	Off-Site	Total Area (Ac)
08	227.3	306.1	533.442
09	156.9	334.8	491.715
10	0.7	27.5	28.249
11	163.6	46	209.615
19	37	233.1	236.797
20	41.6	2029.7	2071.348
21	124.4	15.7	140.139
22	110.1	8.9	119.044
23	227.3	0	127.017
24	97.5	112.1	209.633
25	0.1	3800	3799.824
26	34.1	329.1	363.243
27	25	125.9	150.945
TOTAL	1112	7368.9	8481.011



Casa Blanca Hydrology Summary

Existing Hydrology			Proposed Hydrology			
Drainage ID	Area (acres)	Peak Flow (cfs)	Drainage ID	Area (acres)	Peak Flow (cfs)	Net Reduction
A1	43.31	125.19	Area 1	59.83		
A2	34.66	89.22	Area 2	22.81		
Totals	**77.97**	**214.41**	**Totals**	**82.64**	**260.38**	
			Basin Routing	82.64	164.58	95.8 CFS/37% Reduction

CITY OF YUCAIPA WINE COUNTRY SPECIFIC PLAN

Yucaipa, CA | PlaceWorks for the City of Yucaipa

After the formal approval and establishment of the Yucaipa Valley Viticultural Area (YVVA), the City of Yucaipa identified the need to update general plan land uses and zoning to match up with the allowed uses of the YVVA.

Approximately 1,100 acres were identified and included in the Wine Country Specific Plan to plan for the expanded viticulture plantings, winery establishment and residential densities. With the No Net Loss requirements for CA housing, the number of residential uses remained the same, but the densities were updated to best match up with the allowed viticulture uses.

Fuscoe performed detailed hydrology calculations to ensure the proposed land uses were consistent with prior Master Plan of Drainage assumptions and calculations and worked with the Yucaipa Valley Water District to identify infrastructure improvements related to water and sewer facilities.

SERVICES PROVIDED

- *Existing Conditions Data Collection*
- *Existing Conditions Infrastructure Exhibit*
- *Hydrology Evaluation*
- *Water and Sewer Evaluation & Utility Layout*
- *Technical Report*

CONTACT

Benjamin Matlock, 909.797.2489

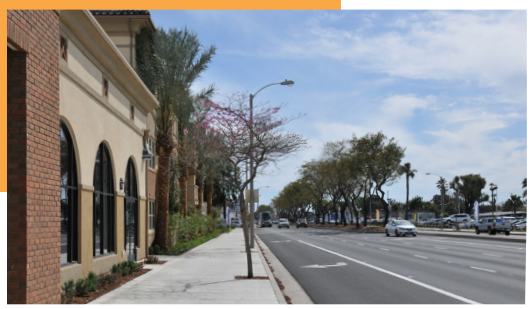
PROJECT DURATION

2022 - 2024

PlaceWorks: Projects That Result in Swift Change

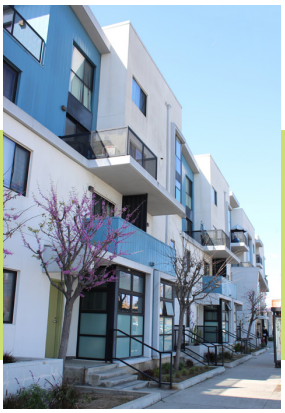
PlaceWorks helps reposition commercial areas through context-sensitive and community-supported land use and design solutions that are market-driven and economically competitive. Our plans address multimodal access, compatibility with adjacent uses, and community health to successfully revitalize key corridors and reweave them into the neighborhood fabric. Below we have featured three Specific Plan projects where development has occurred following adoption.

Harbor Boulevard Specific Plan and EIR
for the City of Santa Ana (Adopted 2014)











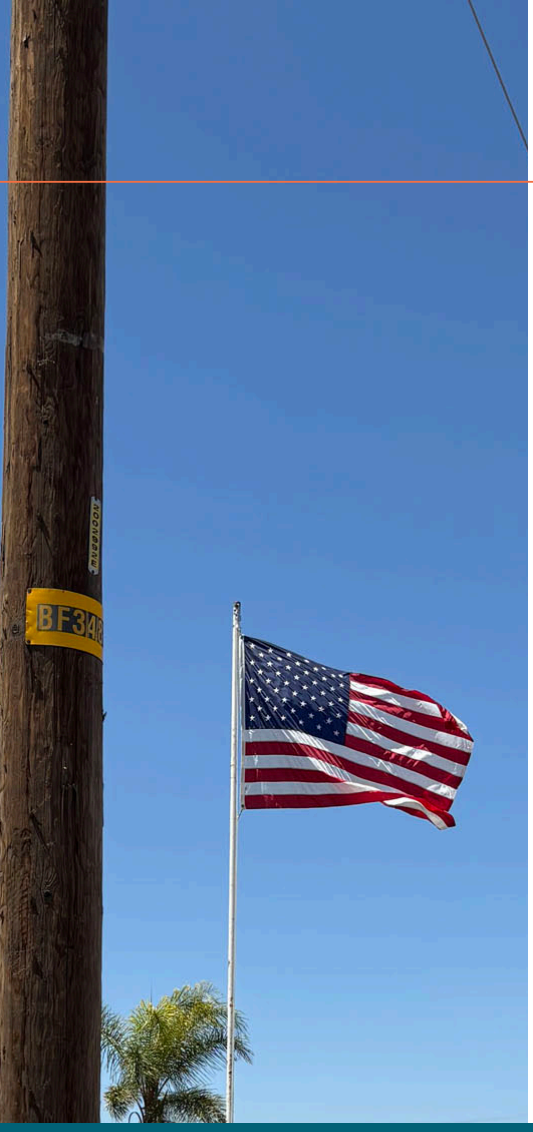
Long Beach Boulevard (Mid-Town) Specific Plan and EIR
for the City of Long Beach (Adopted 2016)



Beach Boulevard Specific Plan and EIR
for the City of Anaheim (Adopted 2018)







E.
PROJECT UNDERSTANDING




CHILDREN AT PLAY
BERKSHIRE HATHAWAY
HomeServices
California Realty
OPEN HOUSE
951-789-7535

E. PROJECT UNDERSTANDING

The Chandler area stands in stark contrast to the rest of Eastvale, with many of the original homes and other structures that supported the dairy workers in the 1940s. It does not have the streetlights, sidewalks, lush parkways, or subdivisions that characterize the rest of the city. Instead, it is a mix of lot sizes and configurations, and many homes and yards are poorly maintained. Some residents are the extended family of the original dairy workers. Nontraditional businesses, like the operating slaughterhouse, are a testament to the agricultural roots of the area. City Hall has recognized the Chandler area as a unique part of the City's heritage and has been sensitive to changes. OC Flood Control, however, has been aggressively buying up land in the area for flood control purposes, to remain vacant unless flood-compatible uses can be achieved. Unlike Eastvale's more connected neighborhoods, the Chandler Area is more secluded, with less traffic throughput that could enable a more neighborhood-focused mobility network. The Chandler Specific Plan offers a chance to tailor mobility to local needs, including walkable links to Grand Park, options for a potential pedestrian bridge to Rondo School, Eastvale Trail integration, and equestrian-friendly design honoring the area's heritage. We expect this plan to be a community-driven opportunity to shape a neighborhood-focused network.



The recently adopted General Plan sets the stage for this Specific Plan effort, along with some land use and design concepts to start the conversations with the community. The overall challenge of this project is threefold: how best to: 1) honor the history of the area; 2) respect the residents and businesses that want to remain; and 3) allow for incremental, positive change. The scope has been used to create a budget for labor and reimbursables by task and by staff person. As noted, we are open to refining both the scope and budget based on further conversations with the City.



Keys to Success

Based on our careful review of the RFP, our familiarity with the Chandler area, and our experience with similar projects, we have identified the following "keys to success" for the Chandler Area Specific Plan.



Dig in Deeper

The Kosmont study is a great starting point for the Specific Plan, but we will need to understand more about the Chandler area and its current residents and businesses. For instance, we want to drill down on the demographics of the Chandler area. What is the percentage of home ownership versus rental? What is the vacancy rate? What are the current uses of the properties? Do home-based businesses operate in



the area? What other businesses operate in the area? This information will frame the setting for discussions about desired, positive changes.

Engage the Community



The RFP emphasizes throughout that engaging the community, area residents, property owners, and developers will be essential to the project. To create a successful project that leads to change, we will need to understand the long-term goals for area properties, including agency-owned properties. Given that the Vision Plan is now 10 years old, we want to hear from area residents about their current vision. Does it still ring true? Are there aspects to update? Is there an entirely new vision? Who are the local champions of the area, and are they in favor of change?

Consider Eastvale as a Whole



Eastvale is a young city with many new neighborhoods and commercial areas. As the Town Center and other remaining areas of the City build out, what potential does that leave for the Chandler Area? What is a realistic timeline for change? Additionally, the City needs to accommodate a certain number of housing units in the Chandler Area because of lower-than-expected buildout in another area of the City. To prevent no net loss, how many units are needed? How can we best accommodate more housing while preserving this as a unique area of the City?

Allow for Something New and Unique



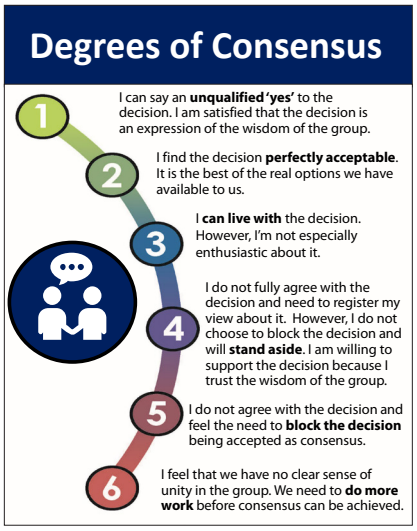
The agricultural history and the people of the Chandler area are special. How can this plan acknowledge and preserve that, yet encourage and incentivize change? Through this process, we want to explore various models and case studies. Could aspects of other plans and communities be applied here? Are we creating something new or allowing for change organically? To inform and stimulate these conversations, we propose a series of guest speakers at the Advisory Committee meetings. These could include Farmer D, who works with communities to design and build farms of all kinds, or someone from Riverside's Farmhouse Collective, or the developer of Agritopia. We also recommend someone who could speak on the demand and options for youth sports facilities on flood control land. Another idea, if of interest to the community, is to bring in someone associated with the design and development of a traditional *mercado* that could be a centerpiece for Chandler. These are initial ideas that would be refined based on the input and opportunities in Chandler.

PlaceWorks' Approach

Our approach to the project builds on the list of services in the RFP related to community engagement, the Specific Plan, and CEQA. As directed by the RFP and the answer to question 16 in Addendum 3, Q&A Set 2, details of our deliverables, implementation plan, and proposed timeline are outlined in Section G.

Community Engagement

Community engagement has been structured to reach each type of stakeholder group that needs to be involved in the process. Property owners, business owners, renters, affected public agencies, interested developers, and the surrounding community—each group will take part in the process to provide meaningful input at the right time. Under the *Project Work Plan and Schedule*, Table 1 lays out the type of outreach that will be conducted with each group, along with the agenda and purpose of each meeting. This is based on years of experience weaving together the different types of input needed during a project while building a consensus around the final plan. The meetings are intended to build upon each other, informing the participants and gathering the input needed to move the project forward. We will conduct a transparent process that shows how we considered the input provided by these stakeholder groups. We have identified several optional meetings and their purpose, to be considered by the City as the final scope and budget are refined.



The Specific Plan

At a high level, the successful implementation of the Chandler Specific Plan will be the result of an infrastructure and circulation plan that is financially and physically achievable, a land use plan that is aligned with the market and the vision of the community, placemaking elements or uses that can be integrated with new development, and an agreed-upon plan for uses in the flood control lands that will benefit the community. There are many other details to a specific plan that can either hinder or propel its implementation, including appropriate development standards for the area and the flexibility needed to respond to conditions as they evolve. The Project Work Plan includes the detailed components of the Specific Plan and the approach to each of the required sections of the plan. We understand the elements that are important to the City, including customizing parking requirements that make sense for the use mix, addressing the legal nonconforming uses in the area, addressing potential displacement of residents or businesses, and ensuring that flood hazards are documented and regulated. Equally important to the technical items, the Chandler Specific Plan will also identify the economic development role of the City in bringing in the right partners or finding funding for key aspects of the future buildout of the area.

"PlaceWorks' creative thinking was grounded in their expertise in land planning, urban design, and the realities of development. They guided a process that resulted in a unified vision and a set of common goals, which will be the foundation for a future Specific Plan."

— Charles G. Kovac
formerly City of Fullerton

Environmental (CEQA) Review

The work plan for CEQA later in this proposal has been prepared based on our understanding of the project, our review of the City of Eastvale's General Plan and its certified Environmental Impact Report (GPEIR), and our expertise in CEQA. Our approach offers the City flexibility while providing a cost- and time-efficient pathway to prepare an Addendum to the GPEIR and the necessary supporting technical studies. This scope assumes that PlaceWorks and its subconsultant, Fehr & Peers, will provide comprehensive environmental and technical services.

Our scope of work further assumes that PlaceWorks will manage all phases of the CEQA process. Specific responsibilities of PlaceWorks, its subconsultants, and the City are detailed in the tasks outlined in *Project Work Plan and Schedule*. PlaceWorks will prepare all required environmental and technical analyses and documentation to ensure CEQA compliance with applicable state law, and the City's local environmental review guidelines.

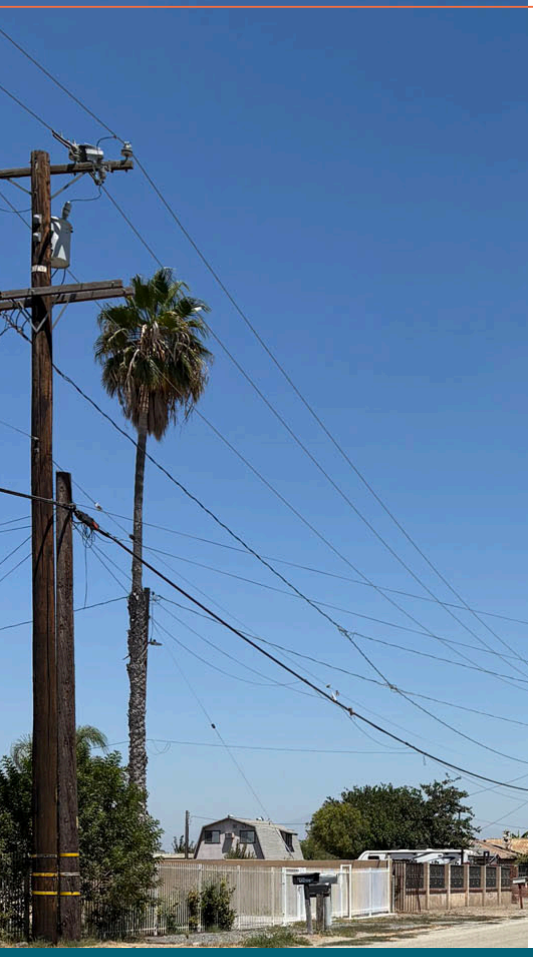
*Note that we have provided a detailed scope for preparation of an **EIR Addendum** because we believe the proposed Specific Plan can achieve full CEQA clearance via an EIR Addendum, consistent with CEQA Statutes Section 21166 and CEQA Guidelines Section 15162.*

Note that we have provided a detailed scope for preparation of an EIR Addendum because we believe the proposed Specific Plan can achieve full CEQA clearance via an EIR Addendum, consistent with CEQA Statutes Section 21166 and CEQA Guidelines Section 15162. Under these provisions, once an EIR has been certified or a negative declaration adopted, a subsequent EIR or negative declaration is only required if specific triggering conditions are met. When those conditions are not present, an Addendum is the appropriate tool to evaluate minor changes or additions to a previously analyzed project.

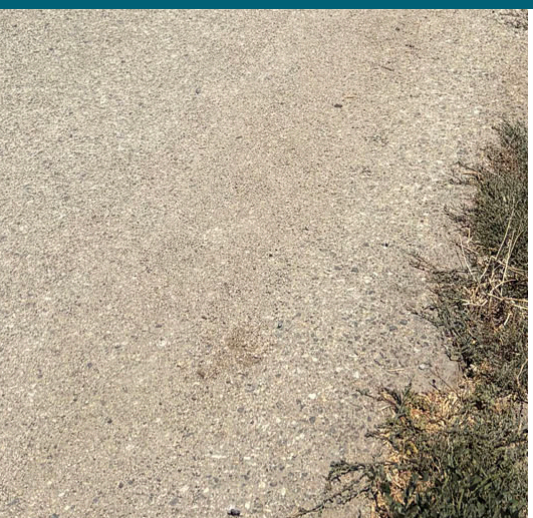
Based on our current understanding of the proposed specific plan and our preliminary assessment of its potential environmental effects, PlaceWorks does not anticipate any of the conditions requiring preparation of a subsequent or supplemental EIR. Instead, we believe that the criteria outlined in CEQA Guidelines Section 15164 apply and that an Addendum to the GPEIR is the appropriate CEQA document. The Addendum would compare the proposed Specific Plan to the impacts previously evaluated in the GPEIR for the same geographic area.

Importantly, the proposed land uses, land use designations, and development intensities would be consistent with those in the Eastvale General Plan and evaluated in the certified GPEIR. The Specific Plan would also be consistent with and would implement the goals and policies of the General Plan.

We recognize that the City invested significant time, funding, and effort in developing the Eastvale 2040 General Plan and EIR. These documents represent a valuable foundation that the City should leverage in determining the most appropriate CEQA pathway for future City-led projects, including the proposed Specific Plan.



F.
PROJECT STAFFING AND ORGANIZATION




General Growers
Specializing In Ground Covers
Leo Melgoza
Manager
Eastvale, CA 90288
Open 7 Days
Delivery Service

F. PROJECT STAFFING AND ORGANIZATION

Team Organization

In the organization chart below the name of the key staff are shown in **ALL CAPS** and their brief biographies are provided under Staff Experience. Full resumes of key staff and others are provided in the Appendices.

CITY OF EASTVALE

PLACEWORKS



KAREN GULLEY
Managing Principal, Design
Principal Advisor



SUZANNE SCHWAB AICP
Associate Principal
Principal-in-Charge and Project Manager



ERINA SHIMANUKI AICP
Associate Designer
Assistant Project Manager

Design



SCOTT ASHLOCK ASLA
Principal
Site Planning/Design Lead

ERINA SHIMANUKI AICP
Associate Designer
Site Design Assistance and Graphic Design & Production

Outreach

SUZANNE SCHWAB AICP
Associate Principal
Engagement Manager

KAREN GULLEY
Managing Principal, Design
Outreach Strategy

ERINA SHIMANUKI AICP
Associate Designer
Outreach Assistance

Environmental



MALIA DURAND
Managing Principal, Environmental
CEQA Principal



JORGE ESTRADA
Senior Associate
CEQA Project Manager

TECHNICAL SPECIALISTS

John Vang JD | Senior Associate | *Air Quality/GHG/Energy Lead*
Emily Parks | Associate | *Air Quality/GHG/Energy*
Chris Shields | Senior Associate | *Noise Lead*
Dina El Chammas Gass PE, QSD | Senior Engineer | *Water Supply Assessment*



ROB MAZUR
Associate Principal
GIS Lead

Leo DiPierro
Project Planner
GIS Analyst

Document Support Staff
Technical Editing, Document Formatting, Graphics Production, Clerical

SUBCONSULTANTS

Transportation/Parking

Fehr & Peers

JASON D. PACK PE
Principal | *Transportation Lead*

PAUL HERRMANN TE
Senior Associate | *Project Manager*

Infrastructure

Fuscoe Engineering

IAN ADAM CPSWQ, QSD/P
VP, Specialty Practice | *Infrastructure Lead*

SUSAN WILLIAMS PE, QSD/P
Technical Manager | *Technical Manager*



G.
PROJECT WORK PLAN AND SCHEDULE





G. PROJECT WORK PLAN AND SCHEDULE

Scope of Work

Task 1. Project Initiation

1.1 Kick-off Meeting

A successful project begins with an organized, all hands kick-off meeting with representation of all applicable departments from the City and our project team. We anticipate that this will be an in person meeting in the City of Eastvale. The PlaceWorks team will organize and lead the Project Kick-off Meeting, which shall include members from the City and the consultant team. This initial meeting provides an opportunity to discuss the City's objectives for this project, share relevant background information, review current development projects, and identify key issues within the project area. This all-hands-on-deck meeting will include a review of the scope and schedule, communication protocols, and a discussion of potential stakeholders to become part of the process.

1.2 Parcel Data and Document Request

Following our kick-off meeting the PlaceWorks team will send the City team a data needs list. This will include a request for the City's parcels and all associated data in GIS, background documents, and other relevant technical studies. In this task our GIS experts will work with City of Eastvale staff to create an up-to-date parcel set and base map for the Chandler area in ArcGIS. The base map will be the foundation for our existing conditions analysis and future plans, as described in Task 4. Throughout this project our team will supplement the data set with other available data through Esri or other applicable departments and agencies. Data layers and files are anticipated to include, but are not limited to, land use designations, street classifications, water and sewer infrastructure, ownership and building footprints.

Deliverable(s):

» Meeting Agenda, Meeting Summary, Project Schedule, and Aerial Base Map

Task 2. Existing Conditions

2.1 Existing and Historic Land Uses

Given the uniqueness of the area and its roots in agriculture and dairy farming, documenting the history of the land will be important for the community and will likely give us ideas for uses, monuments, or theming that can be carried forward for the future. In this task we will summarize the existing land uses and history of the Chandler Policy Area. The PlaceWorks team will lead the effort, gathering information from the Chandler Area Community Vision Plan, the City's 2040 General Plan, SCAG, WRCOG, the Riverside County Heritage Association, Chino Airport Land Use Compatibility Plan, and other sources. This effort will document existing land use, zoning, and general plan designations as well as nonconforming uses, which could be a barrier to future development in the area. A narrative will be written for inclusion in the StoryMap and Specific Plan—Task 2.4 and Task 4, respectively. Historical and current photos will also be collected and provided alongside interactive maps to create a dynamic way for the community to review the information.

2.2 Existing Mobility Analysis

2.2.1 Existing Transportation Document Review

Fehr & Peers is aware of and in many cases has been directly involved in the various efforts by the City of Eastvale to create a cohesive multimodal transportation network. We recognize the importance of building on and implementing previous efforts rather than contradicting them. In addition to the Chandler Area Community Vision Plan and Eastvale Chandler Area Market Analysis provided with the RFP, Fehr & Peers will review the following City and regional documents as they relate to mobility to, from, and within Chandler Specific Plan area.

- 2024 General Plan Mobility & Circulation Element (*peer reviewed by Fehr & Peers*)
- Eastvale Complete Streets Safety Assessment, 2017
- Eastvale Bicycle Master Plan, 2016
- Western Riverside Council of Governments' (WRCOG) Active Transportation Plan, 2018 (*prepared by Fehr & Peers*)
- SCAG's 2024 Regional Transportation Plan/Sustainable Communities Strategy

Additionally, other City transportation-related planning or policy documents that would provide additional information related to the project will be reviewed. The purpose of this review is to identify existing data needs and determine which of the previous data collection can be employed in the project.

2.2.2 Parking Analysis

Because the Chandler Specific Plan area currently consists of mostly low-density residential and light agriculture/industrial uses, parking generally is confined to off-site driveways and largely reflective of residential parking behavior (higher demand overnight, lower during the day). Given the proposed changes in land use from current conditions to the Specific Plan buildout, an existing parking supply and utilization analysis would not be useful in planning for future parking demand; rather, a focus on future supply and demand optimization is more worthwhile.

While the exact land use mix is not yet determined, right-sizing parking will be critical, as over-provision of parking can lead to inefficient use of space and under-provision to access constraints. Fehr & Peers will evaluate best practices in nearby Inland Empire cities with similar parking management goals to balance inviting mixed-use spaces with parking demand. This analysis will identify parking and land use ratios adopted by nearby cities in areas similar to the Chandler Policy Area (such as Ontario Ranch) and explore the successes and/or shortfalls of parking management tactics.

Fehr & Peers will develop a version of the Urban Land Institute's (ULI) shared parking model to right-size parking ratios for the Specific Plan area. This model factors in variables like time of day, seasonal variations, and parking rates for the proposed uses. Fehr & Peers will use this model to help estimate parking demand considering the future land use changes and assist the project team in developing parking ratios. The findings will be presented in a Parking Analysis Technical Memorandum.

2.2.3 Circulation Evaluation/Mobility Gap Analysis

Fehr & Peers will conduct an existing circulation analysis to evaluate multimodal access and connectivity in the area surrounding the project area. This effort will include a series of maps, tables, and narrative findings that characterize the current conditions of the surrounding area. For the Specific Plan area, Fehr & Peers will prepare a Mobility Gap Analysis. Many roads in the area lack sidewalks altogether. Some streets, such as Hall Avenue, have dirt shoulders that serve as sidewalks, but they are difficult to use for individuals with mobility devices or those pushing strollers, and these shoulders are occasionally blocked by parked vehicles. This lack of pedestrian infrastructure forces pedestrians into the same spaces as vehicles and degrades accessibility.

Fehr & Peers will prepare a GIS transportation network gap inventory file for the Specific Plan Area, which will include each roadway and intersection in the Specific Plan area (Chandler Street, Hellman Avenue, Hall Avenue, Selby Avenue, Walters Street, Kaweah Court, Jake Way, and Archibald Avenue). Fehr & Peers will input fields to the file related to transportation network gaps, including the following data:

- Sidewalks (one side, both sides, no sidewalks)
- Bicycle facilities
- Curb ramps and crosswalks at intersections

This analysis will be used to create a mobility gaps map for inclusion in the Specific Plan document, and the GIS file will be provided to City staff for ongoing tracking and implementation reference. The gaps analysis will inform the recommendations of the preferred plan.

2.3 Existing Infrastructure Analysis

2.3.1 Data Collection and Review

Fuscoe will request and obtain all available GIS infrastructure files (water, storm drain, sewer) available for the specific plan area and the surrounding public streets. Request and review all available master plans (drainage/flood control, water, and sewer). Request and review any infrastructure studies or localized/regional analyses related to the property or adjacent to the study area that provides additional details on the status of the infrastructure systems supporting the property. Request and review capital improvement budgets to identify any proposed improvements adjacent to the property. Obtain most current updates on Eastvale Master Plan of Drainage from Riverside County Flood Control, including available hydrology information on Cucamonga Channel. Obtain and review the Selby/Walters Area Water Study report by Webb Associates.

2.3.2 GIS Mapping and Exhibit Support

Convert all data for analysis and exhibits into GIS format. Incorporate drainage, water, sewer, topography (2-foot contours from Near Maps), FEMA floodplains, and other infrastructure information into usable online viewer format. Prepare elevation map showing the contour at 566 feet and all elevations above and below 566 feet within the specific plan area. The elevation at 566 feet is the updated high-water mark after completion of the Prado Dam Spillway Modification Project, and elevations at 566 feet or below will be subject to passive uses and limited development. Deliverables will include exhibits of the various utility, topographic, and flood plain maps to enhance the Specific Plan document.

2.3.3 Existing Conditions Technical Memo

Evaluate the existing wet infrastructure systems supporting the current site conditions, including drainage/storm drain, water, and sewer systems. Based on the findings, incorporate an existing conditions assessment report and identify any deficiencies, capacity, and overall status of the existing wet utility systems.

A. **Hydrology.** Evaluate potential flood hazards associated with future development and existing FEMA mapping. Identify criteria for new development in the Specific Plan area. Evaluate the impact of the 566-foot elevation with respect to future flood inundation. Summarize any existing or proposed regional flood control improvement projects associated with the Eastvale Master Drainage Plan (2002) and provide status update.

B. **Sewer and Water.** Summarize the proposed-condition water and sewer layouts provided by the City. Confirm the anticipated water and sewer demands used to size the future sewer and water improvements recommended by Webb Associates. Summarize current connection rates for new water and sewer connections.

Identify any capital improvements planned for the area and prepare utility exhibits and with markups. Summarize into a technical memo with narratives, tables, and exhibits.

2.4 StoryMap

The PlaceWorks team will use StoryMaps—an ArcGIS program for online presentation of geographic data and photos—to create an easily digestible and interactive web-based tool to document and share existing conditions. The StoryMap will contain an overview of the topical areas described in the tasks above as well as the accompanying maps, photos and exhibits. Using StoryMaps, we will develop an opportunities and constraints summary map that will be used to inform preparation of the Specific Plan. PlaceWorks will host the map through our ArcGIS account and will provide a link to the StoryMap through the dedicated project web page (Task 3.2) as a resource for City staff decision makers and the community.

PlaceWorks StoryMaps

- Fairview Developmental Center
- Placentia Specific Plan 5
- East Bay Regional Park: The District Plan
- Livermore General Plan Existing Conditions

Deliverable(s):

» Existing Conditions Memoranda (Land Use, Mobility, and Infrastructure), Story Map

Task 3. Community and Agency Engagement

3.1 Public Engagement Plan and Meeting with City Staff

The purpose of this meeting is to have a focused discussion about outreach with the community and property owners in the Chandler area. During this meeting we will discuss options, needs, and ideas that will be the basis for the Public Engagement Plan. We will build from the outreach already conducted for the City's General Plan. Our objective is to create an outreach plan that acknowledges the ideas and concerns that have already been voiced and give the community the opportunity to be part of the Specific Plan process. The table below identifies project outreach milestones and proposed engagement activities. The project schedule, provided at the end of this section, identifies when each of these meetings would likely take place. Descriptions of the anticipated outreach techniques are outlined in the subsequent tasks.

Table 1. Proposed Public Engagement Plan

Type of Outreach	Topics / Purpose
Agency Stakeholder Meetings: OC Flood Control, Jurupa Community Services District, Army Corps of Engineers, Southern California Edison, Chino Airport Land Use Commission, Corona-Norco Unified School District, Riverside County Flood Control, San Bernardino Flood Control	1 individual meeting (Zoom) with each agency; 2 rounds of meetings to discuss various topics below: **Round 1:** • Project overview/objectives • Confirm existing conditions • Discuss long-range plans/improvements • Discuss land use options or barriers to use **Round 2:** • Review community vision • Review draft Land Use, Infrastructure, and Circulation Plans • Confirm uses and other relevant standards/policies
Developer and Stakeholder Meetings: KB Homes, Lennar, The New Home Company, Pulte, and others as well as property and business owners	6 to 8 individual meetings (Zoom), with some follow up throughout the process. **Discussion to include:** • Project overview/objectives/existing conditions • Gather input on the market (housing trends, start-up industries, food & beverage options, etc.) • Discuss ideas for attracting unique businesses
Community Advisory Committee	**Meeting 1:** • Member introductions • Role of the Advisory Committee • Project overview/objectives • Summary of outreach process/input on ways to increase participation • Overview of a Specific Plan • Summary of market analysis/trends/opportunities • General Plan guidance • Summary of existing conditions • •Gather input on the history of the Chandler community—what's unique and special? What are the issues or concerns? • Public comment/next steps
	Meeting 2: • Recap of previous Advisory Committee meeting • Recap of agency and developer interviews • Recap of Public Engagement Workshop #1 • •Discuss ideas for future uses, improvements • Possible guest speaker • Public comment/next steps
	Meeting 3: • Recap of previous Advisory Committee meeting • Share preliminary land use/open space/circulation ideas for discussion (before Public Workshop #2) • Gather input on concepts—find degrees of consensus • Public comment/next steps
	Meeting 4: • Recap of previous Advisory Committee meeting • Recap of Community Workshop #2 (share comments on concepts) • Discuss refinements to concepts, including open space and circulation • Discuss draft Vision and Guiding Principles • Public comment/next steps
	Meeting 5: • Present/Discuss Draft Preferred Plan • Present refined Vision & Guiding Principles • Discuss Design Standards/Guidelines • Public comment/next steps

Table 1. Proposed Public Engagement Plan

Type of Outreach	Topics / Purpose
Community Advisory Committee, continued	**Meeting 6:** • Review refined Preferred Plan, project description • Review refined Design Standards/Guidelines Draft Development Standards • Public comment/next steps
	Meeting 7: • Confirm refinements from Meeting 6 • Address any remaining topic areas • Public comment/next steps
	Meeting 8: • Review Draft Specific Plan • Public comment/next steps: Planning Commission and City Council for Plan Adoption
Public Engagement Meetings	**Meeting 1:** • Project overview/objectives (emphasize that no one will be forced to move) • Overview of a Specific Plan • Describe the input needed from the community and how it will be used • Acknowledge the history of Chandler • Share market findings/confirm existing conditions • Gather input on issues or concerns • Group or individual exercises exploring ideas for the future (image boards as prompts)
	Meeting 2: • Recap from previous meeting • Share any new information from agency meetings • Gather feedback on preliminary land use/open space/circulation ideas • Group or individual exercises on preliminary concepts
	Meeting 3: • Recap from previous meeting/other updates • Gather feedback on Draft Vision/Guiding Principles, revised land use/open space/circulation concepts, design standards • Identify additional opportunities to provide input
OPTIONAL: Public Engagement Meeting	**Open House:** • Present the Draft Specific Plan • Set up stations by topical area/chapter of the Specific Plan • Opportunity to ask questions and give feedback at each station: Specific Plan Overview and Setting (Existing Conditions), Vision and Guiding Principles, Land Use and Standards, Mobility, Infrastructure, Implementation • Identify next steps: Planning Commission and City Council Adoption Hearings
OPTIONAL: Decision-Maker Study Sessions	**Study Session 1:** • Overview of project and process • Overview of a Specific Plan • Existing Conditions • Recap of outreach to date • Gather input for vision
	Study Session 2: • Review of project, process, purpose of a Specific Plan • Vision and Guiding Principles • Draft Land Use Plan • Gather input on Land Use, Circulation, and Open Space

3.2 Materials, Website, and Social Media

Online platforms such as the City's website and social media provide the community with an accessible way to learn about the Chandler Specific Plan project and stay up to date. PlaceWorks will assist the City with project-related content for a web page on the City's website or through a platform that PlaceWorks can manage powered by Social Pinpoint or WordPress. This task also allocates time for the creation of content such as an FAQ, event flyers, or other materials for workshops and meetings. The materials can also be posted to the web page or shared on social media platforms. It is anticipated that the StoryMap developed in Task 2 will be available through the project web page. The Outreach Plan developed in Task 3.1 will outline how and when these tools and materials will be used throughout the project process. This task also allocates time for PlaceWorks to assist with public notifications of 1,000 feet beyond the policy area boundaries. To best reach all area and Eastvale residents, materials will be translated into Mandarin and Spanish. A portion of the reimbursable line item in our proposed budget will be used for Reliable Translation to provide a first round of translation for both languages. Translation will be vetted by PlaceWorks and Eastvale staff, and refinements will be made for local nuance and planning industry context before materials are finalized.

PlaceWorks Project Websites

- Fairview Developmental Center Specific Plan
- Downtown Shoreline Vision Plan
- Inglewood General Plan Update
- San Bernardino General Plan and Downtown Specific Plan

3.3 Agency Stakeholder Meetings

Public agencies such as OC Flood Control, Southern California Edison, and others (identified in Table 1, above) will be important partners in our understanding of the area and the long-term plans for 80+ acres of agency-owned property in the study area. In this task our team, including the appropriate subconsultants, will conduct individual meetings with these agencies. We have established two rounds of discussion with each so that we get an understanding of existing and long-range plans, then circle back with each as we gather community input and share additional ideas for the future of the Chandler Area. City staff are encouraged to attend these meetings, which are proposed to be held via Zoom. We will work with the City to develop a list of contacts so that conversations about these properties and the role the agencies play in the area can continue after this project has ended.

3.4 Developer and Other Stakeholder Meetings

Our objective is to create a Specific Plan for the Chandler Area with uses, standards, and guidelines that are feasible for future development. One of the best ways to ensure this is to talk to developers who have current work or interest in the area. In coordination with the City, we will identify the list of stakeholders to interview. Via Zoom or a phone call, we will meet with stakeholders for their input on residential, commercial, and mixed-use building types; densities; and other approval requirements or regulations that would incentivize development for the area. In addition to developers, the list of stakeholders could include Chandler Area property owners and business operators. We want to understand the perspective and concerns about future development from these groups and begin to build a relationship with them. City staff are encouraged to participate. Budget for this task assumes six to eight meetings will be conducted via Zoom, and a summary memo will be provided to document the input received.

3.5 Advisory Committee

The Advisory Committee (AC) will play an important role by providing feedback to our team, City staff, Planning Commission, and City Council. We also see the committee members as conduits to the broader community because they can help us to publicize participation opportunities and solicit input.

As part of the proposed engagement plan (Task 3.1), we will work with City staff to finalize the meetings and topics for the AC. Before the committee convenes, it is important to define the role of the committee in the Specific Plan process. It is critical to define expectations and be clear on the type of feedback we need through the process. This task assumes that City staff will form the AC and be the primary contact for communication with them; PlaceWorks will facilitate meetings and create and provide content and materials. This scope assumes eight AC meetings, with attendance by up to two PlaceWorks staff at each meeting and subconsultants when appropriate. PlaceWorks may work with City staff to secure guest speakers depending on the topic and focus of the meeting.

3.6 Public Engagement Meetings

Though the Public Engagement Plan mostly focuses on the property owners, Chandler Area residents, and businesses, this task will engage the community at large. PlaceWorks will facilitate three public meetings to engage the community about the vision for the area, provide an overview of existing conditions, and ultimately gather input for the Specific Plan. The meetings, as shown in Table 1, will cover:

- **Meeting #1:** Overview, history and existing conditions. Gather input for Vision and Guiding Principles.
- **Meeting #2:** Share agency and stakeholder insights. Explore land use and circulation concepts.
- **Meeting #3:** Review Draft Vision and Guiding Principles and refined Proposed Plan concepts. Use massing diagrams and site concepts to introduce how standards and design guidelines could be implemented in future development.
- **OPTIONAL: Open House:** Stations by Specific Plan topic in a conversational setting to review and provide feedback on the Draft Specific Plan.

Each meeting will be facilitated by PlaceWorks with subconsultants in attendance as needed, depending on topical area. Our team (with assistance from Reliable Translation) will partner with City staff to provide translation services.

3.7 Vision and Guiding Principles

Early outreach efforts—including details from the General Plan Land Use Element, Agency and Developer Stakeholder Meetings, the Advisory Committee, and Community Workshops described above—will inform a vision and set of guiding principles. Time in this task has been allocated to draft a vision statement and set of guiding principles supported by photos and formatted for use in community workshops, on the project web page, in presentation materials, and in the Specific Plan. This task assumes two rounds of edits, one for staff and another to include community and Advisory Committee input.

Deliverable(s):

» Meeting with Staff and Public Engagement Plan
» Website, materials, and social media content and materials per budget

- Up to 16 Zoom meetings with Public Agencies
- Up to 8 Zoom meetings with developers and/or property owners
- Preparation for and facilitation of up to 8 Advisory Committee Meetings
- Preparation for and facilitation of up to 3 Public Engagement Meetings
- Graphically formatted Vision Statement and Guiding Principles

OPTIONAL: Decision-Maker Study Sessions

During milestones such as confirming the Vision Statement and selection of a preferred plan, the PlaceWorks team recommends a study session with Planning Commission and/or City Council. This task provides an option for participation in two separate study sessions, as identified in Table 1. Our team will create and present a PowerPoint summarizing existing conditions, community outreach, and the vision and guiding principles. We can include the preferred land use plan from Task 4 depending on timing and project milestone.

Deliverable(s):

- Preparation for and attendance (including presentation of materials) at up to 2 Decision maker study sessions.

Task 4. Specific Plan

4.1 Land Use–Transportation Alternatives

Drawing from community feedback, the market analysis, AC and stakeholder input, and guidance from the City, the PlaceWorks team will prepare two land use–transportation alternatives to bring the community's vision and ideas to life. The land use–transportation aspects of the Chandler Specific Plan can allow the community to re-imagine the use of space that reflects the neighborhood's values and mobility needs. Whether this means mixed-use centers or plazas where residents can walk just a few hundred feet for their local retail needs; enhanced connectivity between distinct residential and commercial use areas; or leveraging time-of-day and day-of-week trends to right-size the parking footprint, the alternatives will provide for a land use–transportation network that works for its residents and visitors. The alternatives will depict two possible approaches to land use, site design, circulation, open space, and trail options for future development of the Chandler Area. Each alternative is intended to show different options for City staff, the AC, and decision makers to review, then select the components from each that they like best. It is likely that aspects from each alternative will be well received and that the Preferred Plan developed in Task 4.2 will be a combination of ideas from each. The alternatives will be graphically depicted in plan view with a buildout summary, supplemented by photos of housing and building typologies for the identified density and intensity of development. Case studies and sketches of specific areas may also be included to demonstrate concepts.

4.2 Preferred Plan

Based on community input, the PlaceWorks team will finalize the Preferred Plan, including the buildout summary, population and employment projections, unit count, and nonresidential square feet. This information will be used for the Project Description and technical modeling. We anticipate one of the optional study sessions from Task 3 could be used during this milestone to keep City decision makers informed and engaged in the process. We will also prepare the primary project objectives and project description for initiation of California Environmental Quality Act analysis (CEQA), described in Task 5.

4.3 Specific Plan Format and Outline

PlaceWorks will prepare an outline for the Specific Plan as well as up to three document layout options. The Specific Plans is anticipated to be visually rich, conveying the necessary information in a way that is easy to understand. This task includes a meeting with City staff to discuss options and select a template.

4.4 Draft Specific Plan

This task involves preparing all components of the Chandler Area Specific Plan—including establishing new zoning, design direction, placemaking concepts, and infrastructure plans—to set the stage for new development. PlaceWorks will lead the specific plan with support from Fuscoe for infrastructure and Fehr & Peers for circulation. The plan will build upon the 2024 General Plan Chandler Policy Area Conceptual Plan. The Specific Plan will provide reasonable flexibility for property owners while providing "guard rails" to ensure the quality, form, connectivity, and community benefits are achieved. The plan must also account for and enable incremental change over time while ensuring that existing businesses can continue to operate. The Specific Plan will be prepared in accordance with the California Government Code and may be organized as follows.

Chapter 1. Introduction and Setting. The Introduction will contain Existing Condition information gathered in Task 2: a brief overview of the history of the Chandler Area; the purpose of the Specific Plan; a discussion of the major environmental, economic, and land use factors that are driving change; a summary of how the project responds to key issues; a discussion of the plan's consistency with the General Plan and its relationship to other relevant agency plans; a description of the preparation process and public participation; and a discussion of the document's organization. Since the area is within the planning boundary for the Chino Airport, the Specific Plan will need to conform with the Airport Land Use Compatibility Plan (ALUCP) policies pertaining to land use. Per State law, the draft Specific Plan will require submission to the Airport Land Use Commission for a review of the document's consistency with the ALUCP.

Chapter 2. Vision and Guiding Principles. This chapter incorporates the Vision that was developed during the process, which describes the area in terms of physical development, uses and activities, improvements to the public realm, connectivity to activity centers, and how the area will serve the local and broader community. The Guiding Principles will describe how the site plan, mix of uses, design, landscape concepts, and development regulations achieve the vision. Imagery and illustrations from Task 3.7 will be incorporated to bring this chapter to life.

Chapter 3. The Plan. This chapter will provide a comprehensive description of the overall development plan, encompassing the conceptual land use plan, circulation plan, infrastructure plan, and public realm or landscape concept. Specifically, this chapter will include:

Land Use Plan. This section will contain the land use diagram and accompanying text description, which establish the appropriate land use designation(s) for the site. It will also contain a statistical summary that identifies the maximum buildout potential as well as any specific minimum densities or intensities. The concept drawing of the preferred plan from Task 4.2 will also be included in this section.

Mobility Plan. Based on the Preferred Plan, Fehr & Peers will prepare circulation recommendations to improve the multimodal mobility of the Chandler Area. Recommendations may include:

- Reconfiguration of roadway sections to accommodate "complete street" improvements (e.g., bicycle facilities, wider sidewalks, equestrian facilities) or a "finer" street network
- Pedestrian and bicycle crossing enhancements, such as:
  - Upgraded crosswalks
  - Pedestrian or bike phases
  - Leading pedestrian intervals
  - Curb extensions
  - Protected left turn phases

Fehr & Peers will support PlaceWorks in the preparation of alternative cross-sections to be reviewed and refined by the City. The Mobility Gap Analysis (Task 2.2.3) will inform the preparation and finalization of the Mobility Plan and cross-sections. The Mobility Plan section of the Specific Plan will contain a diagram and text description of the mobility plan for the area, including existing and any future roadways, road types, existing ingress/egress points, ultimate pedestrian and bicycle circulation, trails, and transit facilities.

OPTIONAL: Key Intersection Operations Analysis

The Multimodal Circulation Analysis will focus on connectivity and accessibility across various transportation modes, with an emphasis on the placemaking benefits of a multimodal network. However, we recognize that vehicle level of service (LOS) may be an important factor in public engagement and decision-making for the Specific Plan. If desired by the City, Fehr & Peers will conduct a Key Intersections Operations Analysis.

If this analysis is selected, Fehr & Peers recommends that the following three intersections be studied:

1. Chandler Street & Hellman Avenue
2. Chandler Street & Selby Avenue
3. Chandler Street & Archibald Avenue

Fehr & Peers will collect peak-hour turning movement counts and conduct an intersection operations analysis using the Highway Capacity Manual (HCM) methodology as applied in the Synchro 12 software. For the intersection of Chandler Street & Archibald Avenue, Fehr & Peers will update their work from the Eastvale Citywide LOS study completed in 2023. The intersection operations analysis will include the following scenarios:

- Existing Conditions (2025): AM & PM Peak Hours
- Future No Project (Opening Year of Project): AM & PM Peak Hours
- Future Plus Project Option (Opening Year of Project): AM & PM Peak Hours, up to two land use alternatives

If applicable, Fehr & Peers will recommend operational improvements for intersections identified as deficient under the Future Plus Project scenarios. Recommendations may include updated signal timing, lane geometry, and signalization of unsignalized intersections. The findings and recommendations from the intersection operations analysis will be included in an Intersection Operations Technical Memorandum.

Infrastructure Plans. Fuscoe will evaluate the proposed land use changes compared to the existing drainage, water, and sewer systems. They will coordinate with City Public Works staff on potential impacts and infrastructure improvements.

A. **Hydrology.** Evaluate the proposed drainage patterns consistent with the proposed land plan and identify where storm drain improvements are necessary to deliver flows to the Riverside County Flood Control facilities and/or Cucamonga Channel. Compare impervious assumptions from the 2002 Eastvale Master Drainage Plan to the proposed land use and confirm peak flow rates are equal to or less than original assumptions.

B. **Prado Dam Spillway Elevation Modification Project.** Working with OC Flood Control District, identify compatible land uses below the 566-foot elevation to maximize use and functionality within the specific plan area.

C. **Water and Sewer.** Overlay the proposed water and sewer improvements with the proposed land uses and identify any concerns or constraints to future connections.

Note: Water and Sewer evaluations do not include any hydraulic modeling or use of the City of Eastvale existing water and sewer hydraulic models. If the City requires updating their models for assessing impacts, Fuscoe will provide updated input parameters (proposed demands) for use within the model(s).

Fuscoe will assist with the preparation of the Infrastructure section of the Specific Plan. It will include diagrams and text descriptions of conceptual plans for providing water, sewer, and stormwater services to the area. It will also describe existing service conditions, planned improvements, and any needed improvements for the area. On-site water quality management, including any commitments to environmental sustainability features, will also be included in this section.

Chapter 4. Development and Design Standards. This chapter will contain customized development and design standards to facilitate the desired changes for the Chandler Area. Regulations will be tested—given the irregular parcel sizes—to ensure implementation of the housing and commercial prototypes envisioned. The objective is also to provide flexibility to adapt to changes in the marketplace over time, especially given the incremental and organic nature of the expected changes. Additionally, the requirements should include other community benefits that have been vetted with the City and are based on input from stakeholders. The standards in this chapter are anticipated to include:

- Permitted, prohibited, accessory, and conditional land uses
- Interim land uses
- Development capacities and intensities
- Development standards,
  - Height (in stories, minimum and maximum) and ground-floor ceiling height
  - Build-to lines/setbacks (front, side, and rear, building-to-building)
  - Encroachments
  - Building orientation
  - Objective design standards
  - Public/private/common open space standards and design standards
  - Parking standards

  - » Signage
- Supporting graphics to illustrate standards effectively.

Chapter 5. Design Guidelines. The purpose of this chapter is to provide a flexible framework that will ensure a high-quality aesthetic and cohesive development throughout the plan area. Design guidelines are intended to supplement the objective design standards. Typically, they cover architectural design character and materials, site design, guidelines for landscaping, ground-floor treatment, and signage.

Chapter 6. Administration and Implementation. This chapter documents how the plan will be administered by City staff and the application process for development. Opportunities to streamline this process will be explored with staff. The process for interpreting, amending, or making minor modifications will be described. This chapter will also include an implementation section with the economic development strategies and financing strategies identified by Kosmont.

4.5 Specific Plan Review and Edits

Time in this task is allocated for Specific Plan edits through various rounds of review with City Staff, the AC, and the public hearing process. This task will result in a Public Review Draft, Hearing Draft, and Final Specific Plan.

Deliverable(s):

- » 2 Land Use Alternatives
- » 1 Preferred plan and meeting
- » Specific Plan Outline and up to 3 document template options (Word or InDesign)
- » Draft Specific Plan with 2 rounds of review and edits
- » 1 final Specific Plan.

Task 5. Environmental Clearance

5.1 CEQA Initiation, Meetings, and Hearings

With the preferred plan selected, PlaceWorks' environmental and technical staff will seamlessly advance into the CEQA phase, drawing on our full engagement throughout the planning process. Our deep familiarity with the project ensures an immediate, efficient start to preparing the EIR Addendum and supporting technical studies, maintaining momentum and continuity from vision to environmental documentation.

5.1.1 Meetings

For the duration of the project schedule (which we anticipate being approximately eight months for the environmental effort), our cost estimate assumes attendance/participation by PlaceWorks' project management team at project meetings (via video/audio conferencing) with City staff (as determined necessary by the City). This effort includes preparation for and attendance at the meetings. For budgeting purposes of this proposal, we assume attendance of the CEQA project management team at up to six virtual meetings. In addition, PlaceWorks' CEQA project management team and a representative from our technical team, as needed, will attend a meeting with the City (via video/audio conferencing) to kick off the environmental work.

5.1.2 Hearings

If attendance is requested, our budget includes attendance of the project management team at two public hearings: Eastvale Planning Commission and City Council. This effort includes preparation for and attendance at the hearings.

Deliverable(s):

» Meeting and public hearing attendance and participation, as outlined above

5.2 CEQA Project Management and Coordination

Throughout the course of the project services to be provided, internal team management and coordination are necessary to ensure timely and consistent delivery of high-quality services and work products. Project management responsibilities include task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; consultation and coordination with local, regional, and state entities relative to the environmental review process; and coordination and communications with the City to ensure compliance with policies, procedures, and any applicable codes.

Deliverable(s):

» Project management and coordination for the duration of the project schedule, anticipated to be approximately 8 months

5.3 Technical Studies

PlaceWorks and its subconsultant (Fehr & Peers) will prepare the technical studies outlined in Tasks 5.3.1 through 5.3.3 to support the proposed specific plan and preparation of the EIR Addendum.

5.3.1 Air Quality, Energy and GHG Analysis

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis to evaluate potential criteria air pollutant, toxic air contaminant (TAC), energy, and GHG emissions impacts associated with the proposed specific plan compared to that identified in the General Plan Update EIR. Impacts will be programmatic, based on the level of detail identified in the proposed specific plan and modeled based on the current methodology of the South Coast Air Quality Management District (South Coast AQMD) for projects in the South Coast Air Basin (SoCAB). Modeling of operational-phase criteria air pollutant and GHG emissions will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the EIR Addendum, and modeling will be included as an appendix. If necessary, mitigation measures from the General Plan Update EIR will be modified to reduce any potentially significant regional and/or localized air quality impacts.

Construction Phase Impacts. The General Plan Update EIR identified that construction-phase air quality impacts are significant and unavoidable. Potential construction emissions associated with the proposed project will be evaluated qualitatively because site-specific construction information is not anticipated to be available for the plan. Impacts of the proposed specific plan will be compared to impacts identified in the General Plan Update EIR within the proposed specific plan area.

Operational Phase Impacts. The General Plan Update EIR identified that operational-phase air quality impacts are significant and unavoidable. The proposed project could generate an increase in criteria air pollutant and/

or GHG emissions from transportation sources (passenger vehicles), energy (natural gas and indirect emissions from purchased electricity), area sources (landscape emissions, consumer products), indirect emissions from water use and wastewater generation, and indirect emissions from waste disposal from existing conditions but would not exceed the buildout analyzed in the Eastvale 2040 General Plan. Further, it is not anticipated that the land uses in the proposed specific plan would include industrial or business park uses that would be likely to generate a substantial number of truck trips or stationary source emissions. PlaceWorks will provide a plan-level emissions analysis of the plan area for the proposed project. Modeling will be based on the existing and project weekday and weekend daily trips and weekday vehicle miles traveled (VMT) provided by Fehr and Peers for the proposed-project, full-buildout scenario. Long-term emissions from operation of the proposed project will be compared to South Coast AQMD's significance thresholds and impacts identified in the General Plan Update EIR.

Energy. The General Plan Update EIR identified less than significant impacts to energy resources and no conflict with state or local plans for increasing renewable energy or energy efficiency. PlaceWorks will provide a quantitative analysis of the proposed project's energy impacts compared to the approved project and impacts identified in the General Plan Update EIR. PlaceWorks will also evaluate consistency of the proposed project with applicable state and local plans related to energy efficiency and renewable energy.

Consistency with GHG Reduction Plans. The General Plan Update EIR identified that GHG emission impacts are less than significant and would not conflict with the State's GHG plans (i.e., CARB 2022 Scoping Plan and SCAG 2020 RTP/SCS). The GHG analysis will discuss state, regional, and local GHG reduction goals, including Senate Bill 32 (SB 32), Assembly Bill 1279 (AB 1279), and SB 375. To achieve the GHG reduction targets of SB 32 and AB 1279 the California Air Resources Board (CARB) adopted the 2022 Scoping Plan. The Southern California Association of Governments (SCAG) has adopted the Regional Transportation Plan / Sustainable Communities Strategy (Connect SoCal 2024) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. GHG emissions analysis will be based on consistency of the proposed project with the priority actions in the 2022 Scoping Plan, SCAG 2024 RTP/SCS, and impacts identified in the General Plan Update EIR.

Deliverable(s):

- The air quality, energy, and GHG analyses will be summarized in the EIR Addendum; modeling included as an appendix

5.3.2 Noise and Vibration Assessment

PlaceWorks will prepare the noise and vibration technical analyses in relation to the analysis for the Specific Plan update compared to that identified in the Certified EIR. The technical noise impact analysis will discuss relevant standards and criteria for noise exposure, including those in the City of Eastvale General Plan Noise Element and Municipal Code. The results of this analysis will be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions. The dominant noise source in the plan area is transportation noise from Chandler Street and Archibald Avenue and other local roadways. PlaceWorks will conduct a noise monitoring survey to assess existing conditions and identify the nearest sensitive receptors and other environmental characteristics. PlaceWorks' noise specialist will conduct up to two long-term (24 hour) or up to six short-term (15-minute) noise measurements at representative off-site noise-sensitive locations.

Transportation Noise. Traffic noise will be analyzed quantitatively based on information provided by the traffic engineer assigned to the project and the FHWA Highway Traffic Noise Prediction guidelines. PlaceWorks will assess the potential increase in traffic noise levels along major arterials and highways and identify areas along roadway segments (such as Chandler Street, Archibald Avenue, and other affected roadways) that would either be exposed to noise levels above established criteria or result in an increase of more than 3 dBA over the baseline levels.

Stationary Noise. Noise impacts from non-transportation sources will be evaluated based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in the specific plan area in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified in the Eastvale Municipal Code.

Construction Noise and Vibration. PlaceWorks will provide a quantitative analysis for potential construction impacts associated with implementation of the proposed project. Noise and vibration effects from construction activities will be estimated based on available construction information provided by the applicant, and the results will be discussed in terms of accepted local standards and the Federal Transit Administration guidance manual. Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with implementation of the proposed project.

Deliverable(s):

» The noise and vibration analysis will be summarized in the environmental document with technical modeling included as an appendix

5.3.3 VMT Screening Evaluation and Focused Traffic Assessment

As subconsultant to PlaceWorks, Fehr & Peers will prepare a CEQA Transportation Technical Memorandum that can serve as an appendix to the EIR Addendum. The CEQA transportation analysis will be based on the "Appendix G" checklist from the CEQA Statutes & Guidelines, which poses the following transportation-related questions:

Section XVII. Transportation; would the Project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
d) Result in inadequate emergency access?

Section XVII(b) pertains to the VMT metrics of the Project. The Riverside County Transportation Model (RIVCOM) will be used to forecast VMT with the growth and land use changes proposed in the Specific Plan. It will be updated to reflect the Specific Plan based on the proposed changes to the socioeconomic data (households, population, jobs) associated with the Plan. The RIVCOM Model will be used to estimate VMT for the General Plan EIR versus the implementation of the Specific Plan. The remaining Section XVII "Appendix G" questions as they apply to the Project will be addressed in the CEQA Transportation Memo, with supporting analysis if necessary.

Deliverable(s):
» CEQA Transportation Technical Memorandum

5.4 SB 18 Tribal Consultation

Please note that, unlike other CEQA documents (e.g., EIR, MND), an Addendum does not require a public review period. Because of this, AB 52 Tribal Consultation is not triggered by an addendum—only by documents with formal public noticing or public review, such as an MND or EIR. However, SB 18 tribal consultation is linked to consideration of the specific plan adoption and will be required for the project. PlaceWorks will coordinate with the City and the Native American Heritage Commission (NAHC) to determine which need to be contacted. PlaceWorks will draft the template consultation letters on behalf of the City and submit them to City staff for review and use. PlaceWorks will coordinate with the City to print the final letters on agency letterhead and send them to the tribes. PlaceWorks can assist with the consultation, but the expectation is that the City will take the lead with the tribes.

Deliverable(s):
» Draft SB 18 Tribal Consultation Letters

5.5 Project Description

A key element of our approach involves the development of a clear description of the proposed Specific Plan. It is critical that the project description meets the requirements of CEQA by providing a clear, concise description of all project activities while still allowing for some level of flexibility to develop final project details. .

CEQA Guidelines Section 15124 indicates that the project description should contain precise boundaries and location, a clearly written statement of objectives, and a general description of the project characteristics and supporting public service facilities. Section 15124 requires that the project description not supply extensive detail beyond that needed for evaluation and review of the environmental impacts. A logical, concise, and organized project description sets the tone and structure of the entire EIR Addendum, supports technical studies, and is essential to developing a robust and defensible EIR Addendum. To achieve these fundamental requirements, PlaceWorks will develop a comprehensive project description detailing each component of the project.

We will work with the City and the project team to prepare a thorough project description that addresses all important elements and activities of the proposed specific plan and that will form the foundation for the analysis to be undertaken in the EIR Addendum and all accompanying technical studies.

PlaceWorks will submit the draft project description to the City for review. For budgeting purposes of this proposal, we assume one round of review of the project description by the City will be necessary.

Deliverable(s):
» Draft and final project description, in digital format (MS Word and PDF)

5.6 EIR Addendum

5.6.1 Administrative Draft EIR Addendum

PlaceWorks will prepare an Addendum to General Plan Update EIR in conformance with CEQA, the CEQA guidelines (Section 15164), and the Eastvale CEQA Procedures. The Addendum will: 1) focus on the proposed

changes to the adopted development land use intensities analyzed in the General Plan Update EIR; and 2) update the environmental conditions for each of the environmental topics that were evaluated in the General Plan Update EIR to determine if there are any changes in circumstances that would result in any new significant impacts not previously identified.

The Addendum will include a completed environmental checklist and associated discussion that compares the proposed specific plan with the assumptions in the General Plan Update EIR. We will use our standard Initial Study environmental checklist form and include findings as to the environmental effects of the proposed specific plan in comparison with the findings of the General Plan Update EIR. The Addendum will include the following contents: Introduction, Environmental Setting, Project Description, Environmental Checklist (based on Appendix G of the CEQA Guidelines), Environmental Analysis, List of Preparers, References, and Appendices.

The completed administrative draft EIR Addendum will be submitted to City staff for review and comment. PlaceWorks' project management team will meet with City staff to discuss and resolve any major areas of concern in the administrative draft or to clarify areas of misunderstanding, etc. Follow-up with City staff will be conducted as necessary to respond to comments.

For budgeting the purposes of this proposal, we assume that one round of review of the administrative draft EIR Addendum by City staff will be necessary. Modification to the scope of work, budget, and time frame may be necessary if additional administrative draft reviews are required.

Deliverable(s):
» Administrative Draft EIR Addendum, in digital format (MS Word and PDF)

5.6.2 Proof-Check Draft EIR Addendum

PlaceWorks will edit the administrative draft EIR Addendum upon receipt of any final review comments from City and prepare the proof-check draft EIR Addendum. The proof-check draft EIR Addendum will be submitted to the City for review to ensure that all comments have been addressed.

Deliverable(s):
» Proof-Check Draft EIR Addendum, in digital format (MS Word and PDF)

5.6.3 Final Draft EIR Addendum and Notice of Determination

Upon approval of the proof-check draft Addendum, we will prepare the final draft EIR Addendum and submit it to the City for consideration by the Eastvale Planning Commission and City Council. Also, within five days of the final EIR Addendum certification by the Eastvale City Council, PlaceWorks will prepare the Notice of Determination (NOD) and file it with the Los Angeles County Clerk. The NOD and accompanying administrative filing fee (fee for NODs is $50) will be hand delivered so that there is a record of receipt. Filing of the NOD with the County Clerk will be accompanied by the NOD filing receipt from the General Plan Update EIR to show that the CDFW filing fee was already paid. PlaceWorks will also post the NOD to the California Governor's Office of Land Use and Climate Innovation's (LCI) CEQAnet using the LCI process for uploading documents.

Deliverable(s):
» Final EIR Addendum and Notice of Determination, in digital format (MS Word and PDF)
» Post NOD with county clerk and LCI's CEQAnet

Task 6. Public Hearings and Plan Adoption

6.1 Planning Commission and City Council Hearings

In addition to the Study Sessions identified in Task 3, the PlaceWorks team will prepare for and attend three Planning Commission Hearings and two City Council Hearings for adoption of the Chandler Area Specific Plan and associated CEQA documentation.

Deliverable(s):

» Preparation for and attendance at up to 3 Planning Commission Hearings and 2 City Council Hearings (includes presentation of materials).

Task 7. Project Management

7.1 Meetings and Coordination

A successful project requires coordination and communication. PlaceWorks will lead the day-to-day project management for the Chandler Area Specific Plan. Regular communication via Zoom calls and email will ensure all members of the team are in the know. For purposes of the budget we have assumed bi-weekly calls for the duration of the project as identified on our Schedule. We will establish a protocol for email communication, identifying who from the City and the consultant team will be part of the communication. Our project manager will use a variety of tools, including an ongoing budget and schedule tracking template to ensure we stay on track. This task also includes time for subconsultants to participate in meeting with PlaceWorks and/or City staff, as well as outside agency coordination (for coordination, data, and review that will not be addressed in Task 3.3).

Deliverable(s):

» Meeting agendas and summaries, maintain schedule, budget tracking, and invoice reporting.

Schedule

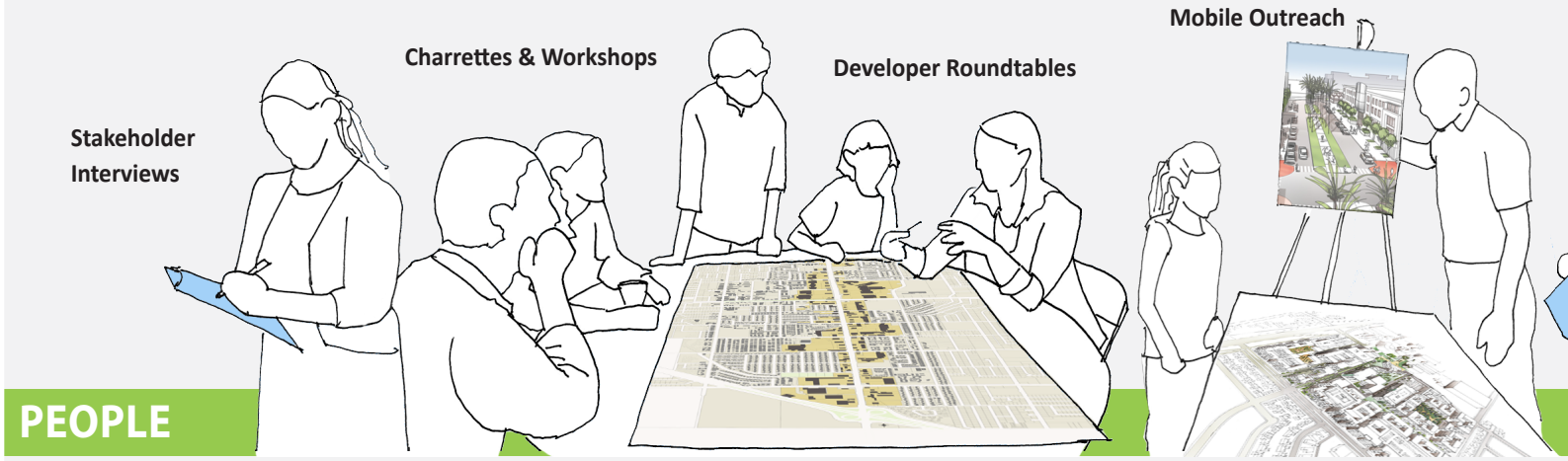
The following schedule proposes a two-year timeline for thoughtful outreach, creation and adoption of the Specific Plan, and CEQA. Given the amount of outreach for this project, we feel that we have proposed a feasible time frame. If staff would like to explore ways to shorten the schedule, we could explore options during our kick-off meeting (Task 1.1) and creation of the Public Engagement Plan (Task 3.1).

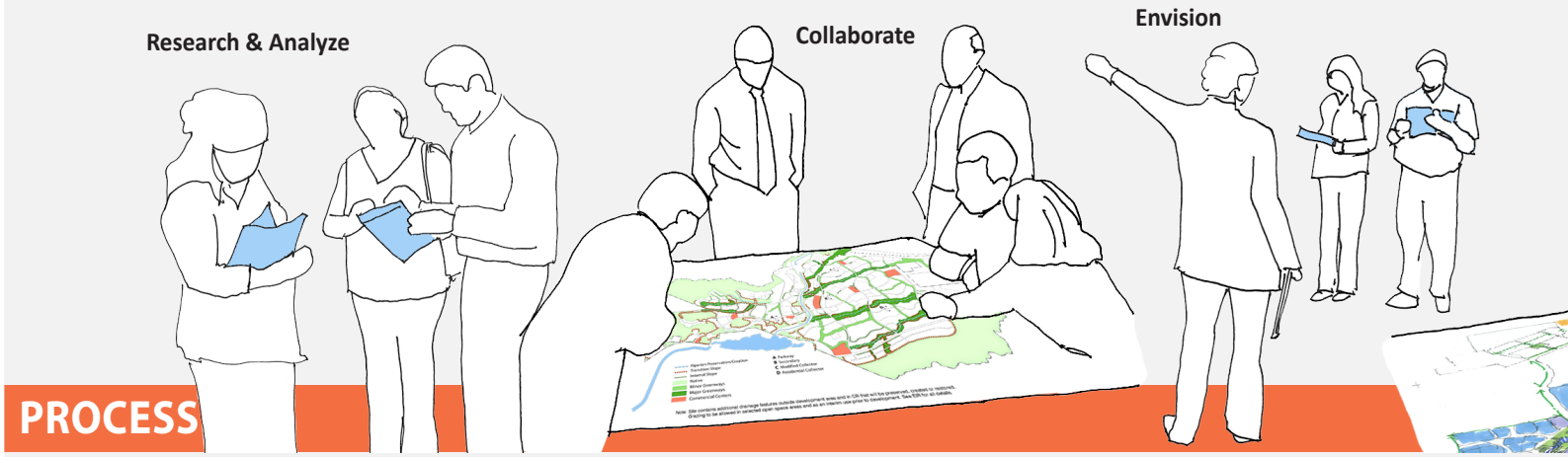
Tasks	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
Task 1. Project Initiation																								
1.1 Kick-off Meeting and Site Tour	✠																							
1.2 Parcel Data and Document Request																								
Task 2. Existing Conditions																								
2.1 Existing Land Use																								
2.2 Existing Mobility																								
2.3 Existing Infrastructure																								
2.4 Story Map																								
Task 3. Community and Agency Engagement																								
3.1 Public Engagement Plan and Meeting with City Staff		✠																						
3.2 Materials, Website, and Social Media	Ongoing																							
3.3 Agency Stakeholder Meetings		✠	✠							✠	✠													
3.4 Developer and Other Stakeholder Meetings			✠	✠																				
3.5 Advisory Committee				✠		✠	✠		✠		✠		✠	✠							✠			
3.6 Public Engagement Meetings (3)					❖			❖				❖												
3.7 Vision and Guiding Principles																								
Task 4. Specific Plan																								
4.1 Land Use Alternatives																								
4.2 Preferred Plan																								
4.3 Specific Plan Format and Outline																								
4.4 Draft Specific Plan																								
4.5 Specific Plan Review and Edits																								
Task 5. CEQA																								
5.1 CEQA Initiation, Meetings and Hearings												✠									✠		✠	
5.2 Project Management and Coordination	Ongoing																							
5.3 Technical Studies																								
5.3.1 Air Quality, Energy and GHG Analysis																								
5.3.2 Noise and Vibration Assessment																								
5.3.3 VMT Screening Evaluation and Focused Traffic Assessment																								
5.4 SB 18 Tribal Consultation																								
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5.6.1 Admin Draft EIR Addendum (includes 1 round of review)																								
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Task 6. Adoption and Hearings																								
6.1 Planning Commission and City Council Hearings																					✠		✠	
Task 7. Project Management																								
7.1 Meetings and Coordination	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	✠	

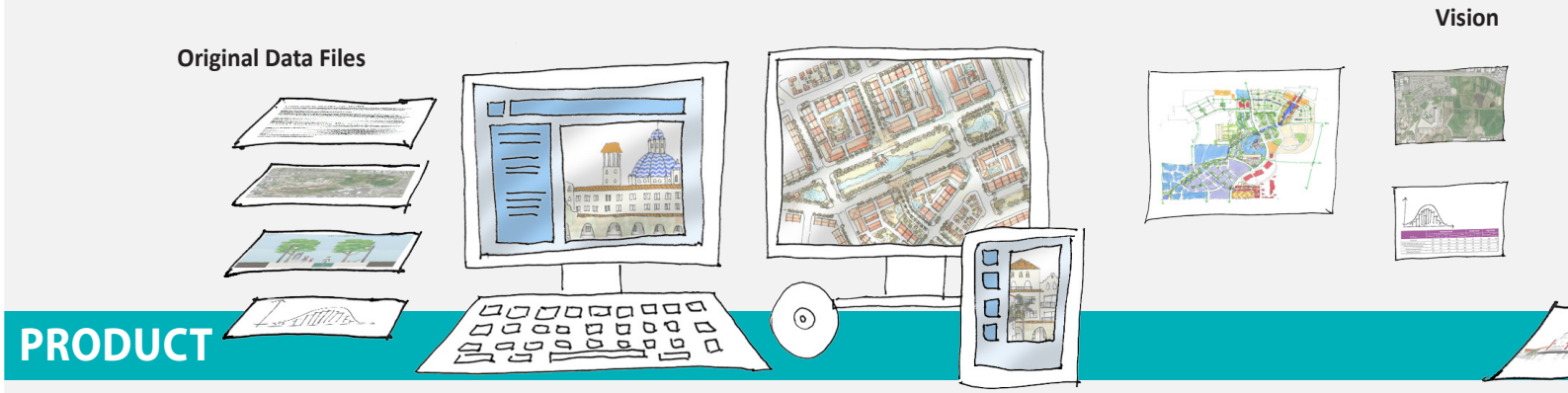
PlaceWorks Preparation of Project Task
Staff Review of Work Products
Meetings -Zoom/Teams or In-Person ✠
Community Outreach Event ❖

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PLACEWORKS TEAM PROCESS







PEOPLE

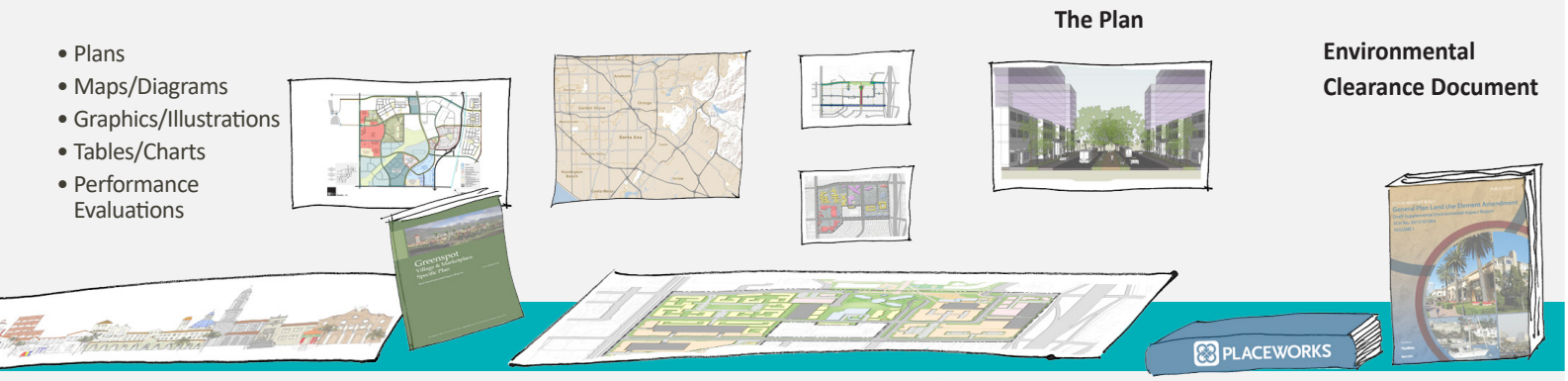
The PlaceWorks Team believes in collaboration and community engagement every step of the way—from the assessment of current conditions and needs, to exploration of opportunities for the future, to confirmation of preferred visions, development plans, and implementation strategies and codes.

The PlaceWorks Team works through multiple methods to include as many people as possible.

PLACEWORKS







PROCESS

The PlaceWorks Team is effective at completing projects on time and under budget.

We establish clear procedures and protocols to ensure that the work and the program address objectives and expected outcomes and coordinates with concurrent client initiatives.

PRODUCT

The PlaceWorks Team is dedicated to providing clients with reliable and effective products. This means that for deliverable work products we will provide the Client with electronic files for publications.

1975–2025

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CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.9
November 12, 2025

Adoption of a Resolution Establishing Design-Build and Progressive Design-Build Conflict of Interest Policy and Guidelines

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council adopt a resolution establishing a design-build and progressive design-build conflict of interest policy and guidelines as required under the California Public Contract Code for any agency that utilized design-build or progressive design-build procurement methods for public projects.

Summary

The proposed resolution establishes guidelines, as required under various sections of the California Public Contract Code, for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity that performs, or has previously performed, services for the local agency relating to the solicitation of a design-build project to submit a proposal as a design-build entity or to join a design-build team for a design-build project or progressive design-build project procured pursuant to procedures set forth in the California Public Contract Code.

Background

Under traditional design-bid-build contracting, the City separately procures design and construction services, which can result in longer project timelines and potential coordination challenges between the design and construction phases.

The State of California authorizes local agencies to use the design-build method for certain public works projects. The design-build process allows the City to enter into a single contract with a

qualified entity that will provide both completed design and construction services.

Use of the design-build process can offer several benefits, including:

- Accelerated project delivery schedules;
- Potential cost savings through innovative design solutions;
- Improved coordination and accountability under a single point of responsibility; and
- Enhanced opportunities for value engineering and risk reduction.

The Public Contract Code requires that the local agency develop guidelines for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity, that performs services for the local agency relating to the solicitation of a design-build project, to submit a proposal as a design-build entity, or to join a design-build team. By adopting this resolution, the City will establish the design-build and progressive design-build conflict of interest policy and guidelines.

Environmental

In accordance with the California Environmental Quality Act (California Public Resources Code §§21000, et seq. ("CEQA")) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.), the actions recommended in this staff report do not constitute a "project" that require environmental review under CEQA because they do not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment, and constitute an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (See specifically 14 CCR §15378(b)(2)).

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

The proposed contract contribute to the development of Downtown Eastvale, which can significantly attract businesses and retailers to establish their presence in the City and create a "Destination Eastvale" with high-quality and unique businesses.

Fiscal Impact

There is no fiscal impact for this agenda item.

Prior City Council/Commission Action

There is no prior City Council Action.

Attachment(s)

Attachment 1 - Resolution 25-XX
Attachment 2 - Exhibit A to Resolution 25-XX

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ESTABLISHING DESIGN-BUILD AND PROGRESSIVE DESIGN-BUILD CONFLICT OF INTEREST POLICY AND GUIDELINES

WHEREAS, the California Legislature has found and declared that various agencies authorized to use the design-build method of project delivery, using a best value procurement methodology, have reported benefits from such projects, including reduced project costs, expedited project completion, and design features that are not achievable through the traditional design-bid-build method; and

WHEREAS, the California Legislature has provided general authorization for certain local agencies to use design-build for certain projects pursuant to the various design-build and progressive design-build procedures set for the in the relevant Chapters of the Public Contract Code; and

WHEREAS, California Public Contract Code Sections 22162, 22171.5, 22180.2, and 22185.2 contain a requirement that each local agency entering into design-build or progressive design-build contracts pursuant to the Public Contract Code Chapters in which those sections are found shall develop guidelines for a standard organizational conflict of interest policy, consistent with applicable law, regarding the ability of a person or entity that performs services for the local agency relating to the solicitation of a design-build project, to submit a proposal as a design-build entity, or to join a design-build team; and

WHEREAS, the Council of the City of Eastvale desires to establish guidelines for a conflict of interest policy pursuant to the aforementioned California Public Contract Sections for the utilization of the design-build or progressive design-build method for future City of Eastvale construction projects.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Eastvale hereby approves and adopts the Design-Build and Progressive Design-Build Conflict of Interest Policy and Guidelines attached hereto as Exhibit A and incorporated herein by this reference.

PASSED, APPROVED AND ADOPTED this 12th day of November, 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 November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE
DESIGN-BUILD AND PROGRESSIVE DESIGN-BUILD
CONFLICT OF INTEREST POLICY AND GUIDELINES
(Public Contracts Code sections 22162, 22171.5, 22180.2, 22185.2*)*

I. PURPOSE

A. The purpose of this policy is to establish guidelines, as required under the California Public Contract Code, including without limitation sections 22162, 22171.5, 22180.2, and 22185.2, for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity that performs, or has previously performed, services for the local agency relating to the solicitation of a design-build project ("Consultant") to submit a proposal as a design-build entity or to join a design-build team ("Proposer") for a design-build project or progressive design-build project ("design-build project") procured pursuant to California Public Contract Code sections 22160 et seq., 22171.1 et. seq., 22180.2 et seq., or22185.1 et seq. or other similar chapters of the Public Contract Code.

II. BACKGROUND

A. Government Code section 1090 prohibits public officials from having a financial interest in any contract they make while acting in an official capacity. Under certain circumstances, Section 1090 can also apply to consultants. For example, under Government Code section 1090, a consultant that enters into an initial contract to perform preconstruction work for a Design-Build Project may be considered an "officer" of the City and thus may have an organizational conflict of interest with respect to subsequent contracts for the same project.

B. Government Code Section 1097.6 clarifies that a consultant performing work on an initial contract who did not assist in preparing solicitation materials for a subsequent contract is not an "officer" under Section 1090, and even if they did perform work on the initial contract, they can still enter into a subsequent contract if their prior participation was limited to conceptual or initial plans and all bidders have access to the same information.

III. POLICY

A Consultant will NOT be allowed to participate as a Proposer or to join a design-build team in response to a design-build Request for Proposals (RFP) if any of the following circumstances is applicable:

1. Consultant prepared or assisted the City with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding subsequent or additional contract with the City. Consultant's work does not fit within this circumstance if Consultant,

working under an initial contract, merely prepared, planned, or discussed conceptual, preliminary, or initial plans or specifications intended to be appended to the RFP or otherwise provided to Proposers, and all bidders or proposers for the subsequent contract are given access to the same information Consultant had, including all conceptual, preliminary, or initial plans and specifications.

2. Consultant advised City on criteria to include in the RFP for assessing Proposals, such as qualifications and experience required for the work, or point systems to include in the RFP for ranking purposes.

3. Consultant's participation in the planning, discussions, or drawing of plans or specifications during an initial stage of a project if that participation was limited to conceptual, preliminary, or initial plans or specifications but not all bidders or proposers for the subsequent contract were provided access to the same information, including all conceptual, preliminary, or initial plans or specifications.

4. Consultant's duties and services related to the initial contract included engaging in or advising on the making of the subsequent contract during its performance of the initial contract.

5. The Consultant has performed work on a previous contract that specifically excludes them from participating as a Proposer or joining a design-build team for the particular design-build project.

6. The Consultant has obtained any advice from the City relating to procurement of the design-build project.

B. Consultants who may have potential conflicts of interest in relation to the design-build project and wish to participate as a Proposer or join a design-build team must:

1. Conform to federal and state conflict of interest rules and regulations.

2. Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer's team (including the Proposer, Proposer's proposed consultants, and subconsultants and or subcontractors and their respective chief executives, directors and key personnel) that may result in, or could be viewed as, an organizational conflict of interest in connection with any design-build procurement including present or planned contractual or employment relationships with any current City employee.

3. Disclose in the response documents to a design-build Request for Qualifications (RFQ) or RFP, all of the work previously performed in connection with the design-build project.

4. Provide ALL records of such work performed for the City so that all information can be evaluated and made available to all potential design-build teams, if necessary.

5. Ensure that Consultant's contract with any other entity or stakeholder in the design-build project, to perform services related to the design-build project has expired or has been terminated.

6. In cases where consultants on different consultant teams belong to the same parent company, each consultant shall describe how the subconsultants and or subcontractors would avoid conflicts through the qualification and bid phases of the design-build project.

7. For other potential conflicts of interest not specifically mentioned above (e.g., employee(s) changing companies, merger/acquisition of firm, financial interest), Consultant shall disclose and address any such potential conflicts of interest.

C. Upon review of the information provided above, the City will determine, in its sole discretion, if the Consultant has gained an actual or perceived unfair competitive advantage that would preclude it from proposing on the design-build project.

D. The successful Proposer for a design-build RFP or firms affiliated with this Proposer are prohibited from competing on any agreement to provide construction management and/or inspection services for the design-build project.

1. An affiliated firm is one subject to the control of the same persons, through joint ownership or otherwise. Except for subconsultants whose services are limited to providing surveying or material testing information, no subconsultants who provided design services in connection with the design-build project shall be eligible to compete for any agreement to provide construction inspection services for the design-build project.

E. After award of a design-build contract, Consultant has an ongoing obligation to monitor its actual and potential conflicts of interest. The City has a right to ongoing enforcement of this Policy. If an organizational conflict of interest is discovered after contract award, the Consultant must make an immediate and full written disclosure to the City that includes a description of the action that the Consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and Consultant was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, or if the Proposer provided false or misleading information, City may terminate the contract. If a new conflict of interest arises after contract award, and Consultant's proposed measures to avoid or mitigate the conflict are determined by City to be inadequate to protect City, City may terminate the contract. If the contract is terminated, City assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or

alleged to have been incurred by Consultant and is entitled to pursue any available legal remedies. Additionally, the City shall be entitled to recover any and all payments made to the Contractor subsequent to the date when the Contractor became aware of or should have become aware of the existence of the conflict-of-interest.

INCORPORATION BY REFERENCE

This Conflict of Interest Policy shall be incorporated by reference into and included as part of all City of Eastvale Design-Build project requests for qualifications and requests for proposals, and all City of Eastvale Design-Build contracts.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.10
November 12, 2025

Contract Amendment for Landscape Plan Check and Design Services with Community Works Design Group (CWDG)

Prepared By:
David Murray, City Planner

Recommended Action(s)
Staff recommends that City Council:

1. Approve the first amendment to the agreement with Community Works Design Group to increase the contract amount for a new total not-to-exceed amount of $550,000; and
2. Authorize the City Manager to execute the contract amendment.

Summary
A request to amend the professional services agreement with Community Works Design Group (CWDG) for landscape plan check and design services to increase the current not-to-exceed compensation by $430,000 for a new total not-to-exceed amount of $550,000 for the remainder of the term, including any optional extension periods if exercised, to accommodate the remainder of the contract with optional extensions.

Background
This is the first amendment (**Attachment 1**) to the contract. The contract was approved by City Council on March 22, 2023 and included an initial term of three years with two optional one-year extensions of time for a total of five years. CWDG provides landscape plan check and design services for development applications associated with planning entitlements. CWDG also provides landscape review services related to code enforcement activity and other properties as requested by the city. Invoices from CWDG are issued based on time spent and hourly rates provided in the approved

contract.

The approved contract included a total not-to-exceed compensation of $120,000.00 for the entire term, including the optional extensions. Total invoiced expenditures for the first two years of the contract (March 2023 through February 2025) were $84,870.80 and $108,531.54, respectfully, for a total of $193,402.34. These invoiced amounts already exceed the contracted not-to-exceed amount by $73,402.34. The requested amendment would increase the total not-to-exceed compensation for the entire five-year term of the contract to $550,000.00 which would cover the cost of previously invoiced work as well as the anticipated cost of future work. Reimbursement is limited to verified work performed and the City has no obligation to pay the full amount of the not-to-exceed total. Further, the majority of the work performed by CWDG relates to private development, where the costs are borne by project applicants through fees collected at the time of application submittal.

This request does not include any changes to the hourly billing rates as previously approved as part of the contract.

Environmental

The proposed contract amendment is not a project as defined by the California environmental Quality Act (CEQA) and as such, no environmental review is required.

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

Not Applicable

Fiscal Impact

The proposed amendment has been anticipated within the 2025-2026 consulting services budget for the Community Development Department and would not have a significant fiscal impact on the overall City budget as the majority of the work performed by CWDG relates to private development, where the costs are borne by project applicants through fees collected at the time of application submittal. Future Community Development Department fiscal year budget requests will also include adequate funding to cover the anticipated costs. General Fund Accounts 100-300-6431 (Planning Contract Services) and 100-300-6433 (Private Land Development Contract Services) have adequate budget to cover the anticipated work for the remainder of the 2025-26 fiscal year.

Prior City Council/Commission Action

On March 22, 2023 the City Council entered into an agreement with Community Works Design Group (CWDG) for landscape plan check and design services for an initial three-year term with the ability to renew up to an additional two one-year terms.

Attachment(s)

Attachment 1 - CWDG First Amendment.docx
Attachment 2 - CWDG Agreement 03-22-2023.pdf

First Amendment to Agreement

The First Amendment to Agreement ("First Amendment") is entered into this ___ day of _____, 2025 by and between the City of Eastvale, a California general law city ("City"), and Community Works Design Group (CWDG) ("Contractor"), as follows:

RECITALS

A. City and Contractor entered into an agreement for Landscape Plan Check and Design services on or about March 22, 2023 ("Agreement").

B. Section 4 and Exhibit "B" to the Agreement includes a list of professional classifications and their associated hourly billing rates and the total not-to-exceed compensation of $120,000.00 for the term of the agreement, which is three years with two one-year options to extend.

C. City is requesting that the total not-to-exceed compensation be increased an additional $430,000.00 for the remainder of the agreement, resulting in a total not-to-exceed amount of $550,000.00 for the entire possible term, including the two option years, to accommodate projected invoicing for the remainder of the term.

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT.** Section 4(a) and Exhibit "B," paragraph "B" to the Agreement are amended to increase the compensation not-to-exceed amount from $120,000.00 to $550,000.00."

2. **GENERAL PROVISIONS.**

a. Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

b. Integration. This First Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

c. Effective Date. This First Amendment shall not become effective until the date it has been formally approved and executed by the appropriate authorities of the City and Consultant.

d. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

e. References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

CITY OF EASTVALE

_____
Mark Orme, City Manager

ATTEST

_____
Marc Donahue, City Clerk

APPROVED AS TO FORM

_____
Erica L. Vega, City Attorney

COMMUNITY WORKS DESIGN GROUP

_____
Scott Rice, President

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
[LANDSCAPE PLAN CHECK AND DESIGN SERVICES]

This Agreement for On-Call Professional Services ("Agreement") is entered into as of this 22 day of March, 2023 by and between the City of Eastvale, a municipal corporation ("City") and Community Works Design Group (CWDG) ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of its 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 as needed and requested by the City.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three years commencing on the date first ascribed above. City may extend the Term of this Agreement two times for one year each time, for a total potential term of five years.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform Landscape Plan Check and Design services as 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 that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one-hundred twenty-thousand dollars ($ 120,000.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps,

models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require

that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

(c) Neither Contractor, nor any of Contractor's officers, employees, agents or subcontractors shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, or its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Contractor shall keep itself informed of and comply with all applicable federal, state

and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

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

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related

services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

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

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part

of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any

work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

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

To Contractor: Community Works Design Group (CWDG)
Attn: Scott Rice, President
4649 Brockton Avenue
Riverside, CA 92506

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 Section 4.06.050 of the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any

provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A," "B" and "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. NONEXCLUSIVITY.

This Agreement shall not preclude the City from contracting with other persons for work that could be performed by Contractor under this Agreement or utilizing City employees to perform such work.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE:

Mark Orme
City Manager

ATTEST:

Marc Donohue
City Clerk

APPROVED AS TO FORM:

Erica Vega
City Attorney

COMMUNITY WORKS DESIGN GROUP:

Scott Rice
President

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

Landscape Plan Check Services

- Review landscape plans for compliance with the City of Eastvale planning and zoning standards, specific plans, master plans, and general plan.
- Review, redline and/or approve landscape irrigation details and specifications, landscape planting details and specifications.
- Workflow methodology for landscape plan application review:
  - Review for application for completeness of submittal.
  - Document any submittal deficiencies and advise the City as necessary.
  - Identify any additional reference materials required for a thorough plan check, such as related off-site improvement plans, maintenance issues, approved landscape conceptual plan, studies, or memoranda.
  - Review project with respect to the relationship between the on- and off-site improvements in order to achieve an understanding of the overall project concept.
  - Review conditions of approval.
  - Review plan submittal documents for conformance with these conditions.
  - Compare construction documents against the approved landscape conceptual plan for landscape improvement for tree layout (shading), plant material density, and overall landscape improvement compared to landscape conceptual plan.
  - Compare construction documents against approved landscape conceptual plans and existing approved conditions to verify street widths, sidewalk type and location, trail location and width, right-of-way line, and any identified or other potential discrepancies found within the construction documents or existing approved conditions.
  - Notify the City of any identified or potential discrepancies.
  - Conduct detailed review of the plans based on the City's plan check protocol, professional landscape judgment, experience, and industry standards. In addition, report studies, and other supporting documentation are reviewed for accuracy and appropriateness.
  - Provide comments and redlines.
  - Prepare memorandum documenting plan check findings.
  - All review comments are reviewed and modified as required, and formalized into an official review summary for transmittal to the plan originator.
  - On an as-requested basis, meet with plan originators to discuss and/or clarify plan check comments.

Landscape Inspection Services

- Inspect irrigation condition of water meter, water meter box, water meter lid, backflow size, backflow condition, backflow cage, backflow cage condition, backflow locked, booster pump, booster pump on, booster pump locked, site pressure overall, controller type, controller locked, controller enclosure locked,

electric meter on, electric meter safe, electric meter locked, low voltage connections good; master valve operational, rain/freeze sensors operational, valve boxes clean, valve boxes intact, valve box lids intact, irrigation heads working, remote controls valves working, irrigation damage, overspray, ponding, low head drainage, low site moisture, high site moisture, irrigation on, irrigation off, estimated irrigation efficiency, etc.

- Inspect planting condition of trees, tree stakes, tree ties, tree tubes, tree trimming, tree count, shrubs healthy, shrubs trimmed to natural stance, groundcover trimmed, vines trimmed, no excess leaves, no excess debris, no excess trimmings, bark mulch condition, weeds, graffiti, trash, litter, dumping, landscape lighting, streetlight lighting, pests, gophers, fungus, disease, illegal signage.
- Perform Irrigation Audit if needed or by request.
- Provide an overall maintenance rating (%) and an estimated time frame (calendar days) from last visit by landscape maintenance contractor (for LMD projects).

Design Services

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Provide field surveys as requested.
- Leading a team to prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Preparing conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or visioning sessions with the community.
- Preparing feasibility studies, preliminary documents, for new, renovation, and alteration projects, such as park playground areas, dog parks, tennis courts, pickleball courts, baseball fields, soccer fields, picnic areas and trailheads to name a few.
- Consider aesthetics, function, using native plant species, maintenance requirements, amenities, and providing shade.
- Attending meetings and preparing presentations for staff reports to City advisory board, commissions, and the City Council as warranted or directed by the City Planner or his/her designee.
- Provide maps and mapping services as requested.
- Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the California Environmental Quality Act.
- Provide other design services as requested.

EXHIBIT "B"
COMPENSATION

A. Contractor shall use the following rates of pay in the performance of the Services:

1. Principal Landscape Architect	$215.00 per hour
2. Senior Landscape Architect	$175.00 per hour
3. Certified Irrigation Designer	$175.00 per hour
4. Senior Project Manager	$160.00 per hour
5. Landscape Designer	$130.00 per hour
6. Design Assistant	$75.00 per hour

B. Compensation shall not exceed $120,000.00.

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 "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 13.1
March 22, 2023

Professional Services Agreement with Community Works Design Group for Landscape Plan Check, Inspection, and Design Services

Prepared By:
Gustavo N. Gonzalez, City Planner

Recommended Action(s)

Staff recommends that the City Council Authorize the City Manager to execute a contract with Community Works Design Group (CWDG) for an amount not-to-exceed $120,000.00 to provide on-going landscape plan check, inspection, and design services.

Summary

The Planning Division is responsible for the review and approval of landscape plans and inspections associated with private land development. City staff relies on the technical expertise of landscape architects to provide these services to our applicants, who pay for them as part of the project review process. In 2021, the City Council awarded professional consulting service contracts to twenty-five (25) firms ranging in disciplines, including engineering, project management, land surveying, grant writing, geographic information systems, and landscape plan check and design services. Staff evaluated the expertise and services of the four (4) on-call landscape architecture firms who were offered a contract in December and concluded that CWDG is the most qualified firm to provide these services on behalf of the Planning Division. As such, staff recommends that the City executes a contract with CWDG to provide on-going landscape plan check, inspection, and design services.

Background

The quality of Eastvale's built environment is what makes Eastvale an attractive place for residents and visitors alike. As Eastvale matures into a full-fledged city, the landscape design and maintenance of private commercial and industrial land will be key to maintaining a high-level quality environment. As such, staff seeks a consulting firm that understands good design and can

implement it through the plan check and inspection process. On December 8, 2021, the City Council awarded professional consulting service contracts to the following four (4) firms to provide on-call plan check, inspections, and design services:

- Architerra Design Group
- Community Works Design Group
- Van Dyke Landscape Architects
- Albert A. Webb Associates

Currently, staff must procure a task order every time services are needed from any of the firms above. Given the existing and anticipated volume of landscape plan reviews and inspections, staff seeks a firm to serve exclusively as a consultant in the review and inspection of landscaping projects. In reviewing the qualifications of the firms above, staff found CWDG to be the most qualified firm to provide these services in coordination with the Planning Division. CWDG was established in 1985 and provides municipal planning services throughout the State of California. CWDG has a ready and available pool of professional consultants who draw upon licensed landscape architects, LEED accredited professionals, in-house ISA arborists, certified irrigation designer/certified landscape irrigation auditors, SITES accredited professionals, and certified access specialists (CASp).

In 2021, CDWG worked with staff to create the Limonite Avenue Landscape Conceptual Plan. Implementation of this plan began west of Archibald Avenue and has been instrumental in elevating the aesthetic quality of Limonite Avenue. CWDG currently provides plan check and inspection services, on a per-task-order basis, for projects along Limonite Avenue to ensure the conceptual plan is carried out through implementation.

Environmental

The proposed professional services agreement with CWDG is not considered a project as defined by the California Environmental Quality Act (CEQA). No further environmental review is required.

Strategic Plan Action - Priority Level: 1 | Target #: 2 | Goal #: 3

The proposed contract contributes to the creation of "Destination Eastvale" and develops branding and identity for Eastvale.

Fiscal Impact

Sufficient budget for the current fiscal year is available within the General Fund under the Planning Division's contract services accounts. Most services rendered by CWDG would consist of plan check and inspections services, which are paid for by project applicants through the developer deposit process (account 100-300-6433). Design services requested by staff for city-initiated projects would be covered by the Planning Division's budget (account 100-300-6431).

Prior City Council/Commission Action

On September 23, 2020, the City Manager awarded a contract to CWDG to develop the Limonite Avenue Landscape Conceptual Plan.

On December 8, 2021, the City Council awarded a professional consulting service contract to CWDG to provide plan check, inspections, and design services on a per-task-order basis.

Attachment(s)

Attachment 1 - Agreement for On-call Professional Services
Attachment 2 - Statement of Qualifications

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.11
November 12, 2025

Second Reading and Adoption of Chapter 4.06 of Title 4 and Chapter 2.100 of Title 2 to the Municipal Code to Update Guidelines for Purchasing Goods and Services; Disposition of Surplus Supplies and Equipment; and Administration of Disaster Operations and Relief

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Prepared By:

Karla Lopez, Purchasing Manager

Recommended Action(s)

Staff recommends that the City Council adopt two ordinances entitled:

1. An Ordinance of the City Council of the City of Eastvale, California, Amending Chapter 4.06 of the Eastvale Municipal Code Pertaining to Purchasing Goods and Services; and
2. An Ordinance of the City Council of the City of Eastvale, California, Amending Chapter 2.100 of the Eastvale Municipal Code Pertaining to Disaster Operation and Relief.

Summary

Staff recommends several updates to the City's purchasing process as codified by ordinance in the City's municipal code. The code was adopted in 2011 and has not been comprehensively updated in the last fourteen years. In the last fourteen years substantial changes in economic conditions have rendered the City's current purchasing municipal code outdated. The last fourteen years saw continued Great Recession recovery and economic expansion with periods of deflation, short-term economic contraction and subsequent expansion from the pandemic, severe post pandemic inflation, and significant technological advancements. These economic impacts created significant

market changes for goods and services. Staff proposes several changes to allow for procurement administrative efficiencies that aid in service delivery and align the city with current best purchasing practices as outlined by the California Association of Public Procurement Officials.

Chapter 4.06 of the Eastvale Municipal Code governs the City's purchasing process. The current authorization limits were first established on January 12, 2011, by City Council with the approval of Chapter 3.12, entitled "Purchasing; Professional Services; Disposition of Surplus Supplies and Equipment" in the Eastvale Municipal Code through Ordinance No. 2010-11. This chapter was subsequently amended by the City Council on June 27, 2018 to adopt Ordinance No. 2018-06, adding a new section entitled "Federally Funded Procurements" and renumber Chapter 3.12 to Chapter 4.06; on June 26, 2019 to adopt Ordinance No. 2019-06 and remedy ambiguities, improve efficiencies, and increase transparency at the direction of City Council; and most recently on February 9, 2022 to adopt Ordinance No. 2022-02 for Senate Bill No. 1383 compliance which required the addition of a section for mandatory organic waste recycling requirements.

Chapter 2.100 was established by City Council through Ordinance No. 2011-14, approved on December 12, 2011. This chapter was provided by the County Office of Emergency Services as part of the Disaster Council Accreditation process and contained standard administrative functions required by the County to receive contract services for fire protection.

Background

Since the most recent update to purchasing authority and bidding thresholds in Chapter 4.06, opportunities for greater administrative efficiencies and transparency have been identified. The current need to increase purchasing authority limits is driven by market conditions and is particularly evident due to consistent cost increases that are unpredictable and fluctuations in pricing. As part of Finance's review of this chapter to update purchasing limits, staff reviewed all sections to create efficiencies in the purchasing, contracting, and related administrative processes. As Eastvale grows and engages more frequently with suppliers, contractors, consultants, and other organizations than in prior years, it's become imperative to reduce staff time to process requests and obtain appropriate approvals at all levels while ensuring compliance with local, state, and federal regulations and also increase efforts to receive the most competitive pricing and best value contracts reasonably possible. Additionally, as part of the updates to Chapter 4.06, Local Preference is included. The recommended update to local vendor preference increases the consideration extended to local goods suppliers participating in the bidding process in consideration of sales tax generation and better accomplish the intent of local selection.

Proposed updates to Chapter 2.100 primarily allow the Director of Emergency Services to procure and enter into contracts without strict adherence to procurement policies during a proclaimed emergency for the preservation of life, health and property. The updates also further clarify the powers and duties of the Director of Emergency Services, which are beneficial in non-traditional emergency situations, health epidemics and other similar situations during which additional clarification of duties increases effectiveness of emergency services and ensures faster delivery of services to residents.

Staff's intent is to create overall efficiencies and increase the effectiveness of existing systems and available resources, including emergency situations. Additionally, to allow the organization to adjust quickly to best practices and market conditions, staff intends to remove some language from the municipal code and add provisions within a purchasing policy. For example, staff removed restrictive

procurement and contracting authority language from the municipal code and added these provisions to the purchasing administrative policy. The policy may be revised periodically as software, internal city processes are updated, and best practices change and further extends staff the ability to negotiate with suppliers and contractors to then execute contracts expeditiously.

Staff presented the recommended changes to Finance Committee on February 18, 2025. The committee questioned the $200,000 limit for request for proposals (RFP) for professional services. Currently the City has no requirements for how professional services are procured, the new municipal code will require an RFP process for any professional services that will exceed $200,000. This amount was determined by collecting data on the City's existing professional services agreements. A natural break was discovered in agreement compensation between $200,000 and $300,000. A chart detailing this data is attached to this report as Attachment 3 to this report. As such, staff determined that $200,000 is a reasonable amount at which to require an RFP. Additionally, the Committee questioned the staff's request for a $50,000 City Manager authority. The City Manager's current authority is set at $24,999 and was set in 2011. Considering inflation, City service expansion, and bringing many previously contracted services in-house which in turn significantly increased goods and service procurement, staff recommends setting the City Manager's authority at $50,000. This is inline with other local cities, as outlined in Table 1 in the Analysis section.

Analysis

As part of staff's research, the Purchasing Manager surveyed the surrounding cities of Chino, Chino Hills, Corona, Fontana, Jurupa Valley, Norco, Ontario, and Rancho Cucamonga to align recommendations with current practices of those cities as closely as possible and according to Eastvale's needs. In general, the purpose of updates to Chapters 4.06 and 2.100 of the municipal code is to increase contract authority limits, increase informal and formal bidding thresholds, ensure due diligence and fiscal responsibility, and update language that's administrative in nature to reduce administrative inefficiencies and increase expediency to contract for goods and services.

Below is an outline of the updates to Chapters 4.06 and 2.100:

A. Chapter 4.06 (Attachment 1)

1. Amend Section 4.06.030. Authority and responsibility.
    a. Defines roles and responsibilities of the purchasing officer to be designated by the Finance Director, at the direction of the City Manager.
    b. Adds Ethics Statement for the procurement of goods, services, and public projects.

2. Amend Section 4.06.050 Purchase order and contract requirements, approval authority.
    a. Section renamed "Authority to enter into contracts";
    b. Approval authority table and language regarding department heads' and Finance Director's approval limits removed to allow City Manager to delegate authority to department heads and management in administrative policies that can be updated as necessary; and
    c. Increases City Manager's contract authority as follows:
        - Contracts for goods and services from $24,999.99 to $50,000.00;

- Change orders up to 10% for all goods and services contracts approved by City Council-approved; and
- Change orders for all goods and services contracts provided that all change orders in aggregate do not cause the total contract amount for any one contract to exceed $55,000.

3. Amend Section 4.06.060. Competitive informal bidding procedures – goods and services
    a. Increases limit from $5,000.00 to $10,000.00 to allow staff to procure goods and services up to $10,000.00 without informal or formal bidding;
    b. Procurement of goods and nonprofessional services over $10,000.01 will require 3 quotes;
    c. Procurement of professional services between $10,00.01 and $199,999.99 will now require due diligence (3 proposals), unless exempt under Section 4.06.090; and
    d. Allows staff the ability to vet suppliers, contractors, consultants prior to awarding contracts.

4. Amend Section 4.06.070. Competitive formal procedures – goods.
    a. Updates bidding procedures to reflect current best practices, including electronic bidding procedures and authorization of purchasing officer's right to make determination regarding the waiving minor bidding informalities and bond/bidder's security requirements.

5. Amend Section 4.06.080 Competitive formal procedures - services
    a. Adds the requirement to formally solicit proposals, quotes, qualifications from firms to provide professional services for contracts over $200,000.00 and award based on overall best value, unless exempt under Section 4.06.090; and
    b. Adds the option for staff to competitively solicit proposals for non-professional services including landscape maintenance, tree trimming, janitorial, and other similar services. Currently the Municipal Code requires staff to bid for these services and award a contract to the lowest bidder without consideration of company experience, qualifications, and capacity.

6. Amend Section 4.06.100. Local preference.
    a. Increases local vendor preference from 5% to 10% when evaluating bids to better exercise the intent of local preference to use the city's purchasing power to strengthen the local economy, keeping tax dollars in Eastvale whenever possible; and
    b. Removes the requirement for local vendors to price match the true lowest bidder's price submission to qualify.

B. Chapter 2.100 (Attachment 2)
1. Adds the authority for the Director of Emergency Services to waive strict procurement policy during a proclaimed emergency and clarifies the duties of the Director of Emergency Services;
2. Updates the definition of a local emergency to match the definition of California Emergency Services Act; and
3. Adds Section 2.100.110 to ensure continuity of government should all members of the

city council and standby members be unavailable in accordance with Government Code Section 8644.

Survey results of other cities and proposed thresholds:

Table 1			
City	**City Manager Authority**	**Informal Bids (3 quotes)**	**Formal Bids (public)**
Eastvale	$24,999.99	$5,000-$24,999.99	$25,000
Chino	$150,000	$25,001-$100,000	$100,000
Chino Hills	$50,000	$10,000-$50,000	$50,000
Corona	$220,000	$75,001-$220,000	$220,000
Fontana	$100,000	$10,001-$100,000	$100,000
Jurupa Valley	$25,000	$500-$5,000	$5,000
Norco	$50,000	$3,500-$50,000	$50,000
Ontario	$100,000	$25,001-$60,000	$60,000
Rancho Cucamonga	$100,000	$20,000-$50,000	$50,000

If amendments to Chapters 4.06 and 2.100 are approved by City Council, the Ordinances would return to the City Council again for a second reading at the November 12, 2025 meeting and become effective on January 1, 2026. Once effective, staff will complete revisions of an updated purchasing policy to be used in the administration procurement procedures for all City departments.

Environmental

Adoption and amendments to the Purchasing of Goods and Services and Disaster Operation and Relief municipal code is categorically exempt from California Environment Quality Act (CEQA) review under the CEQA Guidelines Section 15303.

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

Target F: Innovation & Technology, Goal C: Empower staff to innovate for efficiencies; create a culture of innovation

Target B: Economic Development, Goal D: Develop strategies for business retention, business support, and business reward

Fiscal Impact

The adoption of amended purchasing and disaster operation ordinances for the City's municipal code should have little to zero impact on the city's operating and capital improvement budget. The amendments do include a provision for local preference, which provides a possible ten percent reduction of bids for comparison purposes for vendors who are within the City's boundaries. As a result, if local business are awarded bids, costs may be slightly higher than other bidders. However, any increased costs should be partially offset by sales tax revenues.

Prior City Council/Commission Action

City Council:

- January 12, 2011: the current authorization limits were first established with the approval of Chapter 3.12, entitled “Purchasing; Professional Services; Disposition of Surplus Supplies and

Equipment" through Ordinance No. 2010-11;

- December 12,2 011: Chapter 2.10 "Administration of Disaster Operating and Relief" was established by City Council by adopting Ordinance No. 2011-14;
- June 27, 2018: Chapter 13.2 was subsequently amended by the City Council by the adoption of Ordinance No. 2018-06, adding a new section entitled "Federally Funded Procurements" and renumbered Chapter 3.12 to Chapter 4.06;
- June 26, 2019: Ordinance No. 2019-06 was adopted to remedy ambiguities, improve efficiencies, and increase transparency at the direction of City Council;
- February 9, 2022: Ordinance No. 2022-02 was adopted to implement Senate Bill No. 1383 compliance which required the addition of a section for mandatory organic waste recycling requirements.

Finance Committee:

- February 18, 2025: Finance committee received a presentation on the changes outlined in this report on February 18, 2025. Feedback from the Committee was incorporated into the municipal code updates presented herein, including City Manager authority of $50,000 and professional services request for proposal limit of $200,000.

Attachment(s)

Attachment 1 - Ordinance Amending Chapter 4.06 Purchasing
Attachment 2 - Ordinance Amending Chapter 2.100 Disaster Operations

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING CHAPTER 4.06 OF THE EASTVALE MUNICIPAL CODE PERTAINING TO PURCHASING GOODS AND SERVICES

WHEREAS, the City Council has established by ordinance a purchasing system utilized by City staff to procure goods and services necessary and desirable for the administration of the City's affairs at competitive pricing; and

WHEREAS, as an organization the City has grown substantially since the purchasing system was last comprehensively reviewed and updated in 2019, including the addition of a purchasing manager position; and

WHEREAS, the City Council desires to update and modernize the purchasing system to provide increased flexibility to accommodate efficient purchasing while maintaining requirements for competition to ensure the City is receiving the best value.

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

SECTION 1. Amendment of Chapter 4.06. Chapter 4.06 of the Eastvale Municipal Code is amended in its entirety to read as shown in Exhibit A hereto.

SECTION 2. 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 3. Effective Date. This ordinance shall take effect on January 1, 2026.

SECTION 4. 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 __ day of _____, 2025.

_____
Mike McMinn
Mayor

APPROVED AS TO FORM:

_____
Erica L. 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 Ordinance No. 25-__, was introduced at a regular meeting of the City Council of the City of Eastvale held on the __ day of _____, 2025, and was passed by the City Council of the City of Eastvale at a regular meeting held on the __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

EXHIBIT "A"

CHAPTER 4.06 PURCHASING GOODS AND SERVICES; DISPOSITION OF SURPLUS SUPPLIES AND EQUIPMENT

Sec. 4.06.010. Adoption of purchasing system; purpose and applicability.

A centralized purchasing system is hereby adopted for the following purposes:

(a) To establish efficient procedures for the purchase of supplies, equipment, labor and services (goods and services) required by the City at the lowest possible cost commensurate with quality needed;

(b) To exercise responsible financial control over purchases;

(c) To clearly define authority for the purchasing function through the use of purchase orders, contracts and other authorized procedures;

(d) To establish the necessary procedures for the selection of vendors of all ranges of goods and services so as to avoid favor or prejudice;

(e) To provide for identification of capital assets acquired for the City; and

(f) To establish policy and procedures for the disposition of surplus goods.

This chapter does not apply to contracts for "public projects" that are subject to compliance with the Local Agency Public Construction Act (Public Contract Code section 20100 et seq.). This chapter does not apply to contracts that do not involve the payment of public money to a third party in exchange for goods or services, including but not limited to franchise agreements and agreements related to the acquisition or disposition of rights to real property.

Sec. 4.06.020. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Contract means a mutually agreed upon, legally binding agreement between the city and the vendor, contractor, or consultant.

Department head means the person who is designated by the city manager as being responsible for each particular city department, including, but not limited to, city manager, city clerk, finance, planning, community services, law enforcement services, fire protection services, and engineering/public works.

Economy and *efficiency* refers to cases where, in the case of sound judgment, the need for goods or services is best met by methods which do not comply with the strict procedures of this division, due to time constraints, economy of scale or other considerations.

Emergency means a condition of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

Finance director means the city's finance director, or in the absence of a finance director, the city manager or a person designated by the city manager to carry out the duties of the finance director under this division of the Code.

Goods means supplies, equipment, materials, and any other items for sale or use, but not including real property.

Invitation for bids means a formal solicitation for sealed bids, including invitations for proposals or statement of qualifications, for which a public notice is advertised in accordance with administrative policies or applicable state law for public work projects

Nonprofessional services means all services other than professional services, including but not limited to maintenance, repair, landscaping, janitorial, clerical, and other services that do not require advanced or specialized knowledge, expertise, training or skill. For the purposes of this division, nonprofessional services does not include any services that are performed on a public project and required to be procured and awarded in compliance with California Public Contracts Code.

Proclaimed emergency or *disaster* means the President or Governor has declared or proclaimed a State of Emergency for an area that includes the geographic territory of the city; or a local emergency has been proclaimed and is currently in effect.

Professional services means services that involve the exercise of professional discretion and independent judgment based on advanced or specialized knowledge, expertise or training gained by formal study or experience. Professional services include, but are not limited to, services provided by accountants, appraisers, attorneys, economists, finance, insurance advisors, medical professionals, planning, those professions listed in Government Code Section 4526, and other specialized consultants.

Purchase order means a legal document issued by the city to the selected vendor that authorizes the purchase and payment of goods or services.

Purchasing Officer means the person(s) appointed by the finance director and functioning under his or her general direction and control to assist with the carrying out of the finance director's duties.

Services means the furnishing of labor, time or effort by an independent contractor.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods, as set forth in Title 2 of the Code of Federal Regulations, Part 200, as it may be amended from time to time.

Sole source means when goods or services may be obtained from only one source.

Vendor means the supplier, company, consultant, contractor, firm, and/or organization selected by the city to provide goods and services.

Sec. 4.06.030. Authority and responsibility.

(a) *The finance director*, at the direction of the city manager, has the authority and responsibility to designate a purchasing officer, establish a centralized purchasing system, and establish purchasing policy and procedures for the purchase of goods and services and disposition of surplus supplies and equipment in accordance with this chapter, as it may be amended from time to time by the city council.

(b) *Purchasing officer.* The finance director shall designate a purchasing officer whose duties shall include but not be limited to the following.

(1) May promulgate administrative policies necessary or desirable to carry out the responsibilities of this chapter.

(2) Keep informed of current developments in market conditions and new products and maintain a bidder's list, and other records needed for the efficient purchase of supplies and equipment.

(3) Cause goods delivered to the city to be inspected to determine their conformance with specifications.

(4) Evaluate contract services performed to determine conformance with the specifications set forth in the contract and for compliance with applicable policies, laws and regulations.

(5) Consider and encourage the purchase and use of environmentally friendly, "green" and recyclable materials and products, whenever practicable.

(6) When a contract for a purchase of goods or services is not expressly required herein, determine, in consultation with the city attorney, when it is appropriate for a contract to be executed in conjunction with the purchase of goods or services.

(7) Making determinations as to whether a particular service to be procured qualifies as a professional or nonprofessional service for the purposes of determining the relevant procurement procedures to be followed.

(c) *Department heads.* The head of each city department is responsible for administering and implementing for that department the purchasing policy and procedures set forth in this chapter and those established by the finance director. Each department head or his/her designee shall ensure that sufficient documentation is submitted to the purchasing officer with a request for purchase to demonstrate compliance with this chapter and any applicable administrative policies.

(d) *Ethics Statement*. It is essential for taxpayers, residents, and businesses in the city to have complete confidence in the integrity of their public servants, particularly in the procurement of goods, services, and public projects. City employees, elected and appointed officials must uphold high standards of integrity in their conduct and ensure

that their procurement activities align with administrative policies and any applicable federal, state, and local laws and procure without prejudice, seeking to obtain the maximum value for each dollar expended and avoid unfair practices. At a minimum, city employees are required to adhere to the standards outlined in the Political Reform Act, Government Code Section 8100 et seq.; Fair Political Practices Commission (FPPC), Government Code Section 1090, 87100, and 87103, and Anti-Kickback Enforcement Act of 1986 regulations

Sec. 4.06.040. Determination of purchasing requirements.

The adopted budget for each department for each fiscal year shall include funding for the necessary goods and services for that department during the fiscal year. Unless there is a proclaimed emergency or disaster, a purchase order for goods or services shall not be approved unless there exists an unencumbered appropriation in the department account against which such purchase is to be charged.

Sec. 4.06.050. Authority to enter into contracts

(a) *Initial approval.* The City Manager is authorized to approve and execute contracts for goods and services provided that the amount of the contract does not exceed fifty thousand dollars ($50,000.00). Contracts for goods and services greater than fifty thousand dollars ($50,000.00) shall be approved by the City Council and executed by the City Manager after City Council approval.

(b) *Change orders and amendments*.

(i) Council approved contracts. Change orders and amendments to a contract approved by the City Council may be approved by the City Manager, provided the aggregate amount of all change orders and amendments to a particular contract, including the change order under consideration, do not exceed ten percent of the original contract amount. Any change order or amendment to a contract approved by the City Council that exceeds ten percent of the original contract cost, when considered with the aggregate amount of all other changes to the contract, shall be approved by the City Council.

(ii) *City Manager approved contracts*. Change orders and amendments to a contract approved by the City Manager may be approved by the City Manager, provided that the aggregate amount of all change orders and amendments to a particular contract, including the change order under consideration, does not cause the total cost of the contract to exceed $55,000. Any change order or amendment to a contract approved by the City Manager that results in the total cost of the contract exceeding $55,000 shall be approved by the City Council.

(iii) Any proposed changes to a contract that does not increase the purchase price may be approved by the city manager in accordance with any applicable terms and conditions of the original contract related to change orders or amendments.

(c) The finance director shall provide a report to the city council, or a finance subcommittee established by the city council if one exists, on a recurring basis informing the council or its finance subcommittee of purchases approved administratively.

Sec. 4.06.060. Competitive informal procedures – good and services.

(a) For purchases of goods and services not exceeding ten thousand dollars ($10,000.00), purchases can be made without conducting informal or formal bidding.

(b) For purchases of goods or nonprofessional services with a value of $10,000.01 to $49,999.99, and for purchases of professional services with a value of $10,000.01 to $199,999.99, at least three informal written bids, quotes or proposals must be obtained in accordance with the procedures established by the finance director, unless exempt pursuant to section 4.06.090. The purchase order or contract for such purchases shall be awarded to the lowest responsive, responsible vendor, consistent with the quality, quantity and delivery requirements.

The lowest responsive, responsible vendor shall be determined by such factors as price, ability, references, quality of supplies and equipment. Bids, quotes or proposals shall be submitted to the purchasing officer. The department head shall make a good faith effort to notify all businesses engaged in providing such goods or services located within the boundaries of the city of the opportunity to bid.

Sec. 4.06.070. Competitive formal procedures - goods.

Unless exempt pursuant to section 4.06.090, all purchases of goods of $50,000.00 or more shall be let by the formal procedures set forth herein.

(a) The purchasing officer shall advertise a public notice inviting formal bids.

(1) The public notices shall be transmitted by means established by the administrative code but not recited over the telephone or in person, to all qualified vendors on the city's bid list or who have requested their name to be added thereto. Any interested bidder may obtain an invitation for bid. (2) The public notices shall describe the goods or services in general terms, how to obtain more detailed information, and state the time and place for submission of responses.

(3) Public notices shall be transmitted by way of electronic bidding system for the purpose of receiving sealed electronic bids or proposed contracts no later than ten calendar days before the opening date of the bids.

(4) Public notice shall be published at least ten calendar days before the date of opening of the bids.

(b) All bids shall be submitted sealed and electronically in accordance with the instructions contained in the invitation for bid.

(c) The bids shall be opened in public, at the time and place stated on the invitation for bid. All bids shall be publicly declared.

(d) Contracts shall be awarded in accordance with invitation for bid instructions.

(e) If two or more bids received are the same price and are the lowest price, the city may accept the one it chooses or accept the lowest bid made by negotiation with the bidders at the time of the bid opening.

(g) If no bids are received, the purchase may be let in the open market or by the informal procedures set forth in section 4.06.060.

(g) The purchasing officer shall have the right to waive any defect or informality in the bidding or in the procedures set forth in this section. A waiver of any defect or informality shall not void any contract subsequently entered into.

(h) Formal bidding may require bidder's security as determined by the purchasing officer. Bidder's security shall be in an amount equal to at least 10 percent of the amount bid and shall be in one of the following forms:

(1) Cashier's check made payable to the City.

(2) A certified check made payable to the City.

(3) A bidder's bond executed by an admitted surety insurer which meets the rating requirements established by the City Clerk, made payable to the City.

(j) A bid for which bidder's security is required shall not be considered unless one of the forms of bidder's security is enclosed with it. If the successful bidder fails to execute the contract, the amount of the bidder's security shall be forfeited to the City as set forth below.

(k) The City Council may on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsive bidder. If the City awards the contract to the second lowest responsible bidder, the amount of the lowest bidder security shall be applied by the City to the difference between the low bid and the second lowest bid and the surplus if any shall be returned to the lowest bidder if a check is used or to the surety on the bidder's bond if a bond is used.

(l) In its discretion, the City may abandon the project or cause to have the project re-advertised for bids by the formal procedures set forth in this section.

Sec. 4.06.080. Competitive formal procedures - services.

(a) Contracts for professional services of an estimated value of $200,000 or more shall be awarded upon completion of a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as qualifications, experience, and performance data to determine the best overall value ("Best Value") to the city as determined by the purchasing officer, or may be exempted in accordance with Section 4.06.090.

(b) Contracts for non-professional services of an estimated value of $50,000 or more shall be awarded by a competitive solicitation process as described in paragraph a of this section or through formal bidding procedures as described in Section 4.06.070. The

purchasing officer shall have the authority to determine the appropriate procedure to use for a purchase of non-professional services based on the nature of the services involved.

(c) Notwithstanding section 4.06.050, all contracts for the performance of the annual audit of the city's financial statements shall be approved by the city council.

Sec. 4.06.090. Exemption from procedures upon determination of purchasing officer or city council.

The procurement procedures set forth in sections 4.06.060, 4.06.070 and 4.06.080 may be waived, at the discretion of the purchasing officer or city council, when any of the following are applicable:

(a) After a reasonable attempt has been made to obtain bids, quotes, proposals or other submissions, and it has been determined by the purchasing officer that three responsive submissions cannot be obtained from responsible vendors.

(b) The purchasing officer determines that due to the nature of the goods or services formal bidding or solicitation is not likely to result in the lowest price or Best Value.

(c) The purchase of goods or services is made directly from a vendor at a price established by competitive procedures by another federal, state, county, other public agency or cooperative purchasing programs (also known as “piggybacking”) , even if the agency has not established a cooperative purchase program or the city has not entered into a cooperative purchase agreement with the agency.

(d) The goods or services are unique or proprietary, including, but not limited to, acquisition of data processing, telecommunications and word processing equipment, goods and services.

(e) The goods or services can only be obtained from a sole source.

(f) The purchase of a specific brand name, make or model is necessary to match existing city equipment or aesthetic or facilitate effective maintenance and support.

(g) The purchasing officer determines that to further economy and efficiency it is in the city’s best interest to waive strict compliance with the formal or informal solicitation procedures required herein.

(h) The purchasing of advertising in print or other media formats where legal requirements exist regarding the manner and method of advertising, or where the advertising is aimed at reaching a specific target audience.

(i) The purchasing officer finds that emergency conditions exist that require the immediate purchase of goods or services.

For purchases made from an emergency situation, in accordance with purchasing policy and procedures, the director of any department, with the approval of the city manager, may purchase supplies, equipment, or services directly subject to

parameters set forth in City Council resolution(s) or administrative guidelines. The director will submit a report of the circumstances of the emergency to the purchasing officer within three business days. If the contract is one that in a non-emergency situation would have needed to be presented to city council for approval, then the report will be filed with the city council and will be entered in the minutes of the city council at its next regular meeting.

Sec. 4.06.100. Local preference.

The city council has encouraged all residents and businesses located within the City of Eastvale to shop locally at businesses located in the city. In keeping with this policy except for those contracts funded through programs or partners which prohibit the use of a local preference or as may be prohibited by state or federal law, the purchasing officer shall make every attempt to purchase goods from Eastvale businesses by giving preference to local vendors in the purchase of goods pursuant to the formal or informal competitive procedures. The city must inform prospective bidders that the city will be giving preference to local bidders at the time the bids for goods are solicited.

(a) A vendor shall be considered a local vendor if it meets the following criteria:

(1) It has fixed facilities with employees located within the City limits; and

(2) All sales tax returns for the goods purchased must be reported to the state through a business within the geographic boundaries of the City.; and

(3) It has a City business registration

(b) A purchase of goods where local vendor preference is being given shall be awarded as follows:

(1) If a local vendor submitted the lowest priced submission, then the contract shall be awarded to such qualifying local vendor.

(2) If one or more qualifying local vendors have made a responsive submission but a qualifying local vendor did not submit the lowest priced submission, the submission price of each qualifying local vendor shall be reduced by ten percent for the purposes of comparison when evaluating bids. The reduced price of each qualifying local vendor will then be compared to the other submissions received by the City. If with this ten percent reduction a local vendor would be awarded the contract, the contract shall be awarded to the qualifying local vendor.

Sec. 4.06.110. Disposal of surplus supplies or equipment.

The head of any city department may declare supplies or equipment (collectively "personal property") held by such department surplus. Such declaration shall be in writing and the written declaration shall be delivered to the finance director who shall maintain a written inventory of surplus supplies and equipment for circulation to and review by each department. If any department has use for such personal property, the department head may request reassignment of such personal property from the finance director. The finance director shall

have the authority to assign the personal property to the department best able to make use of such personal property. If no department head makes a request for use of such personal property after the inventory report has been circulated for one month, the personal property shall be deemed surplus.

(a) The finance director shall have the authority to dispose of surplus supplies, vehicles, capital assets, equipment and other materials which cannot be used by any city agency or which have become unsuitable for city use by one or more of the following methods:

(1) *Sale on the open market.* The finance director shall cause to be published at least three days before the sale, in a locally adjudicated newspaper or newspaper circulated in the city, or by posting on any city website, a notice of sale setting forth a general description of the personal property to be sold, and the day, time and location of the sale. The terms of all such sales shall be cash in the amount of the full purchase price.

(2) *Sale by sealed bid or public auction.* As an alternative to the sale on the open market, the finance director may, when in his/her judgment it is in the best interest of the city, sell surplus personal property by means of sealed bid or public auction.

In the case of sale by sealed bid or public auction, the finance director shall cause to be published at least three days before the sale, in a locally adjudicated newspaper, or by posting on any city website, a notice setting forth a general description of the surplus personal property to be sold, and the day, time and location of the sale. The terms of all such sales shall be cash in the amount of the full purchase price.

In conducting an auction, the finance director may contract with a professional auctioneer and allow a flat fee, hourly fee or percentage of the amount of the sale to be paid based upon that which is common and customary method and rate for such auctioneering services.

(3) *Trade-in*, only when the finance director determines that the trade-in value is expected to exceed the value estimated to be obtained through the sale or other disposition of such surplus property.

(4) *Scrap*. Surplus property may be sold as scrap if the finance director deems that the value of its parts exceeds the value of the surplus property as a whole.

(5) *Low Value Item*. Where the finance director determines that surplus property is of minimal value to the City due to spoilage, obsolescence or other cause or where the City determines that the cost of disposal of such property would exceed the recovery value, the City shall dispose of the same in such a manner as they deem appropriate and in the best interest of the City, including but not limited to donation to any other governmental organization (including those outside the United States) or a non-profit group or corporation exempt from

federal taxes pursuant to Internal Revenue Code Section 501(c)(3) located within or serving the City of Eastvale.

(6) Other procedures permitted by law, as directed by the city council.

Sec. 4.06.120. Federally funded procurements.

(a) *Purpose and applicability.* This section pertains to federally-funded projects and purchases. The purpose of this section is to ensure compliance with all applicable federal requirements when federal money is being expended by the city. To the extent that any provisions of this section are inconsistent with any other provisions of this chapter, the provisions of this section shall prevail with respect to federally-funded procurements. If any provision of this section becomes inconsistent with federal requirements, whether due to a change in federal law or regulations, through judicial precedent, or for any other reason, then the city shall not be required to comply with the inconsistent provision.

(b) *Code of conduct.* As representatives of the City of Eastvale, all employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgement. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside the city. The following code of conduct shall govern the performance, behavior and actions of the city, including employees, directors, appointed or elected officials, volunteers, or agents who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services, awarding contracts and grants, and the administration and supervision of contracts:

(1) No employee, director, appointed or elected official, volunteer, or agent of the city shall participate in the selection, award, or administration of contracts supported by a federal award if a conflict of interest is real or apparent to a reasonable person.

(2) Conflicts of interest may arise when any employee, officer, or agent of the city, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a real or apparent financial or other interest in or a tangible personal benefit form a firm considered for the contract.

(3) The city's employees, directors, appointed or elected officials, volunteers, or agents shall neither solicit nor accept gratuities, favors, gifts, consulting fees, trips, or anything having a monetary value in excess of the gift limitation amount established by the fair political practices commission from a vendor, potential vendor, family or employees of a vendor, contractor or parties to subcontractors.

(4) Disciplinary measures for violations of the code of conduct by employees, directors, appointed or elected officials, volunteers, or agents who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services, awarding contracts and grants, and the administration and supervision of contracts could lead to disciplinary measures, up to and including possible termination of employment.

(c) *Solicitation procedures.*

(1) Acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or dividing procurements to obtain a more economical purchase. When appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(2) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the city shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(3) Federal excess and surplus property shall be utilized in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(4) Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(5) Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(6) Records will be maintained to sufficiently detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The city clerk will be the repository for said records and shall be maintained in accordance with the city's adopted records retention schedule.

(7) Time and material type contracts (open-ended) may be used only after a determination that no other contract is suitable. Time and material type contract means a contract where the cost to the city is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expense, and profit. Each time and material contract will set a ceiling price that the contractor exceeds at its own risk. A higher degree of oversight is required in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(8) The city alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the city of any contractual responsibilities under its contracts. The federal awarding agency will not substitute its judgment for that of the city unless the matter is

primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

(d) *Competition.*

(1) All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:

a. Placing unreasonable requirements on firms in order for them to qualify to do business;

b. Requiring unnecessary experience and excessive bonding;

c. Noncompetitive pricing practices between firms or between affiliated companies;

d. Noncompetitive contracts to consultants that are on retainer contracts;

e. Organizational conflicts of interest;

f. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and

g. Any arbitrary action in the procurement process.

(2) Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used as a means to define the performance or other relevant requirements of

procurement. The specific features of the named brand which must be met by offers must be clearly stated.

(4) Bids and proposals shall identify all the requirements which the offerors must fulfill and all other factors to be used in evaluation bids or proposals

(e) *Methods of procurement.*

(1) Micro-purchase: Micro-purchases may be made on the open market. Micro-purchases are purchases where the aggregate dollar amount does not exceed $15,000.00, or $2,000 for acquisitions of construction subject to 40 U.S.C. chapter 31, or $2,500 for acquisitions of services subject to 41 U.S.C. chapter 67, or the current micro-purchase limitation set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. where this threshold is periodically adjusted.

(2) Small purchases: Purchases up to the simplified acquisition threshold may be made by following informal purchasing procedures (§ 4.06.050). The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. and adjusted periodically. As of the date of this ordinance, the simplified acquisition threshold is $350,000.00.

(3) Large purchases: Purchases over the simplified acquisition threshold must be made by any of the following competitive processes:

a. Sealed bids. The fixed price (lump sum or unit price) is awarded to the responsible bidder who conformed to all material terms and is the lowest in price.

i. This method is the preferred procurement method for construction contracts, if the following conditions apply:

(a) A complete, adequate, and realistic specification or purchase description is available;

(b) Two or more responsible bidders are willing and able to compete effectively for the business, and,

(c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

ii. If sealed bids are used, the following requirements shall apply:

(a) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known vendors, providing them sufficient response time prior to the date for opening the bids;

(b) The invitation for bids, which will include any specifications and pertinent attachments, must define the terms or services in order for the bidder to properly respond;

(c) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts will only be used in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(e) Any or all bids may be rejected if there is a sound documented reason.

b. Competitive proposals: This procurement method requires formal solicitation, fixed-price or cost-reimbursement contracts, and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the project, with price being one of the various factors. If this method is used, the following requirements apply:

i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

ii. Proposals must be solicited from an adequate number of qualified sources;

iii. The methods for conducting technical evaluations of the proposals received and for selecting recipients may include, but not limited to: oral interviews, references, past performance, availability to perform work, and certifications as determined by project scope.

iv. Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered;

v. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the project, with price and other factors considered; and,

vi. Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

(4) Noncompetitive proposals: Also known as sole-source procurement, this may be appropriate only when one or more of the following criteria are met:

a. The item is available only from a single source;

b. The public emergency for the requirement will not permit a delay resulting from competitive solicitation;

c. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or

d. After solicitation of a number of sources, competition is determined inadequate.

(f) *Contract cost and price.* A cost or price analysis shall be performed in connection with every procurement action in excess of the simplified acquisition threshold, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates shall be made prior to receiving bids and proposals.

1. Profit shall be negotiated as a separate element of the price for each contract in which there is a no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

2. Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the city under Subpart E - Cost Principles of Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Federal awarding agency or pass-through entity review.*

1. The city shall make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the city desires to have the review accomplished after a solicitation has been developed, the federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

2. The city will make available upon request, for the federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

a. Procurement procedures or operations fails to comply with the procurement standards in this part;

b. The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

c. The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;

d. The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

3. The city is exempt from the pre-procurement review in subsection 2 of this section if the federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

4. The city may request that its procurement system be reviewed by the federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

5. The city may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's right to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the city that it is complying with these standards. The city must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the federal awarding or pass-through entity may accept the bonding policy and requirements of the city provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified;

2. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and,

3. A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as

required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* Contracts where federal funding is utilized shall include the following contract clauses, the specific language of which shall be determined by the city attorney:

1. Equal employment opportunity - All contracts, when funded in whole or partly by monies derived from the federal government (either directly or indirectly), shall contain a provision requiring compliance with equal employment opportunity.

2. Davis-Bacon Act - Applies to construction contracts in excess of $2,000.00. It requires contracts to pay laborers and mechanics wages not less than the prevailing wage as determined by the Secretary of Labor and must be required to pay wages not less than once a week. Each bid solicitation published by the city must contain the current prevailing wage determination. Any award of the contract must be conditioned on contractor's acceptance of that wage determination and suspected or reported violations of this act shall be immediately reported to the federal awarding agency.

3. Copeland "Anti-Kickback" Act - Applies to construction contracts in excess of $2,000.00. It prohibits kickbacks in construction contracts funded with federal monies. Contractors and subcontractors or sub recipients shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled and suspected or reported violations shall be immediately reported to the federal awarding agency.

4. Contract Work Hours and Safety Standards Act - Applies to contracts in excess of $150,000.00 that involve the employment of mechanics or laborers funded with federal money. Such contracts must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

5. Clean Air Act & Federal Water Pollution Control Act - Applies to contracts and sub grants in excess of $150,000.00. Contractor shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Suspected or reported violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. Debarment and suspension - Contracts funded with federal grant monies may not be awarded to contractors that have been debarred or suspended from receiving federal monies pursuant to the System for Award Management (SAM).

7. Byrd Anti-Lobbying Amendment - Contractors that apply or bid for an award of $100,000.00 must certify that they will not and have not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award.

(j) *Contracting with small and minority business, women's business enterprises, and labor surplus area firms.* All necessary affirmative steps will be taken to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) of this section.

(k) *Proclaimed Emergencies or Disasters.* Notwithstanding any other provision in this section, the city shall follow the then-current applicable procurement procedures promulgated by the Federal Emergency Management Agency (FEMA) necessary to be eligible for FEMA funding or reimbursement for purchases during a proclaimed emergency or disaster.

Sec. 4.06.130. Recovered organic material product procurement and recycled-content paper procurement.

(a) All city departments, and direct service providers to the city, as applicable, must comply with the city's recovered organic material produce and recycled-content paper procurement policy, as amended.

(b) All vendors providing paper products and printing and writing paper shall:

(1) If fitness and quality are equal, provide recycled-content paper products and recycled-content printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled paper products and printing and writing paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than one percent of the total cost for non-recycled items.

(2) Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the city. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the city is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the city's recordkeeping designee, of all paper products and printing and writing paper purchases (both recycled-content and non-recycled content, if any is purchased). Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in this Section, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content paper products or printing and writing papers are provided, include a description of why recycled-content paper products or printing and writing papers were not provided.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING CHAPTER 2.100 OF THE EASTVALE MUNICIPAL CODE PERTAINING TO DISASTER OPERATION AND RELIEF

WHEREAS, Chapter 2.100 of the Eastvale Municipal Code provides special administrative procedures applicable during emergencies; and

WHEREAS, as a part of an update to the City's purchasing processes and procedures, amendments to Chapter 2.100 were identified as desirable to clarify purchasing requirements during an emergency.

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

SECTION 1. Amendment of Chapter 2.100. Chapter 2.100 of the municipal code is amended to read as shown on Exhibit A hereto.

SECTION 2. 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 __ day of _____, 2025.

_____
Mike McMinn
Mayor

APPROVED AS TO FORM:

_____
Erica L. 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 Ordinance No. 25-__, was introduced at a regular meeting of the City Council of the City of Eastvale held on the __ day of _____, 2025, and was passed by the City Council of the City of Eastvale at a regular meeting held on the __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

EXHIBIT "A"

CHAPTER 2.100. ADMINISTRATION OF DISASTER OPERATION AND RELIEF

Sec. 2.100.010. Purpose.

The declared purpose of this chapter is to provide for the preparation and carrying out of plans for the protection of persons and property within this city in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations and affected private persons.

Sec. 2.100.020. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, or as defined in the California Emergency Services Act (Government Code Section 8550 et seq.), except where the context clearly indicates a different meaning:

Emergency means a condition of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat.

Sec. 2.100.030. Disaster council—Membership.

The city disaster council is hereby created and shall consist of the following:

(1) The mayor, who shall be chairperson.

(2) The director of emergency services who shall be vice-chairperson.

(3) The assistant director of emergency services.

(4) Such chiefs of emergency services as are provided for in a current emergency plan of this city, adopted pursuant to this chapter.

(5) Such representatives of civic, business, labor, veterans, professional or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the city council.

Sec. 2.100.040. Same—Powers and duties.

It shall be the duty of the city disaster council, and it is hereby empowered, to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement

such plans and agreements. The disaster council shall meet upon call of the chairperson or, upon call of the vice-chairperson (in the absence of the chairperson).

Sec. 2.100.050. Director and assistant director of emergency services.

(a) There is hereby created the office of director of emergency services. The city manager shall be the director of emergency services.

(b) There is hereby created the office of assistant director of emergency services, who shall be appointed by the director.

Sec. 2.100.060. Powers and duties of the director and assistant director of emergency services.

(a) The director is hereby empowered to:

(1) Request the city council to proclaim the existence or threatened existence of a local emergency if the city council is in session, or to issue such proclamation If the city council is not in session. Whenever a local emergency is proclaimed by the director, the city council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect.

(2) Request the governor to proclaim a state of emergency when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency.

(3) Control and direct the effort of the city's emergency organization for the accomplishment of the purposes of this chapter.

(4) Direct cooperation between and coordination of services and staff of the city's emergency organization; and resolve questions of authority and responsibility that may arise between them.

(5) Represent this city in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

(6) In the event of the proclamation of a local emergency as herein provided, the proclamation of a state of emergency by the governor or the secretary of state emergency management, or the existence of a state of war emergency, the director is hereby empowered:

a. To make and issue or suspend or modify rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;

b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use;

c. To require emergency services of any city officer or employee and, in the event of the proclamation of a state of emergency in the county in which the city is located or the existence of a state of war emergency, to command the aid of as

many citizens of this community as deemed necessary in the execution of duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster services workers;

d. To requisition necessary personnel or material of the city's departments or agencies;

e. To execute all ordinary power as city manager all of the special powers conferred by this chapter or by resolution or emergency plan pursuant hereto adopted by the city council, all powers conferred by any statute, by any agreement approved by the city council, and by any other lawful authority;

f. To delegate authority to such city officials as the director determines reasonably necessary or expedient;

g. To transfer the direction, personnel, or functions of city departments and agencies for the purposes of performing or facilitation emergency services;

h. To appropriate and expend funds, execute contracts, authorize the acquisition of property, equipment, services, supplies, and materials without the strict compliance with normal city procurement procedures;

i. To accept services, gifts, grants and loans, equipment, supplies, and materials whether from private, nonprofit, or governmental sources;

j. To make such special provisions for the health and safety of animals as may be necessary and feasible;

k. To make application for local, state, or federal assistance;

l. To establish a curfew during such hours of the days or nights that shall affect categories of persons as may be designated in a curfew order; and

m. To close or cancel the use of any city-owned or operated building or other public facility.

(b) The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform duties during an emergency. Such order of succession shall be approved by the city council.

(c) The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this city; and shall have such other powers and duties as may be assigned by the director.

Sec. 2.100.070. Emergency organization.

All officers and employees of this city, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of section 2.100.060(a)(6)(c), be charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the city.

Sec. 2.100.080. Emergency plan.

The city disaster council shall be responsible for the development of the city's emergency plan, which plan shall provide for the effective mobilization of all of the resources of this city, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the city council.

Sec. 2.100.090. Expenditures.

Any expenditure made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

Sec. 2.100.100. Punishment of violations.

It shall be a misdemeanor, punishable by a fine of not to exceed $1,000.00, or by imprisonment for not to exceed six months, or both, for any person, during an emergency, to:

(1) Willfully obstruct, hinder or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon them by virtue of this chapter.

(2) Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.

(3) Wear, carry or display, without authority, any means of identification specified by the emergency agency of the state or by the city.

Sec 2.100.110. Continuity of government.

To provide for the continuance of the legislative and executive departments of the city during a state of war emergency or a state of emergency or a local emergency the City Council shall have the power to appoint standby officers in accordance with the California Emergency Services Act, Government Code Sections 8635-8644. In the event that all members of the city council, including all standby members, are unavailable, temporary officers may be appointed as provided in Government Code Section 8644.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CONSENT CALENDAR
Agenda Item No. 11.12
November 12, 2025

Second Reading and Adoption of Title 20 (Parks and Recreation) to the Municipal Code.

Prepared By:

Enswins Cordero, Assistant Director of Community Services & Recreation

Recommended Action(s)

Staff recommends that the City Council adopt the proposed Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING TITLE 20 (PARKS RECREATION) TO THE EASTVALE MUNICIPAL CODE

Summary

The proposed ordinance will establish clear rules and enforcement authority for City-owned parks and recreation facilities. Adoption will close current gaps in regulation and align with existing Municipal Code provisions and applicable state/county laws while providing City-specific standards that law enforcement and City staff can apply consistently. The ordinance will improve public safety, protect City assets, and ensure fair, orderly use of facilities. The parks rules adopted by this ordinance will only apply to City operated and maintained parks. Jurupa Community Services District (JCSD) and the Jurupa Area Parks and Recreation District (JARPD) have adopted rules and regulations applicable to the parks they operate within the City.

Background

Since incorporation in 2010, the City of Eastvale has not owned or operated its own parks and recreation facilities; residents have been served by special districts and county resources governed by their respective ordinances. The City is now planning and constructing its own parks and recreational facilities. As these assets come online, a City-specific Parks & Recreation Ordinance is needed to provide clear rules and enforcement authority tailored to City parks and facilities.

While existing provisions of the Eastvale Municipal Code and applicable state/county laws address general conduct and safety, they do not fully cover the specific needs of City-managed parks and recreational facilities. Adopting a dedicated ordinance before park openings will ensure consistent standards, enable law enforcement and City staff to act decisively, and support coordinated implementation of signage, permits, and public education.

Environmental

The City Council finds that the adoption of this ordinance is not a project subject to review under the California Environmental Quality Act as it regulates personal conduct and has no potential for resulting in a direct or indirect physical change in the environment.

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

Not applicable.

Fiscal Impact

None.

Prior City Council/Commission Action

October 22, 2025: First reading of proposed Parks and Recreation ordinance (Title 20) was made at City Council meeting.

Attachment(s)

Attachment 1 - Parks Ordinance

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ADDING TITLE 20 (PARKS AND RECREATION) TO THE EASTVALE MUNICIPAL CODE

WHEREAS, Article XI, Section 7 of the California Constitution empowers the City to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws of the State of California; and

WHEREAS, with the development of the Leal Master Plan, the City of Eastvale will acquire and operate public parks for the first time since incorporation, giving rise to the need to adopt rules and regulations regarding the use of the City's parks; and

WHEREAS, the parks rules adopted by this ordinance will only apply to City operated and maintained parks. Jurupa Community Services District (JCSD) and the Jurupa Area Parks and Recreation District (JARPD) have adopted rules and regulations applicable to the parks they operate within the City.

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

SECTION 1. Adoption of Title 20. A new Title 20 (Parks and Recreation) is hereby added to the Eastvale Municipal Code to read as shown in Exhibit A hereto and incorporated herein by reference.

SECTION 2. CEQA. The City Council finds that the adoption of this ordinance is not a project subject to review under the California Environmental Quality Act as it regulates personal conduct and has no potential for resulting in a direct or indirect physical change in the environment.

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 __ day of _____, 2025.

_____
Michael McMinn
Mayor

APPROVED AS TO FORM:

_____
Erica L. 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 Ordinance No. 25-__, was introduced at a regular meeting of the City Council of the City of Eastvale held on the __ day of _____, 2025, and was passed by the City Council of the City of Eastvale at a regular meeting held on the __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc A. Donohue, MMC
City Clerk

EXHIBIT "A"

Title 20 - PARKS and RECREATION

Chapter 20.01 GENERAL PROVISIONS

- 20.01.010 - Application of title.
- 20.01.020 - Definitions.
- 20.01.030 - Authority to close park.
- 20.01.040 - Violation - Penalty.

Chapter 20.02 PARK RULES

- 20.02.010 - Hours of use.
- 20.02.020 - Prohibited conduct generally.
- 20.02.030 - Duty to care for animals.

Chapter 20.03 RESERVATIONS AND SPECIAL EVENTS

- 20.03.010 – Reservations.
- 20.03.020 – Special events

Chapter 20.01 GENERAL PROVISIONS

20.01.010 Application of title.

A. The provisions of this title shall apply to and be in full force and effect at all park and recreation areas owned or operated by the city. The provisions of this title shall govern the use of all such parks and recreation areas and compliance with the provisions of this title shall be a condition under which the public may use such parks and recreation areas.

B. The provisions of this title shall not apply to any city officer or employee who is acting in the course of and within the scope of city business.

20.01.020 Definitions.

For the purpose of this title, the words and phrases set out in this section shall apply:

"*Alcoholic beverage*" means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of 1 percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"*Amplified sound*" means music, sound wave, vibration or speech projected or transmitted by electronic equipment, including but not limited to amplifiers.

"*Animal*" means any living thing that is a member of the animal kingdom, other than a human being.

"*Approved special event*" means a special event in a park authorized by a City-issued temporary event permit.

"*Chief of Police*" is the chief of police of the city or designee per agreement with the Riverside County Sheriff Department.

"*City*" is the city of Eastvale.

"*City Manager*" is the city manager of the city, or designee.

"*Director*" means the director of Community Services and Recreation, or any other person authorized by him/her, pursuant to law, to act in his or her stead.

"*Fire Chief*" is the chief of the fire department of the city or designee per agreement with Riverside County.
"*Foil balloon*" means any balloon constructed of electrically conductive material, including foil, metallic foil, Mylar, or other transparent plastic/polyester resin designed to be inflated with air or other gas including a gas lighter than air causing it to float, and may be used for decorative, toy, or entertainment purposes.
"*Gas lighter than air*" means a gas that has a lower density than normal atmospheric gases and rises above them as a result, including, but not limited to, helium, hydrogen, nitrous oxide, methane, and nitrogen.
"*Park*" means any park, playground, athletic facilities, recreation area or center, or any other area or structure maintained and operated by the city.
"*Permit*" or "*reservation*" means written authorization for exclusive, or semi-exclusive use of parks or buildings or portions thereof, as provided for and defined in this title.
"*Person*" is any person, firm, partnership, association, group, corporation, company or organization of any kind.
"*Special event*" means any event to which the public is invited, with or without charge, including but not limited to music festivals, stage and/or theatrical shows, sports events, fairs and/or carnivals, rodeos, automobile sales, off-road vehicle sales, animal sales, heavy equipment auctions and tent revival meetings.
"*Vehicle*" means any device by which any person or property may be propelled, moved or drawn, excepting a device moved by human power.

20.01.030 Authority to close park.

A. In an emergency or when the city manager, chief of police, or director (or an appropriately designated representative of any such official) shall determine that the public health or safety demands such action, any park, or any portion thereof, may be closed to the public and all persons may be excluded therefrom until such emergency or other reason upon which determination of the city manager, chief of police or the director is based has ceased, and upon the cessation thereof the park, or portion thereof, so closed shall again be reopened to the public by order of proper authority.
B. No person having knowledge of or having been advised of any closure order issued pursuant to subsection A of this section shall refuse or fail to immediately to remove themself from the park, or portion thereof, so closed, and no such person shall enter or remain within any such area until such area or place has been reopened to the public by order of the proper authority.

20.01.040 Violation—Penalty.

It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this title. Any person violating any provision of this title or failing to comply with any of the requirements is deemed guilty of a misdemeanor as provided in section 1.01.220 of this code.

Chapter 20.02 PARK RULES

20.02.010 Hours of use.

All parks are closed to the public between the hours of ten p.m. to dawn except as provided in other sections of this title, or as otherwise permitted for an approved special event. No person shall remain in a park during such time as it is closed to the public.

20.02.020 Prohibited conduct generally.

Within the limits of any park no person shall:

A. Ride or drive any horse or other animal, drive any vehicle, or ride a bicycle, skateboard, scooter, or other wheeled device except at a place especially designated for such purpose.
B. Cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property; or pluck, pull up, cut, take or remove any shrub, bush, plant or flower; or mark or write upon, paint or deface in any manner, any building, monument, fence, bench or other structure;
C. Climb upon any wall, fence, shelter, fountain, tree, shrub, or other vegetation, or any structure, statue, or artwork not specifically designated for climbing purposes;
D. Cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer;
E. Swim, bathe, wade in or pollute the water of any fountain, pond, or stream, except at a place especially designated and provided for such purpose ;
F. Make or kindle a fire except in an appropriate device provided or approved for that purpose by the city;
G. Wash dishes or empty salt water or other waste liquids elsewhere than in facilities provided for such purpose;
H. Leave garbage, cans, bottles, papers or other refuse elsewhere than in receptacles provided therefor;
I. Camp or store personal property in violation of Chapter 8.10;
J. Engage in driving golf balls, archery, or any other game or activity that endangers the safety of other persons, except at such locations as shall be specifically set apart and authorized by city for such purposes;
K. Discharge or set off any firearm in violation of Chapter 8.20;
L. Discharge or set off any fireworks in violation of Chapter 8.22;
M. Distribute any commercial handbill without a business registration from the city, or engage in any solicitation that violates Chapter 8.19;
N. Post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill, circular, notice, paper, or advertising device or matter of any kind, in or upon any building, structure, pole, wire or other architectural or natural feature of whatever character, except upon a bulletin board or such place especially designated and provided for such purposes;
O. Place barricades, ropes, tape or other restricting device for the purpose of limiting the use of any park amenity from persons or groups unless a permit for an approved special event has been issued;
P. Sell or offer for sale any merchandise, article or thing whatsoever, or practice, carry on, conduct or solicit for, any trade, occupation, business or profession, unless such activity has been expressly allowed as a part of an approved special event;
Q. Hunt, chase, set snare for, catch, injure or destroy any animal, or destroy, remove or disturb any of the young or eggs of same, or injure or maltreat any domestic or other animal, except that fishing with hook and line, seine, trap, spear or net, or by any other

means, in any pond, lake, stream or water, is allowed at places especially designated and provided for such purpose;

R. No person shall consume or have in their possession in any park an alcoholic beverage except as a part of an approved special event and in compliance with all terms and conditions of the approved special event permit;
S. No person shall urinate or evacuate their bowels within any public area except in a public restroom;
T. No person shall feed or cause to be fed or leave food for consumption by any wild animal.
U. Possess, bring, decorate with, or use a foil balloon that is filled with a gas lighter than air.
V. Install, use and operate a loudspeaker, amplifier, or any other equipment that amplifies sound except as permitted by a permit issued pursuant to Chapter 20.03 for an approved special event.
W. Smoke in any area not designated and posted as a smoking area in violation of Chapter 16.152;
X. Engage in any activity that violates State law, including but not limited to, California Penal Code Sections 415 (disturbing the peace), 647(f) (public intoxication), 330 (unlawful gambling), 647(a) (lewd conduct), 314 (indecent exposure).

20.02.030 Duty to care for animals.

A. Dogs or cats must be led by a leash, cord or chain not more than six feet long or properly confined within the interior of a vehicle, except:
    a. When dogs which have been specially trained and are being used by blind or disabled persons to aid and guide them in their movements;
    b. When dogs are within the boundaries of any city dog park enclosure and not posing a threat to other animals, persons or property;
    c. In connection with approved special events where off-leash dogs or cats are expressly permitted by the permit;
B. Animals are prohibited inside all indoor park facilities. This prohibition does not apply to service animals accompanying persons with a disability.
C. It is the mandatory duty of all persons owning, possessing, in control of, or otherwise responsible for a dog, cat or other animal in a city park or other recreation area of the city to promptly collect, pick up and remove all fecal matter left behind by said animal in or upon the park or other recreation area of the city; but this section shall not apply to guide dogs for disabled persons.
D. Dogs must never be left unattended while within the boundaries of a city dog park.
E. Owners must stop their dogs from digging within parks. Any holes created must be filled by the owners.
F. All dogs visiting parks must have current vaccinations and a current dog license.

Chapter 20.03 PARK RESERVATIONS AND SPECIAL EVENTS

20.03.010 Reservations.

A. The director or designee shall be responsible for scheduling and controlling the use of parks, or portions thereof, for the maximum benefit and participation by interested persons or groups, both public and private. The director is authorized to establish rules

and regulations applicable to park reservations consistent with this section and other applicable laws and ordinances, including but not limited to which park areas and amenities are reservable, maximum occupancy or capacity for reserved areas and amenities, and cleaning and other facility use policies.

B. Persons or groups may request the city to reserve the use of a park or portions thereof. Persons or groups from within the city shall be given priority over persons or groups from outside the city if a conflict in scheduling arises. Requests for such reservations shall be submitted to the director upon city forms no less than 30 days, and no more than 180 days, in advance of the requested reservation. The director may permit a shorter advance request time for good cause shown. If the director is satisfied that the request will not unreasonably interfere with the use of the park by other persons, and without disturbing the peace of the surrounding neighborhood, then the reservation may be granted upon such conditions as the director deems necessary or desirable.
C. The director will issue reservation confirmations as necessary to verify the granting of such reservations. If a reservation request is denied, the director shall specify in writing the grounds for such denial. Director decisions regarding reservations are not appealable.
D. The city council may establish by resolution charges for reservations.

20.03.020 Special Events

A. No person shall advertise, conduct, operate or hold a special event in a park except for an approved special event. Any person interested in conducting a special event in a park shall apply for and receive a temporary event permit pursuant to Section 120.01.050(7) of this code.
B. A temporary event permit for a special event in a park shall not be approved unless the city and the applicant have entered into an agreement related to the use of the park for the special event.
C. The city council may establish by resolution charges for special events to be held in parks.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
PUBLIC HEARINGS
Agenda Item No. 12.1
November 12, 2025

Adoption of the 2025 California Building Standards Code

Prepared By:
Richard Hicks, Building Official

Recommended Action(s)
Staff recommends that the City Council hold a public hearing and adopt the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDINGTITLE 1 THE EASTVALE MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS C((CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2-12) BY REFERENCE, AND TO INCORPOF LOCAL AMENDMENTS TO THE CALIFORNIA FIRE CODE AND THE CALIFORNIA WILDLAND U INTERFACE CODE.

Summary
The City of Eastvale adopts a compilation of building regulations every three years as a result of the California Building Standards Commission update cycle. These regulations are commonly referred to as the “Building Code.” State law requires the City to adopt the State Building Code but allows the City to make local amendments to administrative provisions as well as substantive provisions, provided that the latter are supported by findings that they are necessary due to local geologic, climatic, or topographical conditions.

Background
The California Building Standards Commission (hereinafter the “Building Standards Commission”) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California. The Building Standards Commission adopts a compilation of building regulations every three years. These regulations, which are commonly referred to as the “Building Code,” include:

- California Building Code
- California Residential Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Wildland-Urban Interface Code
- California Fire Code
- California Historical Building Code
- California Existing Building Code
- California Referenced Standards Code
- California Green Building Standards Code

Through the code adoption process, the Building Standards Commission selects and approves a model code that will apply statewide. The 2025 codes adopted by the Building Standards Commission strive to make all structures more energy efficient and structurally safer over the 2022 codes. As part of these codes, Chapters 11A and 11B of the Building Code contain the accessibility standards for residential and commercial developments. In the State of California, these two chapters are consistent with the American with Disability Act (ADA). Local jurisdictions are authorized to further modify the code to add more restrictive provision based on their specific local geologic, climatic, and topographic conditions.

All local amendments must be more restrictive than the State Codes and must be substantiated with findings, per California Health & Safety Code Section 17958. For the City of Eastvale, the “Building Code” is contained within Part B of the Municipal Code. The Building Standards Commission does not adopt the administration chapter of the California Codes therefor the City Council of Eastvale needs to adopt its own administration chapter. Local amendments are contained in the attached ordinances and are intended to address the unique conditions that the City of Eastvale incurs, such as being in a liquefaction area and large seismic zone. The proposed local amendments are structural requirements. Staff does not believe this additional restriction will create an undue burden on homeowners and developers. A summary of the local amendments is discussed below:

The 2025 California Codes become effective on January 1, 2026, and apply to any project submitted for plan check thereafter. Through the code adoption process, the Building Standards Commission selects and adopts a model code that will apply statewide, which are codified in Title 24 of the California Code of Regulations. The 2025 codes adopted by the Building Standards Commission strive to make all structures more energy efficient and structurally safer over the 2022 codes. As part of these codes, Chapters 11A and 11B of the Building Code contain the accessibility standards for residential and commercial developments. In the State of California, these two chapters are consistent with the American with Disability Act (ADA).

Local jurisdictions are authorized to further modify the code to add more restrictive provision based on their specific local geologic, climatic, and topographic conditions. All local amendments must be more restrictive than the State Codes and must be substantiated with findings, per California Health & Safety Code Section 17958. Historically, State law has required local amendments to be supported with express findings that the amendment is "reasonably necessary because of local climatic, geological, or topographical conditions." Recently adopted legislation (AB 130) has imposed further restrictions on the ability to adopt local amendments that impact residential construction.

The City's Building Official is not proposing any amendments to the Building Codes. Riverside County Fire is proposing that the City adopt local amendments to the Fire Code and the Urban-Wildland Interface Code. The proposed ordinance includes details regarding the proposed local amendments and findings to support the amendments.

The requested Ordinance adoption requires a notice of public hearing to be published in a local newspaper at least 10 days prior to the hearing (**Attachment 2 – Notice of Public Hearing**). A notice of public hearing was published in the Press Enterprise on November 2, 2025.

Environmental

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Buildings and development projects that are subject to CEQA are reviewed individually prior to the issuance of a building permit. Moreover, State law provides that the 2025 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Riverside County within five (5) days of the adoption of this Ordinance.

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

The City adopts building regulations every three years therefore it does not fall into any strategic plan action.

Fiscal Impact

Approval of this request will not have an impact to the General Fund.

Prior City Council/Commission Action

On October 22, 2025, the City Council introduced and waived reading of the subject Ordinance.

Attachment(s)

Attachment 1 - Eastvale 2025 Building Code Ordinance v.3.docx
Attachment 2 - Public Hearing Notice

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING TITLE 110 OF THE EASTVALE MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODES (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2-12) BY REFERENCE, AND TO INCORPORATE LOCAL AMENDMENTS TO THE CALIFORNIA FIRE CODE AND THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

WHEREAS, Sections 17922, 17958, and 18941.5 of the California Health and Safety Code mandate that the governing body of every city or county adopt ordinances or regulations imposing the same requirements as those contained in the most recently adopted version of the California Building Standards Code; and

WHEREAS, Sections 17958 of the California Health & Safety Code authorizes the City Council to adopt more restrictive standards and modifications to the California Building Standards Code that are reasonably necessary due to local climatic, geological, and topographical conditions, provided that if the City's locally adopted more restrictive standards apply to residential units one of the conditions listed in Sections 17958(b) of the California Health and Safety Code must be met; and

WHEREAS, the City of Eastvale hereby adopts the 2025 California Building Standards Code (California Code of Regulations, Title 24, Parts 2-12) and makes local amendments to the California Fire Code (Part 9) and the California Wildland-Urban Interface Code (Part 7), supported by the findings contained herein.

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

SECTION 1. Findings. The City Council of the City of Eastvale makes the following findings with respect to the local amendments to the Fire Code and the Wildland-Urban Interface Code contained in Sections 12 and 13 of this Ordinance.

A. California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize cities and counties to adopt more restrictive standards and modifications or changes to the California Building Codes that are reasonably necessary because of local climatic, geological, and topographical conditions.

B. The City Council of the City of Eastvale finds that the following local climatic, geological, or topographical conditions make the amendments to the California Fire Code and the California Wildland-Urban Interface Code contained in Sections 12 and 13 of this Ordinance, respective, reasonably necessary:

i. Climatic Conditions

The City of Eastvale is located in Riverside County. Riverside County is situated in Southern California and encompasses a vast and diverse geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain experience extended periods of high temperatures with little to no precipitation annually. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples include Santa Ana/Foehn winds, afternoon surface-heating-generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large, destructive fires (conflagrations), which necessitate the rapid identification, location, and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupting utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights, and utility poles, will significantly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

Although the City of Eastvale and Riverside County occasionally experience periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varies from three (3) inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the eastern portions of the county. Flash flooding is typically associated with short-duration, high-intensity precipitation events, often occurring during summer thunderstorms. Such events can occur even during a drought.

Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation, and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter-century, with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, as well as limited rainfall, future water allocation is not entirely dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of water to the affected floors during a fire.

These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly, creating a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features, such as identification and notification, will supplement normal fire department responses by providing immediate protection for building occupants and by

containing and controlling the spread of fire to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

ii. Topographical conditions

The topographical conditions of Riverside County vary from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent or greater generally occur throughout the foothills. Riverside County extends from Orange County to the Arizona border and is characterized by a mix of congested urban areas, rural lands, and wild lands. A large number of sensitive habitats for various animal species and vegetation exist within large open space areas between major urban centers, which impacts the location of buildings and structures, and impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

iii. Geological Conditions

Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore faults. In the event of an earthquake, the location of the epicenter, as well as the time of day and season of the year, would have a profound effect on the number of deaths and casualties, as well as property damage.

The primary form of direct damage from most earthquakes is damage to buildings and other constructions. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, depending on their construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines, as well as gas, sewer, or water mains, which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can alter the mechanical properties of some fine-grained, saturated soils, causing them to liquefy and behave like a fluid (liquefaction).

Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under

the high wind section above. Given the likelihood of strong aftershocks, there is a need to provide enhanced protection for individuals on the upper floors of buildings.

Road circulation features located throughout the County also make amendments reasonably necessary. Located throughout the County are major roadways, highways, and flood control channels that create barriers and slow response times. Hills, slopes, streets, and storm drains, accompanied by occasional heavy rainfall, cause roadway flooding and landslides, and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5-minute goal.

C. California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. The tables in Exhibits A and B to this Ordinance set forth the 2025 California Fire Code and Wildland-Urban Interface Code sections that have been modified and the associated local climatic, geological, and/or topographical conditions described above supporting the modification.

D. California Health & Safety Code Section 17958.5 prohibits a city or county from making changes to the California Building Standards applicable to residential units between October 1, 2025 and June 1, 2031, unless one of the conditions listed in subsection (c) of Section 17958.5 of the California Health & Safety Code is met. The City Council hereby finds that the proposed amendments to the Fire Code are substantially equivalent to changes or modifications that were adopted during the 2022 update to the Building Codes and were in effect as of September 30, 2025. These are the exact some amendments from last code cycle based on the existing municipal code. The City Council hereby finds that the proposed amendments to the Wildland-Urban Interface Code, to the extent they are applicable to residential uses, are related to home hardening.

SECTION 2. Amendment of Chapter 110.04. Chapter 110.04 (Building Code) is repealed and replaced in its entirety with the following:

"Sec. 110.04.010. – Adoption by reference of California Building Code.

Chapters 2-35 and Appendices G (Flood-Resistant Construction), H (Signs), and I (Patio Covers) of the 2025 California Building Code (California Code of Regulations, Title 24, Part 2) as adopted by the California Building Standards Commission are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the "Eastvale Building Code." A copy of the 2025 California Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 3. Amendment of Chapter 110.05. Chapter 110.05 (Residential Code) is repealed and replaced in its entirety with the following:

"Sec. 110.05.010. – Adoption by reference of California Residential Code.

Chapters 2-10 and 44 and Appendices BF (Patio Covers), BG (Sound Transmission), BB (Tiny Homes), and CI (Swimming Pool Safety Act) of the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5) as adopted by the California Building Standards

Commission are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the "Eastvale Residential Code." A copy of the 2025 California Residential Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 4. Amendment of Section 110.06.010. Section 110.06.010 is amended to read as follows:

"Sec. 110.06.010. – Adoption by reference of California Green Building Code.

The 2025 California Green Building Code (California Code of Regulations, Title 24, Part 11) as adopted by the California Building Standards Commission is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the "Eastvale Green Building Code." A copy of the 2025 California Green Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 5. Amendment of Section 110.07.010. Section 110.07.010 is amended to read as follows:

"Sec. 110.07.010. – Adoption by reference of California Historical Building Code.

The 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8) as adopted by the California Building Standards Commission is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the "Eastvale Historical Building Code." A copy of the 2025 California Historical Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 6. Amendment of Section 110.08.010. Section 110.08.010 is amended to read as follows:

"Sec. 110.08.010. – Adoption by reference of California Electrical Code.

Chapters 1-9 and Annexes B and C of the 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3) as adopted by the California Building Standards Commission are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the "Eastvale Electrical Code." A copy of the 2025 California Electrical Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 7. Amendment of Section 110.09.010. Section 110.09.010 is amended to read as follows:

"Sec. 110.09.010. – Adoption by reference of California Energy Code.

The 2025 California Energy Code (California Code of Regulations, Title 24, Part 6) as adopted by the California Building Standards Commission is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is

hereby established as the "Eastvale Energy Code." A copy of the 2025 California Energy Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 8. Amendment of Section 110.12.010. Section 110.12.010 is amended to read as follows:

"Sec. 110.12.010. – Adoption by reference of California Mechanical Code.

Chapters 2-17 of the 2025 California Mechanical Code (California Code of Regulations, Title 24, Part 4) as adopted by the California Building Standards Commission are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the "Eastvale Mechanical Code." A copy of the 2025 California Mechanical Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 9. Amendment of Section 110.16.010. Section 110.16.010 is amended to read as follows:

"Sec. 110.16.010. – Adoption by reference of California Plumbing Code.

Chapters 2-17 and Appendices B-D, G-I, K, and R of the 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5) as adopted by the California Building Standards Commission are hereby adopted by reference as if fully set forth herein, and shall constitute and are hereby established as the "Eastvale Plumbing Code." A copy of the 2025 California Plumbing Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 10. Amendment of Section 110.17.010. Section 110.17.010 is amended to read as follows:

"Sec. 110.17.010. – Adoption by reference of California Referenced Standards Code.

The 2025 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) as adopted by the California Building Standards Commission is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the "Eastvale Referenced Standards Code." A copy of the 2025 California Referenced Standards Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 11. Amendment of Section 110.19.010. Section 110.19.010 is amended to read as follows:

"Sec. 110.19.010. – Adoption by reference of California Existing Building Code.

The 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10) as adopted by the California Building Standards Commission is hereby adopted by reference in its entirety, excluding any Appendices thereto, as if fully set forth herein, and shall constitute and is hereby established as the "Eastvale Existing Building Code." A copy of the 2025 California

Existing Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

SECTION 12. Amendment of Chapter 110.20. Chapter 110.20 (Fire Code) is repealed and replaced in its entirety with the following:

"Sec. 110.20.010. – Adoption by reference of California Fire Code.

Except as otherwise provided in this Chapter 110.20, the 2025 California Fire Code (California Code of Regulations, Title 24, Part 9) as adopted by the California State Fire Marshall is hereby adopted by reference, together with all Appendices thereto, as if fully set forth herein and shall constitute and is hereby established as the "Eastvale Fire Code." In addition, the following provisions published in 2025 California Fire Code but not adopted by the State Fire Marshall are hereby adopted by reference as if fully set forth herein – Chapter 1, Division II except that Section 103.2 and 112.3 are not adopted; Chapters 3 and 25 are adopted; and Sections 503, 510.2, 1103.2, and 5707 are adopted. A copy of the 2025 California Fire Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public."

Sec. 110.20.020. – Amendments to the Fire Code.

The Eastvale Fire Code adopted by reference in Section 110.20.010 is hereby amended as follows:

Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

> **101.4 Severability.** If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 102.5 of the California Fire Code is amended as follows:

> **102.5 Application of residential code.** Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:
>
> 1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply, including, but not limited to, premises identification, fire apparatus access, and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code shall apply.
> 2. Administrative, operational, and maintenance provisions of this code shall apply.
> 3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R317.5.1

of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

A new Section 102.13.1 is added to Section 102.13 of the California Fire Code to read as follows:

102.13.1 Application of the California Wildland-Urban Interface Code. Where a conflict exists between the provisions of the Eastvale Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief, Chief Deputy and Fire Department.

1. The Fire Chief, Chief Deputy, or their designee, is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City of Eastvale City Council.

2. The Fire Chief, Chief Deputy, or their designee, is authorized to administer, interpret and enforce this ordinance. Under the Fire Chie, Chief Deputy, or their designee's, direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Eastvale pertaining to the following:

2.1. The prevention of fires.
2.2. The suppression or extinguishment of dangerous or hazardous fires.
2.3. The storage, use and handling of hazardous materials.
2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
2.5. The maintenance and regulation of fire escapes.
2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
2.7. The maintenance of means of egress.
2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
3.3. The Riverside County Sheriff and any deputy sheriff.
3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
3.5. Officers of the California Highway Patrol.

3.6. Code Officers of the Eastvale Code Enforcement Department.
3.7. Peace Officers of the California Department of Parks and Recreation.
3.8. The law enforcement officer of the Federal Bureau of Land Management.

Section 104.2 of the California Fire Code is deleted and replaced with the following:

104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.
3. Shall be enforceable as part of this code.

Sections 104.8 and 104.8.1 of the California Fire Code are deleted in their entirety and replaced with the following:

104.8 Liability. Any liability against the City of Eastvale or Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

A new Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Eastvale City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

Section 108.2 of the California Fire Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the adopted City of Eastvale fee schedules.

A new Section 108.7 is added to Section 108 of the California Fire Code to read as follows:

> 108.7 Cost recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

Section 112.1 of the California Fire Code is deleted in its entirety and replaced with the following:

> **112.1 Board of appeals established.** The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief and Chief Deputy shall be notified of any appeal and the Fire Chief, Chief Deputy, or their designee's shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

Section 113.4 of the California Fire Code is deleted in its entirety and replaced with the following:

> **113.4 Violation and penalties.** It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or Ordinance . Punishments and penalties for violations shall be in accordance with the City of Eastvale Ordinances , fee schedule and Health and Safety Code Sections 17995 through 17995.5.

Section 202, definition of "Fire Chief" in the California Fire Code is deleted in its entirety and replaced with the following:

> **FIRE CHIEF.** The Fire Chief of Riverside County or the Fire Chief's designee.

Section 308.1.7 of the California Fire Code is deleted in its entirety and replaced with the following:

> **308.1.7 Sky lanterns or similar devices**. A person shall not release or cause to be released a sky lantern or similar device.

A new Section 503.1.2.1 is added to Section 503.1.2 of the California Fire Code to read as follows:

> 503.1.2.1 Remoteness. Unless otherwise approved, where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

> **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

> **503.2.2 Authority.** The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

> **503.6.1 Automatic opener.** New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department Standards and Policies, as may be amended from time to time.
>
> **Exception:** Gates serving individual one- and two-family dwelling parcels.

A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

> **503.7 Loading areas and passenger drop-off areas**. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

> **507.5.7 Fire hydrant size and outlets**. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:
>
> 1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.
> 2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.
> 3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

> **507.5.8 Fire hydrant street marker**. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Guidelines, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

> **508.1 General.** Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in all buildings greater than 300,000 square feet (27 870 m2), and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.7.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

> **508.1.1 Location and access.** The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended as follows:

> **508.1.3 Size.** The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet (19 m^2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet (3048 mm), whichever is greater.

Where a fire command center is solely required because a building is greater than 300,000 square feet (27 870 m^2), the fire command center shall have a minimum size of 96 square feet (9 m^2) with a minimum dimension of 8 feet (2438 mm) where approved by the fire code official.

Section 509.2.1 is added to Section 509.2 of the California Fire Code to read as follows:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required.

1. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.
2. All existing buildings, except for one- and two-family dwellings, shall be retrofitted with automatic fire sprinklers when a structure exceeds 3,600 square feet and changes are made to the building including any of the following: change of use/occupancy, removal of an existing fire wall as defined by the California Building Code, or additions of 50% or more are made to the original building area and the resulting square footage exceeds 5,000 square feet.
3. One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the California Building Code, or both.

2. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.

3. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.

4. Non-combustible fueling station canopies not exceeding 10,000 square feet when separated from other buildings by a distance of not less than 50 feet.
5. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.

6. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

The following exceptions in the California Fire Code shall not be allowed:

a. Exception in Section 903.2.3
b. Exception in Section 903.2.11.3

A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

A new Section 904.2.2.1 is added to Section 904.2.2 of the California Fire Code to read as follows:

904.2.2.1 Activation of the Fire Alarm System. Where a fire alarm signaling system, or a Dedicated Function Fire Alarm System is serving the occupancy where the extinguishing system is located, the actuation of the automatic fire-extinguishing system shall actuate the fire alarm signaling system in accordance with the requirements of NFPA 72. If a fire alarm signaling system, or a Dedicated Function Fire Alarm System is not present, one will be required to be installed to provide monitoring for the automatic fire -extinguishing system.

A new Section 3206.4.2 is added to Section 3206.4 of the California Fire Code to read as follows:

3206.4.2 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. Unless otherwise approved a Professional Engineer, licensed in the State of California, shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

A new Section 4107 is added to Chapter 41 of the California Fire Code to read as follows:

4107 MOBILE FOOD PREPARATION VEHICLES

New Sections 4107.1 through 4107.2.3 are added to Section 4107 of the California Fire Code to read as follows:

4107.1 General. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

4107.2 Maintenance. Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 4107.2.1 through 4107.2.3.

4107.2.1 Exhaust system. The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 606.3.

4107.2.2 Fire protection systems and devices. Fire protection systems and devices shall be maintained in accordance with Section 901.6.

4107.2.3 Fuel gas systems. LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

A new Section 5608.2 is added to Section 5608 of the California Fire Code to read as follows:

5608.2 Fallout Area. For aerial shells, the minimum required radius of the fallout area shall be 100 ft/in. (22 m/25 mm) of the internal mortar diameter of the largest aerial shell to be fired, unless otherwise approved.

A new Section B103.2.1 is added to Section B103.2 of the California Fire Code to read as follows:

B103.2.1 Wildland-Urban Interface Area Subdivisions. The minimum fire flow for any new subdivision or tract constructed within a Wildland-Urban Interface Area shall be 1,500 gallons per minute.

Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the *California Fire Code*	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the *California Fire Code*	50% of the value in Table B105.1(2)[b]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.
a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

Sec. 110.20.030. – Penalties.

(a) It is unlawful for any person, firm , corporation or association of persons to violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person , firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant to this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this Chapter, is committed, continued or permitted.

(b) Any person, firm, corporation or association of persons so convicted shall be:

(1) Guilty of an infraction offense and punished by a fine not exceeding $200.00 for a first violation;

(2) Guilty of an infraction offense and punishable by a fine not exceeding $300.00 for a second violation on the same site.

The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor.

(c) Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation."

SECTION 13. Addition of Chapter 110.22. A new Chapter 110.22 (Wildland-Urban Interface Code) is hereby added to Title 110 to read as follows:

"Sec. 110.22.010. – Adoption by reference of California Wildland-Urban Interface Code.

Except as otherwise provided in this Chapter 110.22, the 2025 California Wildland-Urban Interface Code (California Code of Regulations, Title 24, Part 7) as adopted by the California State Fire Marshall is hereby adopted by reference, together with all Appendices thereto, as if fully set forth herein, and shall constitute and are hereby established as the "Eastvale Wildland-Urban Interface Code." In addition, the following provisions that are published in the 2025 California Wildland-Urban Interface Code but not adopted by the State Fire Marshall are hereby adopted by reference as if fully set forth herein – Chapter 1, Division II except that Sections 103.2 and 112.3 are not adopted; and Sections A101 through A102.2, A102.4, A105.1, A105.4 through A105.4.2, A106 through A106.2 and A107.5 are adopted. A copy of the 2025 California Wildland-Urban Interface Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.

Sec. 110.22.020. – Amendments to the Wildland-Urban Interface Code.

The Eastvale Wildland-Urban Interface Code adopted by reference in Section 110.22.010 is hereby amended as follows:

A new Section 102.4.1.1 is added to Section 102.4.1 of the California Wildland-Urban Interface Code to read as follows:

102.4.1.1 Application of the California Wildland-Urban Interface Code. Where a conflict exists between the provisions of the Eastvale Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

A new Section 104.1.1 is added to Section 104.1 of the California Wildland-Urban Interface Code to read as follows:

104.1.1 Authority of the Fire Chief, Chief Deputy, and Fire Department.

1. The Fire Chief, Chief Deputy, or their designee is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Riverside County Board of Supervisors.
2. The Fire Chief, Chief Deputy, or their designee is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's, Chief Deputy, or their designee's direction, the Riverside County Fire Department is authorized to enforce ordinances of Riverside County pertaining to the following:
   - 2.1 The prevention of fires.
   - 2.2 The suppression or extinguishment of dangerous or hazardous fires.
   - 2.3 The storage, use and handling of hazardous materials.
   - 2.4 The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
   - 2.5 The maintenance and regulation of fire escapes.
   - 2.6 The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
   - 2.7 The maintenance of means of egress.
   - 2.8 The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.
3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:
   - 3.1 The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
   - 3.2 The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
   - 3.3 The Riverside County Sheriff and any deputy sheriff.
   - 3.4 The Police Chief and any police officer of any city served by the Riverside County Fire Department.
   - 3.5 Officers of the California Highway Patrol.
   - 3.6 Code Officers of the Eastvale Code Enforcement Department.
   - 3.7 Peace Officers of the California Department of Parks and Recreation.
   - 3.8 The law enforcement officer of the Federal Bureau of Land Management.

Section 104.2 of the California Wildland-Urban Interface Code is deleted and replaced with the following:

104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.
3. Shall be enforceable as part of this code.

Sections 104.8 and 104.8.1 of the California Wildland-Urban Interface Code are deleted in their entirety and replaced with the following:

104.8 Liability. Any liability against Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

Sections 105.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

105.2 Permits Required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.
For buildings or structures erected for temporary uses, see Section A108.3.
Where required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within a wildland-urban interface area:

a. Automobile wrecking yard.
b. Candles and open flames in assembly areas.
c. Explosives or blasting agents.
d. Fireworks.
e. Flammable or combustible liquids.
f. Hazardous materials.
g. Liquefied petroleum gases.
h. Landscape and fuel modification zones.
i. Lumberyards.
j. Motor vehicle fuel-dispensing stations.
k. Open burning.
l. Pallet Yards.
m. Pyrotechnical special effects material.
n. Tents, canopies and temporary membrane structures.
o. Tire storage.
p. Welding and cutting operations.

Section 108.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Eastvale fee schedule.

A new Section 108.7 is added to Section 108 of the California Wildland-Urban Interface Code to read as follows:

108.7 Cost recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

Section 109.3.7 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

109.3.7 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this code, or to violate the provisions of any permit granted pursuant to this code. Punishments and penalties for violations shall be in accordance with the City of Eastvale ordinances, any applicable fee schedule, and Health and Safety Code Sections 17995 through 17995.5 and Government Code Section 51185.

Section 202, definition of "Fire Chief" in the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

Section 302.1.1 is added to Section 302.1 of the California Wildland-Urban Interface Code to read as follows:

302.1.1 Designation of Fire Hazard Severity Zones. The City Council has adopted the recommendations of the State Fire Marshal made pursuant to Government Code

section 51178 and designated those areas within the County as moderate, high, and very high fire hazard severity zones as shown on the Local Responsibility Area Fire Hazard Severity Zones Maps published by the Office of the State Fire Marshal. The Maps have been adopted under Ordinance No. 25-05.

Section 501.1 of the California Wildland-Urban Interface shall be amended as follows:

501.1 Scope. Buildings and structures in a wildland-urban interface area shall be constructed in accordance with the California Building Code and this code. For the purpose of this Chapter, a wildland-urban interface area shall be defined as a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, and other areas designated by the enforcing agency to be at a significant risk from wildfires, and shall include those areas designated by Ordinance 25-05 as moderate, high, and very high fire hazard severity zones based on recommendations from the State Fire Marshal pursuant to Government Code Section 51178.

Exceptions:

1. Group U accessory structures not exceeding 120 square feet (11 m2) in floor area where located not less than 50 feet (15 240 mm) from applicable buildings.
2. Group U agricultural buildings not less than 50 feet (15 240 mm) from applicable buildings.

Section 602.1 of the California Wildland-Urban Interface Code is amended as follows:

602.1 General. A fire protection plan shall be submitted to the Fire Code Official for any proposed subdivision of land or building project. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration. The fire protection plan shall be prepared by a registered design professional, qualified landscape architect, qualified fire safety specialist or similar specialist acceptable to the code official and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes.
Submittal of a preliminary fire protection plan shall be required prior to the submission of a final fire protection plan.

Exception: A single-family dwelling (Group R-3 Occupancy) when located on an existing legal parcel.

Section 602.3.2 of the California Wildland-Urban Interface Code is amended as follows:

602.3.2 Final Fire Protection Plan. Final fire protection plan shall include items listed in Section 602.3.1 and the following:

1. A map identifying all proposed plants in the fuel modification zones with a legend that includes a symbol for each proposed plant species. The plan shall

include specific information on each species proposed, including but not limited to:
1.2 The plant life-form;
1.2 The scientific and common name; and
1.3 The expected height and width for mature growth.

2. Identification of irrigated and non-irrigated zones.
3. Requirements for vegetation reduction around emergency access and evacuation routes.
4. Identification of existing vegetation proposed to remain.
5. Identification of points of access for equipment and personnel to maintain vegetation in common areas.
6. Methods and timetables for controlling, changing, or modifying areas on the property.
7. Legally binding statements regarding community responsibility for maintenance of fuel modification zones.
8. Legally binding statements to be included in covenants, conditions and restrictions regarding property owner responsibilities for vegetation maintenance.

Section 603.1 of the California Wildland-Urban Interface Code is amended as follows:

603.1 General. Planting of vegetation for new and replacement landscaping shall be selected to reduce vegetation in proximity to a structure and to maintain vegetation as it matures.

Section 603.3 of the California Wildland-Urban Interface Code is amended as follows:

603.3 Landscape and Fuel Modification plans. Landscape and Fuel Modification plans shall be submitted for any project located in a WUI area. The landscape and Fuel Modification plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.

Section 603.3.1 of the California Wildland-Urban Interface Code is amended as follows:

603.3.1 Contents. Landscape plans shall contain the following:

1. Delineation of the 5-foot (1524 mm) (Zone 0), 30-foot (9144 mm) (Zone 1) and 100-foot (30 480 mm) (Zone 2) fuel management zones from all structures.
2. Identification of existing vegetation to remain and proposed new vegetation.
3. Identification of irrigated areas.
4. A plant legend with both botanical and common names, and identification of all plant material symbols.
5. Identification of ground coverings within the 30-foot (9144 mm) zone.

Section 604.1 of the California Wildland-Urban Interface Code is amended as follows:

604.1 General. Vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

Section 604.3 of the California Wildland-Urban Interface Code is amended as follows:

604.3 Requirements. Vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. The requirements of Chapter 110.22, Appendix A of this ordinance and Riverside County Fire Department Guidelines.

Section 604.3.1 is added to Section 604.3 of the California Wildland-Urban Interface Code to read as follows:

604.3.1 Retroactivity. When required by the Fire Code Official, or State Law, existing Defensible Space/Fuel Modification Zones (FMZ) shall require retrofitting, including thinning and/or removal of plants, trees, and vegetation, to meet this Code or State Law. Upon notification by the Fire Code Official, and when approved, work to bring an existing Defensible Space and FMZ into compliance with this Code, may be done over a two to four (2-4) year period as determined by the Fire Code Official. A compliance plan prepared by the property owner may be requested for review and approval by the Fire Code Official.

Section 604.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.6 Clearance of brush, vegetative growth, and combustible material from improved parcels. All improved parcels declared a Public Nuisance shall be cleared entirely of combustible material. If the Fire Code Official determines this impractical, the provisions of Chapter 110.22, Section 604.7 may be used.

Section 604.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.7 Clearance of fuels or vegetative growth from structures. Clearance of fuels and vegetative growth from structures shall be per sections 604.7.1 through 604.7.4 of this code.

Section 604.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.1 Structures. Any person owning, leasing, controlling, operating, or maintaining any Building or structure in, upon, or adjoining any FHSZ, governed by this section, and any person owning, leasing, or controlling any land adjacent to such Buildings, shall at all times maintain around and adjacent to such Building, an effective firebreak made by removing and clearing away, all combustible material on their property for a distance not less than 100 feet from all portions of the Building.
Distances may be increased by the Fire Code Official due to a site-specific analysis based on local conditions and when required, based on a Fire Protection Plan. This section shall not apply to single specimens or stands of protected species of trees, Ornamental Landscape or similar plants used in landscaping and ground covers, that are well-pruned, maintained, and spaced, and do not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation or to interrupt the advance of embers toward a structure.

Section 604.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.2 Timing for New Buildings and additions to Existing Buildings. The provisions of Chapter 110.22, Section 604.7 shall be completed prior to vertical construction of any New Building or addition to an Existing Building.

Section 604.7.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.3 Photovoltaic Systems. The clearance requirements around freestanding photovoltaic systems and equipment shall comply with the following:

1. A minimum 10-foot clearance for clusters of panels not exceeding 1,500 square feet of combined panel area.
2. A minimum of 30-foot clearance for clusters of panels greater than 1,500 square feet of combined panel area.
3. Clusters shall be separated by a minimum of 20 feet.
4. Panels and clusters shall be not located within 30 feet of any Building subject to clearance requirements of Chapter 110.22, Section 604 unless the clearance requirements of Chapter 110.22, Section 604 are provided as measured from the perimeter of the panel or cluster.

Section 604.8 is added to the California Wildland-Urban Interface Code to read as follows:

604.8 Defensible Space clearance zones and requirements. The required 100-foot Defensible Space clearance is identified in three (3) distinct zones: Zone 0, 1, and 2.

Section 604.8.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.1 Requirements. Defensible Space shall be in accordance with the requirements of Appendix A of this code, Riverside County Fire Department Guidelines and the specific requirements for each zone listed in Chapter 110.22, Sections 604.8.2 through 604.8.5.

Section 604.8.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2 Zone 0 purpose and location. Zone 0 reduces the likelihood of structure ignition by reducing the potential for direct ignition of the structure from flame contact, by embers that accumulate at the base of a wall, and/or indirect ignitions when embers ignite vegetation, vegetative debris, or other combustible materials located close to the structure that result in either a radiant heat and/or a direct flame contact exposure to the structure.

Zone 0 is the horizontal area within the first five (5) feet around the structure, including stairs, balconies, attached or adjacent decks, and outbuildings. Zone 0 is measured from the edge of a structure, attached or adjacent decks, patio covers, balconies, and floor projections above-grade. Zone 0 also includes the area on the roof of a building, and underneath and on top of attached decks, patio covers, balconies, and stair landings.

Advisory Notice: Riverside County Fire Department has local Zone 0 requirements currently in effect for new Buildings and additions to existing Buildings. New State regulations for Zone 0 are currently under development by the State Board of Forestry and Fire Protection. Any State regulation more restrictive than this ordinance shall apply. This may require thinning and/or removal of plants, trees, and vegetation to meet State Law and regulations.

Section 604.8.2.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.1 Non-Combustible Zone 0 for New Buildings, additions to Existing Buildings, and new or replacement landscape. Fuels, including Combustible Materials and vegetation, are prohibited in Zone 0 for all New Buildings, additions to Existing Buildings, installation of new landscape, and refurbishment of existing landscape areas.

The application date of Chapter 110.22, Section 604.8.2.1 shall be the later application date when any of the following occur:

1. Fire Department Clearance for a New Building or addition to an Existing Building.
2. Building permit for a New Building or addition to an Existing Building.
3. Landscape plans submitted for Riverside County Fire Department review.
4. Replacement of landscape when landscape plans are not required.

Section 604.8.2.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.2 Additional requirements in Zone 0.

1. New and existing tree canopies are prohibited within 10 feet of New Buildings, including the addition portion to Existing Buildings.

   Exception: Existing protected oak trees shall be trimmed to provide a minimum 5-foot clearance above the roof and 5 feet to the side of any New Building, or the addition portion to an Existing Building.
2. Landscaped roofs are prohibited.

3. Vegetation underneath decks is prohibited.
4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.
5. Artificial or synthetic grass is prohibited within Zone 0.
6. Vines and climbing plants are not allowed on structures, including decks, patio/shade structures, and any fences within 5 feet of a Building.
7. Combustible mulch and wood chips are prohibited.
8. Firewood is prohibited.
9. All fencing and gates shall be non-combustible. See Article 4, Section 604.11.

Section 604.8.2.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3 Zone 0 requirements for Existing Buildings.

Section 604.8.2.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3.1 Zone 0 restrictions. The following requirements apply within Zone 0 for all Existing Buildings with landscape installed prior to January 1, 2026:

1. No combustible landscape mulch or wood chips.
2. No firewood.
3. No vegetation underneath decks.
4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.
5. Roofs and gutters on Buildings shall be maintained free of any leaves, needles, or other vegetative Combustible Materials.
6. The vertical clearance distance for trees and vegetation above any roof shall be not less than 3 feet.
7. A minimum 3-foot clearance of trees and vegetation shall be provided to the side and above any eave or roof projection from the exterior wall of a Building. A minimum 3-foot clearance of trees and vegetation shall be provided below any eave or roof projection. This requirement also applies to any patio cover or other Building projections.
8. New trees are not allowed.
9. New or replacement landscaping shall comply with Chapter 110.22, Sections 604.8.1, 604.8.2.1, and 604.8.2.2.

Section 604.8.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3 Zone 1 purpose and location. Zone 1 reduces the likelihood of fire burning directly to the structure. This is accomplished by modifying Fuels and creating a discontinuity between planting groups that limits the pathways for fire to burn to the structure and reduces the potential for near-to-building ember generation and radiant heat exposures. An additional purpose of this zone is to provide a defendable area for fire personnel to stage and take direct action.

Zone 1 is the area within 5-30 feet of structures and decks, with slopes not greater than 20 percent; 5-50 feet from Buildings and decks, when slopes are greater than 20 percent.

Section 604.8.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3.1 Requirements and allowable items. This is a minimal planting zone which includes very limited trees of a fire-smart type with additional spacing provided. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

Section 604.8.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4 Zone 2 purpose and location. Zone 2 is designed to reduce the potential behavior of an oncoming fire in such a way as to drop an approaching fire from the crown of trees to the ground, reducing the flame heights, and the potential for ember generation and radiant heat exposure to structures. Additional benefits of the Zone 2 include facilitating direct defense actions and improving the function of Zones 0 and 1. Zone 2 is the area from the outer edge of Zone 1 to 100 feet from structures and decks.

Section 604.8.4.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.1 Requirements and allowable items. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

Section 604.8.4.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.2 Spacing. Spacing of vegetation and trees at the outer edge of Zone 2 shall be based upon the height of the vegetation within Zone 2 or the adjacent area beyond the 100-foot zone, whichever provides for the greater spacing. This may require clearance outside the 100-foot zone or setting back vegetation and trees within Zone 2 away from the 100-foot line.

Section 604.8.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5 General requirements for Zone 0, 1, and 2.

Section 604.8.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.1 Dead and dying vegetation. All dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and tree needles shall be removed.

Section 604.8.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.2 Mulch and wood chips within Zones 1 and 2. Use of combustible Mulch and wood chips shall be in accordance with the requirements Riverside County Fire Department Guidelines.

Section 604.8.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.3 Firewood. See Chapter 110.22, Section 607.

Section 604.8.5.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.4 Clearance from chimney, stovepipe. Any portion of a tree or shrub that extends within 10 feet horizontally or vertically of a chimney outlet or stovepipe outlet shall be removed.

Section 604.8.5.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5 Trees. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any combustible structure.

Section 604.8.5.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.1 Tree spacing. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 20 feet in Zone 1 and not less than 10 feet in Zone 2. Separation distance may be increased for slopes exceeding 20 percent. Required spacing is measured between trees at maturity.

Section 604.8.5.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.2 Ground clearance of trees. Trees exceeding 6 feet in height shall be limbed up from the ground 6 feet or 1/3 the height of the tree, whichever is less.

Exception: Fruit trees when approved by the Fire Code Official.

Section 604.8.5.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.3 Ground cover under tree canopy. When approved ground cover and shrubs are located underneath trees, the vertical clearance to the lowest branch of the tree canopy shall not be less than three times the height of the ground cover or shrub under or adjacent to the tree. The horizontal clearance shall be 3 feet from the trunk of the tree.

Section 604.8.5.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6 Continuous tree canopies.

Section 604.8.5.6.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.1 New Structures. Continuous tree canopies are not allowed. Tree spacing shall be in accordance with Riverside County Fire Department…

Section 604.8.5.6.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.2 Existing Structures. Continuous tree canopies may be allowed as determined by the Fire Code Official but will require the complete removal of any understory and smaller trees to meet requirements for a shaded fuel zone. Any remaining trees shall be limbed up a minimum of 12 feet from the ground or 1/3 the tree height, whichever is less. The intent is to not allow a crown (canopy) fire to spread unchecked to a structure and to bring any crown fire down to the ground level prior to Zone 1.

Section 604.8.5.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.7 Grasses. Natural or annual grasses shall be mowed to a maximum height of 4-inch stubble with clippings removed.

Section 604.9 is added to the California Wildland-Urban Interface Code to read as follows:

604.9 Fire protection equipment and utilities. The clearance requirements of Chapter 110.22, Sections 604.7 and 604.8 shall apply to communication site towers and their support Buildings; required fire protection water supplies, including water tanks, water supply pumps, and pump houses; and any other utility Structure as required by the Fire Code Official. The Fire Code Official may consider a reduced distance, not less than 30 feet, for communication site towers, water tanks, and Structures with no interior space, based upon a site risk assessment. Also see Chapter 110.22, Appendix A.

Section 604.10 is added to the California Wildland-Urban Interface Code to read as follows:

604.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, will grow within 10 feet of the energized conductors.

Section 604.11 is added to the California Wildland-Urban Interface Code to read as follows:

604.11 Fencing.

Section 604.11.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.1 Scope. This section only applies to fences, including gates within the fencing, within 5 feet of Building(s), including Decks, (Zone 0) that are in an applicable Fire Hazard Severity Zone req by Chapter 6 of this code.

Section 604.11.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.2 New fencing. New fencing and gates shall be constructed of a non-combustible material.

Section 604.11.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.3 Existing fencing. Fencing installed prior to January 1, 2026, may remain.
Exception: The entire fencing not parallel and within 5 feet of the Building, including gates within the fencing, shall be constructed of a non-combustible material when any portion of the existing fencing within 5 feet is being replaced. Fencing beyond 5 feet from the Building is not required to be replaced with non-combustible material.

Section 607.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1 General. Firewood and combustible materials shall not be stored in unenclosed spaces beneath Buildings or Structures, or on Decks or under eaves, canopies, or other projections or overhangs. Firewood piles shall be located 30 feet (9144 mm) or more from structures unless completely covered by a fire-resistant material. Exposed wood piles located within the defensible space shall have a minimum clearance of 10 feet (3048 mm) down to bare mineral soil in all directions. Firewood shall not be stored within Zone 0.

Section 607.1.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1.1 Combustible Materials. Combustible Materials, other than vegetation, stored within Zones 1 and 2 shall not be stored so as to pose a hazard to any Building. Piles shall not exceed 100 square feet of area and a maximum height of 10 feet. Piles shall be separated by a minimum of 20-foot clear area.

Section 607.2 of the California Wildland-Urban Interface Code is amended to read as follows:

607.2 Storage for off-site use. Firewood and Combustible Materials not for consumption on the premises shall not be stored within Zones 0, 1, and 2. See Chapter 110.22, Appendix A for storage requirements.

Section 608.1.1 is added to the California Wildland-Urban Interface Code to read as follows:

608.1.1 Restricted development setbacks. New Structures and additions to existing Structures shall not be constructed less than 100 feet from any protected habitat, whether on the same or adjacent Parcels, where the 100-foot Defensible Space required under Chapter 110.22, Section 604.7 cannot be provided, unless an alternate method of construction and protection is provided that can ensure the safety of the Structure and emergency responders as approved by the Fire Code Official. Protected habitat includes lands restricted from brush clearance or modification due to Federal or State listed endangered species. Protected habitat does not include sensitive habitat areas.

Section 608.2 of the California Wildland-Urban Interface Code is amended to read as follows:

> **608.2 General.** All parcels shall provide a minimum 30-foot (9144 mm) setback for all buildings from property lines and the center of a road, except as provided for in Chapter 110.22, Section 608.2.1. [CCR T14 §1276.00(a)] This section applies to new Tract and Parcel maps, new Buildings, and additions to Existing Buildings.

Section 608.2.1 of the California Wildland-Urban Interface Code is amended to read as follows:

> **608.2.1 Setback reduction.** A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; Development density requirements or other Development patterns that promote low-carbon emission outcomes; sensitive habitat or other site constraints, and shall provide for an alternative method to reduce structure-to-structure ignition by incorporating a combination of features such as, but not limited to:
>
> 1. Non-combustible block walls or fences; or
> 2. Non-combustible material extending 5 feet (1524 mm) horizontally from the furthest extent of the building; or
> 3. Hardscape landscaping; or
> 4. A reduction of exposed windows on the side of the structure with setback less than 30 feet (9144 mm). [CCR T14 §1276.01]

Section 609.2.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

> **609.2.7.1 Greenbelts.** Subdivisions and other developments, which propose Greenbelts as a part of the development plan, shall locate the Greenbelts strategically, as a separation between wildland fuels and Structures. The locations shall be approved by the inspection authority.

Section 609.2.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

> **609.2.7.2 Access to Greenbelts.** A minimum of one (1) access point shall be provided to new Greenbelts at an approved location to allow for on-going maintenance and firefighter access. Additional access points shall be provided when required by the Fire Code Official.

Section A102.1 of the California Wildland-Urban Interface Code is amended to read as follows:

> **A102.1 General.** Vegetation control shall comply with Chapter 110.22, Sections A102.2 through A102.4 and with Chapter 110.22, Chapter 6.

Section A105.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.1 General. In addition to the requirements of the California Fire Code, Chapter 110.20 and Chapter 110.22, Chapter 6, storage and use of the materials shall be in accordance with Chapter 110.22, Sections A105.2 through A105.4.2.

Section A105.4 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.4 Combustible Materials. Outside storage of Combustible Materials such as, but not limited to, wood, rubber tires, building materials, or paper products shall comply with the other applicable sections of this Ordinance and this section. Storage of pallets shall be in accordance with Chapter 110.20, Section 2810. Storage and processing of wood chips, hogged materials, fines, Compost, Compostable Material, Mulch, solid biomass, raw product, and combustible yard waste and recycle material shall be in accordance with Chapter 110.20, Section 2808."

SECTION 14. 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 15. Effective Date. This ordinance shall take effect on January 1, 2026.

SECTION 16. 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 __ day of _____, 2025.

_____
Michael McMinn
Mayor

APPROVED AS TO FORM:

_____
Erica L. Vega
City Attorney

ATTEST:

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

4909-7551-7038 v3

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 __ day of _____, 2025, and was passed by the City Council of the City of Eastvale at a regular meeting held on the __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Exhibit A

Fire Code Amendments

2025 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
102.13.1	Application of the California Wildland-Urban Interface Code	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.2	Determination of Compliance	Administrative
104.8 and 104.8.1	Liability	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
108.2	Fees	Administrative
108.7	Cost Recovery	Administrative
112.1	Board of Appeals established	Administrative
113.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.7	Sky Lanterns and similar devices	I, II & III
503.1.2.1	Remoteness	I, II, & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III
507.5.8	Fire hydrant street marker	I, II & III
508.1	Fire command center – General	I, II & III
508.1.1	Fire command center – Location and access	I, II & III
508.1.3	Fire command center - Size	I, II & III
509.2.1	Minimum clearances	I & III
608.11.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
904.2.2.1	Activation of the Fire Alarm System	I, II & III
3206.4.2	General Fire Protection and Life Safety Features	Administrative
4107	Mobile Food Preparation Vehicles	I, II & III
4107.1	Mobile Food Preparation Vehicles - General	I, II & III
4107.2	Maintenance	I, II & III
4107.2.1	Exhaust system	I, II & III
4107.2.2	Fire protection systems and devices	I, II & III
4107.2.3	Fuel gas systems	I, II & III
5608.2	Fallout Area	I, II & III
B103.2.1	Wildland-Urban Interface Area Subdivisions	I, II & III
Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
C103.1	Fire hydrant location	I, II & III

Exhibit B

Wildland-Urban Interface Code Amendments

2025 CWUIC CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
102.4.1.1	Application of the California Wildland-Urban Interface Code	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.2	Determination of Compliance	Administrative
104.8 and 104.8.1	Liability	Administrative
105.2	Permits Required	Administrative
108.2	Schedule of Permit fees	Administrative
108.7	Cost Recovery	Administrative
109.3.7	Violation and Penalties	Administrative
202	Fire Chief	Administrative
302.1.1	Designation of Fire Hazard Severity Zones.	Administrative
501.1	Scope	I, II, & III
602.1	General	I, II, & III
602.3.2	Final Fire Protection Plan	I, II, & III
603.1	General	I, II, & III
603.3	Landscape and Fuel Modification plans	I, II, & III
603.3.1	Contents	I, II, & III
604.1	General	I, II, & III
604.3	Requirements	I, II, & III
604.3.1	Retroactivity	I, II, & III
604.6	Clearance of brush, vegetative growth, and combustible material from improved parcels	I, II, & III
604.7	Clearance of fuels or vegetative growth from structures	I, II, & III
604.7.1	Structures	I, II, & III
604.7.2	Timing for New Buildings and additions to Existing Buildings	I, II, & III
604.7.3	Photovoltaic Systems	I, II, & III
604.8	Defensible Space clearance zones and requirements	I, II, & III
604.8.1	Requirements	I, II, & III
604.8.2	Zone 0 purpose and location	I, II, & III
604.8.2.1	Non-Combustible Zone 0 for New Buildings, additions to Existing Buildings, and new or replacement landscape	I, II, & III
604.8.2.2	Additional requirements in Zone 0	I, II, & III
604.8.2.3	Zone 0 requirements for Existing Buildings	I, II, & III
604.8.2.3.1	Zone 0 restrictions	I, II, & III
604.8.3	Zone 1 purpose and location	I, II, & III
604.8.3.1	Requirements and allowable items	I, II, & III
604.8.4	Zone 2 purpose and location	I, II, & III
604.8.4.1	Requirements and allowable items	I, II, & III
604.8.4.2	Spacing	I, II, & III
604.8.5	General requirements for Zone 0, 1, and 2	I, II, & III

2025 CWUIC CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
604.8.5.1	Dead and dying vegetation	I, II, & III
604.8.5.2	Mulch and wood chips within Zones 1 and 2	I, II, & III
604.8.5.3	Firewood	I, II, & III
604.8.5.4	Clearance from chimney, stovepipe	I, II, & III
604.8.5.5	Trees	I, II, & III
604.8.5.5.1	Tree spacing	I, II, & III
604.8.5.5.2	Ground clearance of trees	I, II, & III
604.8.5.5.3	Ground cover under tree canopy	I, II, & III
604.8.5.6	Continuous tree canopies	I, II, & III
604.8.5.6.1	New Structures	I, II, & III
604.8.5.6.2	Existing Structures	I, II, & III
604.8.5.7	Grasses	I, II, & III
604.9	Fire protection equipment and utilities	I, II, & III
604.10	Planting vegetation under or adjacent to energized electrical lines	I, II, & III
604.11	Fencing	I, II, & III
604.11.1	Scope	I, II, & III
604.11.2	New Fencing	I, II, & III
604.11.3	Existing Fencing	I, II, & III
607.1	General	I, II, & III
607.1.1	Combustible Materials	I, II, & III
607.2	Storage for off-site use	I, II, & III
608.1.1	Restricted development setbacks	I, II, & III
608.2	General	I, II, & III
608.2.1	Setback reduction	I, II, & III
609.2.7.1	Greenbelts	I, II, & III
609.2.7.2	Access to Greenbelts	I, II, & III
A102.1	General	I, II, & III
A105.1	General	I, II, & III
A105.4	Combustible Materials	I, II, & III

CITY OF EASTVALE

CITY COUNCIL
NOTICE OF PUBLIC HEARING
ORDINANCE ADOPTING THE 2025 CALIFORNIA BUILDING CODES (TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS)

NOTICE IS HEREBY GIVEN pursuant to Government Code section 50022.3 will hold a public hearing on Wednesday, November 12, 2025 at 6:30 PM at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale CA 91752 to consider an Ordinance adopting the 2025 California Building Codes (Title 24 of the California Code of Regulations.

The State of California has released the 2025 California Building Codes (Parts 2 through 12 of the California Code of Regulations) and will become effective statewide on January 1, 2026. All requested permits or applications received by the City after January 1, 2026 will need to comply with the new codes. The requested action is to update the City's codes to be consistent with these new requirements. State law provides that when codes are being adopted by reference, a public hearing shall be held at the second reading of the ordinance.

Any person may submit written comments prior to the public hearing or may appear in person before the City Council. Written comments may be mailed to the City of Eastvale Community Development Department located at 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752 or via email to rhicks@eastvaleca.gov. **Comments made in writing or via email prior to the public hearing must be received by the City of Eastvale Community Development Department no later than Wednesday, November 12, 2025, at 4:30 p.m. to be presented to the City Council at the meeting.** Oral and written comments may also be submitted directly to the City Council at the public hearing. If you challenge the ordinance in court, you may be limited to raising only those issues you raised at the public hearing as described in this notice or in written correspondence delivered to the Eastvale City Council prior to or at the public hearing.

A copy of the 2025 Building Codes (Title 24 of the California Code of Regulations) is available for review in the Office of the City Clerk, City of Eastvale, 12363 Limonite Ave, #910, Eastvale, CA 91752

If you have any questions regarding the Ordinance, contact Richard Hicks, Building Official, at (951) 703-4458 ot rhicks@eatsvle.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 13.1
November 12, 2025

Protected Bike Lane Options along Citrus Street

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

Recommended Action(s)
Staff recommends the following for the City Council:

1. Provide comments and direction on whether to proceed with procurement and installation of protected bike lanes along Citrus Street; and
2. Provide comments and direction on whether to proceed with procurement of an electric sweeper.

Summary
City staff evaluated options for converting the existing buffered Class II bike lanes on Citrus Street into protected bike lanes. Three protection treatments were considered: white candlestick delineators, K71 posts/bollards, and zebra separators. While all three options provide additional separation between cyclists and vehicles, each presents aesthetic and maintenance challenges, particularly regarding street sweeping access. Zebra separators are the most visually unobtrusive and low-maintenance option. Staff is also exploring options for specialized sweeping equipment to maintain the protected lanes.

Background
Citrus Street currently includes buffered Class II bike lanes on both sides of the street. The City Council requested that staff investigate options for upgrading the existing bike lanes to protected Class IV facilities to enhance rider comfort and safety.

Three options were evaluated:

- Option 1 – White Candlestick Delineators: Provide a visual and physical separation but are visually intrusive, prone to being knocked down, creating a sense of neglect or poor maintenance along the street.
- Option 2 – K71 Posts/Bollards: Offer higher durability than candlesticks and provide continuous vertical separation; however, they are also visually intrusive and susceptible to impact damage.
- Option 3 – Zebra Separators: Low-profile devices installed along the buffer that create a physical barrier without significantly altering the streetscape. Zebras are the least visually intrusive, require minimal maintenance, and avoid the aesthetic concerns associated with upright delineators.

For all three options, protection elements would be spaced approximately 10–20 feet apart along the corridor, which spans roughly 5,000 feet from Scholar Way to Harrison Avenue. Buffered bike lanes currently exist on both sides of the street; therefore, if protected bike lanes are installed on both sides, the cost would approximately double. Estimated installation costs for any one option on both sides are roughly $25,000 - $50,000.

Furthermore, for all three options, standard street sweepers cannot operate within the protected bike lane area. Staff is coordinated with the City's sweeping vendor but they do not have a sweeper small enough to accommodate these bike lanes. The vendor proposed manual sweeping with a 2-person crew at a rate of $150/hour with a 4 hour minimum. Additionally, staff is evaluating the purchase of a compact electric mini sweeper (estimated at approximately $200,000 per unit). This equipment could be partially funded through AQMD grant programs. Once the new Civic Center opens, the electric sweeper could serve dual purposes—maintaining both the Civic Center plaza and protected bike lanes throughout the City.

This would be a new project that does not have a City Council approved budget. If Council provides direction to proceed, staff would bring back a budget amendment for Council approval, as well as any contracts to implement the direction as may be required by the City's purchasing ordinance or the Public Contracts Code.

Environmental

Not applicable.

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

Not applicable.

Fiscal Impact

Currently, there is no AQMD fund available until next fiscal year. Since this is a new CIP project that does not have a City Council approved budget source, it will have to be funded by the General Fund unless another funding source can be identified.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Not Applicable.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council Meeting
CITY COUNCIL BUSINESS
Agenda Item No. 13.2
November 12, 2025

Authorize the Creation of a City Marketing Logo to be used with Local Community Partners

Prepared By:

Marc A. Donohue, Government Services Director/City Clerk

Recommended Action(s)

Staff recommends that the City Council:

1. Authorize the creation of a new city marketing logo that would be used with local community partners.
2. Authorize the city manager to enter into licensing agreements, subject to review and approval by the city attorney, with local community partners for the use of the marketing logo.

Summary

The city was recently approached by Eleanor Roosevelt High School (ERHS) regarding a potential marketing partnership designed to highlight Eastvale's only high school and the city under the slogan, "One Town, One Team."

Historically, the city has supported ERHS by recognizing student achievements through certificates of recognition presented at City Council meetings and by spotlighting graduating seniors each June. This new partnership would expand upon those efforts and create additional opportunities to strengthen civic pride and community engagement. Potential collaboration areas include:

- Citywide Slogan Usage: Promoting the "One Town, One Team" message through social media, City signage, and newsletters.
- City Spotlights: Featuring ERHS students, staff, and programs in City newsletters and on social

media platforms.

- Student Achievements: Sharing major academic, athletic, and artistic accomplishments on official City channels.
- Internships and Job Shadowing: Partnering with City departments to provide students with real-world learning experiences in areas such as planning, public safety, and parks and recreation.
- Student Participation in City Projects: Inviting students to contribute to civic initiatives such as beautification, environmental programs, and media campaigns.
- Public Art and Murals: Collaborating on community art projects celebrating Eastvale's youth, culture, and history.
- Eastvale Day at Roosevelt: Hosting an annual event to celebrate civic pride and the partnership between the City and ERHS.

In addition, the city was approached by the incoming Walmart, which is expected to open in early 2026, about a city-branded merchandise opportunity. Many Walmart stores feature merchandise that highlights the community they serve, such as shirts, hoodies, mugs, hats, and other items. Merchandise could be sold in-store, online, and potentially at City events.

Authorizing the creation of a marketing logo would allow for collaboration on branding and marketing efforts with local community partners to ensure products reflect Eastvale's identity and standards. Together, these partnership opportunities would enhance community identity, promote civic pride, and provide residents with affordable, City-branded merchandise that strengthens Eastvale's sense of belonging and unity.

If approved, the Communication Division would work with a consulting firm on the development of this marketing logo and branding kit.

Background

Per the City municipal code, no person shall use or be allowed to use the official seal, inaugural logo, logo or official name of the city, any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal without the express written consent of the City Council.

Once our new marketing logo is finalized, it will replace the six logos created for the launch of the Eastvale Essentials merch store. While those options gave residents variety, using multiple logos has made it harder to build clear recognition. Consolidating to one official marketing logo will strengthen our brand and make it easier for the community to identify City of Eastvale materials.

Environmental

Not applicable.

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

Priority Level 2 Goal - Develop Branding for Eastvale - Target B, Goal C

Fiscal Impact

It's anticipated that the development of a new marketing/branding logo will not exceed $5,000. There are sufficient funds in the Communications Division budget to cover the cost.

There is no fiscal impact associated with the potential partnership with Eleanor Roosevelt High School. Regarding the partnership with Walmart, the city will not benefit financially from merchandise sold by Walmart that includes any use of our logo.

Prior City Council/Commission Action

Not applicable.

Attachment(s)

Not Applicable.