



**CITY OF EASTVALE  
CITY COUNCIL REGULAR MEETING AGENDA**

**Rosa Parks Elementary School  
13830 Whispering Hills Drive, Eastvale, CA 92880  
Wednesday, January 13, 2016, at 6:00 P.M.**

**City Council**

Ike Bootsma, Mayor  
Joseph Tessari, Mayor Pro Tem

**Councilmembers**

Bill Link; Clint Lorimore; Adam Rush

Michele Nissen, City Manager  
John Cavanaugh, City Attorney  
Marc Donohue, City Clerk

**1. CALL TO ORDER**

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

Invocation led by James Turner with Eastvale Bible Church.

**3. CLOSED SESSION**

**3.1 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9)**

Name of case: City of Eastvale v. County of Riverside, et al.  
Riverside Superior Court Case No. RIC1513629

**4. PRESENTATIONS/ANNOUNCEMENTS**

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

4.1 New Fire Paramedic Squad

4.2 Employee Introduction – Avis Hatcher, Code Enforcement Officer

4.3 Certificates of Appreciation – Spark of Love Toy Drive Volunteers

**5. STUDENT LIAISON REPORT - None**

**6. PUBLIC COMMENT**

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

**7. CONSENT CALENDAR**

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

**7.1 City Council Meeting Minutes**

RECOMMENDATION: Approve the minutes from the special meeting held on December 2, 2015, the regular meeting held on December 9, 2015 and the special meeting held on December 21, 2015.

**7.2 Eastvale Connection**

RECOMMENDATION: Receive and file.

**7.3 Water Efficient Landscape Ordinance**

RECOMMENDATION: Approve the second reading and adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING ORDINANCE 859 AND ADOPTING THE CITY OF EASTVALE WATER EFFICIENT LANDSCAPE REGULATIONS

**7.4 The Ranch at Eastvale Project No. 15-0783**

RECOMMENDATION: Approve the second reading and adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ALL CHAPTERS OF THE RANCH AT EASTVALE SPECIFIC PLAN COVERING APPROXIMATELY 120 ACRES OF THE REAL PROPERTIES LOCATED GENERALLY NORTH OF AMERICAN HEROES PARK, EAST OF THE EXTENSION OF HELLMAN AVENUE, WEST OF SAN BERNARDINO COUNTY FLOOD CONTROL CHANNEL AND SOUTH OF THE COUNTY LINE, ASSESSOR'S PARCEL NUMBERS 144-010-008, -009 AND -013

7.5 2016 Holiday & City Council Meeting Schedule

RECOMMENDATION: Adopt a holiday & City Council meeting schedule for the 2016 calendar year.

7.6 Acceptance of Public Improvements of Tracts 31622 & 31931, Standard Pacific Homes – Northwest corner of Archibald Avenue and Schleisman Road

RECOMMENDATION: Adopt resolutions accepting as complete, the public improvements for tracts 31622 & 31931 and direct staff to file respective notice of completion – projects 10-0076 & 10-0088 respectively.

7.7 Community Development Block Grant Supplemental Agreement

RECOMMENDATION: Authorize the City Manager to execute the supplemental agreement for the 2015-16 community development block grant program year.

**8. PUBLIC HEARINGS - None**

**9. CITY COUNCIL BUSINESS**

9.1 Selection of Investment Advisor

RECOMMENDATION: Approve the selection of PFM Asset Management LLC for the City’s investment advisor and authorize the City Manager to execute the agreement.

9.2 Flood Control Zone 2 Project Update

RECOMMENDATION: Receive and file.

**10. CITY MANAGER/CITY STAFF REPORT**

**11. CITY COUNCIL COMMUNICATIONS**

**12. COMMITTEE REPORTS**

12.1 League of California Cities  
- Executive Committee  
- Public Safety Committee

12.2 Southern California Association of Governments

12.3 Western Riverside Council of Governments

12.4 Riverside Transit Agency

12.5 Northwest Mosquito and Vector Control District

12.6 Riverside County Transportation Commission

12.7 Western Riverside County Regional Conversation Agency

12.8 Special Events

### **13. ADJOURNMENT**

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The next regular meeting of the Eastvale City Council will be held on January 27, 2016 at 6:30 p.m. at Rosa Parks Elementary School, 13830 Whispering Hills Drive, Eastvale, CA 92880.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City of Eastvale. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

I, Marc Donohue, City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted seventy-two (72) hours prior to the meeting, per Government Code 54954.2, at the following locations: City Hall, 12363 Limonite Ave. Suite 910; Rosa Parks Elementary School, 13830 Whispering Hills Drive; Eastvale Library, 7447 Scholar Way; and on the City's website ([www.eastvaleca.gov](http://www.eastvaleca.gov))

**MINUTES**  
**SPECIAL MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF EASTVALE**  
**Wednesday, December 2, 2015**  
**6:00 P.M.**  
**Eastvale City Hall**  
**12363 Limonite Avenue, Suite 910, Eastvale, CA 91752**

**1. CALL TO ORDER** – 6:06 p.m.

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

Councilmembers present: Lorimore, Tessari, Link, Bootsma  
Councilmembers absent: Rush (arrived at 6:07 p.m.)

Staff present: City Manager Nissen, City Attorney Cavanaugh, Attorney Brad Pierce,  
Attorney Mona Nemat

Mayor Bootsma led the Pledge of Allegiance.

Councilmember Rush entered the meeting at 6:07 p.m.

**3. PUBLIC COMMENT** - None

**4. CITY COUNCIL BUSINESS**

4.1 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9)  
Name of case: City of Eastvale v. County of Riverside, et al.  
Riverside Superior Court Case No. RIC1513629

City Attorney Cavanaugh stated that on a 5-0 vote, the City Council voted to  
pursue all available options including legal remedy.

**5. ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:36 p.m.

*Submitted by Marc Donohue, City Clerk*  
*Reviewed and edited by Michele Nissen, City Manager*

Respectfully submitted,

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Marc Donohue, City Clerk

**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF EASTVALE**  
**Wednesday, December 9, 2015**  
**6:30 P.M.**  
**Rosa Parks Elementary School**  
**13830 Whispering Hills Drive, Eastvale, CA 92880**

**1. CALL TO ORDER – 6:30 p.m.**

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

Councilmembers present: Lorimore, Rush, Tessari, Link, Bootsma  
Councilmembers absent:

Staff present: City Manager Nissen, City Attorney Cavanaugh, Police Chief Horton, Battalion Chief Scribner, City Engineer Alvarez, Planning Director Norris, Landscape Architect Levine and City Clerk Donohue

The invocation was led by Tim Eaton with Edgewater Lutheran.

The Pledge of Allegiance was led by Julia Sung.

**3. CLOSED SESSION - None**

**4. PRESENTATIONS/ANNOUNCEMENTS**

**4.1 Eastvale Community Foundation Update**

Sharyn Link, Executive Director of the Community Foundation, provided an update.

**4.2 Public Safety Commission Update**

Chris Hook, Vice-Chair of the Public Safety Commission, provided an update.

**4.3 Certificates of Appreciation for Boy & Girl Scouts**

The City Council presented certificates of appreciation to the boy & girl scouts who participated in the 9/11 memorial ceremony.

Mayor Bootsma presented a 5 year anniversary plaque to City Attorney Cavanaugh and thanked him for all that he has done for the City.

**5. CITY COUNCIL REORGANIZATION**

5.1 Office of Mayor

RECOMMENDATION: Appoint a Mayor to serve through December 2016.

Councilmember Tessari nominated Mayor Bootsma to serve as Mayor through December 2016.

Motion: Moved by Councilmember Tessari, seconded by Councilmember Rush to approve Councilmember Tessari's nomination.

Motion carried 5-0 with Councilmembers Lorimore, Rush, Tessari, Mayor Pro Tem Link and Mayor Bootsma voting aye.

5.2 Office of Mayor Pro Tem

RECOMMENDATION: Appoint a Mayor Pro Tem to serve through December 2016.

Mayor Pro Tem Link nominated Councilmember Tessari to serve as Mayor Pro Tem through December 2016.

Motion: Moved by Mayor Pro Tem Link, seconded by Councilmember Rush to approve Mayor Pro Tem Link's nomination.

Motion carried 5-0 with Councilmembers Lorimore, Tessari, Rush, Mayor Pro Tem Link and Mayor Bootsma voting aye.

5.3 Planning Commission Appointments

RECOMMENDATION: Review current appointments to the Planning Commission and (1) Reaffirm existing Planning Commissioners or (2) Appoint new member(s) or (3) Direct staff to advertise for vacancies.

Motion: Moved by Mayor Pro Tem Tessari, seconded by Mayor Bootsma to reaffirm the existing Planning Commission appointments through December 2016.

Motion carried 5-0 with Councilmembers Lorimore, Tessari, Rush, Mayor Pro Tem Link and Mayor Bootsma voting aye.

5.4 Public Safety Appointments

RECOMMENDATION: Review current appointments to the Public Safety Commission and (1) Reaffirm existing Public Safety Commissioners or (2) Appoint new member(s) or (3) Direct staff to advertise for vacancies.

Motion: Moved by Mayor Bootsma, seconded by Councilmember Link to reaffirm the existing Public Safety Commission appointments through December 2016.

Motion carried 5-0 with Councilmembers Lorimore, Tessari, Rush, Mayor Pro Tem Link and Mayor Bootsma voting aye.

5.5 City Council Regional Appointments

RECOMMENDATION: Review the City Council Regional Appointments list, provide direction to staff regarding any necessary changes for appointments on the list, and approve the City Council Regional Appointments list, as revised by the City Council.

Motion: Moved by Councilmember Link, seconded by Councilmember Rush to reaffirm the existing regional appointments through December 2016.

Motion carried 5-0 with Councilmembers Lorimore, Tessari, Rush, Mayor Pro Tem Link and Mayor Bootsma voting aye.

5.6 City Council Sub-Committees Appointments

RECOMMENDATION: Review the City Council Sub-Committees list, provide direction to staff regarding any necessary changes for appointments on the list, and approve the City Council Sub-Committees appointments list, as revised by the City Council.

Motion: Moved by Mayor Bootsma, seconded by Councilmember Rush to reaffirm the existing sub-committee appointments through December 2016.

Motion carried 5-0 with Councilmembers Lorimore, Tessari, Rush, Mayor Pro Tem Link and Mayor Bootsma voting aye.

**6. STUDENT LIAISON REPORT**

6.1 Update by Student Liaison Julia Sung

Julia Sung, Student Liaison, provided an update.

**7. PUBLIC COMMENT**

Dani Medrano, Wives of Law Enforcement & Fire Fighters, thanked the City Council for their support of the 1<sup>st</sup> annual Flags for the Fallen event and presented a plaque to Mayor Bootsma.

Kathryn Greene & River Heights ASB discussed the adopt a soldier campaign and encouraged the community to make donations.

**8. CONSENT CALENDAR**

8.1 City Council Meeting Minutes

RECOMMENDATION: Approve the minutes from the regular meeting held on November 10, 2015, the special meeting held on November 16, 2015 and the Joint Workshop held on November 17, 2015.

8.2 Warrant Register

RECOMMENDATION: Approve the payment of warrants as submitted by the Finance Department.

8.3 Treasurer's Report – Quarter Ended September 30, 2015

RECOMMENDATION: Receive and file the City Treasurer's report.

8.4 Eastvale Connection

RECOMMENDATION: Receive and file.

8.5 Planning Department Update

RECOMMENDATION: Receive and file.

8.6 Public Works Department Update

RECOMMENDATION: Receive and file.

8.7 Financial Services Agreements

RECOMMENDATION: Approve and authorize the Mayor to execute agreements for financial support services with Ms. Anna Montoya and Mr. James Riley.

8.8 Storm Drain Cooperative Agreement with Riverside County Flood Control District and Tarpon Property Ownership 2 LLC – Parcel Map 36487, Hamner Avenue

RECOMMENDATION: Approve the cooperative agreement with Riverside County Flood Control and Water Conservation District and Tarpon Property Ownership 2 for Eastvale Master Drainage Plan Line E-1, Stage 2

Motion: Moved by Councilmember Rush, seconded by Councilmember Link to approve the consent calendar.

Motion carried 5-0 with Councilmembers Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

## 9. PUBLIC HEARINGS

### 9.1 Consideration of the Leal Master Plan

RECOMMENDATION: Staff recommends that the City Council take the Leal Master Plan “off calendar” and take no action on the project at this time.

City Attorney Cavanaugh summarized the staff report.

Councilmembers discussed the item and staff answered related questions.

Motion: Moved by Councilmember Rush, seconded by Councilmember Link to move the recommended action and get an appraisal on the Leal property.

Motion carried 5-0 with Councilmembers Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

### 9.2 Water Efficient Landscape Ordinance

RECOMMENDATION: Approve the first reading and introduction of an ordinance establishing regulations pertaining to Water Efficient Landscape entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING ORDINANCE 859 AND ADOPTING THE CITY OF EASTVALE WATER EFFICIENT LANDSCAPE REGULATIONS

Planning Director Norris summarized the staff report.

Councilmembers discussed the item and staff answered related questions.

Mayor Bootsma opened the public hearing.

With no requests to speak, the public hearing was closed.

Motion: Moved by Councilmember Rush, seconded by Mayor Pro Tem Tessari to move the recommended action and to direct staff to make any other necessary changes to the zoning code that have any impact on the proposed ordinance.

Motion carried 5-0 with Councilmembers Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

- 9.3 The Ranch at Eastvale Project No. 15-0783 – An Amendment to the Ranch at Eastvale Specific Plan, Tentative Parcel Map and Major Development Review for the Development of a Light Industrial/Business Park at the Northeast Corner of Hellman and Limonite Avenues

RECOMMENDATION: On November 4, 2015, the Planning Commission recommended that the City Council approve the proposed specific plan amendment, tentative tract map, and major development plan by taking the following actions:

1. Adopt the addendum to the certified environmental impact report (SCH #2006091105) prepared for the project.
2. Approve the proposed amendments to the Ranch at Eastvale Specific Plan
3. Approve tentative parcel map no. 36787 to subdivide the 98 acres into 14 parcels including four light industrial lots, four business park lots, five commercial/retail lots, and one parcel for an infiltration basin, subject to conditions.
4. Approve the major development review for the development of six light industrial/business park buildings, totaling 936,000 square feet, and associated improvements, and one water quality detention basin on approximately 60 acres, subject to conditions of approval.

Assistant Planning Director Perring summarized the staff report.

Councilmembers discussed the item and staff answered related questions.

Bryan Bentrott, Summit Development, discussed his excitement for the project and thanked the City staff for all their work on the project.

Mayor Bootsma opened the public hearing.

With there being no requests to speak, the public hearing was closed.

Motion: Moved by Councilmember Lorimore, seconded by Mayor Pro Tem Tessari to move the recommended actions.

Motion carried 5-0 with Councilmembers Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

## **10. CITY COUNCIL BUSINESS**

- 10.1 Service Agreement by and among the County of Riverside, City of Eastvale and the City of Norco for the Hamner Avenue Bridge Replacement over Santa Ana River

RECOMMENDATION: Approve the service agreement for project approval and environmental documentation by and among the County of Riverside, City of Eastvale, and the City of Norco for the Hamner Avenue Bridge Replacement over Santa Ana River.

City Engineer Alvarez introduced the item.

Tayfun Saglam, County of Riverside, presented a PowerPoint presentation on the proposed project.

Councilmembers discussed the item and staff answered related questions.

Motion: Moved by Mayor Pro Tem Tessari, seconded by Councilmember Rush to move the recommended action and prepare questions for follow-up meetings with two councilmembers from the City of Eastvale and two councilmembers from the City of Norco.

Motion carried 3-2 with Councilmembers Lorimore, Rush and Mayor Pro Tem Tessari voting aye and Councilmember Link and Mayor Bootsma voting no.

- 10.2 Professional Services Agreement for Testing Laboratory Services with Geocon West, Inc. for Fire Station No. 31

RECOMMENDATION: Approve the execution of a professional services agreement for testing laboratory services with Geocon West, Inc. for Fire Station No. 31.

City Engineer Alvarez summarized the agenda report.

Councilmembers discussed the item and staff answered related questions.

Motion: Moved by Councilmember Rush, seconded by Councilmember Link to move the recommended action.

Motion carried 5-0 with Councilmembers Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

## **11. CITY MANAGER/CITY STAFF REPORT**

City Manager Nissen shared pictures of the City staff Christmas potluck and “ugly sweater” contest. She wished everyone a Merry Christmas and Happy New Year. She

acknowledged Public Information Officer McClister, Public Works staff and Cal Fire staff for their work on the ground breaking ceremony for Fire Station #31.

City department heads provided an update on current projects in their departments.

**12. CITY COUNCIL COMMUNICATIONS**

Councilmember Rush acknowledged Senior Planner Kith for her prompt response to an email that he had sent her.

Mayor Pro Tem Tessari wished Police Chief Horton a happy birthday. He wished everyone a Merry Christmas and thanked his colleagues for his Mayor Pro Tem appointment.

Councilmember Lorimore wished everyone happy holidays. He congratulated Mayor Bootsma and Mayor Pro Tem Tessari on their appointments. He discussed the recent events that he attended.

Mayor Bootsma thanked the City Council for his appointment as Mayor. He complimented JCSD on the recent Winter Wonderland and Tree Lighting Ceremony. He wished everyone a Merry Christmas and happy holidays.

**13. COMMITTEE REPORTS**

- 13.1 League of California Cities
  - Executive Committee
  - Public Safety Committee

No report was given.

- 13.2 Southern California Association of Governments

Councilmember Lorimore provided a report.

- 13.3 Western Riverside Council of Governments

Mayor Bootsma provided a report.

Councilmembers and staff discussed the report.

- 13.4 Riverside Transit Agency

No report was given.

- 13.5 Northwest Mosquito and Vector Control District

Councilmember Link provided a report.

13.6 Riverside County Transportation Commission

Councilmember Rush provided a report.

13.7 Western Riverside County Regional Conversation Agency

Councilmember Lorimore provided a report.

13.8 Special Events

**14. ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:45 p.m.

*Submitted by Marc Donohue, City Clerk*

*Reviewed and edited by Michele Nissen, City Manager*

Respectfully submitted,

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Marc Donohue, City Clerk

**MINUTES**  
**SPECIAL MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF EASTVALE**  
**Monday, December 21, 2015**  
**5:30 P.M.**  
**Eastvale City Hall**  
**12363 Limonite Avenue, Suite 910, Eastvale, CA 91752**

**1. CALL TO ORDER – 5:37 p.m.**

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

Councilmembers present: Tessari, Link (teleconferenced from his home), Bootsma  
Councilmembers absent: Lorimore, Rush

Staff present: City Manager Nissen, City Attorney Cavanaugh

Mayor Bootsma led the Pledge of Allegiance.

**3. PUBLIC COMMENT - None**

**4. CITY COUNCIL BUSINESS**

4.1 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9)  
Name of case: City of Eastvale v. County of Riverside, et al.  
Riverside Superior Court Case No. RIC1513629

Mayor Bootsma called for a recess at 5:40 p.m.

The meeting was called back to order at 5:44 p.m.

City Attorney Cavanaugh stated that there was no reportable action.

**5. ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:36 p.m.

*Submitted by Marc Donohue, City Clerk*  
*Reviewed and edited by Michele Nissen, City Manager*

Respectfully submitted,

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Marc Donohue, City Clerk

# EASTVALE CONNECTION



January 7, 2016

## MEETING SCHEDULE:

### Eastvale City Council

#### Meetings

- ➔ **Wednesday, January 13**  
**@ 6:00 p.m.**
- ➔ **Wednesday, January 27**  
**@ 6:30 p.m.**

### Eastvale Planning Commission Meeting

- ➔ **Wednesday, January 20 @ 6:00 p.m.**

### Eastvale Public Safety Commission Meeting

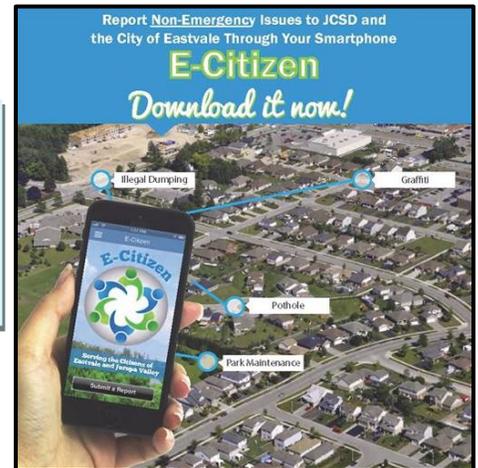
- ➔ **Tuesday, January 26 @ 6:00 p.m.**

Meetings held at:

#### Rosa Parks Elementary

#### School

13830 Whispering Hills Dr.  
Eastvale, CA 92880



## Stay Informed

Sign up for **E-Notify** to receive the latest information about community events, press releases, city council meetings and more directly to your inbox!

## UPCOMING EVENTS:

- ◆ **January 8<sup>th</sup>** – WOLFF 2016 Flags for the Fallen at Eastvale Fire Station #27 at 10:30 a.m.
- ◆ **January 9<sup>th</sup>** – Panera Bread Ribbon Cutting Ceremony at Panera Bread at 3:00 p.m.
- ◆ **January 18<sup>th</sup>** – City Hall will be closed in observance of Martin Luther King Jr. Day.
- ◆ **January 29<sup>th</sup>-31<sup>st</sup>** – Free CERT Training at the Jurupa Community Services District Office Board Room.
- ◆ **January 30<sup>th</sup>** – Corona Norco Unified School District Job Fair at JFK Middle College High School from 8:00 a.m. –12:00 p.m.

***Visit the city's website for additional information regarding these and future events.***

During this rainy season and the potential of a strong El Niño, sandbags will be available to Eastvale residents for flood control purposes. Visit [www.bit.ly/EVsandbags](http://www.bit.ly/EVsandbags) for additional information.



12363 Limonite Ave. Ste. 910, Eastvale, CA 91752

City Hall is open Monday- Thursday from 7:30 a.m.- 5:30 p.m. City Hall is closed on Fridays.

**T:** (951)361-0900 **F:** (951) 361-0888 **E:** [info@eastvaleca.gov](mailto:info@eastvaleca.gov) **W:** [www.eastvaleca.gov](http://www.eastvaleca.gov)

## ORDINANCE NO. 16-XX

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING ORDINANCE 859 AND ADOPTING THE CITY OF EASTVALE WATER EFFICIENT LANDSCAPE REGULATIONS

**WHEREAS**, on April 1, 2015, Governor Edmund G. Brown Jr. issued Executive Order B-29-15 declaring that a Continued State of Emergency exists due to the ongoing drought mandating a statewide 25% reduction in potable urban water use (compared to 2013) through February 2016; and

**WHEREAS**, on May 5, 2015, the State Water Resources Control Board adopted an Emergency Regulation (effective May 18, 2015, set to expire February 13, 2016) in response to the Executive Order. The Emergency Regulation requires local water agencies to reduce potable water usage compared to prior years; and

**WHEREAS**, on July 15, 2015, the California Water Commission adopted a new Model Water Efficient Landscape Ordinance that regulates new residential, commercial, industrial, or institutional development projects having landscaped areas of 500 square feet or more; and

**WHEREAS**, the Department of Water Resources has given local agencies until December 1, 2015, to adopt the State Model Water Efficient Landscape Ordinance or their own water efficient landscape ordinance. If a local agency does not take action prior to these dates, the State Model Water Efficient Landscape Ordinance will become effective for that local agency by default at that time; and

**WHEREAS**, the City is required to provide a report to the Department of Water Resources by December 31, 2015, on what the City has done relative to implementation and enforcement of the new water efficient landscape ordinance; and

**WHEREAS**, the City has prepared new Water Efficient Landscape Regulations to comply with the Department of Water Resources' requirement for adopting a water efficient landscape ordinance.

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

**SECTION 1. CEQA Finding.** The City Council hereby finds that there is no possibility that the adoption of the proposed Water Efficient Landscape Regulations will have a significant effect on the environment. Therefore, it is exempted from the California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**SECTION 2. SHORT TITLE.** This ordinance shall be known as the Water Efficient Landscape Regulations ordinance.

**SECTION 3. INTENT.** It is the intent of the City Council in adopting this ordinance to:

- Establish provisions for water management practices and water waste prevention.
- Establish a structure for planning, designing, installing, maintaining, and managing water

efficient landscapes in new and rehabilitated projects.

- Reduce the water demands from landscapes without a decline in landscape quality or quantity.
- Retain flexibility and encourage creativity through appropriate design.
- Ensure the attainment of water efficient landscape goals by requiring that landscapes serviced by potable water not exceed a maximum water demand of 55% or 0.55 of the reference evapotranspiration (ET<sub>o</sub>).
- Ensure the attainment of water efficient landscape goals by requiring that landscapes serviced entirely by recycled water be allowed to utilize 85% or 0.85 of the reference evapotranspiration (ET<sub>o</sub>).
- Eliminate water waste from overspray and/or runoff;
- Implement the requirements of the California Water Conservation in Landscaping Act 2006, California Code of Regulations Title 23, Division 2, Chapter 2.7, and Executive Order B-29-15 issued by Governor Brown on April 1, 2015.
- Promote water conservation in new residential subdivision landscapes by reducing the amount of natural turf (grass lawns) in the front yards of new homes to 30% of the landscape area if cool season turf grass is installed, by 50% if warm season turf grass is installed, and by promoting appropriate use of lower water use plants and inert materials for a sustainable landscape design.
- Prohibit the new installation of natural turf grass in medians and parkways within and along City-maintained roads.

**SECTION 4. Repeal Ordinance 859.** The City Council hereby repeals Ordinance 859 titled as Water Efficient Landscape Requirements that the City adopted at incorporation.

**SECTION 5. Adopt Water Efficient Landscape Regulations.** The City Council hereby adopts the City of Eastvale Water Efficient Landscape Regulations, as described and attached hereto as Exhibit A.

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

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

PASSED, APPROVED AND ORDAINED this 13<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Ike Bootsma, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

\_\_\_\_\_  
Marc Donohue, City Clerk

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

I, Marc Donohue, City Clerk of the City Council of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 16-XX, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 9<sup>th</sup> day of December, 2015 and was passed by the City Council of the City of Eastvale at a regular meeting held the 13<sup>th</sup> day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Marc Donohue, City Clerk

Exhibit A:

Water Efficient Landscape Regulations

## **Water Efficient Landscape Regulations**

### **A. INTENT**

The intent of this article is to:

1. Establish provisions for water management practices and water waste prevention.
2. Establish a structure for planning, designing, installing, maintaining, and managing water efficient landscapes in new and rehabilitated projects.
3. Reduce the water demands from landscapes without a decline in landscape quality or quantity.
4. Retain flexibility and encourage creativity through appropriate design.
5. Ensure the attainment of water efficient landscape goals by requiring that landscapes serviced by potable water not exceed a maximum water demand of 55% or 0.55 of the reference evapotranspiration (ET<sub>o</sub>).
6. Ensure the attainment of water efficient landscape goals by allowing landscapes serviced entirely by recycled water to utilize 85% or 0.85 of the reference evapotranspiration (ET<sub>o</sub>).
7. Eliminate water waste from overspray and/or runoff.
8. Implement the requirements of the California Water Conservation in Landscaping Act 2006, California Code of Regulations Title 23, Division 2, Chapter 2.7, and Executive Order B-29-15 issued by Governor Brown on April 1, 2015.
9. Promote water conservation in new residential subdivision landscapes by reducing the amount of natural turf (grass lawns) in the front yards of new homes to 30% of the landscape area if cool season turf grass is installed, by 50% if warm season turf grass is installed, and by promoting appropriate use of lower water use plants and inert materials for a sustainable landscape design. All areas of natural turf must meet the Maximum Applied Water Allowance as described in Section H, Water Budget.
10. Prohibit the new installation of natural turf grass in medians and parkways within and along City-maintained roads.

### **B. DEFINITIONS**

The terms used in this article shall have the meaning set forth below:

1. **Backfilling.** To refill an excavation, usually with excavated material.

2. Backflow prevention device. A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
3. Check valve or anti-drain valve. A valve located under a sprinkler head or other location in the irrigation system to hold water in the system to prevent drainage from the sprinkler heads or other irrigation device when the system is off.
4. Distribution uniformity or DU. The measure of the uniformity of irrigation water distributed over an area, typically expressed in a percentage and converted to decimal form for water use calculations.
5. Emitter tubing or subsurface emitter dripline. The application of irrigation water with a matched precipitation rate at low pressure through a system of tubing or lateral lines containing factory-installed low-volume drip emitters equally spaced to apply small volumes of water when installed per manufacturers' recommendations at or near the root zone of plants.
6. Established landscape. The point at which plants in the landscape have developed a significant root growth into the site. Typically, most plants are established after one or two years of growth.
7. Estimated Annual Water Use or EAWU. The estimated total water use per year as calculated by the formula contained in Section H, Water Budget.
8. Functional turf. The turf areas to be publicly and privately accessible and dedicated as active play and recreation areas such as parks, sports fields, and golf courses; where turf provides a playing field or where turf is needed for high foot traffic activities.
9. Hydrozone. A portion of the landscaped area having plants with similar or adaptable water needs. A hydrozone may be irrigated or nonirrigated.
10. Invasive species. Non-indigenous species (e.g., non-native plants) that adversely affect the habitats they invade economically, environmentally, or ecologically. Lists of invasive species are included in the Western Riverside County Multiple Species Habitat Conservation Plan and the Coachella Valley Multiple Species Habitat Conservation Plan. Said lists are hereby incorporated by reference.
11. Landscape architect. A person who holds a license or is registered to practice landscape architecture in the state of California.
12. Landscape area or LA. All of the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance (MAWA) calculation. The landscape area does not include footprints of buildings, structures, sidewalks, driveways, parking lots, decks,

patios, gravel or stone walks, other pervious or impervious hardscapes, and other nonirrigated areas designated for non-development (e.g., open space and existing native vegetation).

13. Landscape water meter or submeter. A metering device to measure the amount of water applied to the landscape and that is installed after the primary water meter.
14. Local water purveyor. Any entity, including a public agency or private water company, that provides retail water service to customers in Eastvale.
15. Maximum Applied Water Allowance or MAWA. The upper limit of annual applied water allowed for the established landscaped area as calculated by the formula contained in Section H, Water Budget.
16. Mulch. A layer of material applied to the surface of an area of soil on the ground to prevent excessive evaporation or erosion, enrich the soil, inhibit/discourage weed growth, increase the rate of saturation, and reduce fluctuation in soil temperature. Mulch may be organic (such as bark mulch, wood chips) or inert (decomposed granite, gravel).
17. Overhead sprinkler irrigation systems. Systems that deliver water through the air (e.g., impulse sprinklers, spray heads and rotors) measured in gallons per minute.
18. Point source drip or point-to-point drip. The application type of irrigation water with a matched precipitation rate at low pressure through a system of tubing or lateral lines with a dedicated field-installed low-volume emitter or emitters at each specific plant. The DU of this type of irrigation generally does not exceed approximately 90%, as measured in gallons per hour.
19. Potable water. Water that meets federal and state safe drinking water standards and is safe for human consumption and contact.
20. Reference evapotranspiration or ETo. A standard measurement of environmental parameters that affect the water use of plants. ETo is given in inches per day, month, or year. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated. The annual reference evapotranspiration number for Eastvale is 56.4 as taken from data provided by CIMIS weather station #44. For geographic areas not covered by the Evapotranspiration Zones Map, data from nearby areas shall be used.
21. Rehabilitated landscape. Any re-landscaping of a project that requires a permit at the discretion of the City of Eastvale, provides water savings, revitalization, or the equivalent.

22. Special landscape area. An area of the landscape dedicated to edible plants, and areas dedicated to active play such as parks, sports fields, or golf courses, where turf provides a playing field or where turf is needed for high traffic activities. Cemeteries shall also be considered as special landscape areas. These areas shall be allowed 1.0 ETo.
23. Temporarily irrigated. Irrigation for the purposes of establishing plants or irrigation which will not continue after plant establishment. Temporary irrigation is for a period of six months or less.
24. Turf or turf grass or lawn. Species of warm or cool season grasses that form a dense mat of roots. Mowing may be provided on an irregular basis and creates a dense, even to somewhat even surface and increases the need for water regardless of season. Turf or turf grass or lawn does not include artificial turf.
25. Water-intensive landscaping. A landscape with a WUCOLS IV plant factor of 0.61 or greater and categorized as high or between high and moderate.
26. WUCOLS. The publication used as a general guide entitled "Water Use Classification of Landscape Species IV" by the California Department of Water Resources (DWR) Water Use Efficiency Program, California Center for Urban Horticulture (CCUH), University of California, Davis, and University of California Cooperative Extension (2014 or most current WUCOLS version).

### C. APPLICABILITY

1. The water-efficient landscape requirements contained in this article shall be applicable to:
  - a. All rehabilitated landscapes associated with multi-family residential uses (excluding single-family projects) with a total landscape area equal to or greater than 2,500 square feet which require a permit and/or approval by the City of Eastvale.
  - b. All new landscapes associated with residential uses (including single-family and multi-family projects) which require a permit and/or approval.
  - c. All new and rehabilitated landscapes associated with nonresidential uses (commercial, business park, industrial uses, parks, etc.) which require a permit and/or approval by the City of Eastvale.
2. In the event Covenants, Conditions, and Restrictions (CC&Rs) are required for any permit subject to this Article, the following conditions shall be incorporated into any project approval:

- a. Prohibit the use of water-intensive landscaping in common area/open space area.
  - b. Require the use of appropriate low to medium water use plants materials for landscaping pursuant to the provisions of this Article in connection with common area/open space landscaping.
  - c. Require the CC&Rs to incorporate provisions concerning landscape irrigation system management and maintenance.
3. This Article shall not be construed as requiring landscaping of common areas or open space that is intended to remain natural.
  4. CC&Rs shall not prohibit the use of low water plants or the replacement of turf with less water intensive plant species.

#### D. EXEMPTION.

The following uses and/or projects are exempt from the provisions of this Article:

1. Registered local, state, or federal historical sites.
2. Ecological restoration projects that do not require a permanent irrigation system and have an establishment period of less than 5 years.
3. Mined land reclamation projects that do not require a permanent irrigation system.
4. Botanical gardens and arboretums open to the public.

#### E. COMPLIANCE

1. Any new or rehabilitated landscape that is designated for recycled water use shall consult with the appropriate local water purveyor early in the development review process to ensure that future recycled water facilities meet the projected demand and that the aforementioned plans when submitted comply with the applicable standards, approvals, and implementation requirements of this Article, the local water purveyor, and any applicable maintenance entity.
2. Planting Plans, Irrigation Design Plans, and Soils Management Plans shall be reviewed by a licensed or registered landscape architect at the City of Eastvale to ensure that all plan components adhere to the requirements of this Article.
3. Planting Plans and Irrigation Design Plans including Landscape Concept Plans shall be prepared by a landscape architect licensed by the State of California. The licensed landscape architect shall sign the plans verifying that

the plans comply with this Article. Any plans submitted without the signature of a licensed or registered landscape architect shall not be accepted for review.

4. Approved plans for use during construction shall be signed by the landscape architect or representative of the City of Eastvale.

#### F. ENFORCEMENT

1. The City of Eastvale Planning Director or his/her designee shall have the right to enter upon the project site at any time before, during, and after installation of the landscaping to conduct inspections for the purpose of enforcing this Article.
2. The City of Eastvale or the Planning Director shall have the discretion to interpret and determine suitable compliance based on the intent of this Article.
3. If the local water purveyor has stricter requirements than called for in this Article, the project applicant is responsible for contacting the water purveyor to determine what the requirements are and for designing the plans to those requirements. The City will work with the project applicant to implement the water purveyor's requirements.

#### G. PLANTING STANDARDS

1. New natural turf grass lawns are discouraged but not prohibited in the front yard for any new residential subdivisions. The use of natural turf (grass lawns) in the front yards of new homes shall be limited to:
  - a. Thirty percent (30%) of the landscape area if cool season turf grass is designed or 50% if warm season turf grass is designed.
2. Landscapes shall include appropriate use of lower water use plants and inert materials for a sustainable landscape design.
3. New natural turf grass in medians and parkways within and along City-maintained roads is prohibited, unless deemed appropriate by the City.
4. Plant types shall be grouped together by their water, soil, sun, and shade requirements and in relationship to the buildings. Plants with different water needs shall be irrigated separately, unless provisions for different irrigation applications within a hydrozone can be effectively demonstrated.
5. Planting areas shall be grouped in relation to moisture control zones based on similarity of water requirements (e.g., turf separate from shrub and groundcover, full sun exposure areas separate from shade areas, top of slope separate from toe of slope).

6. Trees for shade shall be provided for residential, commercial, business park, and industrial buildings, parking lots, and open space areas. These trees can be deciduous or evergreen and are to be incorporated to provide natural cooling opportunities for the purpose of energy and water conservation.
7. Plants shall be placed in a manner considerate of solar orientation to maximize summer shade and winter solar gain.
8. Plant selection for projects in high fire hazard areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required pursuant to Public Resources Code Section 4291 and Riverside County Fire Department Ordinance No. 695. Fire-prone plant materials and highly flammable mulches shall be avoided.
9. Any plant species that has the potential of being considered invasive shall be avoided, especially near parks, buffers, greenbelts, water bodies, conservation areas/reserves, and other open space areas, because of the potential to cause harm to environmentally sensitive areas.
10. All exposed surfaces of non-turf areas (soil area) within the landscape area shall be covered with a minimum of 3-inch layer of mulch.
11. Mulching products used on slopes shall aid in slope stability.
12. Turf areas shall be used in response to functional needs as defined and in compliance with the water budget.
13. Decorative water features shall use recirculating water systems.
14. Where available, recycled water shall be used as the source for irrigation.

## H. WATER BUDGET

Accurate and complete water budget calculations using one Maximum Applied Water Allowance (MAWA) for the entire project and one Estimated Annual Water Use (EAWU) formula for each hydrozone shall be provided.

1. Maximum Applied Water Allowance (MAWA)
  - a. Formula for projects serviced by potable water sources and required not to exceed 55% or 0.55 ETo:  
$$\text{MAWA (in gallons)} = (\text{ETo})(0.62)[0.55 \times \text{LA} + 0.55 \times \text{SLA}]$$
  - b. Formula for projects serviced entirely by recycled water sources and required not to exceed 85% or 0.85 ETo:  
$$\text{MAWA (in gallons)} = (\text{ETo})(0.62)[0.85 \times \text{LA} + 0.85 \times \text{SLA}]$$

Where:

ET<sub>o</sub> is reference evapotranspiration, local to the project

SLA is the amount of special landscape area in square feet

LA is total landscape area (including the SLA) in square feet

- c. For the purposes of determining the MAWA, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.71.
2. Estimated Annual Water Use (EAWU)

- a. EAWU for a given hydrozone shall be calculated as follows:

$$\text{EAWU (in gallons)} = (\text{ET}_o)(0.62)[((\text{PF} \times \text{HA})/\text{IE}) + \text{SLA}]$$

Where:

ET<sub>o</sub> is reference evapotranspiration PF is Plant Factor

HA is hydrozone area in square feet

IE is irrigation efficiency (minimum 0.71)

SLA is the amount of special landscape area in square feet

- b. EAWU (in the same units as MAWA) shall be provided for the sum of all valve circuits in the irrigation hydrozone. The sum of all EAWU hydrozone calculations shall not exceed the MAWA for the project.
3. The following plant factors from WUCOLS shall be used as a guide:
    - a. Low water use plants range from 0 to 0.39.
    - b. Moderate water use plants range from 0.4 to 0.6.
    - c. High water use plants range from 0.61 to 1.0.
  4. Plant factor calculations shall be based on the proportions of the respective plant water uses and their plant factor or the factor of the higher water using plant used.
  5. The surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation and temporarily irrigated areas in the low water use hydrozone.

6. Water systems for common open space areas shall use nonpotable water if approved facilities are made available by the local water purveyor. Provisions for a nonpotable water system shall be provided in the irrigation design plan. Water systems designed to utilize nonpotable water shall be designed to meet all applicable standards of the appropriate Regional Water Quality Control Board and the Riverside County Health Department.

#### I. IRRIGATION DESIGN REQUIREMENTS

1. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.71.
2. All irrigation systems shall be designed to prevent runoff, overspray, low head drainage, and other similar conditions where water flows off-site on to adjacent property, nonirrigated areas, walks, roadways, or structures.
3. Irrigation systems shall be designed, constructed, managed, and maintained to achieve high overall irrigation efficiency as possible.
4. The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
5. Landscaped areas shall be provided with a smart irrigation controller that automatically adjusts the frequency and/or duration of irrigation events in response to real-time weather conditions, or historical weather data, unless the use of the property would otherwise prohibit use of a timer.
6. Additional water conservation technology may be required, where necessary, at the discretion of the City of Eastvale.
7. Water systems for common open space areas shall use nonpotable water, if approved facilities are made available by the water purveyor.
  - a. Provisions for the conversion to a nonpotable water system shall be provided in the landscape plan.
  - b. Water systems designed to utilize nonpotable water shall be designed to meet all applicable standards of the California Regional Water Quality Control Board and the Riverside County Health Department.
8. Separate valves shall be provided for separate water use planting areas so that plants with similar water needs are irrigated by the same irrigation valve.
9. Trees located in planter areas that do not have dense planting or widespread irrigation distribution should be placed on separate irrigation valves from other plants (hydrozoned) with either low-flow spray heads measured in gallons per hour, bubblers, or drip emitters.

10. All installations shall rely on highly efficient state-of-the-art irrigation systems to eliminate runoff and maximize irrigation efficiency as required by the City.
11. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted and reported to the City Inspector at the time of installation.
12. The capacity of the irrigation system shall not exceed:
  - a. The capacity required for peak water demand based on water budget calculations within the required water window.
  - b. Meter capacity.
  - c. Backflow preventer type and device capacity.
  - d. A velocity of 5 feet per second for polyvinyl chloride (PVC) materials and 7 feet per second for copper and brass materials.
13. Sprinkler heads and other emission devices shall have matched precipitation rates and be pressure regulated, unless otherwise directed by the City of Eastvale.
14. Within inert mulched planting areas, the use of point source drip irrigation is required to maximize water infiltration into the root zone.
  - a. In 3-inch organic mulched planting areas where slopes are less steep than 2:1:
    - i. The use of emitter tubing irrigation or point source drip irrigation is required to maximize water infiltration into the root zone.
    - ii. Low water use plants that require overhead spray, as approved by the City of Eastvale, may be exempted from this requirement but shall be grouped, spaced, and hydrozoned independently on overhead spray.
    - iii. Drip irrigation shall be installed under the mulch.
    - iv. If grading conditions require increased stability not obtainable through low volume drip methods, overhead irrigation will be permitted with proper justification at the discretion of the City of Eastvale.
15. Slopes greater than or equal to 4:1 shall be irrigated with an irrigation system measured in gallons per hour or with a precipitation rate exceeding 0.75

inches per hour. This restriction may be modified if the landscape designer specifies an approved alternative design or technology as part of the landscape documentation required to be submitted pursuant to this Article and if there is a clear demonstration that no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed using an irrigation audit.

16. Long-narrow or irregularly shaped landscaped areas including functional turf areas less than 10 feet in width in any direction shall be irrigated with subsurface irrigation or low-volume irrigation technology measured in gallons per hour.
17. Overhead irrigation shall not be permitted within 24 inches of any nonpermeable surface and decomposed granite walking trails or paths. There are no restrictions on the irrigation system type if the landscape area is adjacent to permeable surfacing, other than decomposed granite.
18. For the purpose of design, overhead irrigation shall be limited to the hours of 8:00 p.m. to 6:00 a.m. (10-hour water window).
19. All irrigation systems shall be equipped with the following:
  - a. A smart irrigation controller as required in Section I, Irrigation Design Requirements.
  - b. A rain-sensing device to prevent irrigation during rainy weather.
  - c. Anti-drain check valves installed at strategic points on sloped sites to minimize or prevent low head drainage.
  - d. A manual shut-off valve installed as close as possible to the point of connection of the water supply to minimize water loss in case of an emergency or routine repair.
  - e. A mainline pressure regulator when the static water pressure is 15% above the recommended operating pressure of the irrigation system.
  - f. Pressure regulation within each valve circuit and each spray head to establish optimal operating pressure per manufacturers' recommendations.
  - g. Backflow prevention devices within a lockable cage or enclosure or other anchoring device to prevent theft.

Risers shall not be used in high traffic areas.

20. Dedicated landscape water meters or submeters shall be required for all projects greater than 2,500 square feet except single-family residences.

21. Irrigation design shall identify the following:
  - a. Hydrozones
    - i. Each hydrozone shall be designated by number, letter, or other designation.
    - ii. A hydrozone information table shall be prepared for each hydrozone.
    - iii. Each hydrozone shall be identified by a low, medium, or high priority designation in the event of a drought or water budgeting event as determined by the local water purveyor.
  - b. Areas irrigated by each valve
    - i. Irrigation point of connection (POC) to the water system.
    - ii. Static water pressure at POC.
    - iii. Location and size of water meter(s), service laterals, and backflow preventers.
    - iv. Location, size, and type of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads and nozzles, pressure regulator, drip and low volume irrigation equipment.
    - v. Total flow rate (gallons per minute) and design operating pressure (psi) for each overhead spray and bubbler circuit, and total flow rate (gallons per hour) and psi for each drip and low volume irrigation circuit.
    - vi. Precipitation rate (inches per hour) for each irrigation circuit or irrigation component.
    - vii. Irrigation legend with the manufacturer name, model number, and general description for all specified equipment, with separate symbols for all irrigation equipment with different spray patterns, spray radius, and precipitation rate.
    - viii. Irrigation system details and specifications for assembly and installation.
    - ix. Recommended irrigation schedule for each month, including number of irrigation days per week, number of start times (cycles) per day, minutes of run time per cycle, and estimated

amount of applied irrigation water, expressed in gallons per month and gallons per year, for the established landscape.

22. For each valve, two irrigation schedules shall be prepared:
  - a. One for the initial establishment period of three months.
  - b. One for the established landscape, which incorporates the specific water needs of the plants and functional turf throughout the calendar year.
23. Irrigation schedule shall:
  - a. Take into account the particular characteristics of the soil.
  - b. Be continuously available on-site to those responsible for landscape maintenance.
  - c. Contain specifics as to optimum run time and frequency of watering, and irrigation hours per day.

The schedule currently in effect shall be posted at the controller.

24. An irrigation controller that includes a seasonal adjustment function is encouraged to be utilized to satisfy the longer run times required for the establishment period irrigation schedule.

## J. SOIL MANAGEMENT REQUIREMENTS

A soil management analysis may be deemed necessary by the City.

1. After mass grading, the project applicant shall:
  - a. Perform a preliminary site inspection.
  - b. Determine the appropriate level of soil sampling and sampling method needed to obtain representative soil sample(s), typically one test per every 25,000 square feet of landscaped area.
  - c. Conduct a soil probe test to determine if the soil in the landscape area has sufficient depth to support the intended plants.
  - d. Obtain appropriate soil sample(s).
2. Soil sample(s) shall be submitted to a certified laboratory for analysis and recommendation. The soil analysis shall include:
  - a. Soil texture.

- b. Infiltration rate determined by laboratory test or soil texture infiltration rate tables.
  - c. pH level.
  - d. Total soluble salts.
  - e. Sodium.
  - f. Macro-nutrients.
  - g. Micro-nutrients.
  - h. Soil analysis recommendations, including humate. All fertilizer and amendment products shall be organic fertilizer products.
3. Documentation describing the following shall be provided:
    - a. Soil type.
    - b. Identification of limiting soil characteristics.
    - c. Identification of planned soil management actions to remediate limiting soil characteristics.

The soil analysis report and documentation verifying implementation of soil analysis report recommendations shall be submitted to the City for landscape construction and for long-term recommendations.

#### K. LANDSCAPE IRRIGATION AND MAINTENANCE

1. A regular maintenance schedule shall be provided on the landscape construction drawings (with the exception of single-family residences or tract homes) by the landscape architect.
2. A regular maintenance schedule shall include but not be limited to routine inspection, adjustments, repair of the irrigation system and its components, aerating and dethatching turf areas, replenishing mulch, fertilizing, pruning, pest control, weeding in all landscape areas, and removing any obstruction to irrigation devices.
3. Repair of all irrigation equipment shall be done with the original equipment manufacturers' installed components or equivalent/improved quality components.
4. Replacement of plants shall be done with the originally approved plant species, unless approved by the City of Eastvale.

5. Information shall be provided to owners of new single-family residential homes by the builder regarding the design, installation, management, and maintenance of water efficient landscapes.

## **ORDINANCE NO. 16-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING ALL CHAPTERS OF THE RANCH AT EASTVALE SPECIFIC PLAN COVERING APPROXIMATELY 120 ACRES OF THE REAL PROPERTIES LOCATED GENERALLY NORTH OF AMERICAN HEROES PARK, EAST OF THE EXTENSION OF HELLMAN AVENUE, WEST OF SAN BERNARDINO COUNTY FLOOD CONTROL CHANNEL AND SOUTH OF THE COUNTY LINE, ASSESSOR'S PARCEL NUMBERS 144-010-008, -009 AND -013.

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

**SECTION 1.** The proposed Specific Plan Amendment is subject to the California Environmental Quality Act (CEQA).

Finding 1: The proposed project requires the adoption of an addendum to the certified Environmental Impact Report (EIR) pursuant to Section 15090 of the CEQA Guidelines.

Evidence: On December 9, 2015, the City Council of the City of Eastvale conducted a duly noticed public hearing, at which time it received public testimony concerning proposed Project No. 15-0783, and determined that no additional CEQA analysis is required because the proposed changes do not introduce new uses which would create impacts not already addressed and mitigated in the Final Environmental Impact Report for the Specific Plan (SCH# 2006091105) certified by the County of Riverside on May 25, 2010. The Addendum includes a revised mitigation monitoring and reporting program that reflects the incorporation of the City of Eastvale and keeps the mitigation measures adopted for the project as approved by Riverside County. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, the City reviewed the project in the Addendum and determined that the proposed changes did not result in new significant impacts, nor increased the severity of any impact identified in the certified EIR.

**SECTION 2.** The project is found to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP). The project is located outside of any MSHCP criteria area, and mitigation is provided through payment of the MSHCP Mitigation Fee.

**SECTION 3.** Pursuant to the City of Eastvale Zoning Code, the following findings pertaining to the adoption of a Specific Plan Amendment (Project No. 15-0783) to The Ranch at Eastvale Specific Plan are required:

Finding 1: The proposed Specific Plan Amendment is consistent with the goals, policies, and objectives of the General Plan.

Evidence: The proposed amendment to the Specific Plan The includes minor edits for clarity and major changes including the addition of warehousing as an allowable use, two new public roads, a reduction in overall allowable square footage and a cap on building sizes in the business park and light industrial areas at 235,000 square feet and 300,000 square feet, respectively. The

proposed land uses identified in the Specific Plan Amendment are compatible with surrounding land uses, and the Light Industrial General Plan land use designation of the site. The Specific Plan promotes the goals and policies of the Economic Development Chapter of the General Plan. Policy ED-3 states the “City will actively encourage and support the location of employment and revenue generating businesses that support the City’s overall vision for its future.”

Finding 2: The proposed Specific Plan meets the requirements set forth in the Zoning Code.

Evidence: Section 2.5 of the Zoning Code identifies mandatory contents of the Specific Plan such as a description of the site, available public services and facilities, capacity of existing and planned circulation system, proposed land uses, development standards for each land use categories, a time schedule for development, procedure for review of proposed development, etc. The Ranch at Eastvale Specific Plan meets the requirements of the Zoning Code for specific plan content. The Specific Plan provides description and exhibits of the site and the goals and objectives of the plan. The Specific Plan also includes descriptions and exhibits specifying the distribution, location, and extent of the uses of land and intensity of major public and private transportation, drainage, water and sewer, and other essential facilities to support the land uses described in the plan. Chapter 2 of the proposed Specific Plan contains a comprehensive maintenance plan and implementation programs that specify the measures necessary to carry out the proposed uses of land covered by the plan. As required, Chapter 2, 3 and 4 of the proposed Specific Plan contain development standards including land use, transportation facilities, landscaping, and grading. Chapters 3 and 4 include design guidelines that have been tailored to be sensitive to the physical characteristics of the site and its surroundings for the different areas covered by the plan.

Finding 3: The language and contents of the Specific Plan must meet all applicable City standards.

Evidence: The proposed amendment to The Ranch at Eastvale Specific Plan has been reviewed to ensure the plan contains the mandatory contents required under Section 2.5 of the Zoning Code. The development standards in the proposed amendment to the Specific Plan meet or exceed all applicable City standards.

Finding 4: The Specific Plan has been reviewed by the Airport Land Use Commission and is consistent with the most recently adopted version of the Chino Airport Land Use Compatibility Plan.

Evidence: The Airport Land Use Compatibility Plan shows that the project is located in Zones B1, C and D of the Chino Airport Influence Area. In Zone B1, children’s schools, day care centers, libraries, hospitals, nursing homes, places of worship, buildings with more than two above-ground habitable floors, highly noise-sensitive outdoor non-residential uses, above-ground bulk storage of hazardous materials and hazards to flight are prohibited. In Zone C, above-ground bulk storage of hazardous materials may be allowed, but all other B1 prohibited uses apply. In Zone D, prohibited uses include highly noise-sensitive outdoor nonresidential uses. Uses discouraged in Zone D include schools, hospitals, and nursing homes. Additional review is required for all uses that have an occupancy level greater than one person per 100 square feet (minimum square feet per occupant less than 100) pursuant to California Building Code (1998)

Table 10-A. Clearances have been issued for buildings for which Federal Aviation Administration (FAA) clearances are required based on height restrictions in the various zones. The proposed Specific Plan Amendment includes prohibit uses including marijuana dispensaries and activities prohibited for safety reasons by Riverside County Airport Land Use Commission

Additionally, the Specific Plan Amendment has been reviewed and determined by the Riverside County Airport Land Use Commission to be consistent with the Airport Land Use Compatibility Plan.

**SECTION 4.** The City Council hereby adopts the Specific Plan Amendment to amend The Ranch at Eastvale Specific Plan as described and attached hereto as Exhibit A.

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

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

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

PASSED, APPROVED AND ORDAINED this 13<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Ike Bootsma, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

\_\_\_\_\_  
Marc Donohue, City Clerk

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

I, Marc Donohue, City Clerk of the City Council of the City of Eastvale, California, do hereby certify that the foregoing Ordinance No. 16-XX, was introduced at a regular meeting of the City Council of the City of Eastvale held on the 9<sup>th</sup> day of December, 2015 and was passed by the City Council of the City of Eastvale at a regular meeting held the 13<sup>th</sup> day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marc Donohue, City Clerk

Exhibit A:

The Ranch at Eastvale Specific Plan



# the ranch

AT EASTVALE

October 26, 2015



**SUMMIT DEVELOPMENT  
CORPORATION**

450 Newport Center Drive, Suite 625  
Newport Beach, CA 92660-7610



the  
ranch

AT EASTVALE

# Specific Plan

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Revised: October 26, 2015

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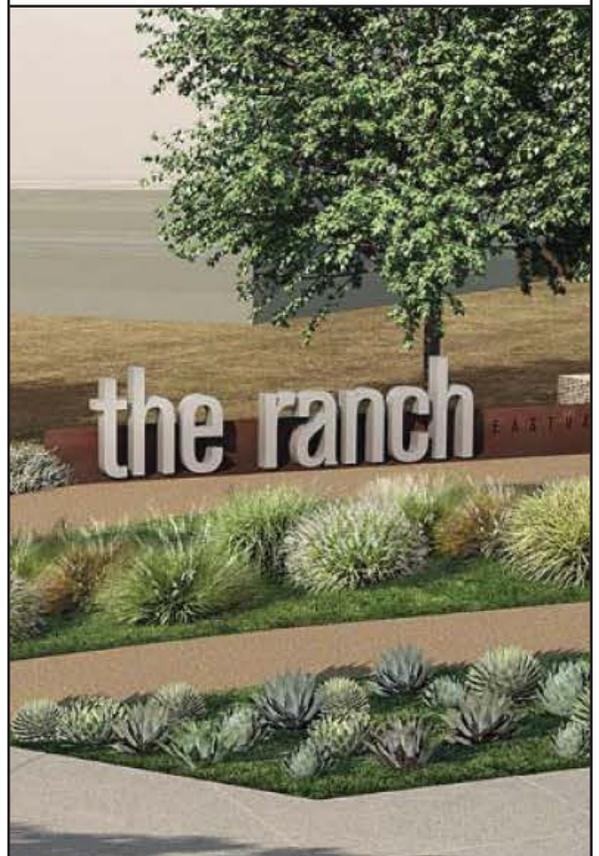
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**Section 1.0**  
***Introduction***



## 1.0 INTRODUCTION

The Ranch at Eastvale Specific Plan is a land use plan that guides future development of an area of approximately 119.9 gross acres along the western border of the City, as depicted in **Figure 1-1, Regional Map**. Approximately 44.5 acres of land is allocated for light industrial uses, approximately 45.6 acres for business park uses, and approximately 17.5 acres for commercial retail uses. This Specific Plan contains development standards and design and landscaping guidelines for the development of these uses within nine planning areas.

## 1.1 BACKGROUND

Prior to the incorporation of the City of Eastvale, the County of Riverside Board of Supervisors adopted The Ranch at Eastvale Specific Plan No. 358 on May 25, 2010. On October 1, 2010, the City of Eastvale (City) incorporated and The Ranch at Eastvale Specific Plan No. 358 was included within the new City boundary. The City adopted the zoning and land uses that were in existence, including The Ranch at Eastvale Specific Plan for the project site. Therefore, The Ranch at Eastvale Specific Plan establishes the zoning and land use planning document for the site.

## 1.2 PROJECT SUMMARY

### 1.2.1 Project Location

The Ranch at Eastvale Specific Plan project site is located along the western border of the City on approximately 119.9 gross acres, as depicted in Figure 1-1, Regional Map. The project site is located east of Hellman Avenue, north of American Heroes Park, west of San Bernardino County Flood Control Channel, and will be bisected by Limonite Avenue. The Riverside/San Bernardino County line forms the northern and western boundaries, as depicted in **Figure 1-2, Vicinity Map** and **Figure 1-3, Location Map**. The surrounding area includes the cities of Ontario to the north and Chino to the west, although the project boundaries are contiguous with Chino only.

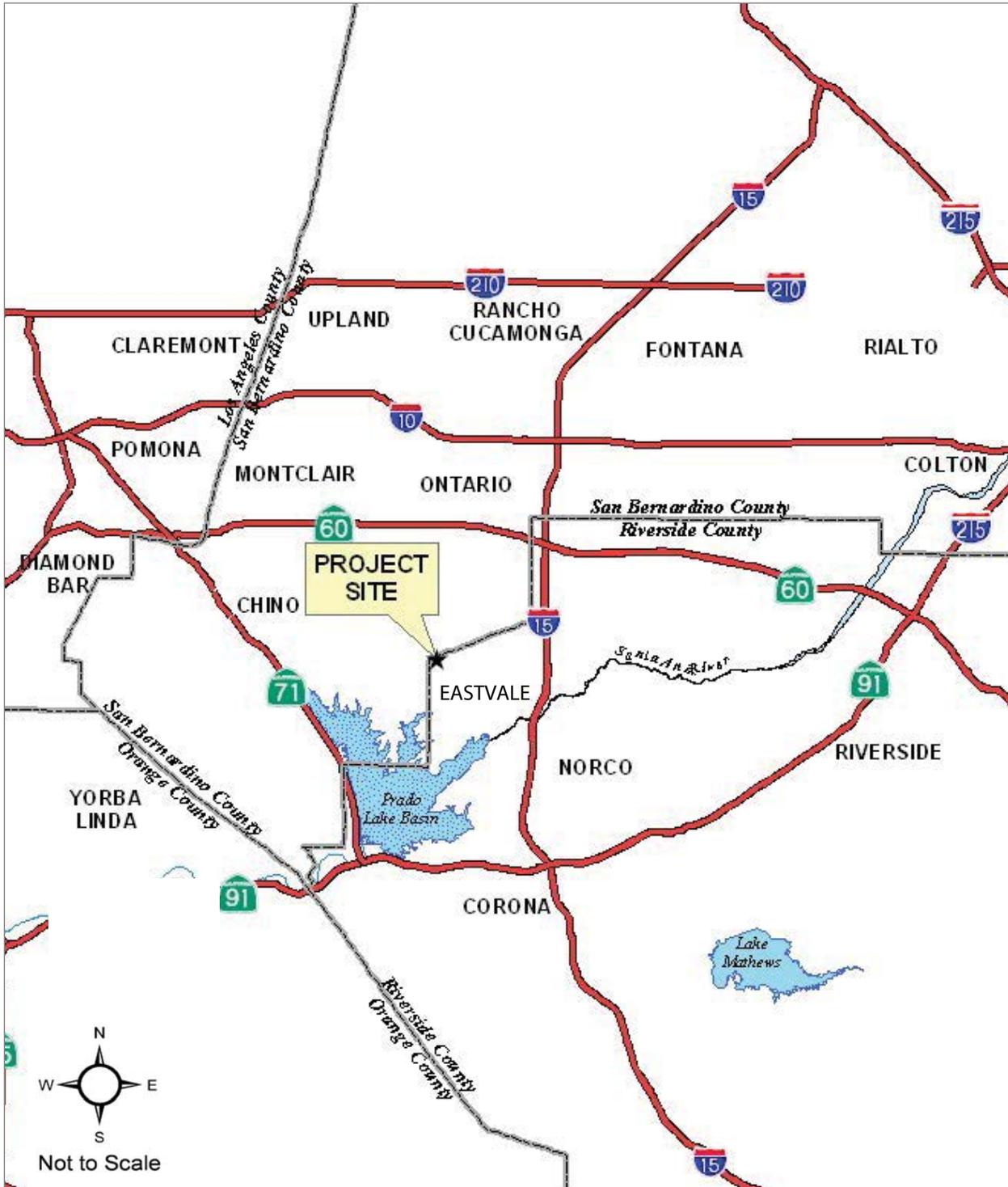


Figure 1-1  
Regional Map

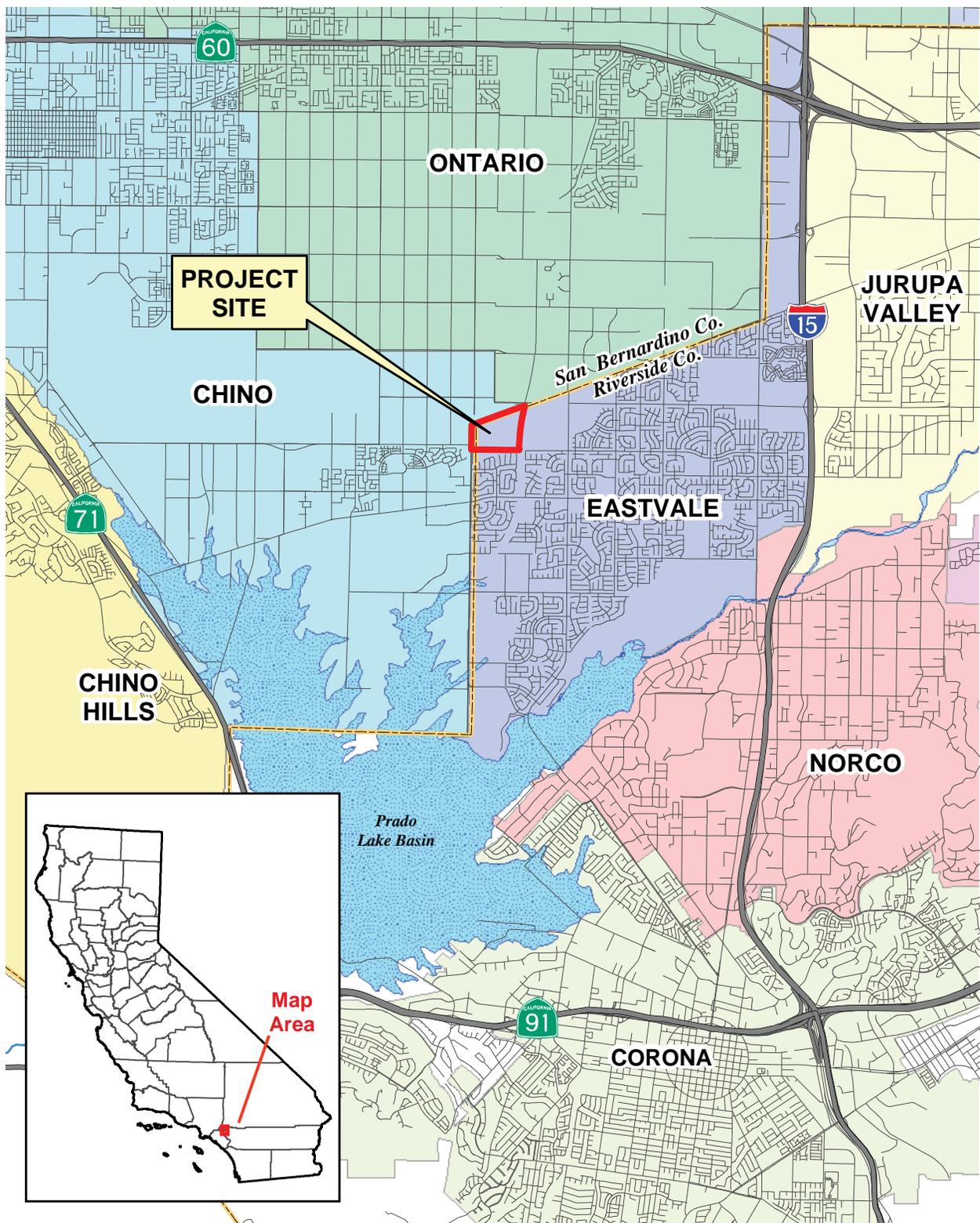


Figure 1-2  
Vicinity Map

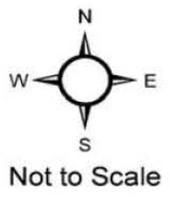
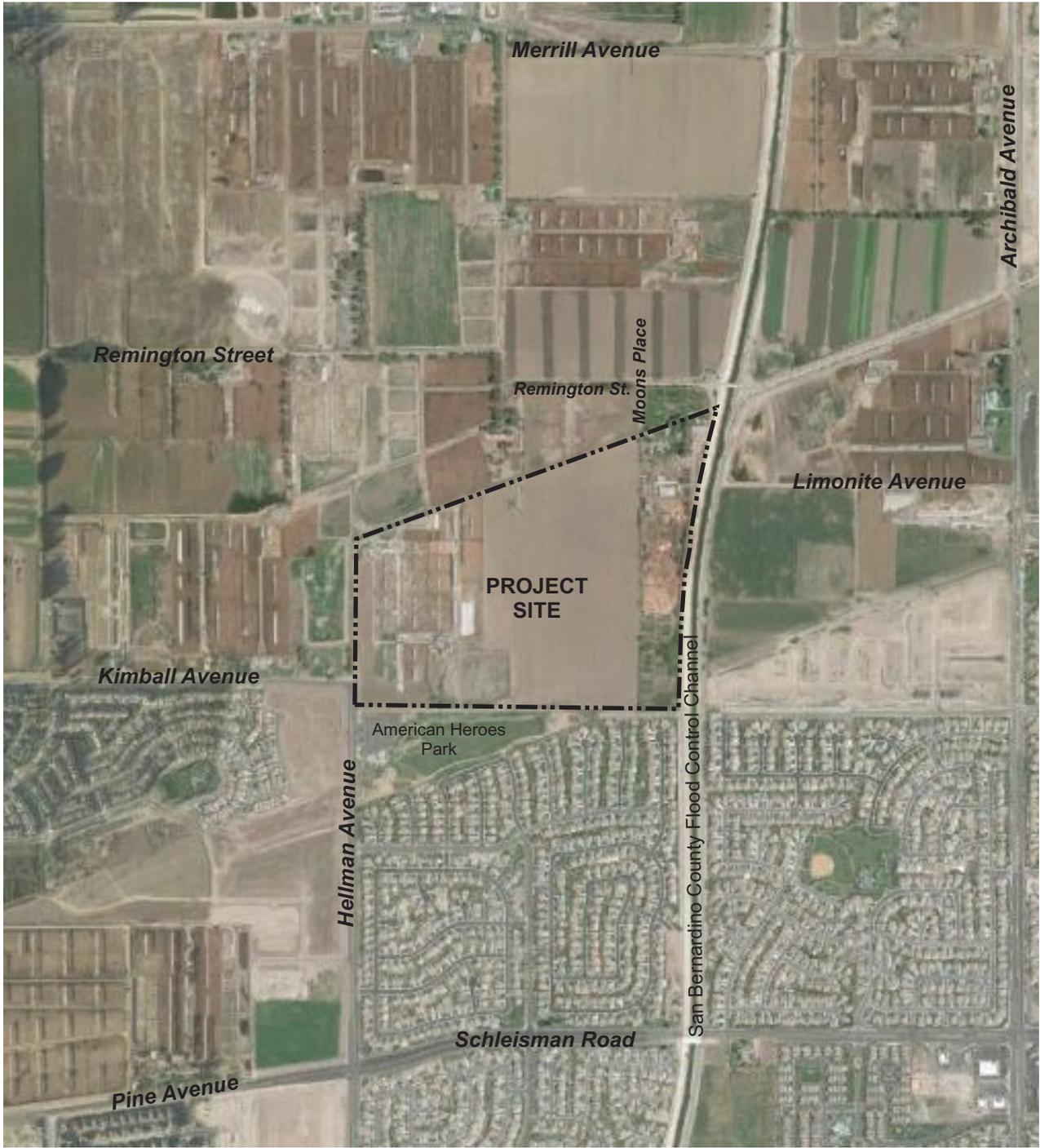


Figure 1-3  
Location Map

### 1.2.2 Site Description

The project site consists of active agricultural uses. A dairy, including a cattle-holding area and field crops, currently occupies approximately 98 acres of the site. The remaining 22 acres of the site are used as a plant nursery and landscape materials yard. Four single-family homes, various storage buildings, and a dairy barn are located in the northern portion of the site.

The surrounding area has historically been comprised of dairy operations and agricultural uses. However, many of the dairy operations in the project vicinity have closed or moved out of the area. While the presence of dairies and former dairy operations still exist immediately to the north, east and west of the site, land use entitlements for non-agricultural uses are in process within the City of Chino.

The project site is relatively flat; sloping in a southwesterly direction with elevations ranging from approximately 630 feet to 640 feet above mean sea level.

### 1.2.3 Project Description

The Ranch at Eastvale Specific Plan provides the City with a comprehensive set of plans, regulations, conditions, and programs for guiding the systematic development of the project, and implements each applicable element of the City of Eastvale General Plan. The Ranch at Eastvale Specific Plan includes the land use plan, designation of planning areas, development standards, and design and landscaping guidelines to create a cohesive, high-quality, retail, business, and industrial park.

The Ranch at Eastvale Specific Plan includes approximately 45.6 acres of business park, 17.5 acres of commercial retail, and 44.5 acres of light industrial uses, dispersed among nine planning areas and 12.3 acres of roads. In total, the Specific Plan allows for the development of approximately 1.8 million square feet, as shown in **Table 1-1, Proposed Land Uses**.

**Table 1-1  
Proposed Land Uses**

Planning Area	Acres	Land Use	Target Development Intensity <sup>1</sup>
1	36.1	Light Industrial	644,000
2	11.6	Commercial Retail	160,000
3	5.6	Business Park	120,000
4	17.7	Business Park	316,000
5	5.9	Commercial Retail	50,000
6	10.5	Business Park	88,000
7	8.4	Light Industrial	156,937
8	5.2	Business Park	122,216
9	6.6	Business Park	155,121
Roads	12.3	-	-
<b>Total</b>	<b>119.9</b>		<b>1,812,274</b>

<sup>1</sup> Preliminary concepts for the Specific Plan are based on these target development intensities. Square footage within each Planning Area is considered flexible and can be rearranged as necessary, as long as the Maximum Development Intensity (specified in Table 2-1, presented subsequently within Section 2) is not exceeded; and the project does not exceed 1,812,274 square feet in total.

### 1.2.4 Project Objectives

The overall intent of The Ranch at Eastvale Specific Plan is to provide high quality commercial retail, business park, and light industrial uses to serve existing and future residents of the City. To achieve this intent, the following are the basic development objectives of The Ranch at Eastvale Specific Plan:

- Provide for the development of a master-planned project consisting of a mix of commercial retail, business park, and light industrial land uses.
- Promote the development of a variety of stable employment and business uses that provide a diversity of employment opportunities for those that live and work in the community.
- Improve the relationship and ratio between jobs and housing so that residents in the surrounding community have an opportunity to live and work within the City and surrounding area.
- Provide a mix of commercial, business park, and light industrial land uses to help reduce automobile trips and travel distances, which can help improve air quality and encourage non-automobile trips.
- Encourage non-vehicular travel throughout The Ranch at Eastvale with pedestrian connections to sidewalks and walkways from one business area to another.

- Accommodate the development of a mix of land uses that are in response to the market demand and that maintain and enhance the City's fiscal viability, economic diversity, and environmental integrity.

### **1.3 FORMAT**

The Ranch at Eastvale Specific Plan has been prepared pursuant to the State of California Government Code, Title 7, Division 1, Article 8, Section 65450 which grants authority to cities and counties to adopt Specific Plans for purposes of implementing the goals and policies of their General Plans. The Government Code states that specific plans may be adopted either by resolution or by ordinance and that the Specific Plan is required to be consistent with the General Plan. The Government Code sets forth the minimum requirements and review procedures for specific plans including the provision of a land use plan, infrastructure and public services plan, criteria and standards for development, and implementation measures. The Government Code also states that specific plans may address any other subjects, which in the judgment of the city or county are necessary or desirable for implementation of the General Plan. In addition, Specific Plans must be consistent with any Airport Land Use Plan in which they lie pursuant to Public Utilities Code 21676.

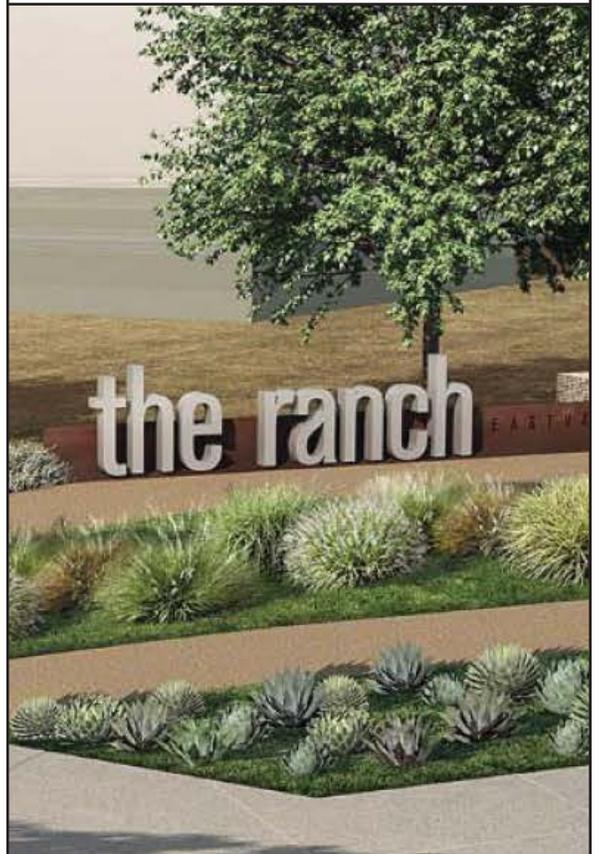
### **1.4 RELATIONSHIP TO THE CITY OF EASTVALE GENERAL PLAN**

The City of Eastvale's General Plan was adopted by the City Council on June 13, 2012. The General Plan includes land use policies and land use maps to guide the future development of the City.

Pursuant to the General Plan, the "Light Industrial" land use designation allows for a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. Building intensity ranges from 0.25 to 0.6 Floor-Area-Ratio (FAR). The land uses permitted by The Ranch at Eastvale Specific Plan include light industrial uses consistent with the existing "Light Industrial" land use designation. Commercial retail and business park land uses within the Specific Plan are similar in scope and intensity as those permitted within the "Light Industrial" designation. A General Plan Amendment will be processed to modify the land use designations of the General Plan to match the land uses proposed by The Ranch at Eastvale Specific Plan (refer to Figure 2-1 Land Use Plan in Section 2). Since the "Light Industrial" designation section of the General Plan

supports the general type of development proposed by The Ranch at Eastvale Specific Plan, the proposed project (as amended) is considered to be consistent with the project site's General Plan land use designation.

**Section 2.0**  
***Development***  
***Standards***



## 2.0 DEVELOPMENT STANDARDS

For purposes of The Ranch at Eastvale Specific Plan, development standards will be interpreted as required development features of the project and development guidelines will be interpreted as recommendations. Variations from guidelines in implementing projects will be administratively approved by the Planning Department and an amendment to the Specific Plan or a minor revision shall not be required. The City Planning Director will determine the required level of review/application required for any variations from development standards in implementing projects, in accordance with Section 2.6.

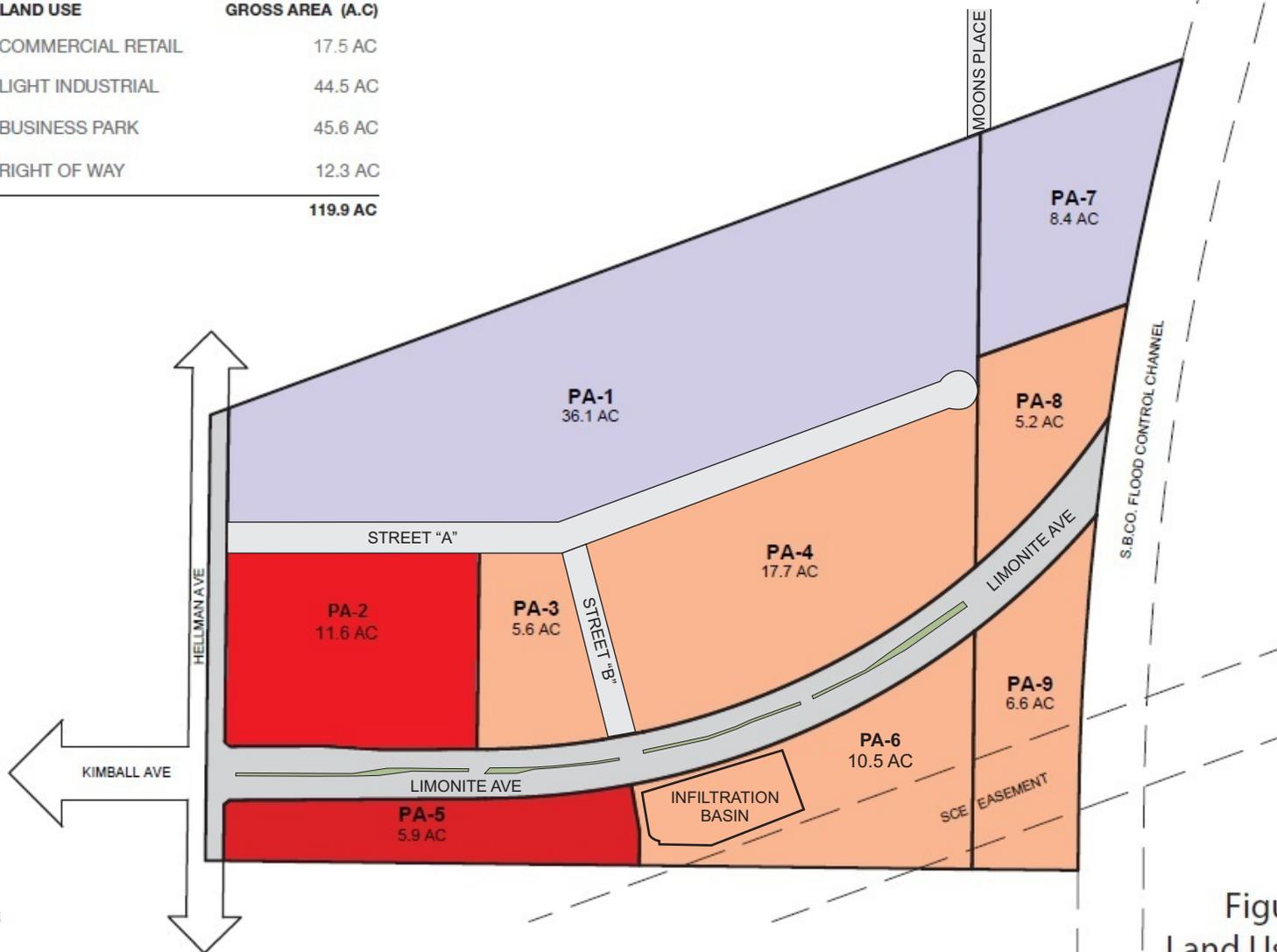
### 2.1 Land Use Plan

The Ranch at Eastvale Specific Plan is designed to create a contemporary mix of retail, business park, and light industrial uses that will appeal to residents and business owners to meet a variety of needs. Around the perimeter of this business center, the historic heritage of the area will be celebrated through the re-introduction of plantings along the adjacent streets of Limonite Avenue and Hellman Avenue. The main entry into the business center will come from Limonite Avenue.

The Ranch at Eastvale Specific Plan has been divided into nine planning areas with three different land uses as shown on **Figure 2-1, Land Use Plan** and **Table 2-1, Land Use Summary**. There are two commercial retail planning areas, totaling approximately 17.5 acres; five business park planning areas, totaling approximately 45.6 acres, and two light industrial planning areas, totaling approximately 44.5 acres.

**LEGEND**

P.A.	LAND USE	GROSS AREA (A.C)
	COMMERCIAL RETAIL	17.5 AC
	LIGHT INDUSTRIAL	44.5 AC
	BUSINESS PARK	45.6 AC
	RIGHT OF WAY	12.3 AC
<b>TOTAL</b>		<b>119.9 AC</b>



Not to Scale

Figure 2-1  
Land Use Plan

**Table 2-1  
Land Use Summary**

Planning Area	Acres <sup>1</sup>	Land Use	Target Development Intensity <sup>2</sup>	Maximum Development Intensity
1	36.1	Light Industrial	644,000	800,000
2	11.6	Commercial Retail	160,000	170,000
3	5.6	Business Park	120,000	140,000
4	17.7	Business Park	316,000	411,835
5	5.9	Commercial Retail	50,000	60,000
6	10.5	Business Park	88,000	150,000
7	8.4	Light Industrial	156,937	156,937
8	5.2	Business Park	122,216	135,907
9	6.6	Business Park	155,121	155,121
Roads	12.3	-	-	-
<b>TOTAL</b>	<b>119.9</b>		<b>1,812,274</b>	<b>N/A<sup>3</sup></b>

<sup>1</sup> Acreages expressed here and throughout this Specific Plan document are approximate.

<sup>2</sup> Preliminary concepts for the Specific Plan are based on these target development intensities. Square footage within each planning area is considered flexible and can be rearranged as necessary, as long as the Maximum Development Intensity is not exceeded; and the project does not exceed 1,812,274 square feet in total.

<sup>3</sup> The Maximum Development Intensity is provided for illustrative purposes only, to demonstrate the allowable range of square footage within each planning area. Under no circumstances would every planning area develop at its Maximum Development Intensity.

The Specific Plan is meant to provide flexibility between planning areas. As such, square footages can be increased beyond the Target Development Intensity as long as the adjustments do not exceed the Maximum Development Intensity per planning area as shown on Table 2-1; and the overall project does not exceed 1,812,274 square feet. Any request to modify square footages that would result in a decrease in adjacent landowner's Target Development Intensity, shall require a written acknowledgement from the remaining property owners. Any request to increase Target Development Intensity shall be reviewed through the Substantial Conformance process.

### **2.1.1 Allowable Land Uses**

The Ranch at Eastvale Specific Plan is designed to provide a wide range of allowable land uses as identified in **Table 2-2, Allowable Land Uses**, to respond to the market at the time development occurs. Please also refer to Section 5.0, Glossary.

#### **Commercial Retail**

Commercial retail land uses are intended to provide neighborhood and community commercial uses to serve current and future residents of the outlying area and the businesses within The Ranch at Eastvale Specific Plan. Allowable uses within the commercial retail designation include those uses derived from commercial uses found in the City of Eastvale Municipal Zoning Code (EMC) and set forth in Table 2-2. Uses include, but are not limited to restaurants, shops, drug stores, markets, gasoline sales, hotel, and other commercial uses that would serve the needs of the local residents, public uses, private businesses and office uses. Each commercial retail planning area's building intensity will not exceed a 0.35 Floor Area Ratio (FAR).

#### **Light Industrial**

The light industrial designation allows for a variety of light industrial and related uses, including, but not limited to: warehouse/distribution, manufacturing, storage, and minor auto service and repair. Each planning area's building intensity will not exceed a 0.60 FAR. Land uses allowable within the Light Industrial designation are set forth in Table 2-2, below.

#### **Business Park**

The business park designation allows for a variety of business park, light industrial, and related uses, as set forth in Table 2-2, below including, but not limited to: warehouse/distribution, manufacturing, research and development, technology centers, medical offices, hotels, and administrative and support offices. Each planning area's building intensity will not exceed a 0.60 FAR.

**Table 2-2  
Allowable Land Uses**

Land Uses	Commercial Retail	Business Park	Light Industrial
<b>Office Uses</b>			
Administrative and professional offices or services (e.g., medical, doctors, physical therapy, chiropractic, financial planners, banks, insurance, real estate, architect) <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	X
Laboratories (e.g., film, medical, dental, R & D). <sup>1</sup> Please refer to Section 5.0, Glossary.	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
<b>Vehicle Related Uses</b>			
An alternative fuel, truck fueling station (the sale of ancillary goods such as food, alcohol, drinks, and merchandise is not permitted)	X	X	C
Automobile or boat parts and supplies stores (new and used)	P	P	X
Automobile service and repair, major (e.g., bodywork, engine and drive train, painting)	C	C	C
Automobile service and repair, minor (e.g., oil change, tires, tune-ups, stereo installation)	C	C	P
Vehicle (e.g., car, RV, truck, boat) sales and leasing (new and used)	C	C	C
Vehicle (e.g., car, RV, truck, boat) auctions (new and used) <sup>1</sup>	X	X	P <sup>1</sup>
Vehicle (e.g., car, RV, truck, boat) rental	C	C	C
Car washes	C	C	C
Automobile service stations, not including concurrent sale of beer and wine	P	P	P
Automobile service stations, with concurrent sale of beer and wine	C	C	C
<b>Industrial Uses</b>			
Construction equipment sales, repair, and incidental retail sale of spare parts (operational shall occur within an enclosed building)	X	P	P
Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage enclosed within a building.	P	P	P
Contractors (e.g., construction, plumbing, janitorial, drywall, communications, HVAC, electrical and engineering), with storage outside of a building.	C	C	P
Manufacturing, light. Please refer to Section 5.0, Glossary.	X	P	P
Manufacturing, heavy. Please refer to Section 5.0, Glossary.	X	C	P
Mini storage, with or without a caretakers unit	C	P	P
Warehousing/distribution. Please refer to Section 5.0, Glossary.	X	P	P

Land Uses	Commercial Retail	Business Park	Light Industrial
Wholesaling (these activities shall occur within an enclosed building and typically do not result in large amounts of noise, dust, or smoke)	X	P	P
<b>Eating/Drink Establishments<sup>2</sup></b>			
Bars/cocktail lounges/night clubs <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	X
Catering Services/Kitchens <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	X
Restaurants and other eating establishments, no drive-through <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	X
Restaurants and other eating establishments, with drive-through <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	X
<b>Entertainment<sup>2</sup></b>			
Cigar, hookah, cigarette, tobacco, and electronic cigarette sales and lounges <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	X
Indoor Fitness and Sports Facility less than 20,000 square feet: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include indoor racquetball courts, indoor climbing facilities, soccer arenas, athletic clubs, and health clubs. <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Indoor Fitness and Sports Facility larger than 20,000 square feet: Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include indoor racquetball courts, indoor climbing facilities, soccer arenas, athletic clubs, and health clubs. <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>
Indoor Amusement/Entertainment facility: Establishments providing indoor amusement and entertainment services as primary uses for a fee or admission charge, including bowling alleys, billiard parlors, ice/roller skating rinks, dance halls and ballrooms and electronic game arcades. <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	X
<b>Medical</b>			
Medical offices (e.g., doctors, dentists, chiropractic, physical therapy, outpatient surgery center, acupuncture/acupressure)	P	P	X
<b>Personal Services<sup>2</sup></b>			
Miscellaneous services, such as barber/beauty/nail shops, day spas/reflexology, massage, hair salons, dry cleaners, laundromats (self-serve), banks and financial institutions, photography or portrait studio, tailor/shoe repair, miscellaneous repairs/service (e.g., clocks, jewelry, vacuums, electronic equipment) etc., which are typically used by the average person. <sup>2</sup>	P	P	X
Tattoo parlor	C	C	X

Land Uses	Commercial Retail	Business Park	Light Industrial
<b>Retail Uses<sup>2</sup></b>			
Alcohol sales, on- or off-site (as stand-alone store or as ancillary use to any other business)	C	C	X
Convenience stores/market	C	C	X
Copy centers/postal service centers/blueprinting	P	P	P
Equipment rental/sales/service yard	X	C	P
Farmers Markets	C	C	X
General retail sales (e.g., clothing, department stores, electronics, art, books, discount store, drug stores, flower/gift shops, home improvement, and supermarkets) inside stores that are less than 20,000 square feet. <sup>2</sup>	P	P	X
General retail sales (e.g., clothing, department stores, electronics, art, books, discount store, drug stores, flower/gift shops, home improvement, and supermarkets) 20,000 square feet or larger, and/or with outdoor display/storage. <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	X
Hotels	P	P	X
Nurseries/garden supplies	P	P	X
Office equipment/supplies	X	P	P
Animal Hospitals	C	C	C
Veterinary services, pet grooming (no boarding)	P	P	X
<b>Public/Quasi-Public Uses</b>			
Religious institutions in Planning Areas 5, 6, and 9 <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>	C <sup>1</sup>
Religious institutions in Planning Areas 1, 2, 3, 4, 7 and 8	X	X	X
Schools, business and professional, including art, barber, beauty, dance, drama, music, and swimming <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	X
Wireless telecommunication facilities (subject to Development Plan Review per Eastvale Zoning Code)	P	P	P

P = Permitted, C = Conditionally Permitted, X = Prohibited

<sup>1</sup> This use requires additional review by the Riverside County Airport Land Use Commission pursuant to the Chino Airport Land Use Compatibility Plan if the use would be considered to have an occupancy level greater than one person per 100 square feet (minimum square feet per occupant less than 100) pursuant to ALUC intensity calculation criteria.

<sup>2</sup> Any use with a drive through requires a Conditional Use Permit.

### 2.1.2 Prohibited Land Uses

The following uses have been determined to be inappropriate in this Specific Plan and are prohibited.

- Abattoir (slaughterhouse)
- Auto wrecking
- Check-cashing and payday advance

- Junk or salvage yard
- Hazardous materials processing, treatment, or storage
- Kindergarten through 12<sup>th</sup> grade schools
- Medical Marijuana Dispensary
- Motel (temporary lodging with exterior room doors and halls)
- Outdoor manufacturing, processing or similar outdoor activities
- Recycling facilities
- Residential uses
- Single-room occupancy units
- Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
- Any use which would cause sunlight to be reflected toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport.
- Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which otherwise may affect safe air navigation within the area.
- Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

## 2.2 Project-Wide Development Standards and Plans

The following sections illustrate and describe the project-wide development plans and standards as they relate to land use, circulation, drainage systems, landscaping, water and sewer systems, phasing, grading, and comprehensive maintenance for the entire Specific Plan area. The project-wide development standards have been prepared to complement the standards applicable to each individual planning area. The project-wide standards such as maximum building sizes, setbacks and wall heights are set forth below and in **Table 2-3, Development Standards**.

### Project-wide Development Standards

- 1) The Ranch at Eastvale Specific Plan shall be developed in general conformance with the Land Use Plan (Figure 2-1, Land Use Plan). General permitted uses will include Commercial Retail, Business Park, and Light

- Industrial, as delineated in Table 2-2, Allowable Land Uses, for the individual planning areas.
- 2) Planning areas may be developed with total square footages that are above or below the planning areas' identified Target Development Intensity (identified in Table 2-1) provided the Maximum Development Intensity (identified in Table 2-1) is not exceeded; and the project does not exceed 1,812,274 square feet in total. Transfer of density between planning areas shall be in compliance with Section 2.6.5 of the Specific Plan.
  - 3) Standards and guidelines relating to signs, landscaping, parking, and other related design elements will conform to the City of Eastvale Municipal Zoning Code effective at the time of development permit submittal(s), unless otherwise addressed by the guidelines and standards of The Ranch at Eastvale Specific Plan.
  - 4) Outdoor amenities shall be provided. Specific Plan land uses shall provide outdoor employee break areas to encourage the use of outdoor spaces for relaxation, socializing and informal gatherings. These areas shall be connected to main proximate building entries/exits via defined landscaped paths. Employee break areas will include enhanced paving, seat walls, trash receptacles, bike racks, tables and chairs. All outdoor break areas will include some form of shading, either from trees, trellises or umbrellas.
  - 5) Stormwater management devices shall be designed to be both functional and aesthetically pleasing. The use of naturalistic, flowing topography with rounded forms is preferred over rectangular shapes and sharp edges, while the use of cobble and mixed ornamental grasses will help to tie these drainage structures into the surrounding landscaping while providing the required filtering mechanisms. Fine textured organic mulch may be used within drainage areas and basins for temporary cover during plant establishment only and is discouraged for long-term use due to its tendency to wash into low-lying areas and clog drainage structures. Cobble will be used as a dispersion device at roof drains and outflow areas to minimize erosion and will also be used around drainage structures to help filter out larger organic particles. Tree groupings and boulders around the perimeter of these drainage areas will provide vertical interest and further reinforce the naturalistic appearance that is desired.
  - 6) All project lighting shall be in conformance with applicable City of Eastvale lighting standards effective at the time of development permit submittal(s). Site-specific development proposals shall meet the following standards:

- a) Parking lots, driveways, trash enclosures/areas, and mailboxes shall be illuminated with a minimum of 1 foot-candle and an average not to exceed 4 foot-candles.
  - b) Pedestrian walkways shall be illuminated with a minimum of ½ foot-candle and an average not to exceed 2 foot-candles.
  - c) Entry and exterior doors shall be illuminated with a minimum of 1 foot-candle measured within a 5 foot radius of each side of the door at ground level.
- 7) Development of the property shall be in accordance with the mandatory requirements of all the City of Eastvale ordinances and state laws; and shall conform substantially to The Ranch at Eastvale Specific Plan as filed in the office of the City of Eastvale Planning Department, unless otherwise amended.
  - 8) For the security and safety of future users of the facilities constructed within the Specific Plan area, the developer shall consider the following design concepts within each individual development proposal:
    - a) Circulation for pedestrians, vehicles, and police patrols.
    - b) Lighting of streets, walkways, and bikeways.
    - c) Visibility of doors and windows from the street and between buildings, where practical.
    - d) Fencing of appropriate heights and materials.
  - 9) The following crime prevention measures shall also be considered during the individual site and building layout design, in addition to those above, for the security and safety of future occupants of light industrial, business park, and commercial space:
    - a) Addresses which light automatically at night.
    - b) Installation of burglar alarms in all commercial buildings.
    - c) Special lighting requirements on any buildings that are grouped in a way that individual addresses are difficult to read.
  - 10) Each planning area shall comply with applicable City of Eastvale recycling requirements.
  - 11) Each proposed development shall contain enclosures for collection of recyclable materials.
  - 12) A minimum of 13.22 acres of open space area as defined by Riverside County Countywide Policy 4.2.4 of the 2004 Riverside County Airport Land Use Compatibility Plan shall be provided on site of which not less than 6.04 acres shall be located within the portion of the site within Compatibility Zone B1.

Such areas shall have a minimum width of 75 feet and a minimum length of 300 feet. These areas shall not be obstructed by walls, trash enclosures, large trees or poles (light poles or others) greater than 4 inches in diameter at a height greater than 4 feet, or overhead wires. Trees or plants less than 4 inches in diameter at a height of 4 feet would be allowed within the designated area.

- 13) Any properties located within a designated Agricultural Preserve Area will be limited to agriculture and related uses as interim uses until such time as the Agricultural Preserve Area has been diminished or disestablished and any corresponding Williamson Act contract is no longer in effect.

**Table 2-3  
Development Standards**

Standards	Commercial Retail	Business Park	Light Industrial			
<b>Site Specifications</b>						
Minimum Lot Size	No Minimum	10,000 s.f.	20,000 s.f.			
Minimum Lot Width	No Minimum	75 feet	100 feet			
Maximum Building Size	No Maximum	235,000 s.f.	300,000 s.f.			
Minimum Landscape Coverage	15%	10%	10%			
<b>Building and Parking Area Street Setbacks</b>						
	<b>Min. Bldg.</b>	<b>Min. Parking</b>	<b>Min. Bldg.</b>	<b>Min. Parking</b>	<b>Min. Bldg.</b>	<b>Min. Parking</b>
Limonite Avenue frontage	19 ft.	10 ft.	25 ft.	10 ft.	25 ft.	10 ft.
Hellman Avenue frontage	12 ft.	10 ft.	25 ft.	10 ft.	25 ft.	10 ft.
A & B Street frontages	14 ft.	9 ft.	14 ft.	9 ft.	25 ft.	9 ft.
<b>Planning Area Setbacks</b>						
Where the front, side, or rear yard of any planning area adjoins a property designated for residential uses, the minimum building setback from the property line shall be:						
Front	25 feet	25 feet	50 feet			
Side	25 feet	25 feet	50 feet			
Rear	25 feet	25 feet	50 feet			
Where the front, side or rear yard of any planning area adjoins a property designated for other than residential uses, the minimum building setback measured from the front, side, and rear property line shall be:						
Front	No Minimum	No Minimum	No Minimum			
Side	No Minimum	No Minimum	10 feet for the two side lot areas combined			
Rear	No Minimum	No Minimum	15 feet			

**Table 2-3  
Development Standards**

Standards	Commercial Retail	Business Park	Light Industrial
<b>Landscaped Setbacks</b>			
Landscape setbacks accommodate landscaping, fences, berms, walls, monument signs, and similar elements. Setbacks from street frontages shall be appropriately landscaped and maintained, except for designated pedestrian and vehicular access ways. Please refer also to the landscape provisions of this Section and Specific Plan Section 4.0, <i>Landscape Guidelines &amp; Standards</i> .			
<b>Building Height</b>			
Maximum Building Height at Setback Line	35 feet	45 feet	43 feet
<p>-Any portion of a building which exceeds the setback line height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet. In no case shall buildings exceed 50 feet in height, or as otherwise height-restricted pursuant to the Chino Airport Land use Compatibility Plan (ALUCP).-Buildings within ALUCP Compatibility Zone B1 shall have no more than 2 habitable floors and buildings within Zone C shall have no more than 3 habitable floors.</p> <p>-Per ALUC Conditions of Approval, Building 4 is permitted to be constructed to height of 46 feet provided that the top of the building does not exceed 686 feet above mean sea level.</p>			
<b>Wall/Fence Heights</b>			
Perimeter Screen Wall/Fence w/berm Maximum Height (maximum 6- foot wall/fence with 2-foot berm)	8 feet	8 feet	8 feet
Trash Enclosure Wall Maximum Height	6 feet	6 feet	6 feet
Height of other walls/fences internal to the site, such as may be required at loading docks and/or required for security purposes, will be as determined by the City.			
<b>Parking</b>			
Parking areas shall be provided as required by Section 5.6 of the Eastvale Municipal Code, or correlating provisions of the Municipal Code effective at the time of development permit application(s). Parking area shall be landscaped pursuant to Specific Plan Sections 4.0, Landscape Guidelines & Standards and 2.2.3, Conceptual Landscape Plan Development Standards.			
<b>Screening</b>			
Please refer to standards presented at Specific Plan Section 3.7.			
<b>Trash Collection Areas</b>			
Please refer to standards presented at Specific Plan Section 3.9.			
<b>Lighting</b>			
Please refer to standards presented at Specific Plan Section 3.10.			

## 2.2.1 Circulation Plan

### Vehicular Circulation

The roads that provide direct access to The Ranch at Eastvale Specific Plan site are identified within **Figure 2-2, Circulation Plan**. Primary north-south access to the site will be provided via Hellman Avenue along the project's western boundary. Primary east-west access will be provided via Limonite Avenue, which runs through the lower third of the project area.

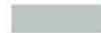
The westerly Specific Plan boundary is formed by Hellman Avenue [alignment], which at this location also establishes the shared City of Eastvale/City of Chino municipal boundary. The City of Eastvale General Plan Circulation Element identifies Hellman Avenue as a Secondary Highway (four-lane undivided road) with an ultimate 100-foot right-of-way. The City of Chino Preserve Specific Plan identifies Hellman Avenue at this location as Major Arterial with Paseo (4 lanes within 123-foot right-of-way).

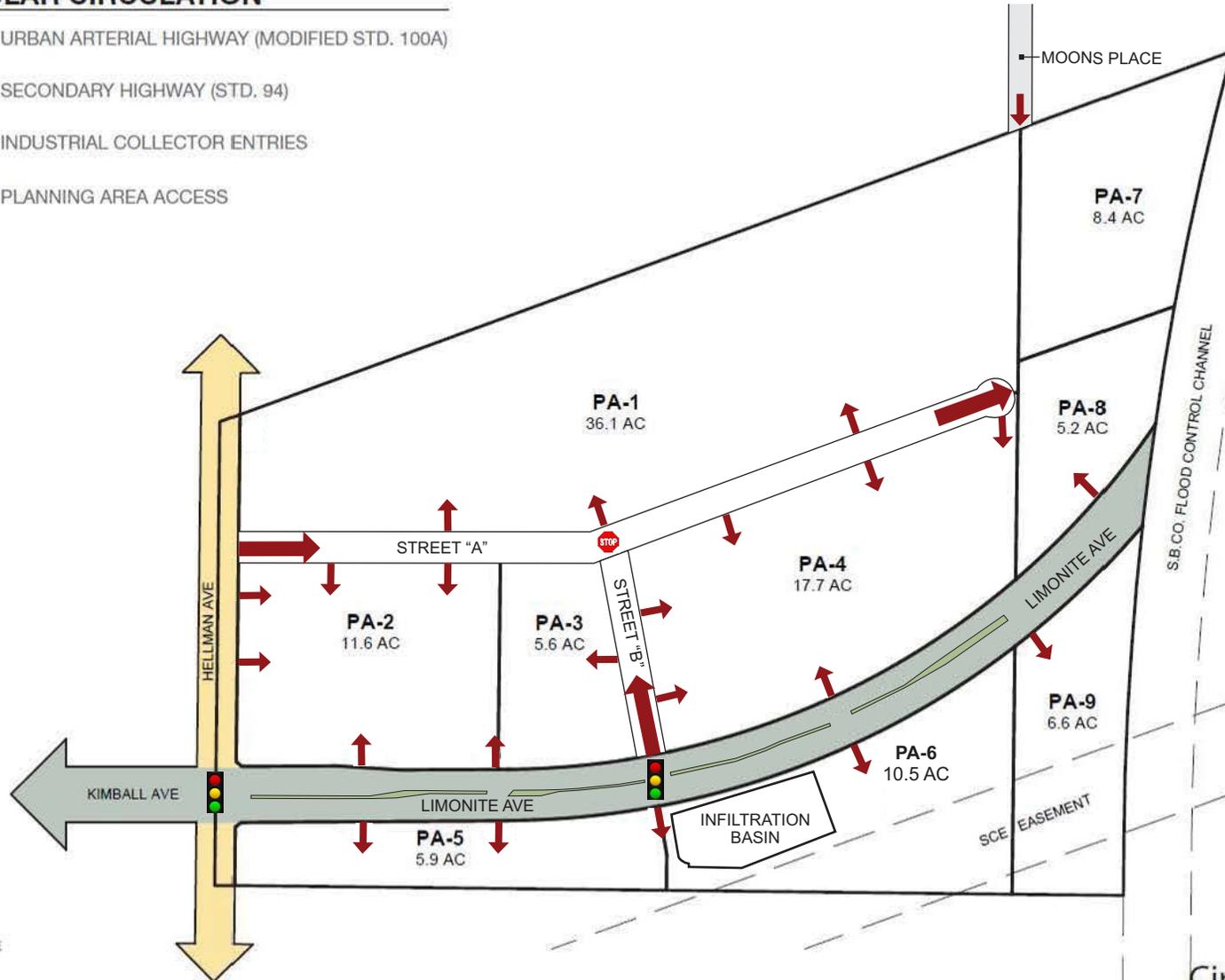
Limonite Avenue is generally an east-west road located through the southern portion of the project site. This road is designated by the Circulation Element as an Urban Arterial Highway (six-lane divided road) with an ultimate 152-foot right of way. Limonite Avenue currently ends northeast of the project site at Archibald Avenue.

The City of Eastvale Circulation Element shows the ultimate alignment of Limonite Avenue extending west of Archibald Avenue to connect with Kimball Avenue at its intersection with Hellman Avenue. The Ranch at Eastvale Specific Plan incorporates that portion of Limonite Avenue that extends from Hellman Avenue to the Specific Plan's easterly boundary.

Streets A and B within The Ranch at Eastvale Specific Plan will be classified as Industrial Collector Streets with a 78-foot right-of-way with one through-lane in each direction and a center left turn lane to accommodate turning movements into each planning area. The exact number and alignment of these streets, as needed, will be established in conjunction with future implementing development proposals. It is planned that Streets A and B will connect to the area wide circulation system at linkage points along Hellman Avenue and Limonite Avenue. Although the precise locations of these linkages will be established in conjunction with future implementing development proposals, conceptual locations of these linkages are shown on Figure 2-2, Circulation Plan.

**VEHICULAR CIRCULATION**

-  URBAN ARTERIAL HIGHWAY (MODIFIED STD. 100A)
-  SECONDARY HIGHWAY (STD. 94)
-  INDUSTRIAL COLLECTOR ENTRIES
-  PLANNING AREA ACCESS



Notes: 1. Limonite Avenue will feature a landscaped median, regardless of whether or not it appears on subsequent graphics within this SPA.  
 2. All turning movements and traffic control devices will be reviewed and approved by the City and included in the Project Conditions of Approval.

Figure 2-2  
Circulation Plan

Mass transit services are not currently available to serve the Project site.

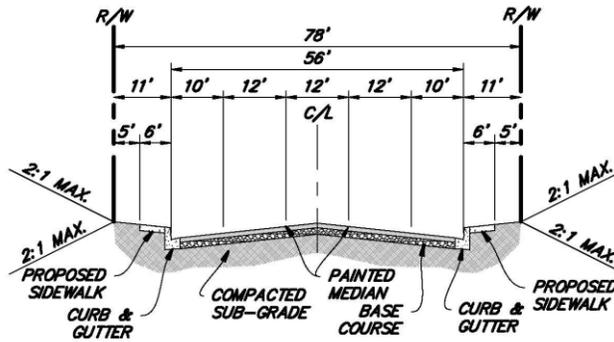
Roadway cross-sections for these roads are shown on **Figure 2-3, Roadway Cross-Sections.**

### **Non-Vehicular Circulation**

In addition to the road circulation plan, a pedestrian circulation system is incorporated into the project as shown in **Figure 2-4, Non-Vehicular Circulation Plan.** These landscaped pedestrian pathways are designed to connect building entries with sidewalks along streets, employee break areas, plazas, and in between buildings. The pedestrian circulation system will promote non-vehicular access to and from all planning areas.

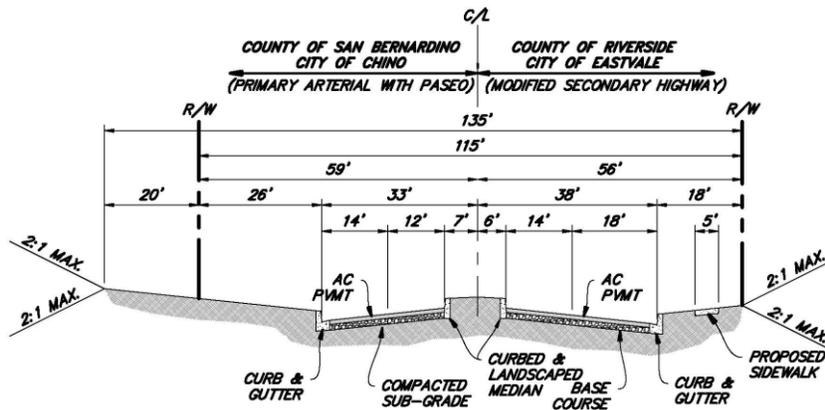
Class 2 bike paths are currently located along the east side of the flood control channel that borders the Specific Plan area to the east, and along 65<sup>th</sup> Street easterly of the channel. There are no existing or proposed bike trails along the periphery of the project site.

The Specific Plan non-vehicular circulation component also provides connection to the JCSD multi-use trail located southerly adjacent to the project site. Design and configuration of the multi-use trail connection are presented at **Figure 2-5, Multi-Use Trail.**



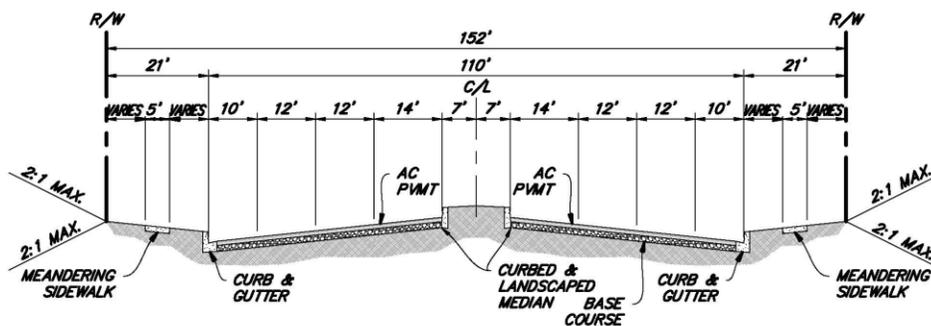
**INDUSTRIAL COLLECTOR STREET**

RIV. COUNTY STD. NO. 111  
 1"=20'  
 T.I.=8.0



**HELLMAN AVENUE**

1"=20'  
 T.I.=8.5



**TYPICAL SECTION - LIMONITE AVENUE**

URBAN ARTERIAL  
 RIV. COUNTY STD. NO. 91  
 1"=20'  
 T.I.=10

Figure 2-3  
 Roadway Cross-Sections

**NON-VEHICULAR CIRCULATION LEGEND**

-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  JCSD MULTI-USE TRAIL (OFF-SITE CLASS 1)

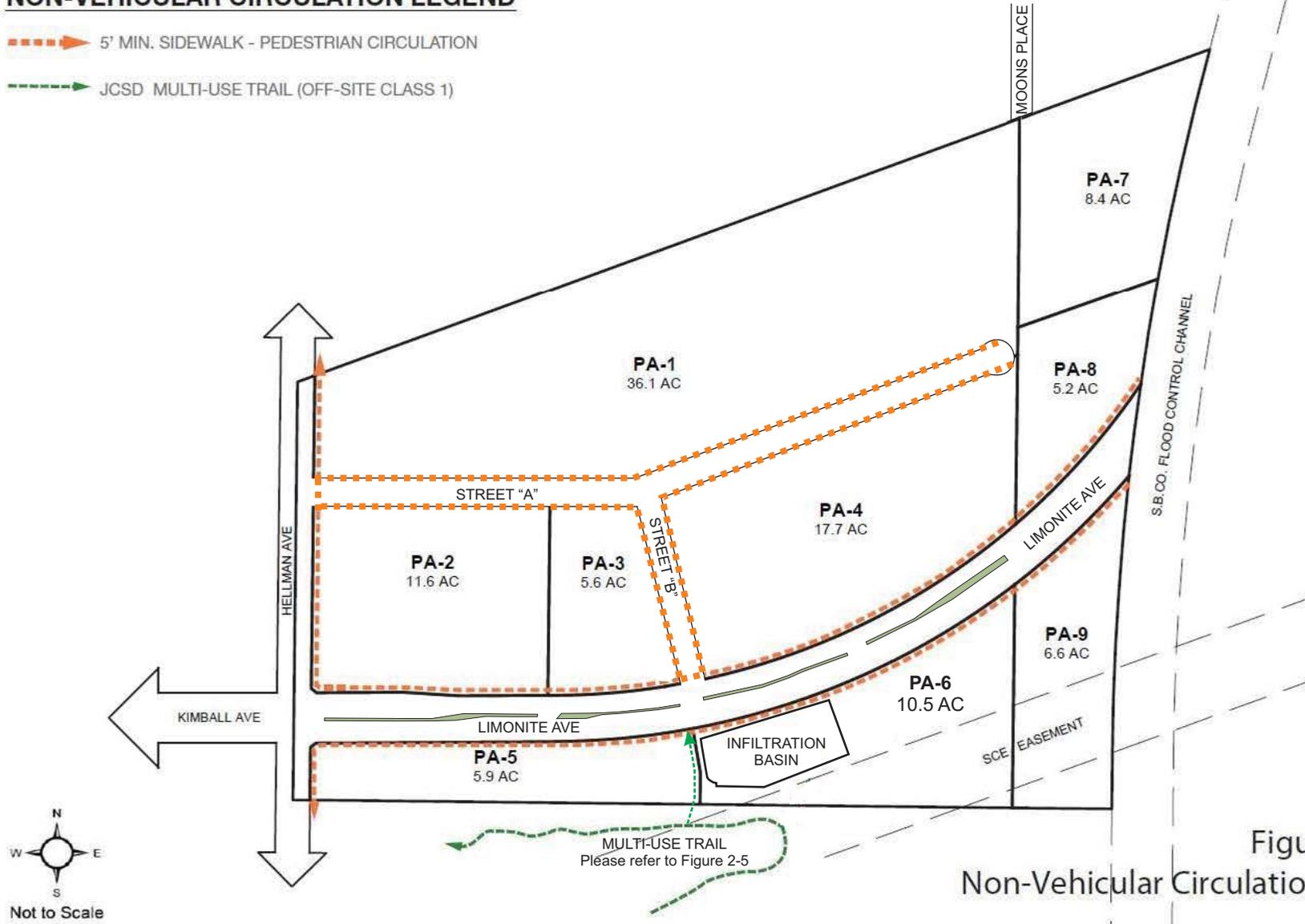


Figure 2-4  
Non-Vehicular Circulation Plan



PLAN

**LEGEND**

-  Building Setback Line
-  Parking Setback Line
-  Face of Curb
-  Property Line
-  Property Boundary Fence
-  Infiltration Basin Planting - Ornamental Grasses
-  Groundcover and Low Planting
-  Meandering Concrete Sidewalk
-  Street Trees, Clustered (30' O.C. Average)
-  Canopy Tree at Perimeter of Basins



SECTION

Figure 2-5  
Multi-Use Trail

**Circulation System Development Standards**

- 1) The engineering level alignment of those segments of roadways, adjacent to or within the Specific Plan boundary (as conceptually shown on Figure 2-2, Circulation Plan) will be determined at the implementing development stage.
- 2) Hellman Avenue shall be constructed as shown on Figure 2-3, Roadway Cross-Sections, within the City of Eastvale adjacent to or necessary to provide access to the implementing development project as determined by the City Public Works Director. The portion of Hellman Avenue located within the City of Chino shall be constructed per City of Chino requirements.
- 3) Limonite Avenue shall be constructed, with a raised landscaped median, as shown on Figure 2-3, Roadway Cross-Sections, adjacent to or necessary to provide access to the implementing development project as determined by the City Public Works Director.
- 4) Streets A and B shall be designed and constructed per the standard cross-sections shown in Figure 2-3, Roadway Cross-Sections.
- 5) All intersection spacing and/or access openings shall be per City of Eastvale standards.
- 6) No textured pavement accents will be allowed within City maintained right-of-way unless approved by the City.
- 7) Mid-block crosswalks are not allowed on public streets.
- 8) No driveways or access points as shown in the Specific Plan are approved. All access points shall conform to City of Eastvale standard access spacing, depending upon the streets' classifications, line-of-sight limitations and safety.
- 9) Landscaping within public road rights-of-way will require approval by the City and assurance of continuing maintenance through the establishment of a landscape maintenance district, similar mechanism, or Conditions, Covenants and Restrictions (CC&Rs), as approved by the City.
- 10) All bike trails or lanes developed as part of this Specific Plan shall be approved by the City.

### 2.2.2 Drainage Plan

The Ranch at Eastvale Specific Plan project is located within the Chino Basin, which is part of the larger Santa Ana River Watershed. The Santa Ana River is the major drainage feature within the Santa Ana Watershed that conveys drainage runoff to the Pacific Ocean from the San Bernardino Mountains and portions of San Bernardino, Riverside and Orange Counties.

In general, surface runoff from the surrounding area and project site flows naturally north to south towards the Santa Ana River and into Prado Basin. There are no defined drainage courses within the project site; however, the improved San Bernardino County Flood Control Cucamonga Creek Channel is located along the east project boundary and flows south to the Santa Ana River.

The conceptual drainage system developed in conjunction with The Ranch at Eastvale Specific Plan consists of offsite and onsite components, as described below.

#### Offsite Drainage Stormwater Management System

Two Drainage Plan options (A and B) are provided for capture and conveyance of off-site stormwater as described below. The anticipated Option A is presented at **Figure 2-6, Conceptual Drainage Plan (Option A)**. Option B is presented at **Figure 2-7, Conceptual Drainage Plan (Option B)**. In addition to the options depicted in this section for acceptance of historical storm water from north of the Specific Plan area, the developer may propose additional options which achieve the objectives of the options shown here, subject to the approval of the City Engineer.

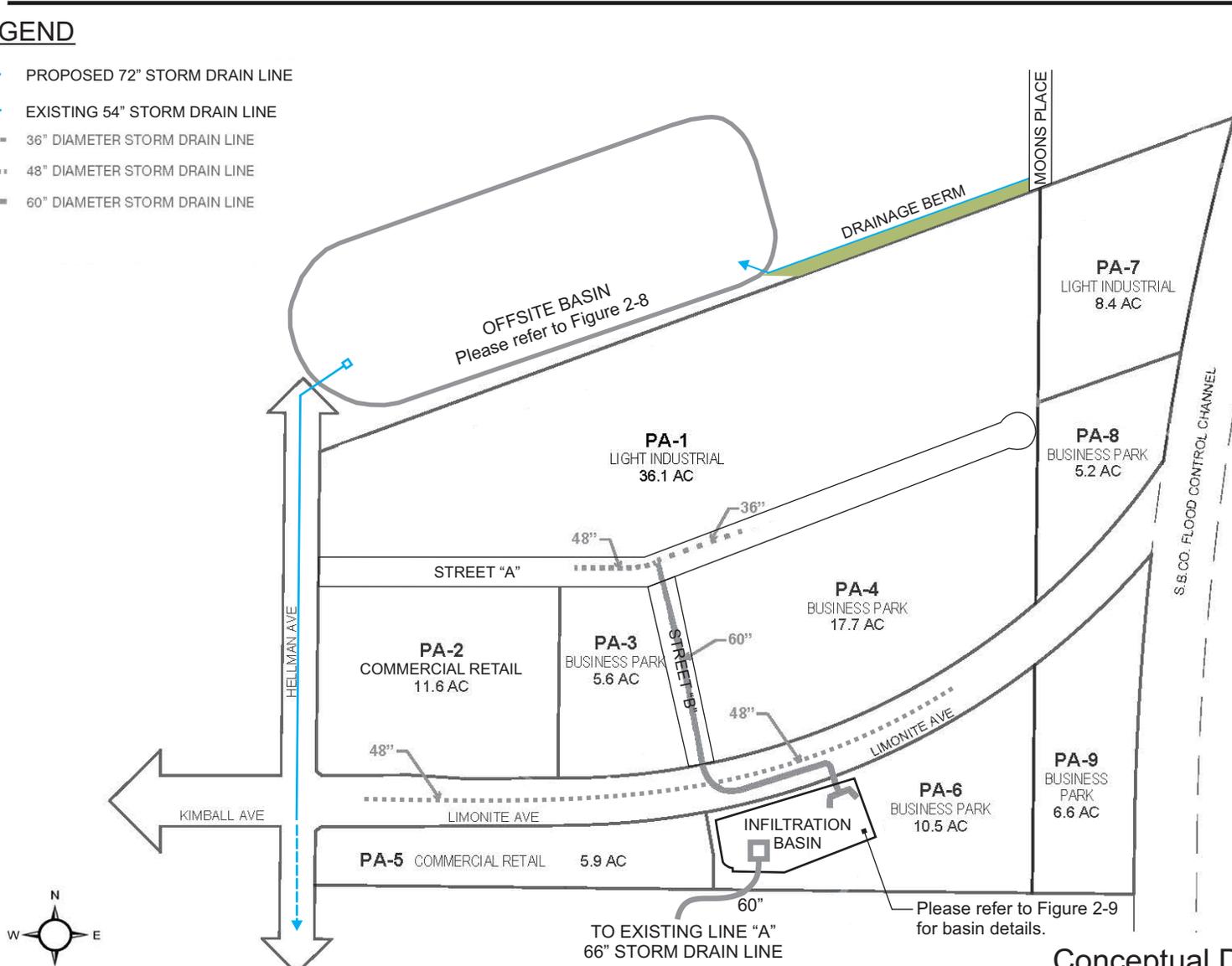
#### Drainage Plan Option A

There are currently two industrial projects proposed above this project's northern boundary that will ultimately capture and convey all runoff (from the north to the Hellman Avenue storm drain system to the west and the Cucamonga Creek Channel to the east) so no offsite drainage reaches this project. If The Ranch at Eastvale project proceeds to construction prior to construction of the two projects to the north, an interim drainage system (Drainage Plan Option A) will be constructed.

Currently, offsite drainage from the north is collected by an existing earthen berm on the adjacent property along the project's north boundary then conveyed westerly to an existing offsite detention/water quality basin at the northwest corner of the project. Under Drainage Plan Option A the existing berm would be refined and reinforced and the detention/water quality basin will be enlarged to accept and convey the 100 year flows.

**LEGEND**

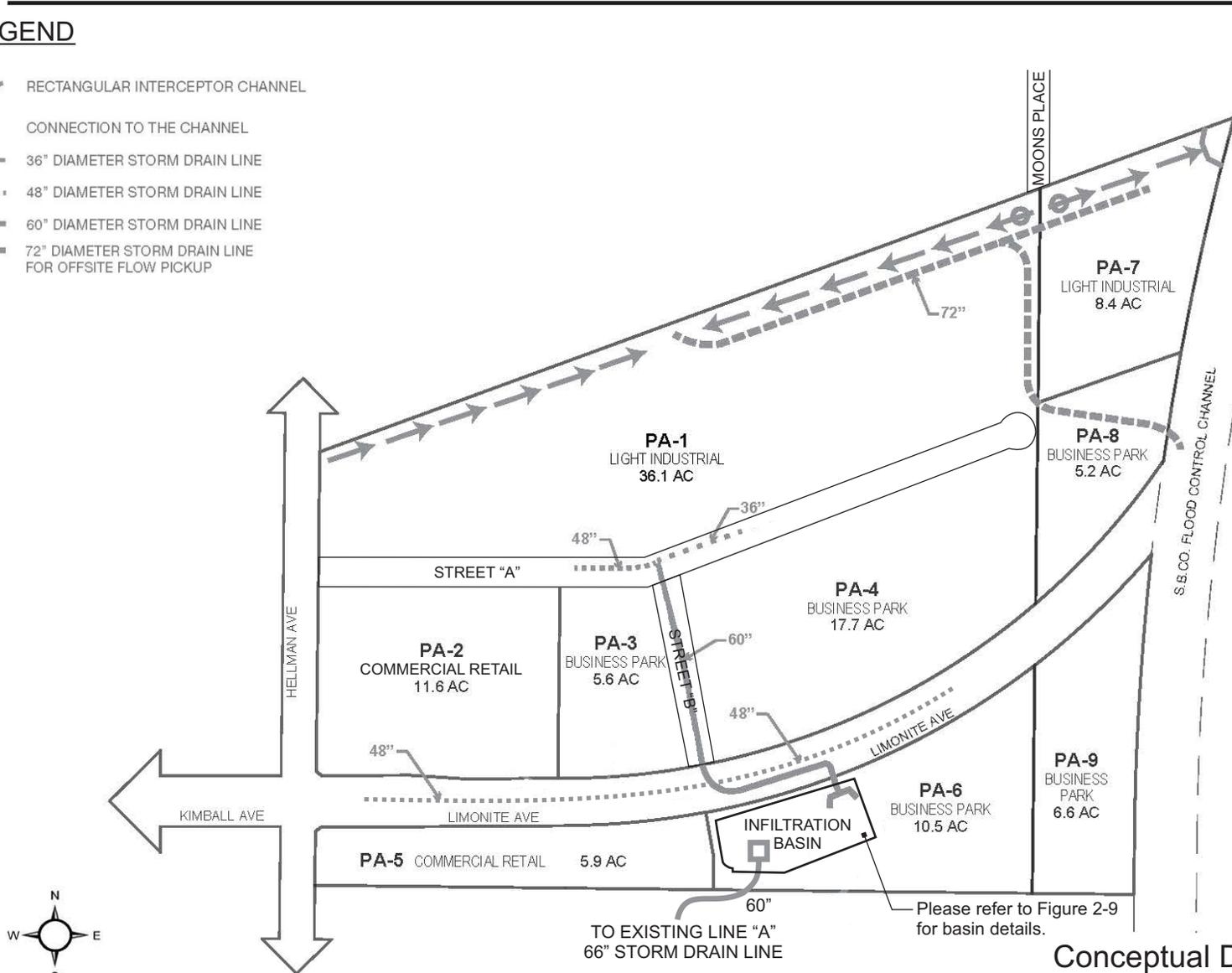
- PROPOSED 72" STORM DRAIN LINE
- - - EXISTING 54" STORM DRAIN LINE
- · · 36" DIAMETER STORM DRAIN LINE
- · · · 48" DIAMETER STORM DRAIN LINE
- 60" DIAMETER STORM DRAIN LINE



**Figure 2-6**  
**Conceptual Drainage Plan**  
**(Option A)**

### LEGEND

- RECTANGULAR INTERCEPTOR CHANNEL
- CONNECTION TO THE CHANNEL
- 36" DIAMETER STORM DRAIN LINE
- 48" DIAMETER STORM DRAIN LINE
- 60" DIAMETER STORM DRAIN LINE
- 72" DIAMETER STORM DRAIN LINE FOR OFFSITE FLOW PICKUP



Please refer to Figure 2-9 for basin details.

Figure 2-7  
Conceptual Drainage Plan  
(Option B)

The enhanced berm and basin concepts are presented at **Figure 2-8, Proposed Offsite Basin**. The enlarged basin would reduce the offsite 100-year peak flow of approximately 239 cubic feet per second (cfs) down to the available 150 cfs capacity of the existing City of Chino 54" storm drain in Hellman Avenue. The mitigated 150 cfs flow from the detention/water quality basin will outlet to a 72" pipe and run south in Hellman Avenue and connect to the existing 54" pipe at the Kimball and Hellman intersection. The 54" pipe will be upgraded by the project to the north when that project is developed. That system continues south to the Cucamonga Creek Channel.

### **Drainage Plan Option B**

Under Drainage Plan Option B, offsite stormwaters would be conveyed by a 9 feet wide by 6 feet deep rectangular concrete interceptor channel located along the project's northern property line. The interceptor channel would capture flows not currently captured by the existing offsite earthen berm and detention/water quality basin system and direct flows via a 72" storm drain pipe east to the San Bernardino County Flood Control Channel and some to the existing storm drain in Hellman Avenue. In the event that Drainage Option A is utilized for the Specific Plan, the concrete truck court at the rear of each building in Planning Area 1 will be extended northerly, since the concrete interceptor channel (required under Drainage Option B) will not be required. Landscape islands/fingers will also be extended accordingly.

### **Onsite Drainage Stormwater Management System**

In addition to the options described above to handle offsite flows, onsite drainage facilities will also be required to handle runoff from the site due to an increase in impervious surfaces. A preliminary estimate of onsite 100-year peak discharge from the post-developed project site is 189 cfs, an increase of 63 cfs over existing condition peak flows. American Heroes Park, immediately to the south of the project site, has a 66-inch storm drain capable of accepting 234 cfs from the project site. This is Line A of the Cucamonga Creek Schleisman Road Storm Drain system that ultimately connects to the Cucamonga Creek Channel. Since 189 cfs is less than 234 cfs, detention will not be required.

On-site drainage facilities will include the project's streets, catch basins, underground storm drains, and one or two infiltration basin(s) (one currently shown) designed to collect and convey 100-year flows through the project. The infiltration basin concept is presented at **Figure 2-9, Infiltration Basin**. The infiltration basin would function as a water quality element and, though detention is not required, would have some peak flow

reducing effects. The onsite infiltration basin would incorporate an emergency overflow spillway which, if needed, would discharge flows in excess of the 100-year storm event southerly to the American Heroes Park. The Park basin was originally designed to detain existing peak flows from the project site as well as areas north of the project site and has a peak inflow capacity of 269 cfs. Peak flows from the post-developed project site are estimated at only 189 cfs.

All developments are required to implement a Water Quality Management Plan (WQMP) in accordance with the most recently adopted Riverside County MS4 NPDES Permit (Board Order R8-2010-0033). Approval by the City of a WQMP plan requires submittal of a document with supporting data including a WQMP Site Map showing the location of all BMPs. Per permit requirements, Low Impact Design (LID) elements and Source Control BMPs must be incorporated into the site design. The permit calls for a hierarchy of LID BMPs to be analyzed in order to successfully treat the project's water quality volume. The water quality volume is the amount of runoff generated by the 85th percentile storm event on the project site. The first LID BMP in the permit's analysis hierarchy is infiltration into native soils. The most cost-effective way to infiltrate into native soils for a project site of this size is through one or more infiltration basins.

Preliminary infiltration testing done near the planned infiltration basin location indicates the infiltration LID BMP approach may satisfy water quality requirements. Infiltration testing done to date was performed in locations not accessible to the planned infiltration basin location (at the time of testing) and will need to be updated prior to preparation of the preliminary WQMP. If forthcoming infiltration testing done within the planned basin area indicates infiltration is not practical, then the hierarchy of LID BMPs outlined in the water quality permit will be followed, likely resulting in a basin designed to filter stormwater through engineered soil media and subsequently discharge the treated water from the basin into the public storm drain system.

The project site is exempt from hydromodification control requirements since it will discharge directly to improved storm drain facilities designed to handle flows in excess of water quality permit requirements.

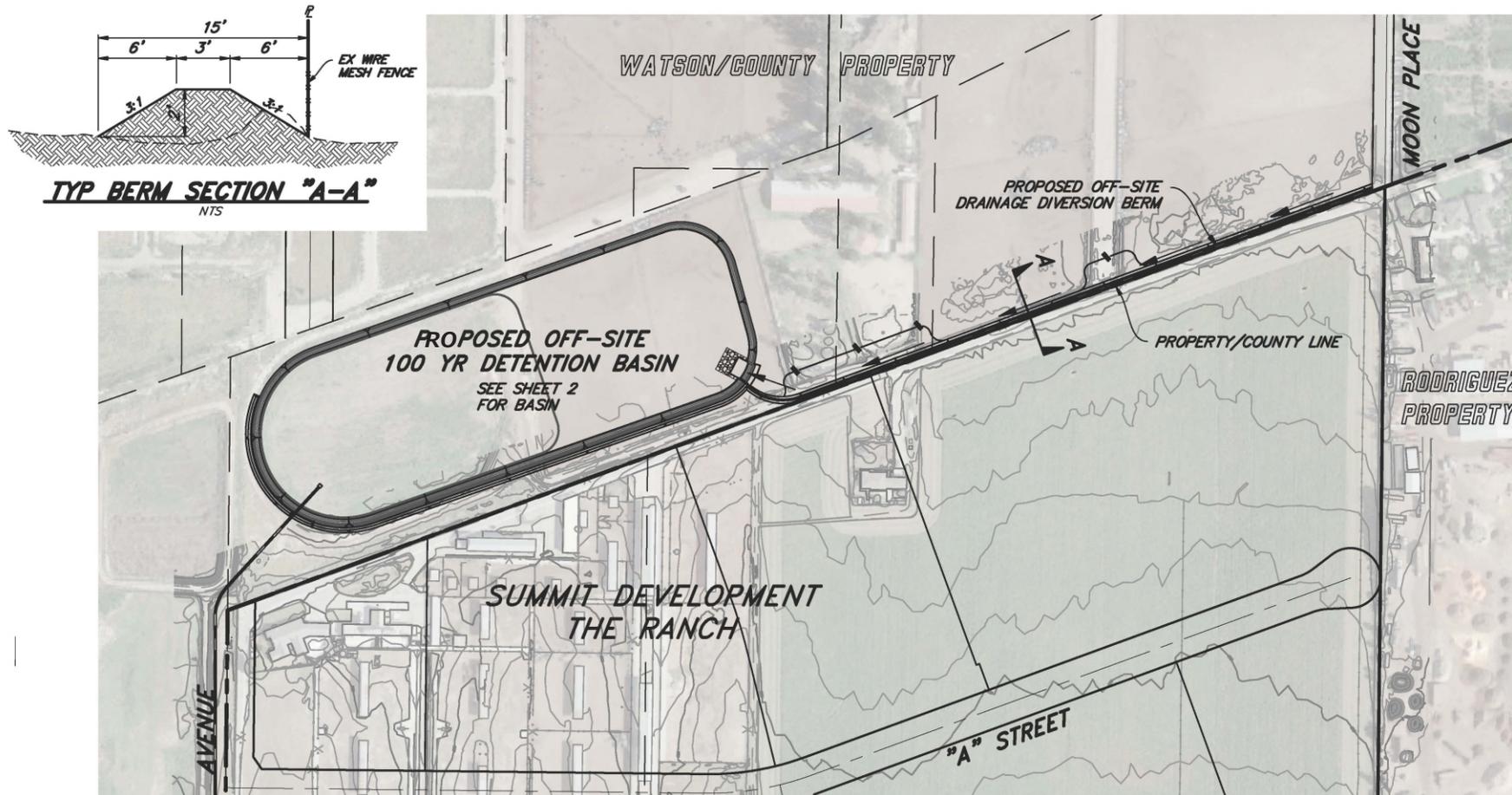
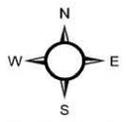
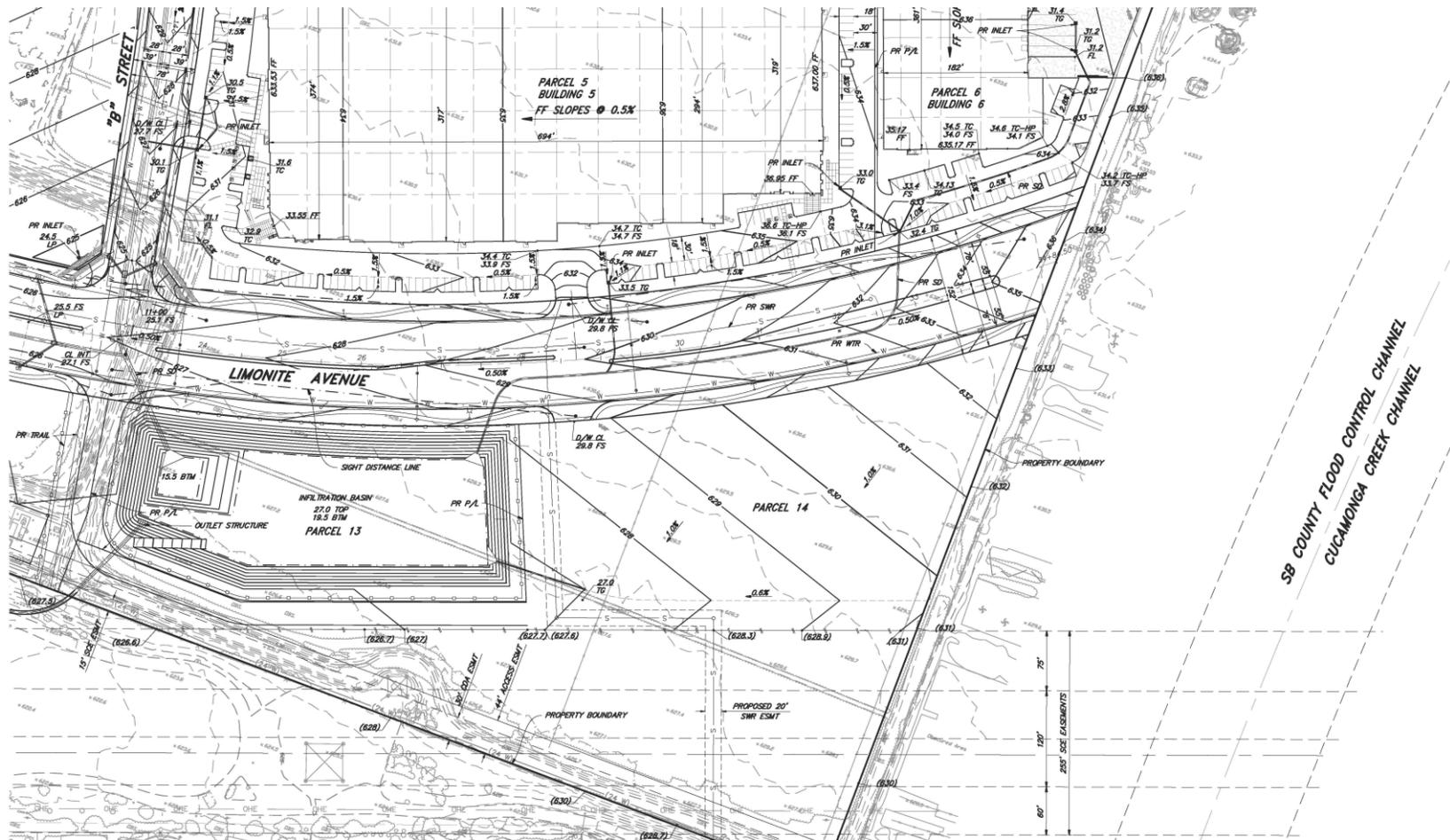


Figure 2-8  
Proposed Offsite Basin



Not to Scale

Figure 2-9  
Onsite Infiltration Basin

### Drainage Plan Development Standards

- 1) Drainage and flood control facilities and improvements shall be provided in accordance with City of Eastvale Public Works and Riverside County Flood Control and Water Conservation District requirements.
- 2) Storm drain facilities shall ensure the acceptance and disposal of storm runoff without damage to streets or adjacent properties.
- 3) Any work within the San Bernardino County Flood Control Channel right-of-way shall be completed in accordance with San Bernardino County Flood Control District requirements.

### 2.2.3 Conceptual Landscape Plan

As illustrated in **Figure 2-10, Conceptual Landscape Plan**, The Ranch at Eastvale Specific Plan utilizes landscaping as a unifying element throughout the project area. Designs for enhanced landscape entries, streetscapes, building perimeter landscaping, public spaces and pedestrian linkages are all set forth in Section 4.0, Landscape Guidelines & Standards. There will be common elements within the landscaping which will support a unifying theme throughout the project. Site elements such as paving, signage, trellises, lighting, signs, and furnishings as well as street trees are chosen to unify and connect the various planning areas and to work harmoniously with the architectural style.

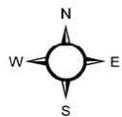
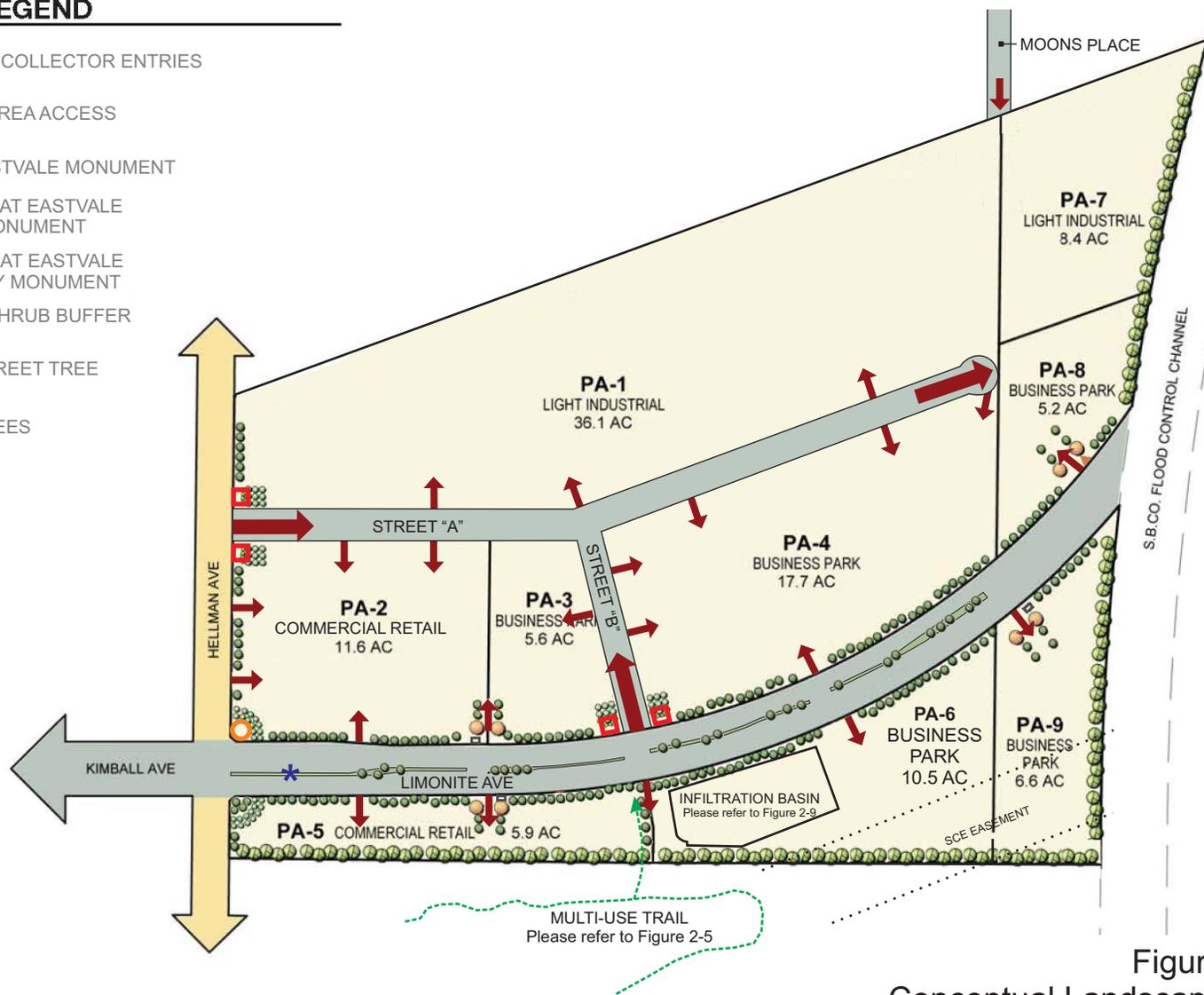
An overall landscape Plant Palette with a list of proposed trees, shrubs, vines, and ground covers has been provided in Section 4.0, Landscape Guidelines & Standards, and will be utilized for this project. This list is not intended to be all inclusive, but is provided to give an idea as to the plant material that could be used within the different landscaped areas of the project.

Individual implementing development projects within The Ranch at Eastvale Specific Plan will include landscaping and parking pursuant to the requirements set forth in this document and Section 5.6 (Off-Street Vehicle Parking) and Section 5.4 (Landscape General Provisions) of the City of Eastvale Municipal Zoning Code, or correlating provisions of the Municipal Code effective at the time of development permit submittal(s). The following development standards provide additional guidance for landscaping within the Specific Plan.

Please refer also to Specific Plan Section 4.0, Landscape Guidelines & Standards.

**LANDSCAPE LEGEND**

-  INDUSTRIAL COLLECTOR ENTRIES
-  PLANNING AREA ACCESS
-  CITY OF EASTVALE MONUMENT
-  THE RANCH AT EASTVALE PRIMARY MONUMENT
-  THE RANCH AT EASTVALE SECONDARY MONUMENT
-  TREE AND SHRUB BUFFER
-  TYPICAL STREET TREE
-  ACCENT TREES



Not to Scale

Figure 2-10  
Conceptual Landscape Plan

### Conceptual Landscape Plan Development Standards

- 1) All landscape plans shall reflect water conservation methods which may include: landscape design with low water consuming plants, grouping plants with similar irrigation requirements to reduce over-irrigation; use of mulch extensively since mulch applied on top of soil will improve the water holding capacity of the soil by reducing evaporation and soil compaction; and efficient irrigation systems design that minimizes runoff and evaporation and maximizes the amount of water that will reach the plant roots. Drip irrigation, rain sensors, and automatic irrigation systems represent methods of increasing irrigation efficiency.
- 2) Where the Specific Plan is silent, the project applicant and/or developer shall comply with the planting, irrigation, and implementation requirements set forth by Section 5.4 (Landscape General Provisions) of the City of Eastvale Municipal Zoning Code), or correlating provisions of the Municipal Zoning Code in effect at the time of development permit submittal(s).
- 3) All walls shall be maintained graffiti free through the use of two coats of anti-graffiti coating with or without vines.

### 2.2.4 Conceptual Water and Sewer Plans

The Ranch at Eastvale Specific Plan will be served by the Jurupa Community Services District (JCSD) which was formed in July 1956 as a general purpose Community Services District of the State of California. JCSD presently provides water and sewer service to the City of Eastvale, as well as parks, lighting and other services to various portions of western Riverside County.

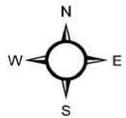
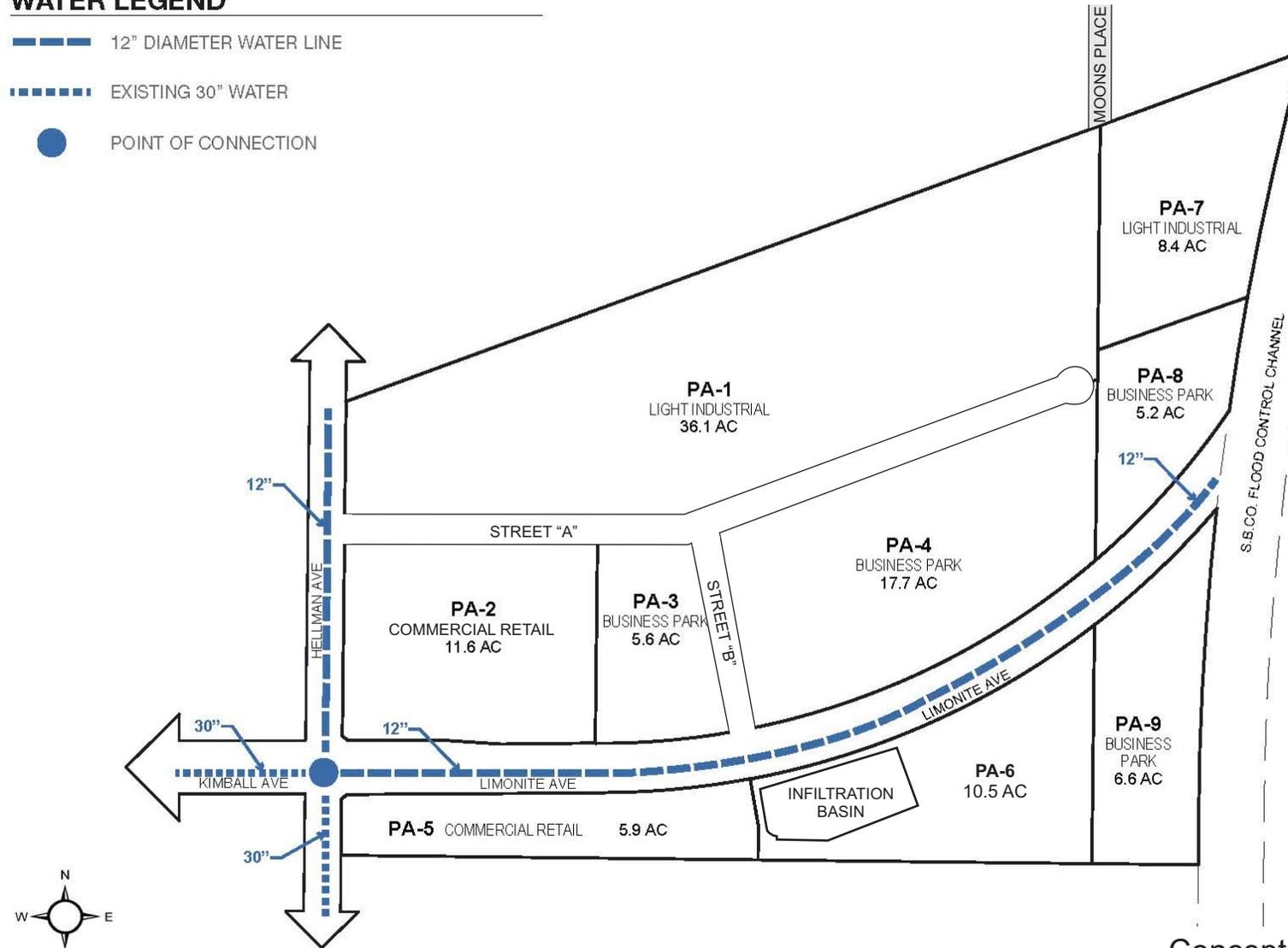
#### Conceptual Water Plan

As shown on **Figure 2-11, Conceptual Water Plan**, a 30-inch-diameter, 870-foot pressure zone water line exists within Hellman Avenue at its intersection with Kimball Avenue. The Specific Plan will be served by on-site 8-inch and 12-inch water lines located within the future street rights-of-way that will connect to the existing 30-inch diameter water line within Hellman Avenue. Additional water lines will be constructed on site on a phased basis as required to serve individual phases of The Ranch at Eastvale Specific Plan as they develop.

According to the JCSD, the estimated water demand for The Ranch at Eastvale Specific Plan will be 140,165 gallons per day (gpd) (157.0 acre feet per year.)

**WATER LEGEND**

-  12" DIAMETER WATER LINE
-  EXISTING 30" WATER
-  POINT OF CONNECTION



Not to Scale

Figure 2-11  
Conceptual Water Plan

### **Conceptual Sewer Plan**

As shown on **Figure 2-12, Conceptual Sewer Plan**, there are JCSD sewer system facilities immediately adjacent to The Ranch at Eastvale Specific Plan property within Tract No. 31309 at the southern boundary of the Specific Plan property. An additional connection to the JCSD sewer system is available within Tract No. 31309 in Prairie Smoke Road, approximately 200 feet east of Hellman Avenue. The Specific Plan will be served by 8-inch diameter sewer lines located within the future street rights-of-way. Additional on- and off-site sewer system facilities shall be developed on a phased basis if required to serve individual phases of The Ranch at Eastvale Specific Plan as they develop. The sewer flow generated by the subject project will be treated and disposed of through Western Riverside County Regional Wastewater Authority (WRCRWA) Regional Wastewater Reclamation Plant, located south of River Road and west of Archibald Avenue. The projected average daily wastewater that will be generated by The Ranch at Eastvale Specific Plan is approximately 194,400 gpd.

### **Water and Sewer Development Standards**

- 1) The project developer shall submit information that provides estimates of the project's irrigation water demand and landscape/irrigation conceptual plans to the City of Eastvale and JCSD for review.
- 2) Water conservation measures will be incorporated into the project development to include water saving devices and systems, and the use of reclaimed water for irrigation where accessible through existing or future adjacent facilities.
- 3) Any design of off-site facilities shall be coordinated with the affected property owners and JCSD.
- 4) Water and wastewater facilities shall be installed in accordance with the requirements and specifications of the City of Eastvale and JCSD.
- 5) The design of all water facilities shall provide fire protection to the satisfaction of the City of Eastvale Fire Department.

### SEWER LEGEND

-  8" DIAMETER SEWER LINE
-  POINT OF CONNECTION  
To connect to Existing 8-inch Sewer Line near Southern Project Boundary in 65th Street near Bright Gem Court.
-  AVAILABLE ADDITIONAL 8" DIAMETER SEWER LINE  
1,100 feet in Hellman Avenue and 200 ft in Prairie Smoke Road.
-  AVAILABLE ADDITIONAL POINT OF CONNECTION  
To connect to existing 8-inch Sewer Line in Prairie Smoke Road.

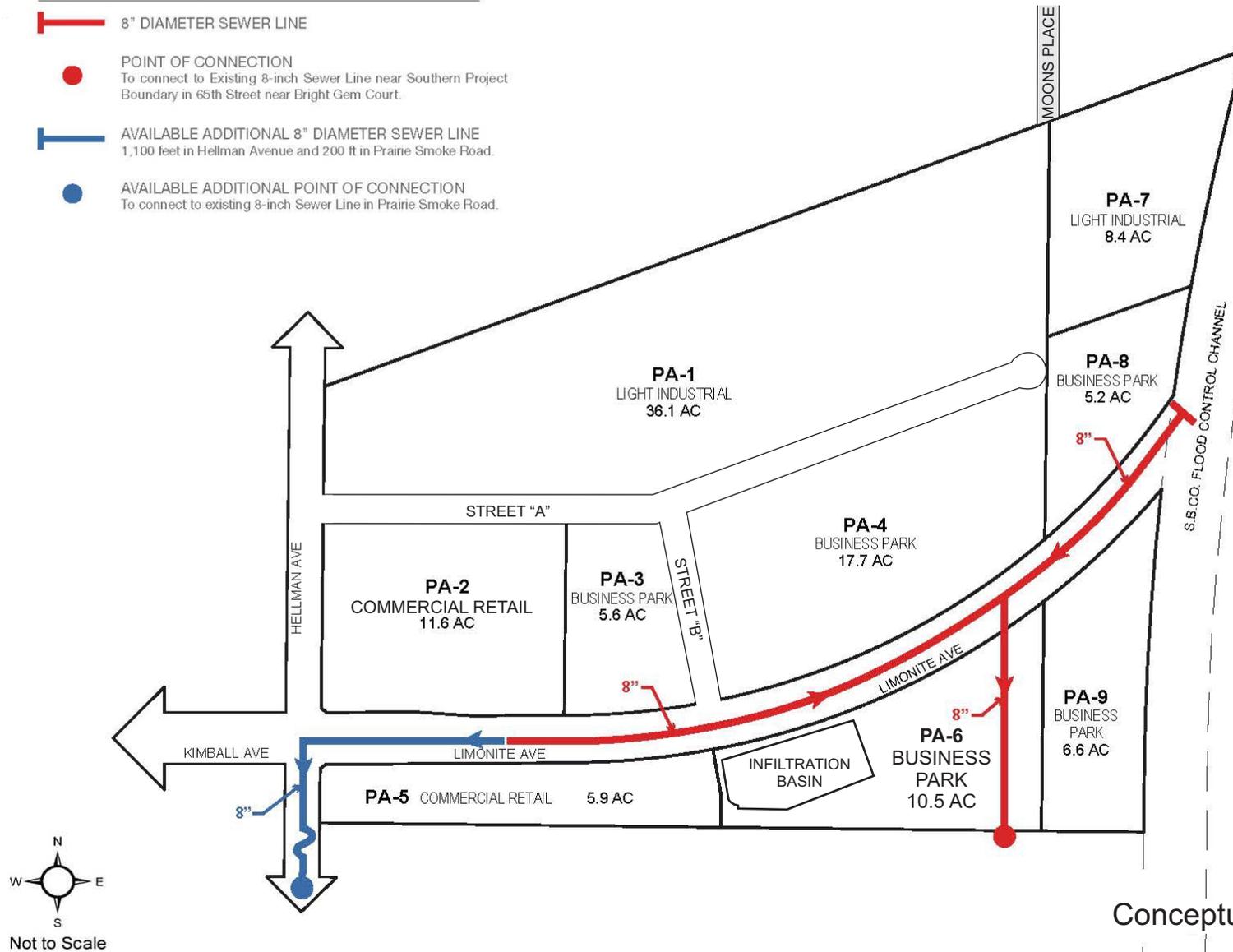


Figure 2-12  
Conceptual Sewer Plan

### 2.2.5 Conceptual Grading Plan

Grading within The Ranch at Eastvale Specific Plan will generally mirror the existing topography of the site as reflected on **Figure 2-13, Conceptual Grading Plan**. Manure and organic-rich soil is present in the upper 1 to 2 feet on much of the project site. Where manure is located, it will be cleared and disposed of off-site prior to overexcavation and re-compaction. Organic-rich soil (organic content greater than 3 percent, including manure) shall also be removed from the site. However, minor amounts of organic-rich soil can be mixed and blended with clean soil to meet the final acceptable 1 percent organic compound specification. In areas where structures are planned, alluvial soil will be overexcavated and recompacted to depths ranging from 3 to 5 feet below the existing or finish grade, whichever is deeper. It is estimated that overall the project will require approximately 40,000 cubic yards of organic-rich soil to be removed from the site. The balance of the earthwork on the project site consisting of an estimated 220,500 cubic yards of raw cut and 103,000 cubic yards of overexcavation will be used on-site to address fill and re-compaction requirements. This earthwork total represents an estimate of rough grading earthwork magnitude over the entire The Ranch at Eastvale Specific Plan. Precise grading requirements and quantities will be determined at the development stage and shall comply with any requirements set forth in the project's geotechnical studies. Rough grading of the project site will either be completed at one time or in phases.

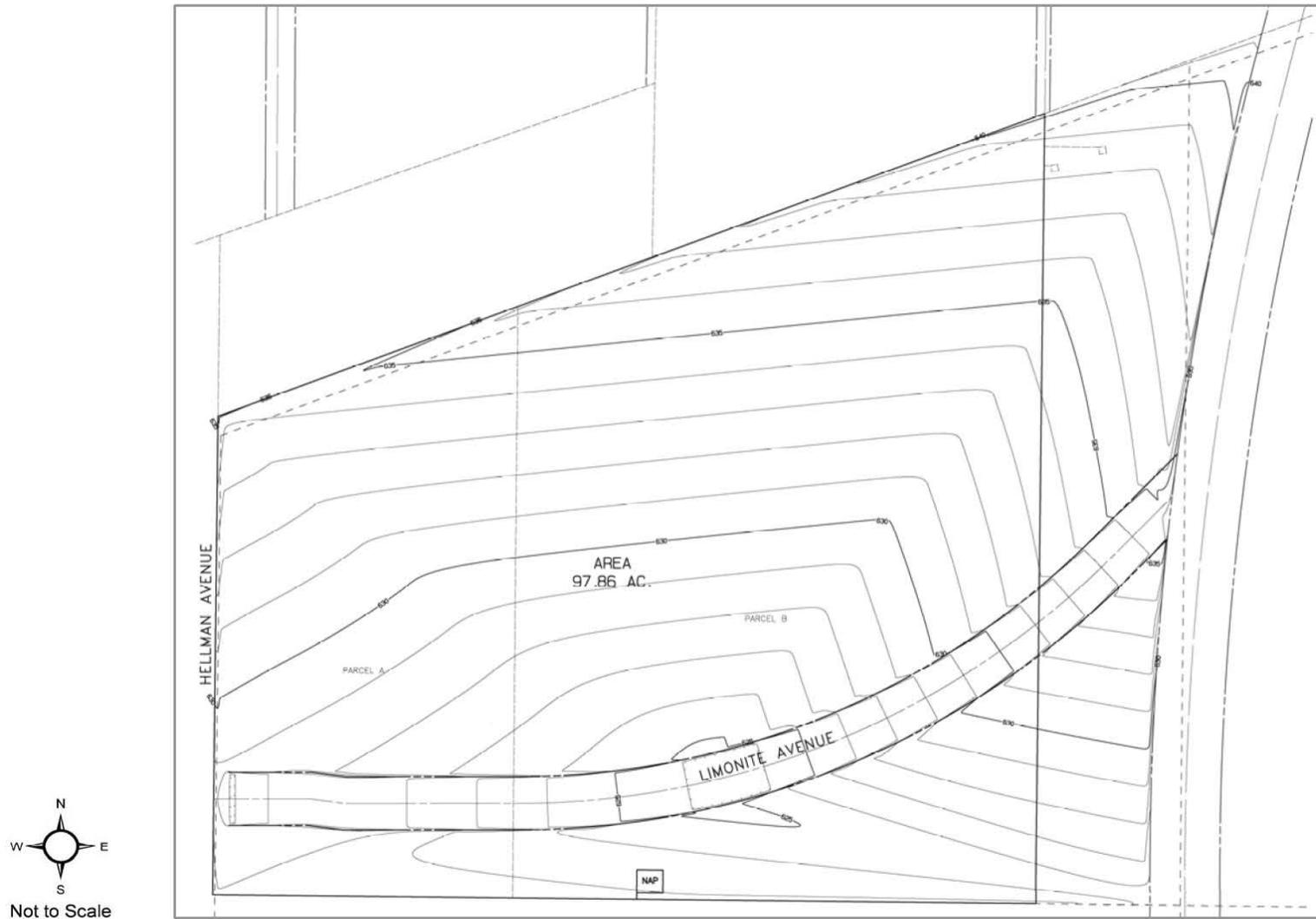


Figure 2-13  
Conceptual Grading Plan

**Grading Plan Development Standards**

- 1) All streets shall have a minimum gradient of 0.5 percent.
- 2) The toes and tops of all slopes higher than ten feet (10') shall be rounded with curves and radii designed in proportion to the total height of the slope, where drainage and stability permits such rounding.
- 3) Prior to initial grading activities, a detailed soils report and geotechnical study shall be prepared to analyze on-site soil conditions and slope stability and include appropriate measures to control erosion and dust.
- 4) Slopes steeper than 2:1 and exceeding ten feet (10') in vertical height are allowed provided they are recommended to be safe in a Slope Stability Report prepared by a soils engineer or an engineering geologist and approved by the City. The Slope Stability Report shall also contain recommendations for landscaping and erosion control. The City of Eastvale setback requirements with regard to slopes shall be observed. Erosion control plans for all slopes over three feet (3') shall be submitted to the City of Eastvale for review and approval for type of ground cover, shrubs and trees.
- 5) Where cut and fill slopes are created higher than ten feet (10'), detailed landscaping and irrigation plans shall be submitted to the City prior to Grading Plan approval. The plans shall be reviewed for type and density of groundcover, shrubs, and trees.
- 6) Potential brow ditches, terrace drains, or other minor swales, as determined necessary by the City of Eastvale at future stages of project review, shall be lined with natural erosion control materials, wherever possible, or earth-toned concrete.
- 7) With the exception of the removal of organic-rich soil, grading work shall be balanced on-site, and within each development phase, if possible.
- 8) Grading within any development phase may encroach into an area of future development in order to achieve an earthwork balance. If such is the case, grading plans will be prepared and grading will be performed in a manner consistent with the overall Conceptual Grading Plan for the project as well as the grading plan for all future development phases.

### 2.2.6 Phasing Concept

It is expected that The Ranch at Eastvale Specific Plan would be developed in phases. The scope and sequence of development responding to local and regional market demands. Anticipated phasing of the project is presented at **Table 2-4, Conceptual Project Phasing**. The identified phases, or portions thereof, may be developed in any sequence or multiple phases can be developed concurrently. As the project builds out, planning areas may be developed individually or in combination with other planning areas, and individual planning areas may be developed with one or more implementing development proposals.

**Table 2-4  
Conceptual Project Phasing**

Land Use	Estimated Building Square Footage	Planning Area(s)
<b>Phase I</b>		
Business Park	316,000	4
Light Industrial	644,000	1
<b>Phase II</b>		
Business Park	120,000	6
Commercial Retail	160,000	2
<b>Phase III</b>		
Commercial Retail	50,000	5
Business Park	88,000	3
<b>Phase IV</b>		
Business Park	277,337	8, 9
Light Industrial	156,937	7

Supporting infrastructure and services, including: roads, water, sanitary sewer, storm drainage, and dry utilities would be provided to support each phase or increment of development. City issuance of Certificate Occupancy Permits for any phase or increment of development would be contingent on demonstrated and documented availability and adequacy of supporting infrastructure and services.

#### Water System Phasing

The portion of the water system needed to serve a given area shall be operational for fire safety purposes prior to delivery of combustible framing materials on-site, or as approved by the City of Eastvale Fire Department. Domestic service shall be available prior to Certificate of Occupancy for each structure.

**Sewer System Phasing**

Required sewer system facilities needed to serve implementing development proposals shall be constructed and operational prior to the Certificate of Occupancy for any permanent structure within that development.

**Storm Drain System Phasing**

On- and off-site underground storm drain facilities required to serve the project shall be constructed and operational during each phase of construction within the Specific Plan, pursuant to City of Eastvale and Riverside County Flood Control and Water Conservation District requirements.

**Street Improvements Phasing**

Unless additional street improvements are required pursuant to formally approved traffic requirements, development of a lot will require that full half-width improvements to the respective portions of those streets required for access to the applicable individual lot(s) within the Specific Plan be constructed prior to the issuance of Certificate of Occupancy for each lot. Traffic signals shall be constructed per the timing warranted in the traffic studies for this project or as required by the City Engineer. All proposed streets within the project boundaries shall be constructed to serve the proposed development and to provide adequate emergency access, as approved by the City.

**2.3 Comprehensive Improvement Financing**

The construction and maintenance of public facilities and infrastructure improvements within The Ranch at Eastvale Specific Plan will be funded by a variety of mechanisms including development impact fees, transportation-related fees, developer financing, and other potential methods.

**2.3.1 Developer Impact Fees**

The City currently requires new development developers to pay mitigation fees to help offset the cost of providing public facilities. The project developer will be required to pay all applicable mitigation fees that are in effect at the time of construction.

**2.3.2 Transportation-Related Fees**

To ensure that area-wide traffic impacts of individual projects are mitigated, the City has established "fair share" mitigation fees, which include the Transportation Uniform Mitigation Fee (TUMF), Development Impact Fees (DIF) and the Road and Bridge

Benefit District (RBBD) fee. The Ranch at Eastvale will participate in the cost of off-site improvements through payment of the following “fair share” mitigation fees:

- TUMF, current at time of construction.
- City of Eastvale DIF Program.
- Mira Loma RBBD, zone D.

These fees shall be collected and utilized as needed by the City to construct improvements necessary to maintain the required level of service.

In addition, other funding mechanisms are available to the City for maintenance of public roadways and capital improvement projects including Gas Tax and Measure A sales tax revenue. These tax monies are allocated to the City as a whole and are not imposed upon the developer.

### **2.3.3 Developer Financing**

Direct developer financing will be used to construct on-site improvements required to serve development in the specific plan area. The ultimate type of financing mechanism will be determined by property developers based upon final technical analysis of costs, financing requirements, duration of funding, reimbursement requirements, absorption rates, and market strategies.

### **2.3.4 Other Financing**

Other financing mechanisms may be utilized as required by the City, the JCSD or other service providers, or as selected by the project developer. These financing mechanisms include, but are not limited to, the creation of a business owner association and the use of assessment and special tax secured financing, such as special assessment districts, community facilities districts and landscape and lighting maintenance districts.

## 2.4 Maintenance Plan

The project will have both public and private maintenance programs to insure the upkeep of public and common facilities and areas. **Table 2-5, Maintenance Program** identifies the anticipated maintenance responsibilities. Private property maintenance within The Ranch at Eastvale Specific Plan will be directed by a private maintenance association, which will be selected or created by the developer. The private maintenance association will direct the maintenance of signage, entries, open spaces, parking and loading areas, sidewalks, private stormwater management systems pedestrian amenities, and other facilities serving or common to the Specific Plan area in total, but that are not owned or operated by a specific tenant. The project applicant and/or master developer shall be responsible for maintenance and upkeep of all slope plantings, common landscaped areas, and irrigation systems until such time as these operations are the responsibility of other parties.

New public streets (A and B) would be conveyed to the City of Eastvale for maintenance. New public stormwater management systems and connections to public systems would be conveyed (as applicable) to the Riverside County Flood Control and Water Conservation District (RCFCWCD), San Bernardino County Flood Control District (SBCFCD), and/or City of Eastvale for maintenance.

**Table 2-5  
Maintenance Program**

Improvements	Developed or Improved by	Owned by	Maintained by
Driveways and parking areas	Developer	Owner/PMA	Owner/PMA
Signs/Project entries	Developer	Owner/PMA	Owner/PMA
Water Quality Improvements	Developer	Owner/PMA	Owner/PMA
Individual lot improvements	Developer	Owner/PMA	Owner/PMA
Public right-of-way improvements per City requirements, including streetscape (Limonite and Hellman Avenues)	Developer	City of Eastvale	City of Eastvale/JCSD <sup>1</sup>
Public Sidewalks	Developer	City of Eastvale	City of Eastvale/JCSD
Street Lighting (public roadways)	Developer	SCE	JCSD
Street Lighting (internal project drives and parking areas)	Developer	Owner/PMA	Owner/PMA
Water & Sewer systems	Developer/JCSD	JCSD	JCSD
Dry Utilities (electric, gas,	Developer/	Developer/	Developer/ applicable

Improvements	Developed or Improved by	Owned by	Maintained by
telephone, and cable)	applicable service provider	applicable service provider	service provider
Private Stormwater Management Facilities-Includes cutoff channel and basin(s) northerly adjacent to Project site <sup>2</sup>	Developer	Developer	Owner/PMA
Public Stormwater Management Facilities	Developer	SBCFCD, RCFCWCD, City	SBSFCD, Riverside County, City

**Notes:**

<sup>1</sup> JCSD maintains only the landscape in the roadway median. Landscape frontages along Limonite and Hellman shall be maintained by the property owner or PMA.

<sup>2</sup> Offsite detention basin will be owned and maintained by adjacent property owner pursuant to a binding legal document approved by the City of Eastvale.

JCSD= Jurupa Community Services District

PMA = Private Maintenance Association

SBCFCD= San Bernardino County Flood Control District

RCFCWCD= Riverside County Flood Control and Water Conservation District

SCE = Southern California Edison

## 2.5 LAND USE PLANNING AND DESIGN STANDARDS BY PLANNING AREA

In order to ensure the orderly and sensible development of the land uses proposed for The Ranch at Eastvale Specific Plan, land use planning and design standards have been created for each planning area. These planning area-specific standards, in addition to the project-wide standards, will assist in accommodating the proposed development and provide adequate transitions to neighboring land uses. Please refer also to Table 2-1, presented previously, which presents the Target and Maximum Development Intensity for each planning area.

### 2.5.1 Planning Area 1: Light Industrial

Planning Area 1, located along the northern project boundary as depicted in **Figure 2-14, Planning Area 1**, provides for development of approximately 36.1 acres of light industrial land uses. The Target Development Intensity for this planning area is 644,000 square feet with building sizes not to exceed 300,000 square feet.

#### Land Use and Development Standards

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

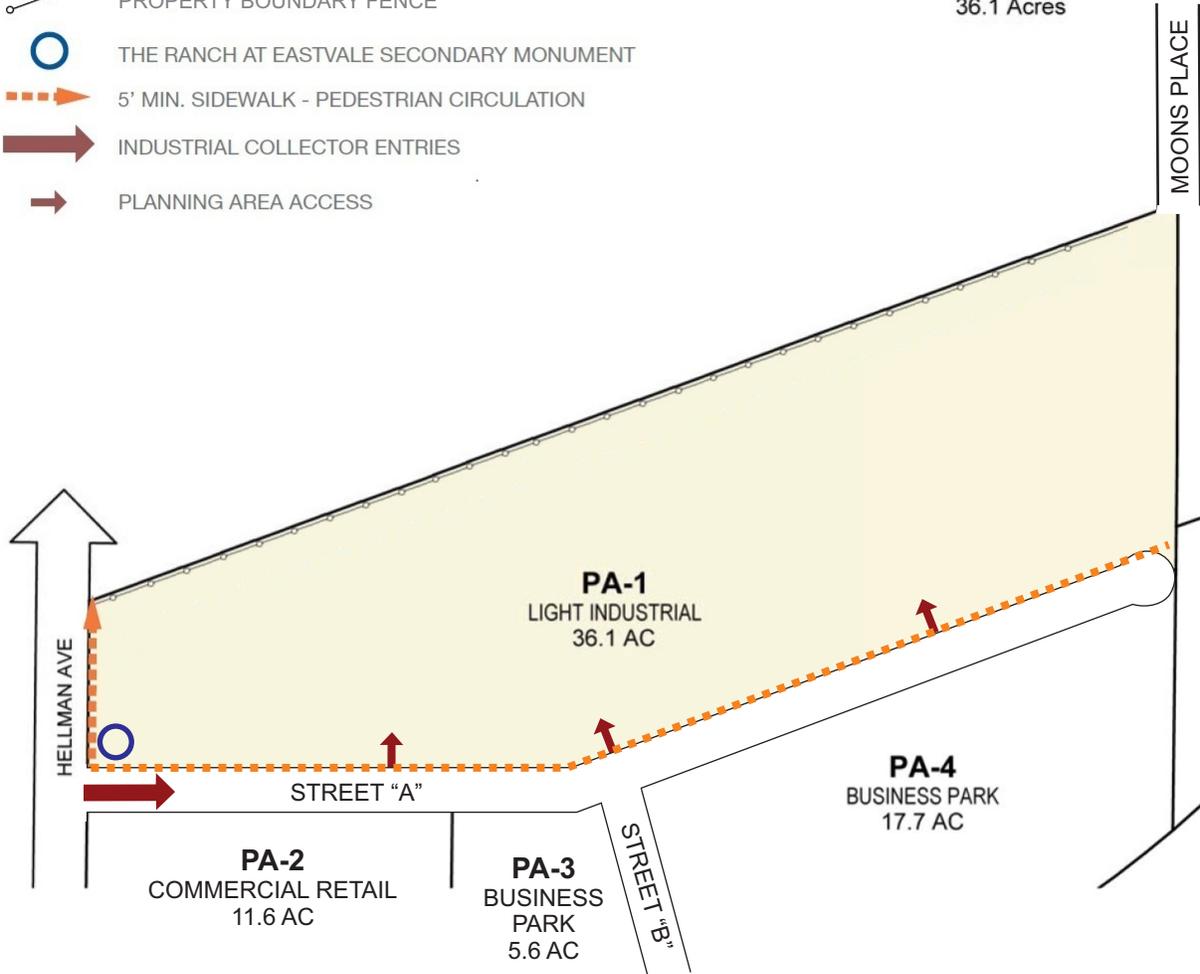
#### Planning Standards

- 1) Access to Planning Area 1 shall be provided from Hellman Avenue and/or Street A. Future development design may permit internal access between Planning Area 1 and adjoining planning areas.
- 2) The Ranch at Eastvale Secondary Monument shall be provided at the southwest corner of the planning area, as described in Section 3.6.
- 3) A property boundary fence shall be provided along the northern boundary of Planning Area 1.
- 4) Drainage plan concepts and standards are discussed at Section 2.2.2. In the event that Drainage Option A is utilized for the Specific Plan, the concrete truck court at the rear of each building in Planning Area 1 will be extended northerly, since the concrete interceptor channel (required under Drainage Option B) will not be required. Landscape islands/fingers will also be extended accordingly.
- 5) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 6) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

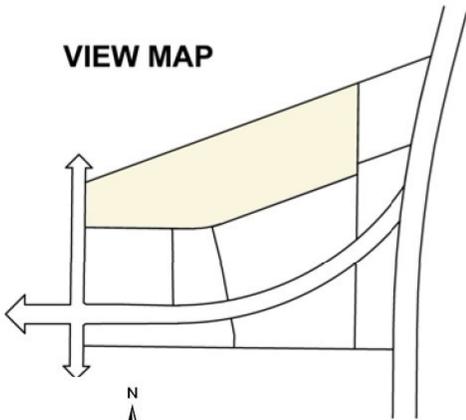
**LEGEND**

-  PROPERTY BOUNDARY FENCE
-  THE RANCH AT EASTVALE SECONDARY MONUMENT
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  INDUSTRIAL COLLECTOR ENTRIES
-  PLANNING AREA ACCESS

**Planning Area 1**  
LIGHT INDUSTRIAL  
36.1 Acres



**VIEW MAP**



Not to Scale

Figure 2-14  
Planning Area 1

### 2.5.2 Planning Area 2: Commercial Retail

Planning Area 2, located along the western project boundary along the east side of Hellman Avenue and north of Limonite Avenue as depicted in **Figure 2-15, Planning Area 2**, provides for the development of approximately 11.6 acres of commercial retail land uses. The Target Development Intensity for this planning area is 160,000 square feet with no limitation on building size.

#### Land Use and Development Standards

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

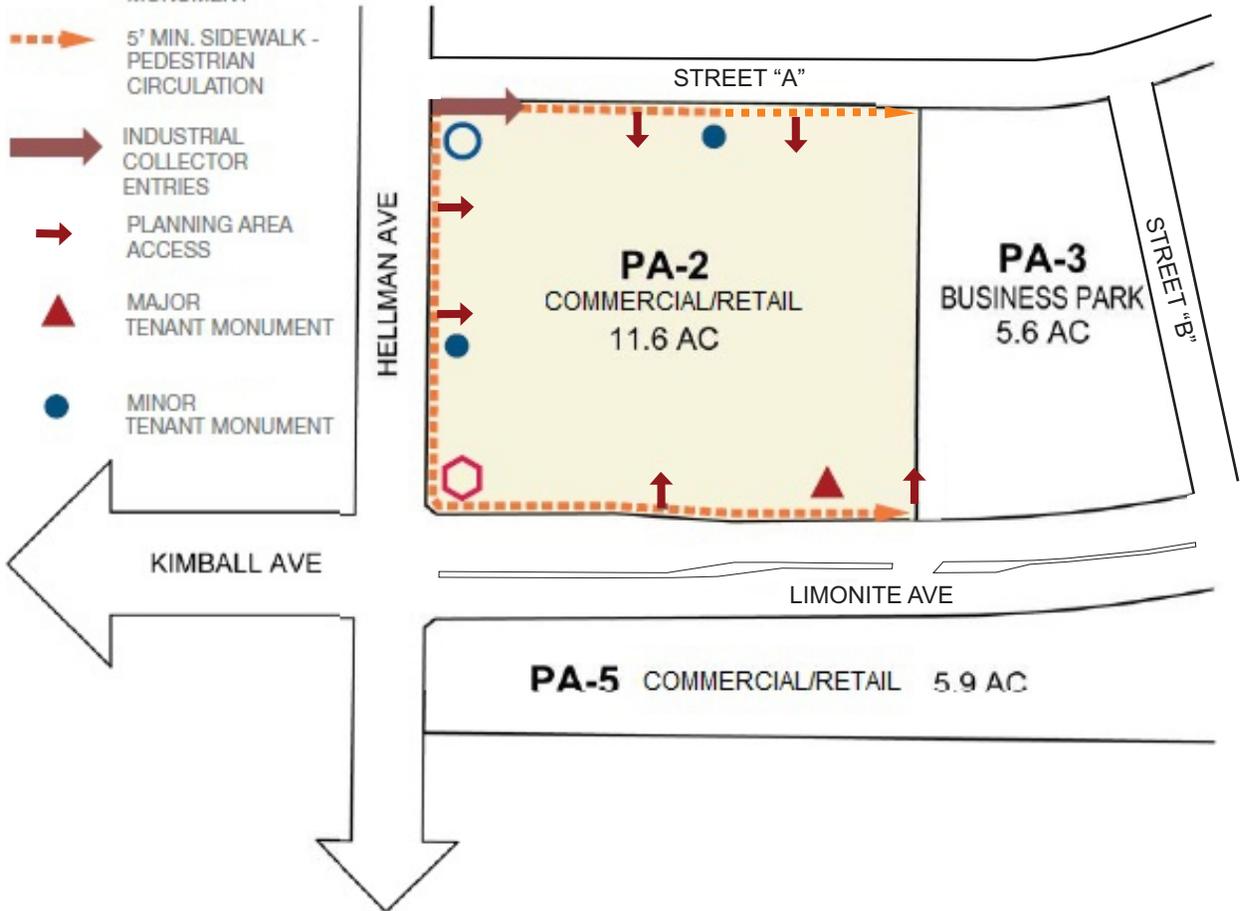
#### Planning Standards

- 1) Access to Planning Area 2 shall be provided from Hellman Avenue, Limonite Avenue, and Street A. Future development design may permit internal access between Planning Area 2 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project as further described in Section 3.5.
- 3) A Ranch at Eastvale Primary Monument shall be provided at the southwest corner of the planning area, as described in Section 3.6.
- 4) A Ranch at Eastvale Secondary Monument shall be provided at the northwest corner of the planning area, as described in Section 3.6.
- 5) A Major Tenant Monument may be provided along a minimum of one entry road/driveway accessing Planning Area 2 from Limonite Avenue as described in Section 3.6.
- 6) A Minor Tenant Monument may be provided along a minimum of one entry road/driveway accessing Planning Area 2 from Hellman Avenue and along a minimum of one entry road/driveway accessing Planning Area 2 from Street A to the north of Planning Area 2 as described in Section 3.6.
- 7) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 8) Please refer Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

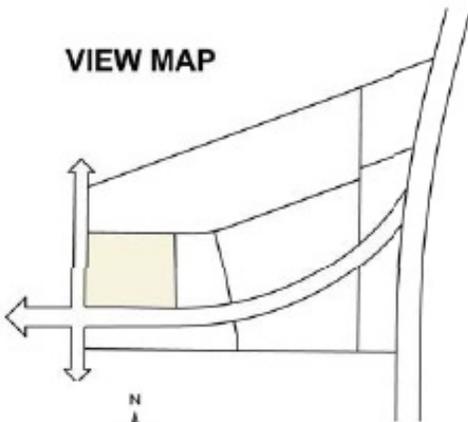
**LEGEND**

-  THE RANCH AT EASTVALE PRIMARY MONUMENT
-  THE RANCH AT EASTVALE SECONDARY MONUMENT
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  INDUSTRIAL COLLECTOR ENTRIES
-  PLANNING AREA ACCESS
-  MAJOR TENANT MONUMENT
-  MINOR TENANT MONUMENT

**Planning Area 2**  
COMMERCIAL/RETAIL  
11.6 Acres



**VIEW MAP**



Not to Scale

Figure 2-15  
Planning Area 2

### 2.5.3 Planning Area 3: Business Park

Planning Area 3 in the west central internal portion of The Ranch at Eastvale Specific Plan north of Limonite Avenue, depicted in **Figure 2-16, Planning Area 3**, provides for the development of approximately 5.6 acres of business park land uses. The Target Development Intensity for this planning area is 120,000 square feet with building sizes not to exceed 120,000 square feet.

#### Land Use and Development Standards

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

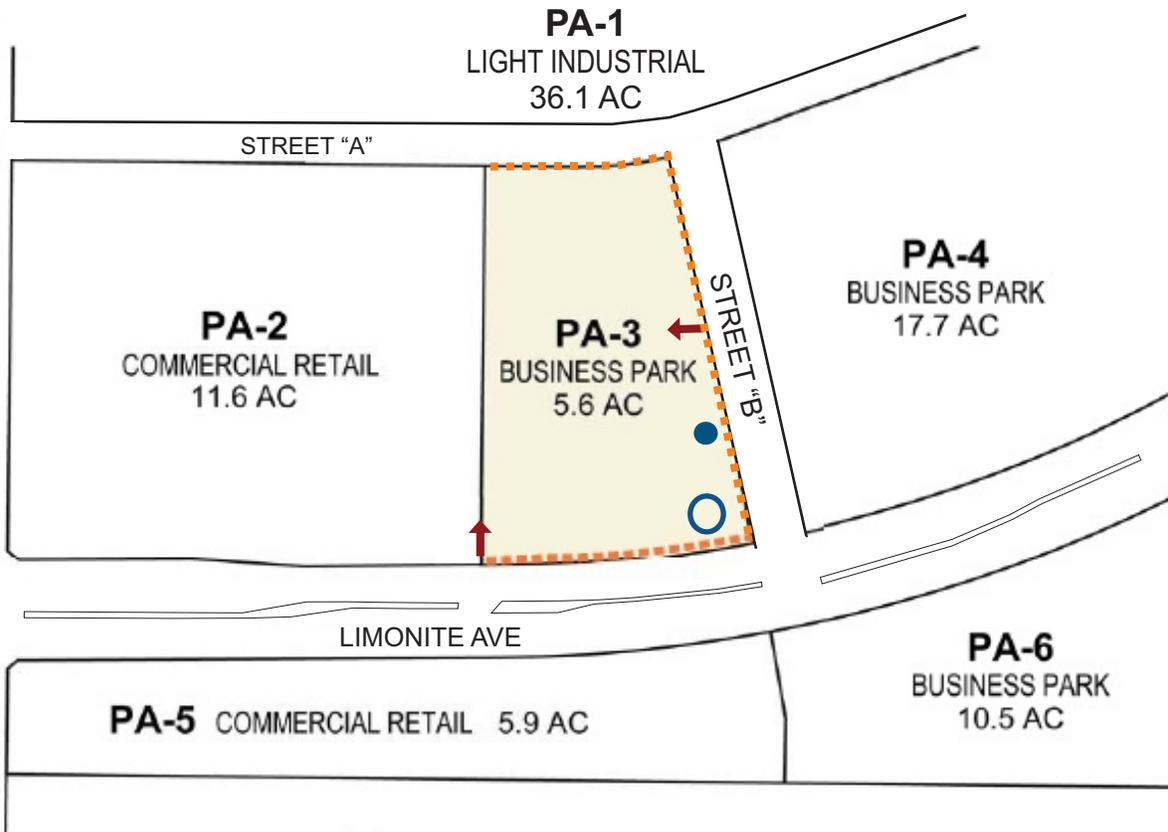
#### Planning Standards

- 1) Access to Planning Area 3 shall be provided from Limonite Avenue and Street B. Future development design may permit internal access between Planning Area 3 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project as further described in Section 3.5.
- 3) A Ranch at Eastvale Secondary Monument shall be provided at the southeast corner of the planning area, as described in Section 3.6.
- 4) A Minor Tenant Monument may be provided along a minimum of one entry road/driveway accessing Planning Area 3 from Street B as described in Section 3.6.
- 5) Please refer to Sections 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 6) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

**LEGEND**

-  THE RANCH AT EASTVALE SECONDARY MONUMENT
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  PLANNING AREA ACCESS
-  MINOR TENANT MONUMENT

**Planning Area 3**  
BUSINESS PARK  
5.6 Acres



**VIEW MAP**

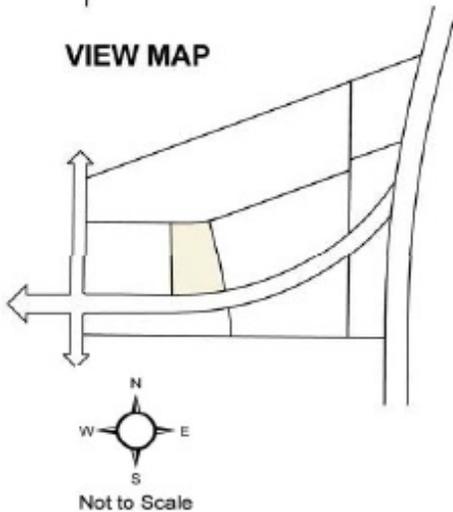


Figure 2-16  
Planning Area 3

#### **2.5.4 Planning Area 4: Business Park**

Planning Area 4 in the central portion of The Ranch at Eastvale Specific Plan as depicted in **Figure 2-17, Planning Area 4**, provides for the development of approximately 17.7 acres of business park uses. The Target Development Intensity for this planning area is 316,000 square feet with building sizes not to exceed 235,000 square feet within Planning Area 4.

#### **Land Use and Development Standards**

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

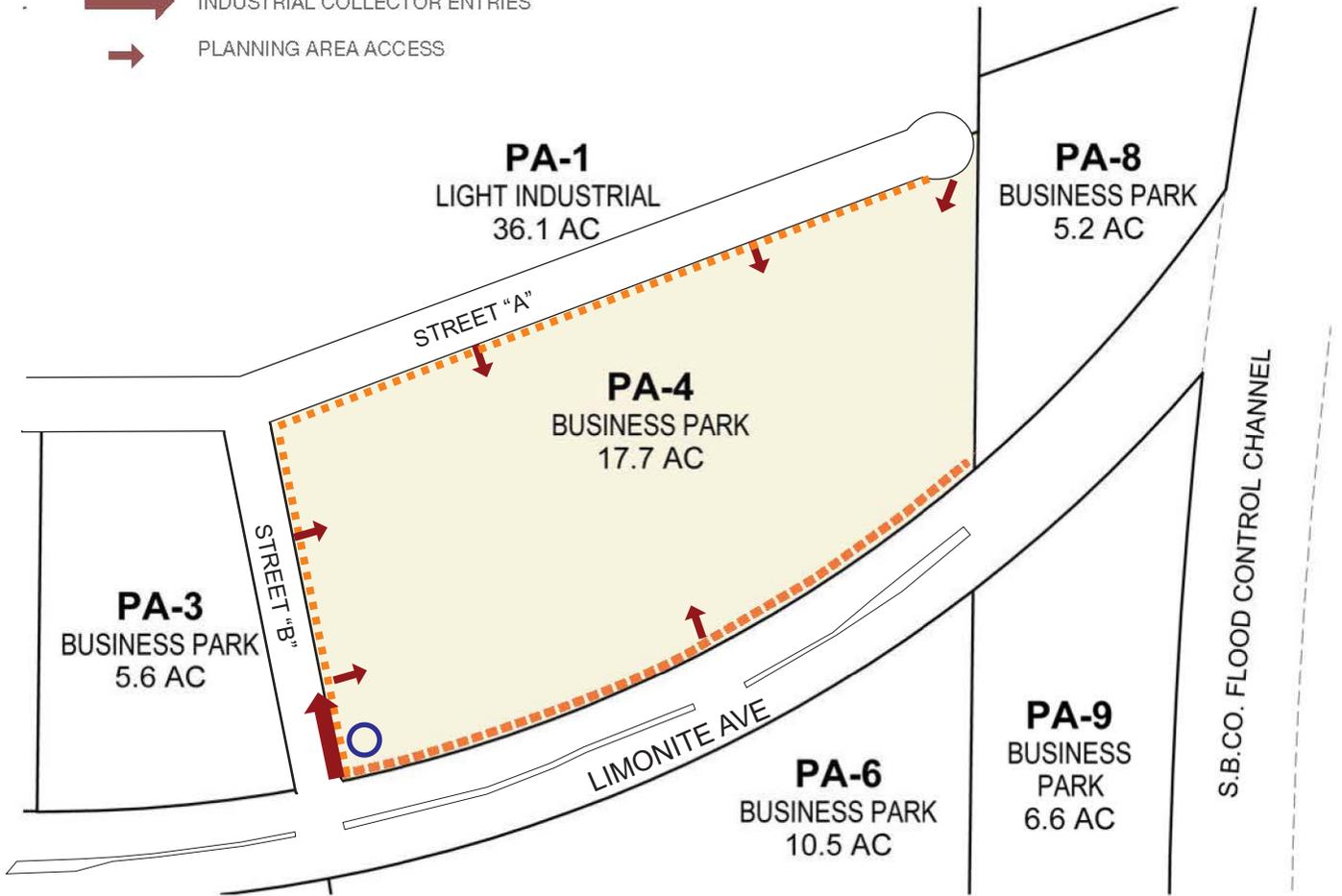
#### **Planning Standards**

- 1) Access to Planning Area 4 shall be provided from Limonite Avenue, Street A, and Street B. Future development design may permit internal access between Planning Area 4 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project.
- 3) A Ranch at Eastvale Secondary Monument shall be provided at the southwest corner of the planning area, as described in Section 3.6.
- 4) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 5) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

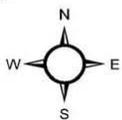
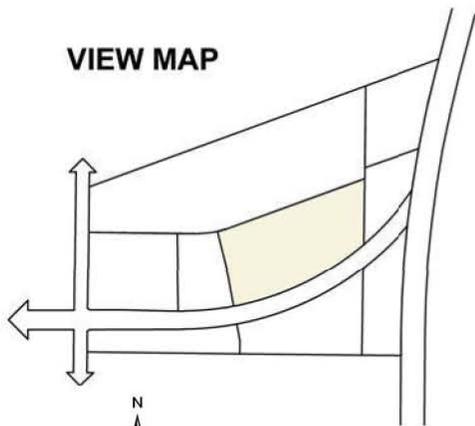
**LEGEND**

-  THE RANCH AT EASTVALE SECONDARY MONUMENT
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  INDUSTRIAL COLLECTOR ENTRIES
-  PLANNING AREA ACCESS

**Planning Area 4**  
BUSINESS PARK  
17.7 Acres



**VIEW MAP**



Not to Scale

Figure 2-17  
Planning Area 4

### 2.5.5 Planning Area 5: Commercial Retail

Planning Area 5 in the southwestern portion of site located south of Limonite Avenue and east of Hellman Avenue as depicted in **Figure 2-18, Planning Area 5**, provides for the development of approximately 5.9 acres of commercial retail land uses. The Target Development Intensity for this planning area is 50,000 square feet with no limitation on building size.

#### Land Use and Development Standards

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

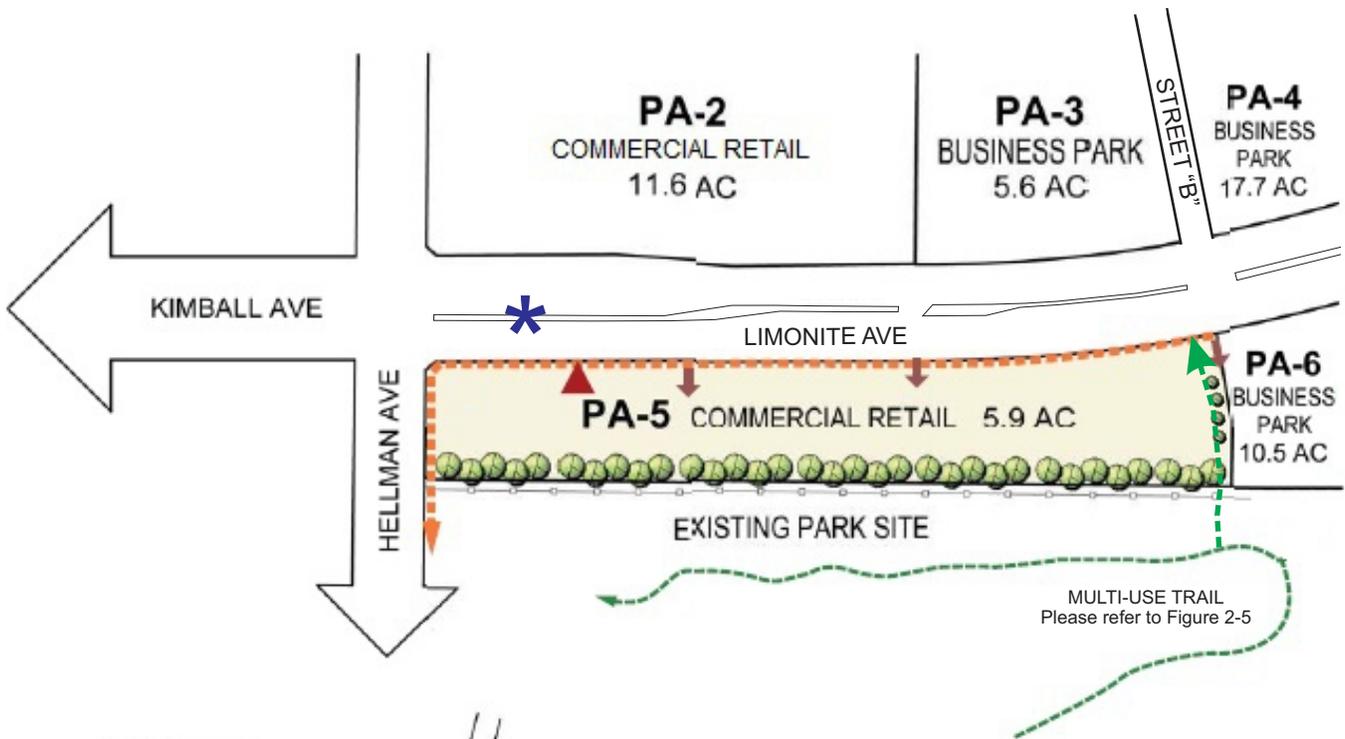
#### Planning Standards

- 1) Access to Planning Area 5 shall be provided from Limonite Avenue. Future development design may permit access from Hellman Avenue and internal access between Planning Area 5 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads, the trail connection to American Heroes Park, and internal pathways to individual businesses that provide connections throughout the project.
- 3) City of Eastvale Monument shall be provided within the Limonite median east of the intersection of Hellman Avenue and Limonite Avenue, or at an alternative location to be determined by the City.
- 4) A Major Tenant Monument may be provided along a minimum of one entry road/driveway accessing Planning Area 5 from Limonite Avenue as described in Section 3.6.
- 5) A tree and shrub buffer treatment (with a minimum of 10 feet in depth) shall be provided within the required setback between the commercial area and the park to the south. The shrub buffer will be implemented consistent with Sections 3.7, and 4.3.
- 6) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 7) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

**LEGEND**

-  THE CITY OF EASTVALE MONUMENT
-  MAJOR TENANT MONUMENT
-  PROPERTY BOUNDARY FENCE
-  TREE EDGE AND SHRUB BUFFER
-  PLANNING AREA ACCESS
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  JCSD MULTI-USE TRAIL (OFF-SITE CLASS 1)

**Planning Area 5**  
COMMERCIAL RETAIL  
5.9 Acres



**VIEW MAP**

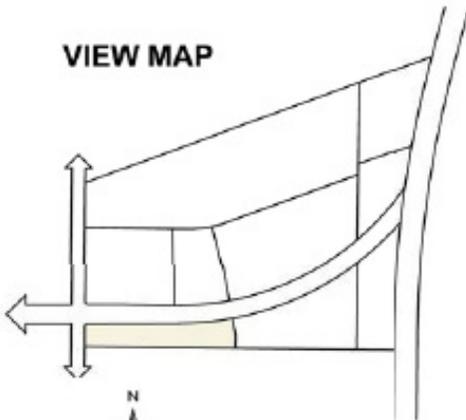


Figure 2-18  
Planning Area 5

### 2.5.6 Planning Area 6: Business Park

Planning Area 6 in the central portion of The Ranch at Eastvale Specific Plan along Limonite Avenue as depicted in **Figure 2-19, Planning Area 6**, provides for the development of approximately 10.5 acres of business park land uses. The Target Development Intensity for this planning area is 88,000 square feet with building sizes not to exceed 40,000 square feet.

### Land Use and Development Standards

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

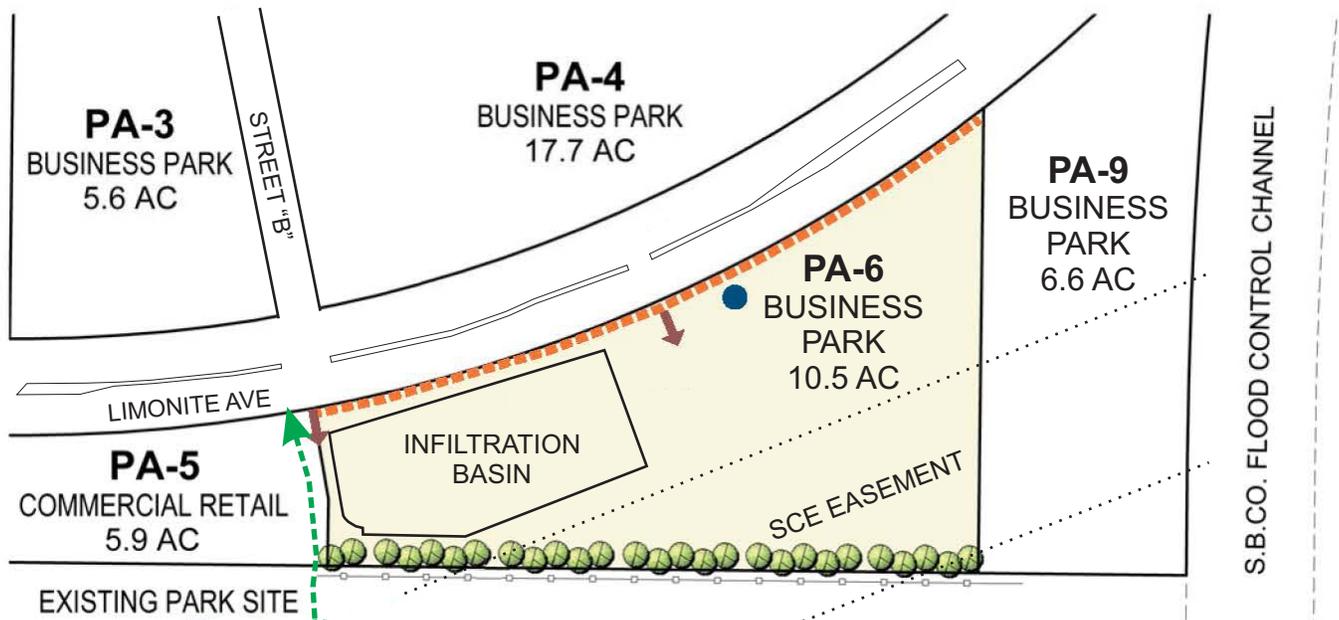
### Planning Standards

- 1) Access shall be provided from Limonite Avenue. Future site design may permit internal access between Planning Area 6 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project.
- 3) A Minor Tenant Monument may be provided along a minimum of one entry road/driveway accessing Planning Area 6 from Limonite Avenue as described in Section 3.6.
- 4) Detention basin location and configuration will be determined by final site and grading plans as reviewed and approved by the City. The detention basin shall be a) screened with plants or fencing, b) landscaped in a manner consistent with the approved landscaped plans for surrounding properties, and/or c) designed to serve as functional open space. If the Planning Area 6 basin decreases in size when compared to the concepts presented herein, the resulting area(s) will be added to Planning Area 6.
- 5) A tree and shrub buffer treatment, with a minimum of 10 feet in depth, shall be provided within the required setback between the planning area and the park to the south. The buffer will be implemented along the southern boundary of Planning Area 6, consistent with Sections 3.7 and 4.3. Coordination with Southern California Edison will be required, and may determine an acceptable location and alignment of this feature. If the planter area cannot be located within 50 feet of the park boundary, the City Planning Director shall have authority to delete or modify this requirement.
- 6) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 7) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

**LEGEND**

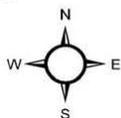
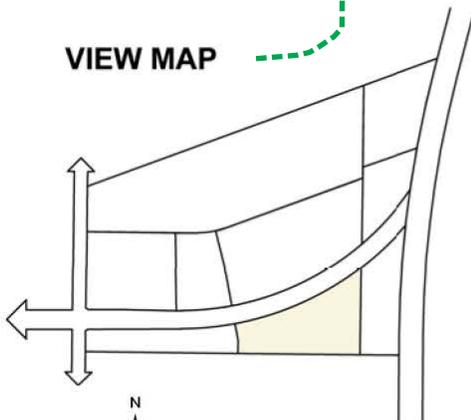
-  MINOR TENANT MONUMENT
-  PROPERTY BOUNDARY FENCE
-  TREE EDGE AND SHRUB BUFFER\*
-  PLANNING AREA ACCESS
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  JCS D MULTI-USE TRAIL (OFF-SITE CLASS 1)

**Planning Area 6**  
BUSINESS PARK  
10.5 Acres



\* Note: Final location of tree and shrub buffer to be determined in coordination with the City and SCE.

**VIEW MAP**



Not to Scale

Figure 2-19  
Planning Area 6

### 2.5.7 Planning Area 7: Light Industrial

Planning Area 7 located in the northeast corner of The Ranch at Eastvale Specific Plan as depicted in **Figure 2-20, Planning Area 7**, provides for the development of approximately 8.4 acres of light industrial land uses. The Target Development Intensity for this planning area is 156,937 square feet.

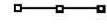
#### Land Use and Development Standards

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

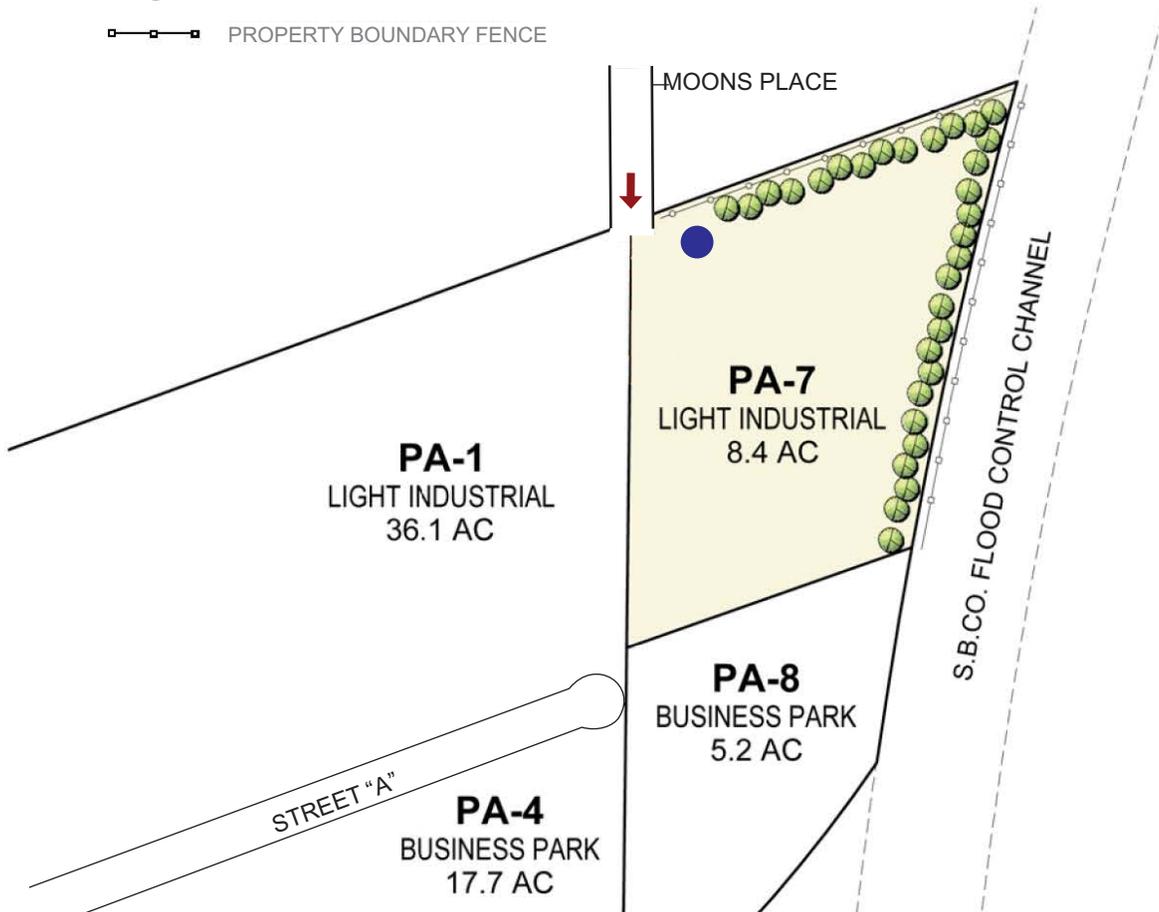
#### Planning Standards

- 1) Access to Planning Area 7 shall be provided from the north via Moons Place and public streets or private easements within the City of Chino. Future development design may permit internal access between Planning Area 7 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project.
- 3) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 4) Drainage plan concepts and standards are discussed at Section 2.2.2. In the event that Drainage Option A is utilized for the Specific Plan, the area reserved for the concrete interceptor channel (required under Drainage Option B) will become available for integration into future development plans for Planning Area 7.
- 5) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.
- 6) A tree and shrub buffer treatment will be implemented along the northern and eastern property line of Planning Area 7, consistent with Section 3.7, Guideline 5.

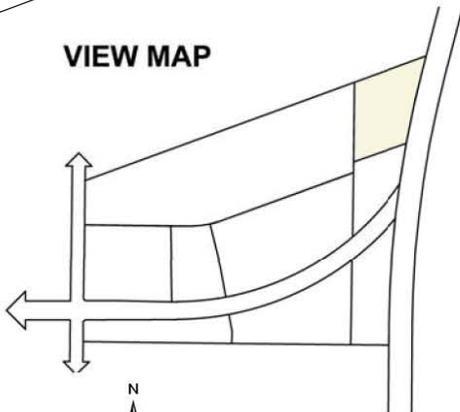
**LEGEND**

-  TREE EDGE AND SHRUB BUFFER
-  PLANNING AREA ACCESS
-  TENANT SIGNAGE
-  PROPERTY BOUNDARY FENCE

**Planning Area 7**  
LIGHT INDUSTRIAL  
8.4 Acres



**VIEW MAP**



Not to Scale

Figure 2-20  
Planning Area 7

### **2.5.8 Planning Area 8: Business Park**

Planning Area 8 located at the center of the eastern project boundary and on the north side of Limonite Avenue as depicted in **Figure 2-21, Planning Area 8**, provides for the development of approximately 5.2 acres of business park land uses. The Target Development Intensity for this planning area is 122,216 square feet.

#### **Land Use and Development Standards**

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

#### **Planning Standards**

- 1) Access to Planning Area 8 shall be provided from Street A and may be provided from Limonite Avenue. Future development design may permit internal access between Planning Area 8 and adjoining planning areas.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project.
- 3) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 4) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.
- 5) A tree and shrub buffer treatment will be implemented along the eastern property line of Planning Area 8 (along the flood control channel), consistent with Section 3.7, Guideline 5.

**LEGEND**

-  TENANT SIGNAGE
-  TREE EDGE AND SHRUB BUFFER
-  INDUSTRIAL COLLECTOR ENTRY
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  PROPERTY BOUNDARY FENCE

**Planning Area 8**  
BUSINESS PARK  
5.2 Acres

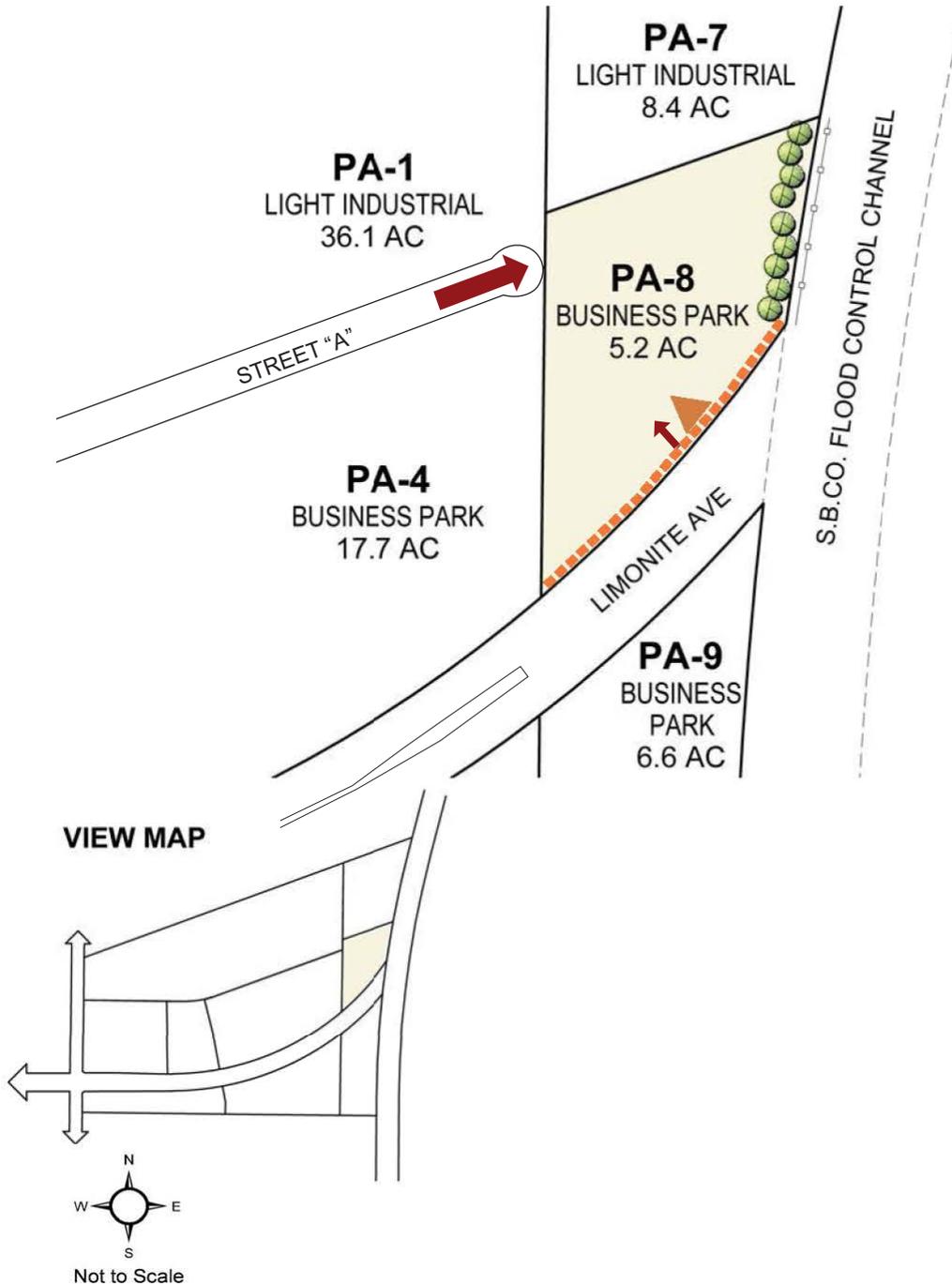


Figure 2-21  
Planning Area 8

### **2.5.9 Planning Area 9: Business Park**

Planning Area 9 located at the southeast corner of the project between the southern project boundary and the south side of Limonite Avenue as depicted in **Figure 2-22, Planning Area 9**, provides for the development of approximately 6.6 acres of business park land uses. The Target Development Intensity for this planning area is 155,121 square feet.

### **Land Use and Development Standards**

For permitted land uses and development standards such as setbacks and yard requirements, refer to Table 2-2, Allowable Land Uses and Table 2-3, Development Standards, except as otherwise provided for in the text and exhibits of this Specific Plan.

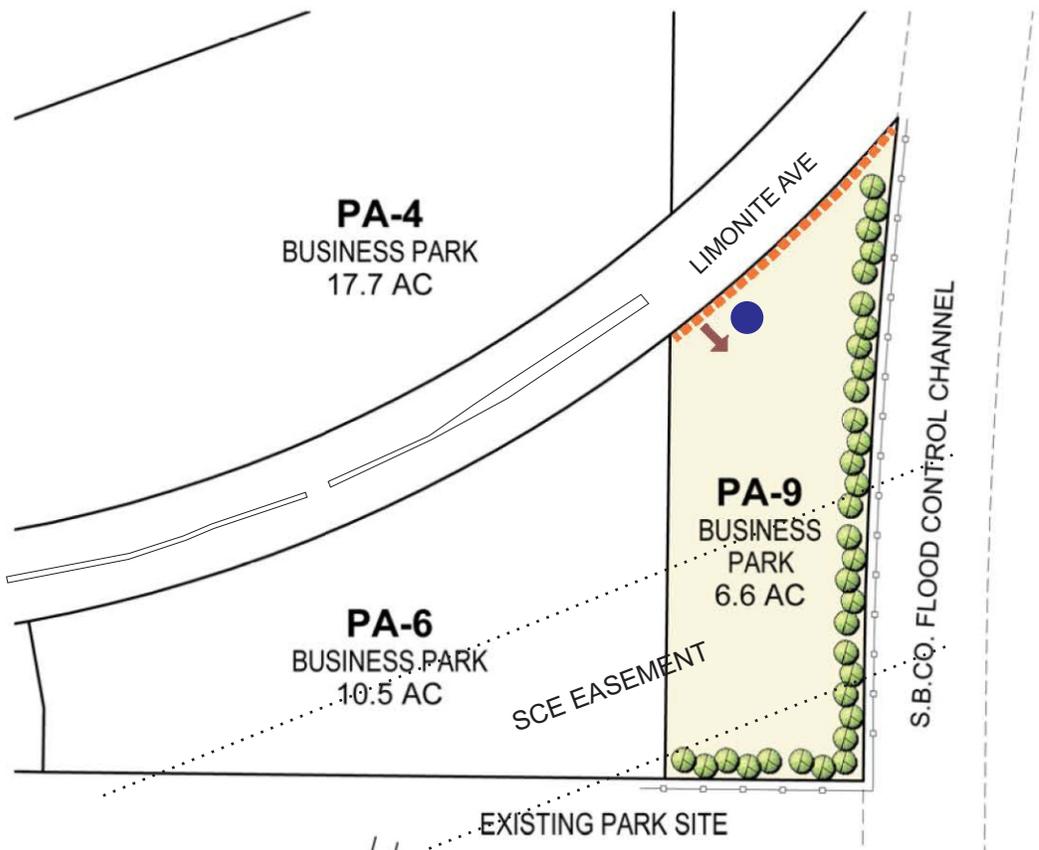
### **Planning Standards**

- 1) Access to Planning Area 9 shall be provided from Limonite Avenue subject to approved traffic standards in effect for the planning area at the time of development.
- 2) Pedestrian access is by way of sidewalks along roads and internal pathways to individual businesses that provide connections throughout the project.
- 3) A tree and shrub buffer treatment with (a minimum of 10 feet in depth) shall be provided along the eastern and southern property line of Planning Area 9. The shrub buffer will be implemented consistent with Sections 3.7 and 4.3. Coordination with Southern California Edison will be required, and may determine an acceptable location and alignment of this feature. If the planter area cannot be located within 50 feet of the park boundary, the City Planning Director shall have authority to delete or modify this requirement.
- 4) Please refer to Section 3.0 for specific Design Guidelines & Standards and other related design criteria and to Section 4.0 for specific Landscape Guidelines & Standards.
- 5) Please refer to Sections 2.2 through 2.5 for Development Plans and Standards that apply site-wide.

**LEGEND**

-  TREE EDGE AND SHRUB BUFFER
-  PLANNING AREA ACCESS
-  5' MIN. SIDEWALK - PEDESTRIAN CIRCULATION
-  PROPERTY BOUNDARY FENCE
-  TENANT SIGNAGE

**Planning Area 9**  
BUSINESS PARK  
6.6 Acres



**VIEW MAP**

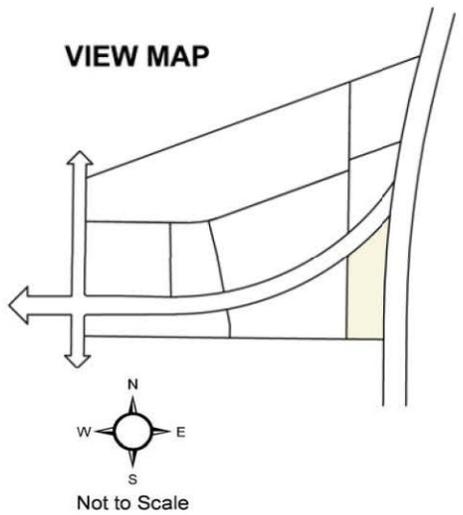


Figure 2-22  
Planning Area 9

## 2.6 Specific Plan Administration

### 2.6.1 Interpretation

In the event that there are conflicts between the proposed Specific Plan regulations and the provisions of the City of Eastvale Municipal Code, the provisions of the Specific Plan shall prevail.

In case of uncertainty or ambiguity to the meaning or intent of any provision of this Specific Plan, the Planning Director (Director) has the authority to interpret the intent of the provision. The Director has the authority to make interpretations and approve modifications to this Specific Plan, including the determination that a proposed project exceeds the flexibility, rules, and intent of the Specific Plan. In the latter case, an amendment to the Specific Plan would be necessary. The Director's determination shall be rendered within 15 working days of a request for interpretation.

The Planning Director may, at their discretion, refer interpretations to the Planning Commission for consideration and action. Such a referral shall be accompanied by an analysis of issues related to the interpretation. All interpretations made by the Director may be appealed to the Planning Commission, and subsequently the City Council.

### 2.6.2 Severability

If any section, subsection, sentence, clause, or phrase of this Specific Plan, or future amendments or additions hereto, is for any reason held to be invalid or unconstitutional by the decision of any court, such decision shall not affect the validity of the remaining portions of the plan.

### 2.6.3 Approval Authority

The Planning Director shall be responsible for administering, interpreting, and enforcing all requirements and standards of the Specific Plan, including the acceptance and processing of all land use permit applications. The Director is also the final approval authority for the following:

- Substantial Conformance Interpretation Determination;
- Minor Development Plan Review, including Architectural Review;
- Sign Permits;
- Modification to Master Sign Program;
- Zoning Clearance for building permits;

- Certificates of Occupancy; and
- Temporary Use Permits.

The Planning Commission is the final approval authority for Major Development Review applications including but not limited to:

- Conditional Use Permits
- Adjustments
- Tentative Maps

The City Council is the final approval authority for Specific Plan Amendments and Final Maps.

#### **2.6.4 Environmental Review and Authority**

The evaluation of environmental impacts for The Ranch at Eastvale Specific Plan is contained in Environmental Impact Report (EIR) No. 498 prepared by the County of Riverside for Specific Plan No. 358 (The Ranch at Eastvale Specific Plan). Pursuant to Section 15183 of the State California Environmental Quality Act (CEQA) Guidelines, implementing development projects which do not result in worsening of significant impacts identified in the EIR than the development evaluated in EIR No. 498 or new significant impacts shall not require additional environmental review, except as might be necessary to make this determination. The Planning Director will make the determination of what level of CEQA documentation is appropriate and may require technical information necessary to do so. The Planning Commission will make CEQA compliance determinations for all implementing projects that require a Subsequent or Supplemental EIR.

#### **2.6.5 Review and Approval of Implementing Development Proposals**

In addition to the approval process identified within Section 2.6.3, above, the review and approval of subsequent development proposals will be accomplished by the means of the following processes.

##### **Substantial Conformance Interpretation Determination**

Where there is a question or ambiguity regarding the interpretation of any provision of the Specific Plan, the Planning Director has the authority to interpret the intent of the provision, however the spirit and intent of The Ranch at Eastvale should be the guide in making the interpretation. All interpretations are subject to appeal to the Planning

Commission and the City Council per the procedures contained within the Zoning Code that is in effect at the time of the appeal.

### **Minor Development Review**

Development proposals are considered to comport with the Specific Plan and its requirements provided that such development is consistent with the land uses permitted within the Specific Plan (Table 2-2) and do not exceed the Maximum Development Intensity per planning area as shown in Table 2-1; and the overall Specific Plan does not exceed 1,812,274 square feet. Such developments shall be approved consistent with the procedures set forth in Section 2.1.B of the City of Eastvale Zoning Code, Minor Development Review.

### **Major Development Review**

Projects that do not qualify for a Minor Development Review require a Major Modification. The filing, processing approval process of a Major Modification shall be considered pursuant to Section 2.1.C of the Eastvale Zoning Code, or correlating provisions of the Municipal Code effective at the time of development permit application(s).

### **Conditional Use Permits**

Uses requiring the approval of a conditional use permit are identified in Table 2-2 of this Specific Plan with a "C" symbol. Uses requiring a conditional use permit shall be subject to the filing, required findings, notification, hearing, and appeal procedures identified in Section 2.2 of the Eastvale Zoning Code, or correlating provisions of the Municipal Code effective at the time of development permit application(s).

### **Adjustments**

Where practical difficulties or unnecessary hardships would occur as a result of the strict interpretation and application of the provisions of this Specific Plan, an adjustment may be considered subject Section 2.3 of the Eastvale Zoning Code, or correlating provisions of the Municipal Code effective at the time of development permit application(s).

### **Specific Plan Amendments**

Approval of this Specific Plan indicates acceptance by the City Council of a general framework for community development. Part of that framework establishes specific development standards that constitute the zoning regulations for the Specific Plan. It is anticipated that certain modifications to the Specific Plan text, exhibits, and/or

development mix may be necessary during the lifetime of the project. Any modifications to the Specific Plan text shall occur in accordance with the objectives and intent set forth herein.

Amendments may be requested at any time pursuant to Section 65453(a) of the Government Code, or correlating provisions of the Municipal Code effective at the time of development permit submittal(s). Depending upon the nature of the proposed Specific Plan amendment, a supplemental environmental analysis may be required, pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15162.

Any Specific Plan Amendment initiated by an applicant shall require preliminary review by the Planning Director, filing of an official application and required materials supporting the amendment, and submittal of a fee deposit prior to Planning Commission and City Council review. All amendments to this Specific Plan shall be adopted by ordinance and shall take effect 30 days after final adoption by the City Council.

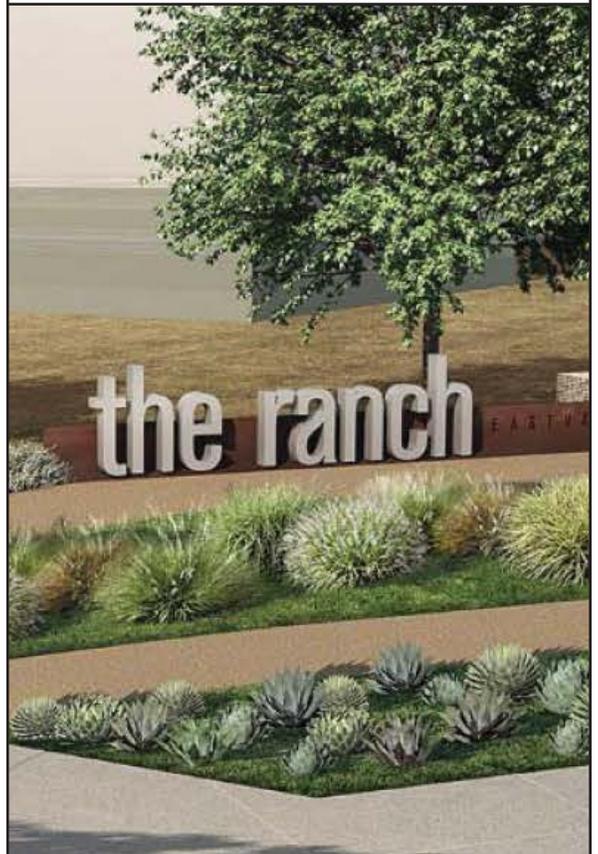
### **2.6.6 Appeals**

Appeals from any determination of the Planning Director may be made by any applicant(s) or other aggrieved party filing an application, on forms provided by the City of Eastvale, and accompanied by the appropriate filing fee, where applicable, within ten (10) days following the final date of action for which an appeal is made. Appeals shall be processed consistent with the provisions of the City of Eastvale Code.

### **2.6.7 Sunset Provision**

The City may initiate an amendment or revocation proceeding on all or any portion of this Specific Plan if a development proposal for all or any portion of the Specific Plan has not been submitted within twenty (20) years of the City Council's adoption of the Specific Plan.

**Section 3.0**  
*Design*  
*Guidelines*



### 3.0 DESIGN GUIDELINES & STANDARDS

As stated in Chapter 2.0, development standards will be interpreted as required development features of the project and development guidelines will be interpreted as recommendations. Variations from guidelines in implementing projects will be administratively approved by the Planning Department and an amendment to the Specific Plan or a minor revision shall not be required. The City Planning Director will determine the required level of review/application required for any variations from development standards in implementing projects, in accordance with Section 2.6.

### 3.1 Architectural Theme

Mid-Century Modern (“Modern”) design concepts will be reflected in all project buildings, establishing the overall architectural theme for the project. Mid-century modern is an architectural, interior, product and graphic design that generally describes mid-20<sup>th</sup> century developments from roughly 1933 to 1965. The Modern architectural theme is expressed through clean lines, simple shapes, and unornamented façades. Typical materials employed include: reinforced concrete, glass, and steel. A Modern architectural theme will serve as the overriding design guideline for all implementing development projects within the Specific Plan area.

### 3.2 Architecture

Within the context of the overall Modern architectural theme for the project, the following elements and considerations should be incorporated into building designs.



#### 3.2.1 Industrial/Business Park Guidelines

- **Flat planes** – Buildings should include strong geometric lines which are regular and rigorous.
- **Architectural Aluminum Features** – Buildings should include architectural aluminum features such as “eyebrows” above the office window lines. The eyebrows create long horizontal shadow lines which will be featured at prominent points such as building entries.
- **Window Forms** – Proportioned to emphasize the wall and solid forms.

- **Window Materials** – Anodized aluminum frames with clear or tinted glazing. The glazing proposed is a blue-green hue which picks up and complements the landscape palette for the project.
  - **Clerestory Glazing** – Clerestory glazing should be utilized to allow light penetration into the warehouse/assembly areas.
  - **Large, prominent design element** – Buildings should include a strong design element(s) to create visual interest that naturally draws people to the primary entry.
  - **Building Body Color Palette** – The building color palette should be heavily focused on the warm color themes including earth tones and planting/landscape colors. Standard building wall colors should range from light warm grays to tan/beige hues.
  - **Articulation of Building Façades** – Façades that face public streets and/or on-site public areas should receive greater attention to design details and articulation than those that are less visible or screened from pedestrians or automobiles to create visual interest and human-scale elements. This can be accomplished through the use of design elements such as:
    - Windows
    - Arcades
    - Trellises
    - Awnings
- 
- **Primary Materials** – Painted concrete tilt-up is the primary structure of industrial buildings. Building articulation, entries, corners, towers or other key areas should utilize additional materials and/or elements such as:
    - Metal accent elements
    - Steel beams
    - Metal trellises
    - Stone
    - Marble or tile
    - Split-faced concrete block
    - Plastered elements
    - Textured concrete or other materials
    - Protruding crown molding
    - Stepped parapets
    - Wall lighting
  - **Roof Elements** – Flat overhanging roofs and eaves forming covered entries or loggias are encouraged. Parapets must extend high enough to block views of the roof itself

and all roof-mounted equipment. Although the majority of roof areas may be flat, the massing of visible elevations should be broken-up with elements such as variation in roof heights or parapet treatments with architectural details.

- **Shading Elements** – Provide shade such as wood (or wood-looking metal) trellises, larger overhangs for outdoor seating for shade.



*Examples of Modern Architectural Elements*

### 3.2.2 Industrial/Business Park Standards

- **Building Entries** – Individual building entries shall feature distinctive elements which make them easily recognizable as the entry and provide an architectural focal point. Color and other accents which complement the building body colors and design will be used. These colors and design elements will be intermixed throughout the project to give individual identity and variety to building entry locations. All building accents, whether painted concrete, glass and aluminum, or other features need to tie back to the prevailing color themes in the landscaping and signage in the Specific Plan.
- **Extensive Glazing** – Larger buildings shall incorporate extensive amounts of glazing at the main entries. Smaller buildings will also feature healthy glazing ratios in keeping with building massing and scale.



- **Articulation of Building Façades** – No building façade visible to Limonite or Hellman Avenue shall have an uninterrupted length of wall measuring greater than 130 feet which does not include architectural design element(s) which interrupt the effect of the long wall, such as:
  - Change in texture
  - Change in color
  - Change in material
  - Change in plane
  - Lattice or trellis elements
  - Pilasters
  - Other design elements

If a façade visible to Limonite or Hellman Avenue exceeds 250 feet in length, greater/different articulation is required every 250 feet, such as:

- Change in parapet height
  - Larger/different version of elements in use to meet the 130-foot requirement
- **Rooftop Equipment** – Roof-mounted equipment shall be screened from views from public streets and pedestrian-level views from walks, courtyards, entries and parking lots through the use of parapets, screen walls, equipment wells, mechanical room enclosures, and similar design features. Where possible, integrate rooftop equipment into the overall mass of a building. Screening devices other than parapet walls should be designed as an integral element of the building mass. Picket fencing, chain-link fencing, and metal boxes are not acceptable. The top of screening method should be at least as high as the top of the equipment.
  - **Loading Area Screen Walls** – All screen walls for industrial facilities must be integrally designed to complement the building architecture.
  - **Employee Break Areas** – Outdoor amenities shall be provided. Specific Plan land uses shall provide outdoor employee break areas to encourage the use of outdoor spaces for relaxation, socializing and informal gatherings. These areas shall be connected to main proximate building entries/exits via defined landscaped paths. Employee break areas will include enhanced paving, seat walls, trash receptacles, bike racks, tables and chairs. All outdoor break areas will include some form of shading, either from trees, trellises or umbrellas.

### 3.2.3 Commercial Retail Guidelines

- **Flat planes** – Buildings should include strong geometric lines which are regular and rigorous.
- **Architectural Aluminum Features** – Buildings should include architectural aluminum features such as “eyebrows” above the window lines. The eyebrows create long horizontal shadow lines which will be featured at prominent points such as building entries.
- **Window Forms** – Proportioned to emphasize the wall and solid forms.
- **Window Materials** – Anodized aluminum frames with clear or tinted glazing. The glazing proposed is a blue-green hue which picks up and complements the landscape palette for the project.
- **Shaded Walkways** – The building itself should create shaded areas and walkways, where feasible. Such shaded areas can be created through the use of colonnades where upper building floors project further out than the first floor. In modern styles these are often cantilevered but if supporting columns are used, they should be placed to define the arcade and frame the building façade aligning with doors and windows. Freestanding colonnades are encouraged for pedestrian connectivity.
- **Building Accents** – All building accents, whether painted concrete, glass and aluminum, or other features need to tie back to the prevailing color themes in the landscaping and signage in the Specific Plan.
- **Articulation of Building Façades** – Façades that face public streets and/or on-site public areas should receive greater attention to design details and articulation than those that are less visible or screened from pedestrians or automobiles to create visual interest and human-scale elements. This can be accomplished through the use of design elements such as:
  - Windows
  - Arcades
  - Trellises
  - Awnings
- **Primary Materials** – Painted concrete tilt-up is the primary structure of industrial buildings. Building articulation, entries, corners, towers or other key areas should utilize additional materials and/or elements such as:
  - Metal accent elements
  - Steel beams



- Metal trellises
  - Stone
  - Marble or tile
  - Split-faced concrete block
  - Plastered elements
  - Textured concrete or other materials
  - Protruding crown molding
  - Stepped parapets
  - Wall lighting
- **Roof Elements** – Buildings should be crowned with a discernible roof edge feature(s). Flat overhanging roofs and eaves forming covered entries or loggias are encouraged. Although in the modern style, the majority of roof areas may be flat, the massing of visible elevations should be broken-up with elements such as variation in roof heights or parapet treatments with architectural details such as:
    - Towers
    - Protruding crown molding
    - Roof corbels supporting overhangs
    - Stepped parapets
    - Change in texture of the building body material

### 3.2.4 Commercial Retail Standards

- **Architectural style** – One architectural style shall apply to all buildings within a commercial retail planning area. Variation within the chosen style and materials theme for a planning area is encouraged through simple changes such as color and entry treatments. The Planning Director may grant complete variation from the style for major national retail chains that have to maintain certain characteristics for identification.
- **Detailing** – An attractive appearance to all façades shall be provided through careful detailing, especially at the base of buildings, along eaves, parapets, and around entries and windows. Appearance may also be enhanced through the correct use of expansion joints and reveals. Downspouts shall be concealed on façades visible from the streets unless they are designed as an integral part of the architecture and formed from accepted trim materials of naturally finished wood or steel.
- **Articulation of Building Façades** – No commercial building façade visible to the public shall have an uninterrupted length of wall measuring greater than 65 feet

which does not include architectural design element(s) which interrupt the effect of the long wall, such as:

- Change in texture
  - Change in color
  - Change in material
  - Change in plane
  - Lattice or trellis elements
  - Pilasters
  - Decorative light fixtures
  - Material inlays
  - Variation within the architectural style
  - Murals, graphics
  - Other design elements
- **Rooftop Equipment** – Roof-mounted equipment shall be screened from views from public streets and pedestrian-level views from walks, courtyards, entries and parking lots through the use of parapets, screen walls, equipment wells, mechanical room enclosures, and similar design features. Where possible, integrate rooftop equipment into the overall mass of a building. Screening devices other than parapet walls should be designed as an integral element of the building mass. Picket fencing, chain-link fencing, and metal boxes are not acceptable. The top of screening method shall be at least as high as the top of the equipment.
  - **Building Entries** – Individual building entries shall feature distinctive elements which make them easily recognizable as the entry and provide an architectural focal point. Color and other accents which complement the building body colors and design shall be used. Building offsets or recesses should be used to accentuate building entries and form courtyards.
  - **Windows and Doors** – Windows and doors shall be designed to include but are not limited to:
    - Recessing or protruding surrounds of not less than four inches
    - Trim elements
    - Headers and sills
    - Awnings (Cloth awnings are discouraged and continuous awnings on an entire building should be avoided)
    - Mullion patterns as appropriate to the architectural style

- **Four-sided Architecture** – Unless an acceptable alternative is approved by the City, all materials shall wrap architectural elements in their entirety especially on all elevations which are visible to the public.
- **Building Entries** – Provide defined building entrances and entry access points that are easily located from a distance by pedestrians and/or vehicular traffic.
- **Site Integration** – Project a positive public image, enhancing the function and aesthetics of the center by integrating buildings with landscape and/or structural elements.
- **Large, prominent design element** – Buildings shall include a strong design element(s) such as towers to create visual interest and draw people to primary entries and pedestrian courtyards.
- **Stone Accents** – The commercial retail uses in particular shall feature horizontal stone work. It may be utilized as a seat wall, building plinth/base zone, etc.
- **Shading Elements** – Provide shade in commercial areas such as wood (or wood-looking metal) trellises, larger overhangs for outdoor seating for shade.

### 3.3 Building Site Layout and Arrangement Standards and Guidelines

The following concepts are intended to address the placement of the buildings themselves as well as the interval between buildings. They are intended to facilitate consistent design quality and compatibility of buildings in each of the three distinct project areas and with the uses adjacent to the project. Site design should address the intended functions of the facility and provide efficient vehicle circulation and parking, pedestrian movement to buildings and throughout the project, and truck maneuvering and access to loading zones. Guidelines presented below would be applicable to all development within the Specific Plan area.

#### 3.3.1 Project-wide Site Layout Standards

Site design shall, as appropriate to the land use, create opportunities for outdoor plazas and courtyards as part of the landscaped interval between buildings. Plazas and courtyards are required as a site amenity and design detail. Buildings shall be arranged to include opportunities for plazas, courts or gardens, and outdoor eating areas for customers, clients, and employees with amenities that can include: outdoor seating, tables, landscaping, raised planters, patio covers, enhanced paving, water elements, arbors, special lighting, and other “place-making” features.

### 3.3.2 Project-wide Site Layout Guidelines

- 1) A system of pedestrian walkways within each planning area based on the following concepts should be developed that interconnect all major building entries with each other, parking areas, and the streets:
  - a) Walkways should connect to courtyards and plazas within the project.
  - b) Pedestrian linkages should be a minimum of five feet wide and follow ADA/Title 24 standards for surfacing, slope, and other requirements.
  - c) Walkways with enhanced paving are preferred in areas visible from Hellman Avenue, Limonite Avenue, Streets A and B, and within plazas and patios.
  - d) Conflicts between pedestrian and vehicle circulation should be minimized through the utilization of pathways for direct pedestrian access from parking areas to business entries and throughout the site with internal pedestrian linkages.
  - e) Defined entrances and entry access points that are easily located from a distance by pedestrians and/or vehicular traffic should be provided.
  - f) A positive public image should be provided by enhancing the function and aesthetics of the project by integrating buildings with landscape and/or structural elements.

### 3.3.3 Industrial Site Layout Guidelines

- 1) Buildings should be located to facilitate the ease of truck parking and loading.
- 2) Orient loading bays to the rear or non-street side of structures.

### 3.3.4 Business Park Site Layout Guidelines

- 1) Buildings should be located to facilitate the ease of truck parking and loading while being sited to create opportunities for outdoor common areas between buildings such as plazas, patios and courtyards for employee use.
- 2) Orient loading bays to the rear of structures.

### 3.3.5 Commercial Retail Site Layout Guidelines

- 1) The commercial retail planning areas will be designed for high levels of pedestrian activity where safe and appropriate. These planning areas are expected to provide special opportunity for plazas adjacent to building entrances, in food service areas or between building clusters. Plazas should

- be defined using a combination of paving textures and patterns, site walls or fences, and shade elements like trellises.
- 2) Parking should be located in shared facilities to the greatest extent possible. Large expanses of parking lots should be broken-up with screen walls, buildings, plazas, landscaping or by other means.
  - 3) Orient building entries toward plazas, outdoor eating areas, sidewalks and other public gathering places.
  - 4) Establish connections among buildings and plazas through structural and landscape elements which serve as pedestrian amenities such as colonnades, arcades, loggias, arches, etc.
  - 5) To the extent possible, orient storage and service areas away from public view and provide ornamental screening for utility boxes, trash bins, outdoor storage, and other mechanical equipment.
  - 6) Truck loading docks should be screened from public view to the extent possible. Screening may be accomplished through the use of compatible landscaping or comparable materials that blend with the architectural treatments of the site and perimeter landscaping.

### **3.4 Building Mass & Form Guidelines**

#### **3.4.1 Industrial/Business Park Building Mass & Form Guidelines**

Buildings greater than 100 feet in length, and all multi-tenant buildings, should provide architectural definition and differentiation of tenancy through creative design solutions, including but not limited to, employing façade/structural massing, building offsets, a palette of complementary materials and colors, and varied parapet heights and rooflines. The desired result is a rhythm of visual form along the façades of these buildings. Small-scale articulation of the building mass and materials are appropriate at locations where pedestrians will experience them.



### 3.4.2 Commercial Retail Building Mass & Form Guidelines

Due to their prominent location at the intersection of Limonite Avenue and Hellman Avenue, the project commercial retail buildings would be highly visible from adjacent streets and other off-site vantages. From a design perspective, this offers a prime opportunity for a visual and physical expression of the high quality character of the City of Eastvale. Therefore, the following design considerations should be kept in mind during the site planning and design for commercial centers in this location.

- 1) Buildings should exhibit variations in massing, material, and color to break down scale and avoid a single box building mass. Primary building entries should be highlighted through the massing of the building. Greater height can be used to highlight and accentuate entries in the form of corner tower elements, tall voids or a central mass meeting an entry plaza. Conversely, smaller building masses can also communicate the location of entries.
- 2) Buildings greater than 100 feet in length, and all multi-tenant buildings, should provide architectural definition and differentiation of tenancy by employing façade/structural massing, building offsets, a palette of complementary materials and colors, and varied parapet heights and rooflines. The desired result is a rhythm of visual form along the façades of these buildings. Small-scale articulation of the building mass and materials are appropriate at locations where pedestrians will experience them.



*Examples of Commercial Retail Buildings*



*Examples of Light Industrial Buildings*



*Examples of Business Park Buildings*

### 3.5 Public Spaces and Pedestrian Access

Public spaces and pedestrian circulation would be provided throughout the Specific Plan area consistent with Policies articulated in the City of Eastvale General Plan and *City of Eastvale Design Standards and Guidelines* (June 25, 2014), and restated below:

#### Public Spaces

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

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

#### Pedestrian Access

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

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

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



*Example of public spaces and pedestrian circulation*

## 3.6 Signs

The various project monuments and signs are designed to inform, create an identity, and complement each other. Monument signs and complementary landscape/hardscape elements will create a sense of place and define the project area. The Modern architectural theme expressed in the project buildings will be echoed in the project monument signs through the use of earth colors, natural materials, and custom-crafted details. The placement of monument signs will establish a sense of arrival into the City of Eastvale generally, and The Ranch at Eastvale Specific Plan area explicitly. Monument sign design guidelines are presented below. Locations of project monument signs are identified at **Figure 3-1, Monument Sign Plan**.

### Guidelines

- 1) **The Ranch at Eastvale Primary Monument** – This monument will be located at the northeast corner of Limonite Avenue and Hellman Avenue. The monument will consist of “the ranch” brand in simple, modern, lower-case letters. To convey a sense of permanence, “the ranch” letters will be free-standing 4-foot high, thick, solid architectural quality colored concrete. The concrete cast letters will be directly epoxy anchored to a concrete footing below. Directly behind the concrete letters sits a linear 24-inch high, thick, Corten steel plate. Corten steel weathers and ages well in hot environments. The City of Eastvale will be identified on the Corten steel plate with 9-inch high “EASTVALE” pierce-cut letters. The monument sign area will be landscaped and will incorporate light fixtures providing low-level accent illumination. (See **Figure 3-2, Signage – Primary Monument Sign**.)
- 2) **The Ranch at Eastvale Secondary Monument Signs** – Four secondary monument signs are proposed, and would be located at both corners of the Street A intersection at Hellman Avenue; and at both corners of the Street B intersection at Limonite Avenue. Secondary monument signs will express the above-described Primary monument sign elements at a reduced scale. “The ranch” letters will be fabricated, heavy gauge, painted aluminum letters which straddle a linear 24-inch high, thick, Corten steel plate. The aluminum letters will be attached to the Corten plate to deter any vandalism. As with the primary monument, the “City of Eastvale” will be identified on the Corten steel plate with 9-inch high “EASTVALE” pierce-cut letters to reinforce the brand image. The monument sign area will be landscaped and will

incorporate light fixtures providing low-level accent illumination. (See **Figure 3-3, Signage – Typical Secondary Monument.**)

- 3) **Major Tenants Monument Signs** – Two major tenant monument signs are proposed, one each to be located on the north and south sides of Limonite, between Hellman Avenue and Street B. Major retail/mixed use tenant monument signs will accommodate 5–6 tenant names with interchangeable panels. The main body of the monument will be a fabricated, heavy gauge, painted aluminum cabinet. A thick, Corten steel plate with a pierce-cut “ranch” logo will reinforce the brand image. The tenant names will be internally illuminated for evening visibility and identification. A low Gabion planter may be integrated, enhancing the appearance of the monument and providing a visual reference to other Specific Plan landscape elements. (See **Figure 3-4, Typical Major Monument.**)
  
- 4) **Minor Tenant Monument Signs** – Four minor tenant monument signs are proposed, one along Hellman Avenue between Limonite Avenue and Street A; one along the south side of Street A between Hellman Avenue and Street B, and one along the westerly side of Street B frontage between Street A and Limonite Avenue. An additional sign would be located along the south side of Limonite Avenue within Planning Area 6. Minor retail/mixed use tenant monument signs will express the above-described major retail/mixed use tenant monument sign elements at a reduced scale.

Minor retail/mixed use tenant monument signs will accommodate 5–6 tenant names with interchangeable panels. The main body of the monument will be a fabricated, heavy gauge, painted aluminum cabinet. A thick, Corten steel plate with a pierce-cut “ranch” logo will reinforce the brand image. The tenant names will be internally illuminated for evening visibility and identification. A low Gabion planter may be integrated, enhancing the appearance of the monument and providing a visual reference to other Specific Plan landscape elements. (See **Figure 3-5, Signage – Typical Minor Monument.**)

5) **City of Eastvale Monument Sign**

A "City of Eastvale" monument sign would be constructed within the Limonite Avenue right-of-way, easterly of the Limonite Avenue–Hellman Avenue intersection. Precise location, dimensions, and design of this sign will be determined by the City. It is anticipated that this sign would integrate elements common to, and would complement, other signs implemented within the Specific Plan area.

6) **Directional Signs**

Directional signs are limited to signs identifying the location of entrances, parking areas, etc., and must be located within a landscaped planter. Directional signs are permitted up to a maximum of 12 square feet per side and shall be no more than 6 feet and 2 feet in width. (See **Figure 3-6, Signage – Typical Directional.**)

7) **Directory Signs**

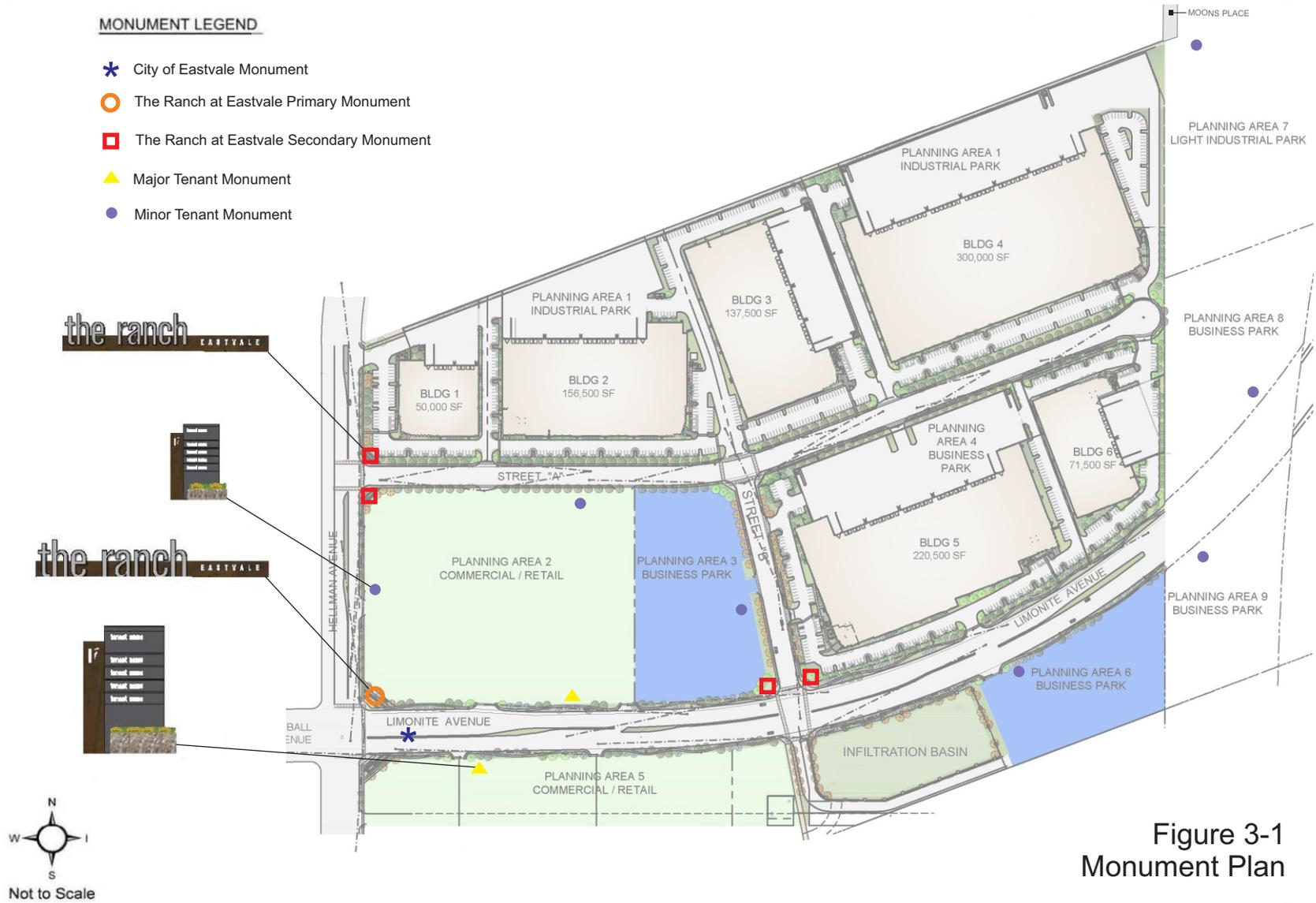
Directory signs are intended to be used in all planning areas to help pedestrians find a specific tenant. Directional signs may show tenant names, addresses and/ or a map. Directional signs shall not exceed 6 feet in height and 2 feet in width, and 12 square feet in surface area per sign. (See **Figure 3-7, Signage – Typical Directory.**)

8) **Tenant/Building Wall Signs**

This signage will be in compliance with City of Eastvale zoning code in force at the time of sign approvals. (Signs Affixed to Buildings – All Areas).

**MONUMENT LEGEND**

- \* City of Eastvale Monument
- The Ranch at Eastvale Primary Monument
- The Ranch at Eastvale Secondary Monument
- ▲ Major Tenant Monument
- Minor Tenant Monument



**Figure 3-1  
Monument Plan**

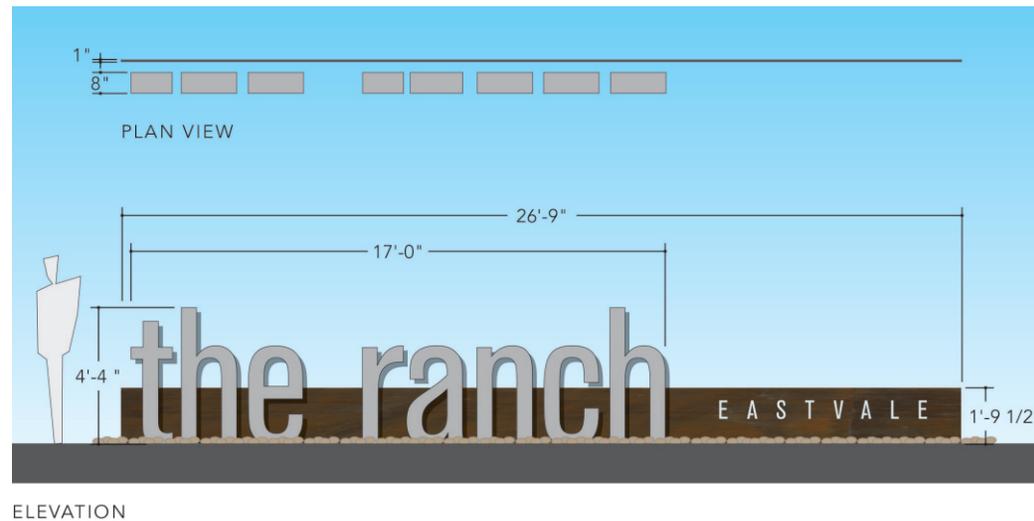


Figure 3-2  
Primary Monument Sign

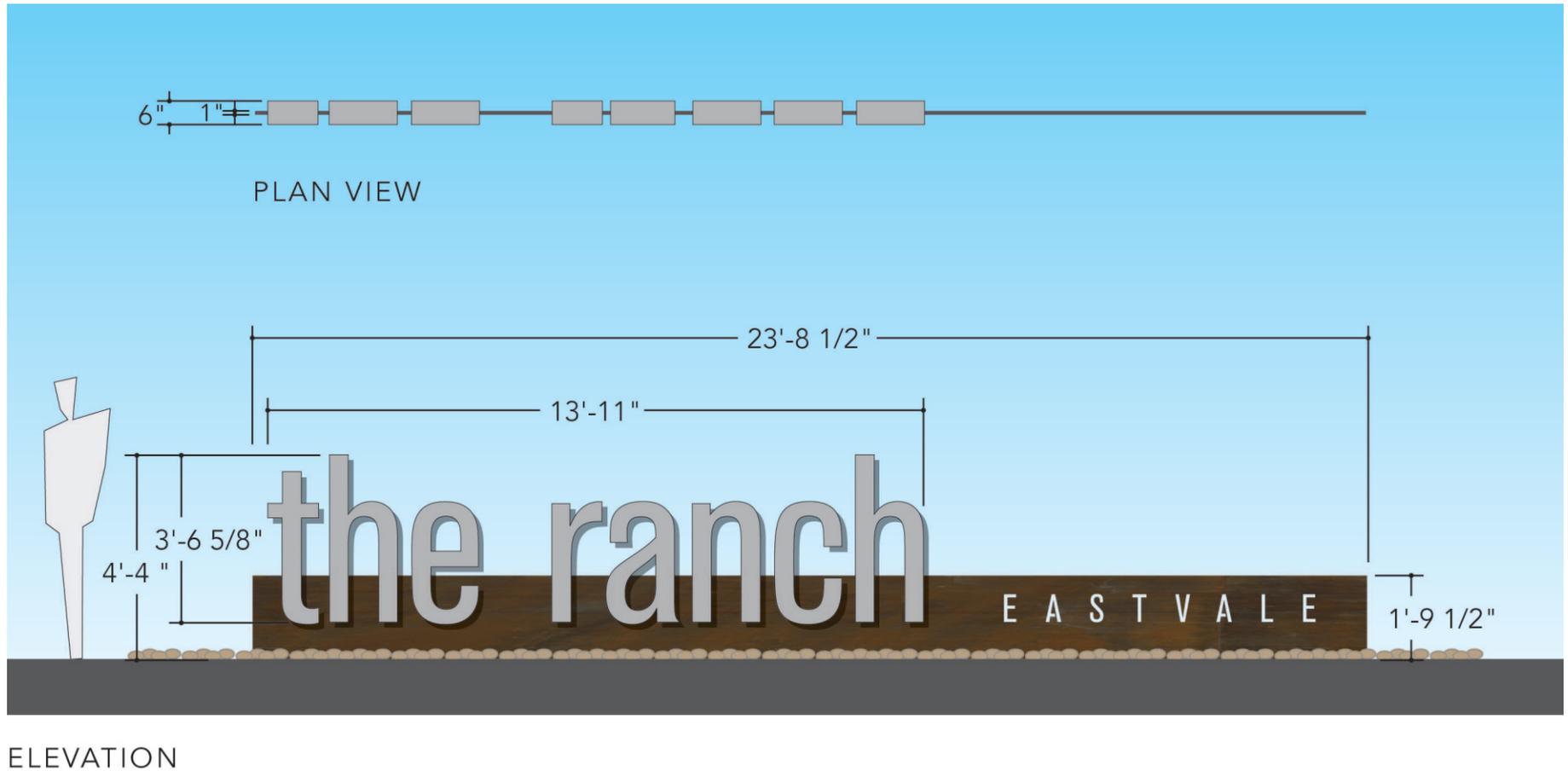
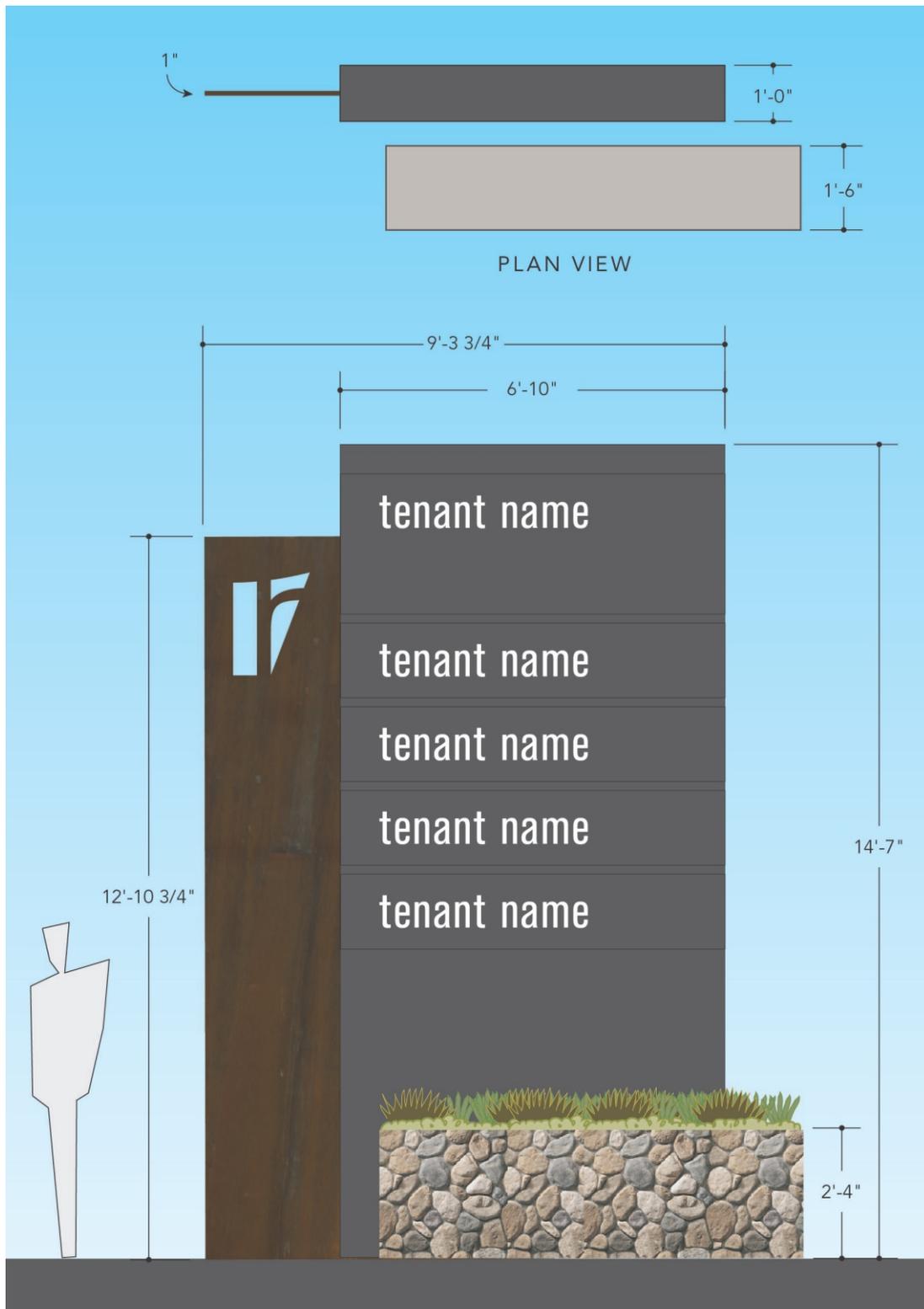
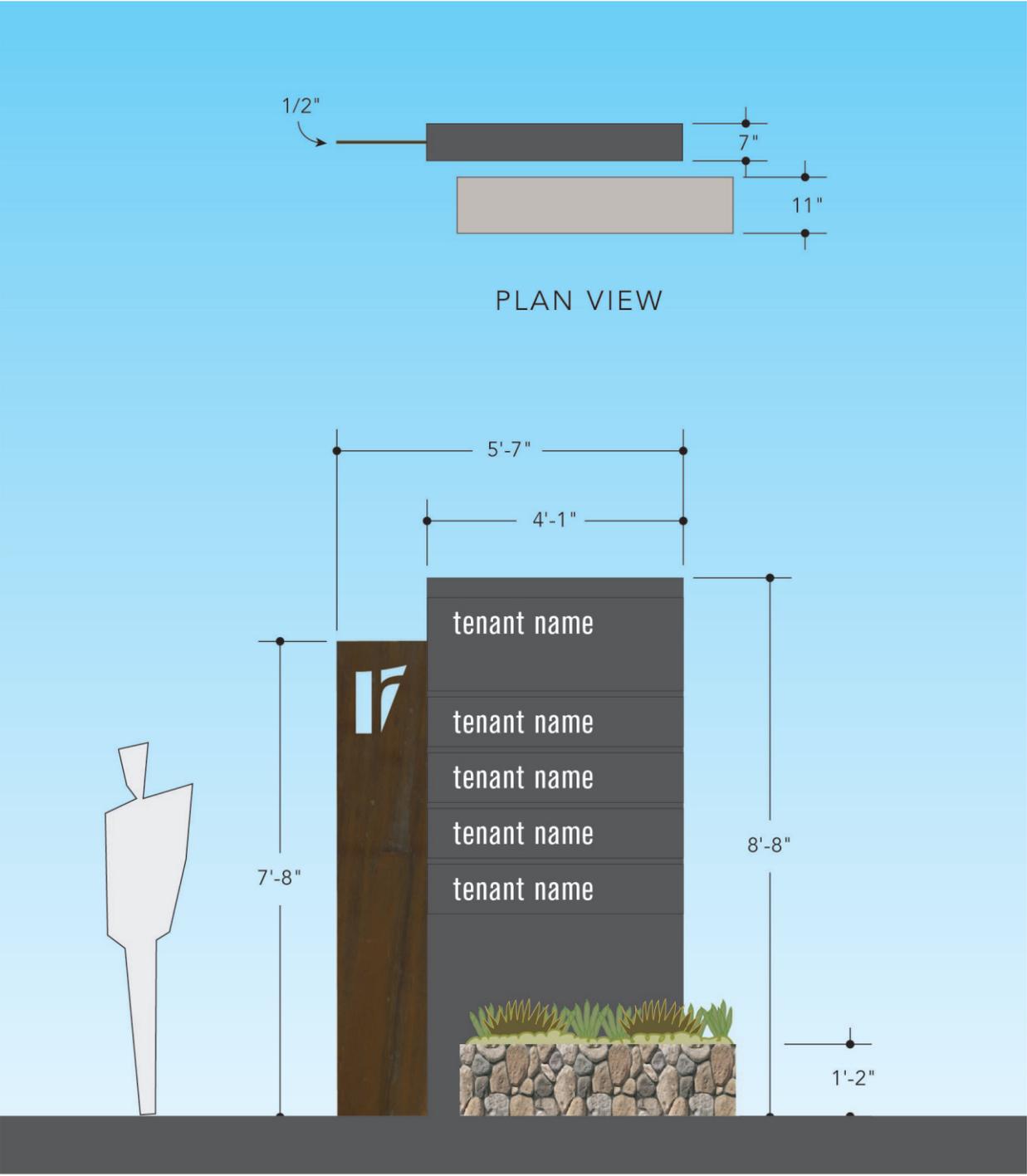


Figure 3-3  
Signage -Typical Secondary Monument



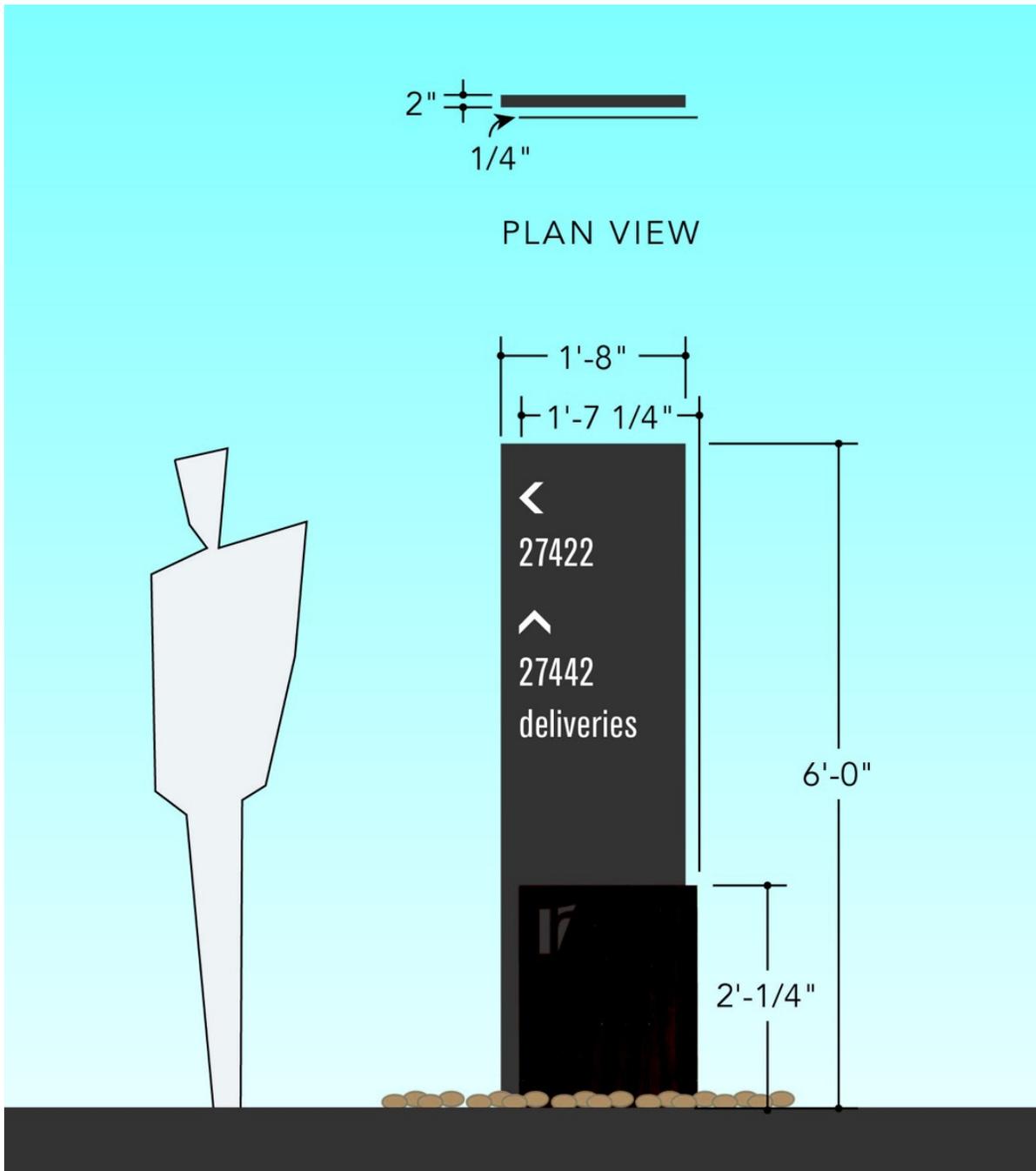
ELEVATION

Figure 3-4  
Signage -Typical Major Monument



ELEVATION

Figure 3-5  
Signage -Typical Minor Monument



PLAN VIEW

ELEVATION

Figure 3-6  
Signage - Typical Directional



## 3.7 Screening, Walls, and Fences

### 3.7.1 Standards

- 1) Service areas, external loading areas, above ground utility equipment, and roof-mounted equipment shall be screened from public view. Screening may be accomplished by the use of buildings, walls, fences, trellises, landscaping, or a combination of elements pursuant to the following guidelines.
- 2) Landscaping shall be used to provide screening with open fences and to soften the appearance and linear nature of all walls.
- 3) A shrub buffer, consisting of clusterings of various types and sizes of shrubs will be strategically located along the southern and eastern edge of the Specific Plan area. The buffer will be 10 feet minimum in depth and placed within the required setback. The buffer will serve as a visual demarcation between the divergent land uses and affects Planning Area 5 through Planning Area 9.
- 4) The design and location of all walls and fences shall be submitted and approved as part of the Major Development Plan approval process.

### 3.7.2 Guidelines

- 1) Open fences with landscape screening are acceptable screening for some areas, as approved by City.
- 2) From streets and exterior property lines, perimeter screen walls/fences should not exceed 6 feet in height. An effective screen height of up to 8 feet may be realized through incorporation of supporting landscape berms of up to 2 feet in height. Taller landscaping and/or depressed loading areas on-site may be used to achieve necessary screening of trucks and truck bays.
- 3) Gates to loading areas visible from the street or public areas shall be constructed with tubular steel or heavy timber framing finished with solid metal or wood screening complementary to the project design.
- 4) Sites requiring screening fences or walls with gates should have the gates located such that they offset a direct view into loading area and, where possible, maximize the extent of screening and minimize views into the loading area when the gates are open.
- 6) Typical ground-mounted equipment, such as transformers, and trash enclosures (See Section 3.9, below.) should be screened or located out of view from the street or prominent public areas of the site. Screening may be accomplished with walls or landscape elements that are consistent with these guidelines.

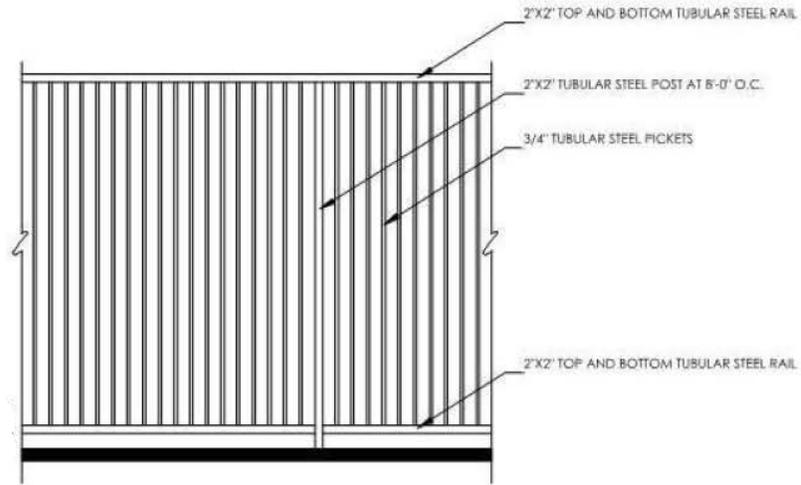
- 7) Wall-mounted items, such as roof ladders or electrical panels, should be located away from the street façade, if possible. They should be screened or incorporated into the architectural elements of the building so as not to be visually apparent from the street or public areas on the site.
- 8) Service areas should be located on the sides or rear of the buildings they serve.

### 3.7.3 Walls and Fences

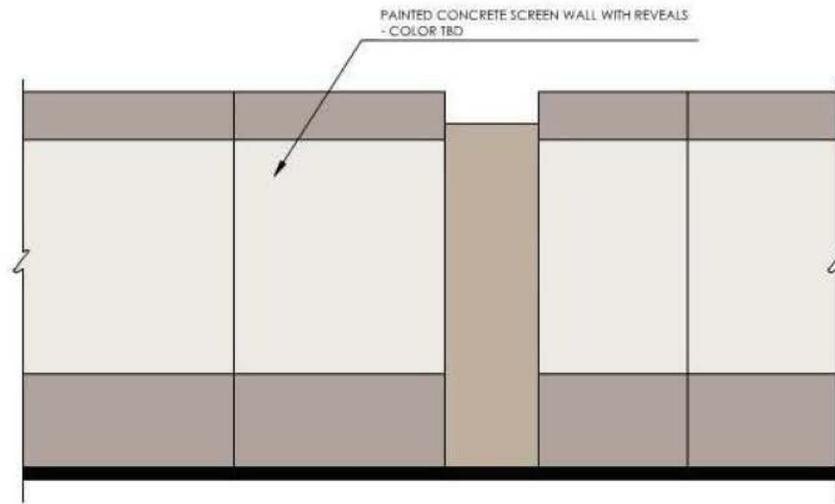
Walls and fences shall be compatible in design and materials throughout each project planning area. They may be used to screen parking, loading, and service areas; direct pedestrian traffic; define plazas and seating areas; define entry points; create landscape planters; and enhance a building's architectural design. See **Figure 3-8, Fence and Wall Design**, and guidelines below.

### 3.7.4 Walls and Fences Guidelines

- 1) **Site Wall Forms** – Simple geometries that are integrated with the massing and design of the adjacent buildings. Long walls should be articulated to break up the visual length using color, columns/pilasters, modulation, landscaping, etc.
- 2) **Site Wall Materials** – Textured masonry, textured concrete, textured plaster with lighter infill panels, or other materials as approved as part of the Major Development Plan review process.
- 3) **Interior Fence Materials** – Concrete columns and metal or concrete for infill, tubular steel with steel post or pilasters, or other materials as approved as part of the Major Development Plan review process.
- 4) **Perimeter Fencing** – Perimeter fencing shall be either tubular steel fencing with steel posts or pilasters or a concrete wall with accenting reveals, or other materials as approved as part of the Major Development Plan review process.
- 5) Walls and fences should be designed to complement the surrounding landscaping and visually relate to the architectural theme of adjacent structures.



TUBULAR STEEL FENCE - Typical



CONCRETE WALL - Typical

Figure 3-8  
Fence and Wall Design

### 3.8 Outside Furnishings

A pedestrian friendly environment shall be created through the use of site furnishings at plazas, building entrances, and other pedestrian areas.

#### 3.8.1 Outside Furnishings Standards

- 1) Specific Plan land uses shall provide outdoor employee break areas to encourage the use of outdoor spaces for relaxation, socializing, and informal gatherings. These areas shall be connected to proximate main entries/exits via defined landscaped paths. Employee break areas will include enhanced paving, seat walls, trash receptacles, bike racks, tables, and chairs. All outdoor break areas will include some form of shading, either from trees, trellises, or umbrellas.

#### 3.8.2 Outside Furnishings Guidelines

- 1) Outside furnishings include but are not limited to light fixtures, bollards, benches, trash receptacles and signage.
- 2) An appropriate style of furnishing for the theme of the implementing project may be selected and utilized at appropriate locations throughout the development.
- 3) Outdoor furnishings should complement nearby building and landscape architecture.
- 4) Site features, such as lighting, trash receptacles, signage, recycling receptacles, bicycle racks, planters, and benches should be designed as an integral part of each implementing project and distributed throughout.
- 5) Transit shelters, where necessary, shall be designed to be compatible with adjacent buildings.



*Example of outside furnishings*

### 3.9 Trash Enclosures

Waste collection areas are a necessary element for all businesses. However, they should not be a source of distraction to the quality of the developed property. Through proper design and integration, a trash enclosure can blend into an existing structure or become a complementary structure to the primary building through the use of common material and design features pursuant to the following guidelines:

#### 3.9.1 Trash Enclosures Standards

- 1) Trash receptacles (including recycling and green waste containers) should not be stored within a required front or side yard and should be screened from view of the public right-of-way by a solid fence not less than six feet in height. Exceptions to fence height-standards may be granted by the designated approving authority to ensure proper placement and screening of trash receptacles.
- 2) Trash enclosures should be located on the rear or side of the buildings or otherwise discretely placed out of prominent public view.
- 3) Trash enclosures should be constructed in a style and wall finish that is consistent with the overall architectural character of the development.
- 4) Enclosures should be provided to accommodate the numbers and types of trash containers as required by the disposal company.
- 5) All trash enclosures should be equipped with complementary gates of durable construction, hinged to self-supporting steel posts.
- 6) Appropriate lighting should be provided at each enclosure to assure personal safety.
- 7) Separate pedestrian access to the trash receptacles shall be provided.

### 3.10 Lighting

#### 3.10.1 Standards

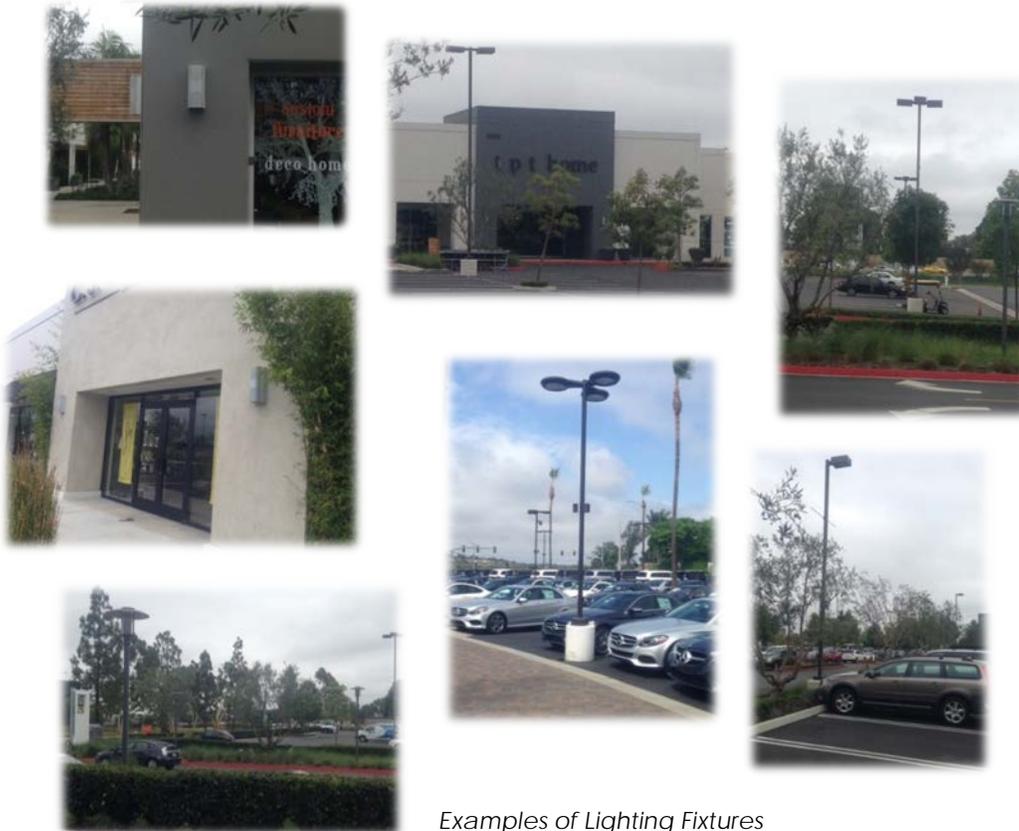
- 1) Each implementing project within The Ranch at Eastvale must provide a lighting plan at the Major Development Review stage to show adequate lighting levels for the ease and safety of vehicular and pedestrian travel while respecting the regulations imposed by the Riverside County ALUC. This is particularly critical at this early stage of project review because light poles are prohibited in ALUC open space areas.

- 2) Uniform light standards (poles) shall be utilized throughout a given planning area with regard to style, materials, and colors in order to ensure consistent design. Additional lighting fixtures shall be well integrated into the visual environment and the appropriate theme.
- 3) Lighting levels shall meet City of Eastvale standards as found in Zoning Code Section 5.5, in effect at the time of development.

### 3.10.2 Guidelines

- 1) All street and parking lot light fixtures should be a compatible design with others in The Ranch at Eastvale.
- 2) Additional lighting features for downward illumination of buildings and site features are encouraged to add interest to the site during evening hours.
- 3) Light standards should be located and designed to minimize direct illumination beyond the parking lot or service area.
- 4) All exterior lighting designs should address the issue of security. Walkways from parking areas to building entries should be illuminated brighter than their surroundings. Building entries should be illuminated brighter than the other portions of the building. Light bollards are encouraged throughout the project to illuminate all sidewalks and connecting walkways.
- 5) Building-mounted lights will provide aesthetic and functional benefits by emphasizing building architectural features and illuminating the fronts and sides of buildings so they are visible from adjacent streets. Wall-mounted lights are, as a rule, not acceptable for general parking lot illumination. Building-mounted lights are however permissible for general illumination at the rear of the buildings if designed to direct light downward and minimize direct illumination beyond the parking lot or service area. Building-mounted lights that would also necessarily function as parking lot lighting within ALUCP "open areas" are also permitted.
- 6) Lighting should be directed, or shielded, to avoid intrusion into residential neighborhoods and to minimize spill light into the night sky, adjacent properties, and roadways.
- 7) All lighting fixtures should be manufactured of high quality materials that are compatible with project area's design elements and adjacent architectural styles and should consist of energy-efficient fixtures and lamps. All new outdoor lighting fixtures should be energy efficient with a rated average bulb life of not less than ten thousand (10,000) hours.

- 8) Accent lighting, including spotlights, floodlights, electrical reflectors, and other means of illumination for signs, structures, landscaping, parking, and similar areas should be downward- focused, directed, and arranged to minimize glare, distraction for airplanes and illumination of streets or adjoining property. Low intensity, energy conserving night lighting is preferred.
- 9) Accent lighting will be allowed for all permanent monument or project signage, or focal features such as fountains, overhead structures, and garden art objects, and may consist of downlights, spotlights, pole lights, bollards, or bar lights. Use of uplights should be used only where they can be precisely directed at the object to be illuminated and will not direct light upward into the sky.
- 10) Service area lighting should be contained within the service area boundaries and enclosure walls.
- 11) Exempt and prohibited lights shall consist of lighting described in the Eastvale Municipal Code Sections 5.5(B) and 5.5(C), or correlating provisions of the Municipal Code effective at the time of development permit application(s).



*Examples of Lighting Fixtures*

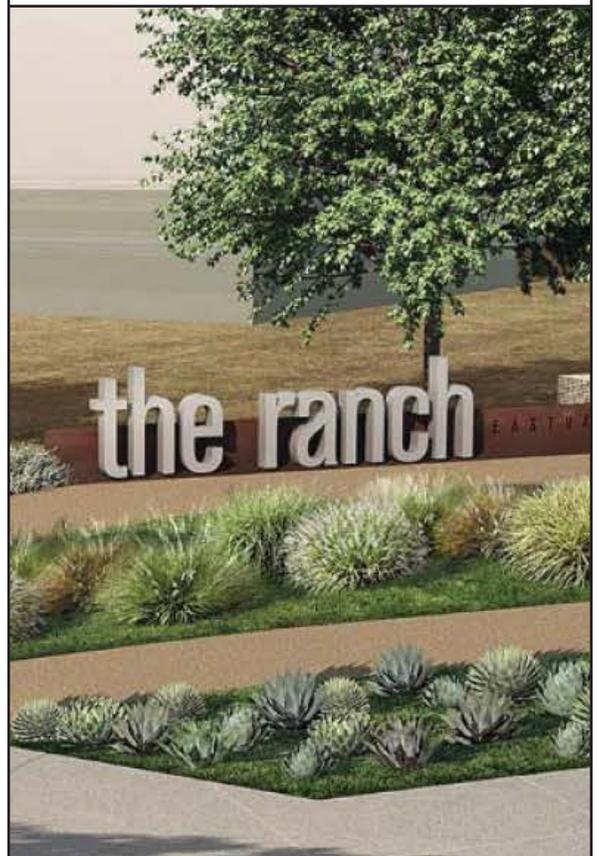
### **3.11 Airport Land Use Commission (ALUC) Building Design Requirements**

The Ranch at Eastvale Specific Plan was reviewed by the Riverside County ALUC on September 10, 2015. After review and deliberation, the Commission found the project to be consistent with the 2008 Chino Airport Land Use Compatibility Plan, subject to a series of conditions included in a letter to the City of Eastvale dated September 17, 2015. Those conditions will be carried forward within the Conditions of Approval for the project. The applicable conditions that translate to standards and/or guidelines have been carried forward into this document (see Table 2-5, Section 2.2 (12), Section 4.6, and Section 4.10.2 (1)).

#### **3.11.1 ALUC Building Design Standards**

- 1) Any outdoor lighting shall be hooded or shielded to prevent either the spillage of lumens or reflection in the sky.
- 2) Building 3 and 4 shall be designed and constructed with the following risk reduction design features;
  - a) Use of concrete walls for building exterior;
  - b) Enhanced fire sprinkler system that exceeds minimum building fire code requirements; and
  - c) Increased number of emergency exits.

**Section 4.0**  
***Landscape***  
***Guidelines &***  
***Standards***



## 4.0 LANDSCAPE GUIDELINES & STANDARDS

Landscaping offers a unique element to a site's design. It can be used to create individual distinction or provide the common linkage throughout a project area. The Ranch at Eastvale landscaping will provide that common link and complement the architecture through the use of native plants in natural setting along with formal planting arrangements.

This section describes the minimum landscape requirements that shall be followed in the design of all public and private improvements within The Ranch at Eastvale. Landscaping shall promote the refined, rural, and relaxed aesthetic character of The Ranch at Eastvale. Landscaping shall:

- Define, unify, and enhance public space
- Enhance and define the project entry and City of Eastvale entry
- Screen views of parking, loading, and service areas and provide a buffer from the adjacent residential areas
- Soften uninterrupted architectural massings
- Complement the structures and their orientation on the site
- Help define building entries
- Create focal points
- Provide shaded shelter from the environment

Unless prohibited due to difficulties on a specific site, development within The Ranch at Eastvale shall comply with these landscaping and irrigation guidelines. In the event of a conflict between other City landscaping guidelines and these guidelines, these guidelines shall govern.

### 4.1 General Landscape Requirements

Development within The Ranch at Eastvale shall use landscaping as a unifying element that can further instill the community character envisioned by the preceding development guidelines. The provisions of these guidelines and non-conflicting City of Eastvale standard landscape guidelines, plans, and specifications shall apply as follows:

- 1) All areas not devoted to parking, drive aisles, walkways, building, or operational areas shall be landscaped and permanently maintained.

- 2) To complement building elevations, landscape areas shall be provided adjacent to building front, rear, and side elevations that are visible from streets or onsite public use areas. The planting area dimensions shall be consistent with plant material requirements and the purpose of the plantings (i.e., aesthetics, screening, environmental mitigations, air quality, wind break, etc.)
- 3) All landscaped areas are to be protected or delineated with minimum 6-inch concrete curbs, concrete mow strips, or equivalent as approved by the City of Eastvale. This requirement may be waived as necessary to address water quality management requirements.
- 4) Concrete gutters or swales shall not be used to drain landscaped areas. Underground drainage facilities shall be provided where surface conveyance of runoff would damage and/or erode planting areas or cross sidewalks.
- 5) Permanent automatic irrigation facilities shall be provided in all landscaped areas. Rain shut-off devices shall be incorporated into the irrigation system.
- 6) All street trees shall be planted and staked per City of Eastvale standards. Root barriers shall be required where trees are planted within 6 feet of hardscape or walls.
- 7) All plant materials shall be planted in the following sizes and shall be in accordance with all City of Eastvale standards and minimum requirements:
  - a) Trees: Twenty-five percent (25%) of the site trees (excluding street and screen trees) provided shall be a minimum 24-inch box size; the balance of the trees shall have a minimum size of fifteen (15) gallons. Larger specimen trees are encouraged for entry points and in gathering areas.
  - b) Shrubs: The majority of all shrubs used shall have a minimum size of five (5) gallons. Smaller shrubs may be used where appropriate due to plant species growth characteristics (e.g., smaller plants will be easier to establish or will result in greater plant size in a shorter period of time).
- 8) Project entries shall be designed with landscaping and architectural treatments that project a high quality image for the development.
- 9) The landscaping design for the project site shall include a mixture of trees, shrubs, and groundcover and shall be drought-tolerant native or adaptive species. Plants should be selected from the Plant Palette considered,

however they shall be selected from the County of Riverside California Friendly Plant List and shall be consistent with the overall theme of the development.

- 10) The applicant and/or master developer shall be responsible for maintenance and upkeep of all slope plantings, common landscaped areas, and irrigation systems until such time as these operations are the responsibility of other parties.
- 11) Landscape coverage shall be a minimum of 10 percent of the total square footage of individual implementing development projects.
- 12) Where landscaping solutions are utilized for screening, landscaping shall be designed so that the landscape screen is full and dense within 4 years of the initial planting.
- 13) The landscape of each planning area within the development is to be designed to correspond to The Ranch at Eastvale style.
- 14) Prior to the issuance of building permits, landscape construction documents, in conformance with these guidelines, shall be submitted to the City of Eastvale for review and approval.
- 15) All detailed landscaping plans for development within planning areas and/or roadways shall be prepared by a qualified and licensed landscape architect for review by City staff and applicable decision-making agencies.
- 16) Improvement plans for development that includes landscaped areas shall be submitted to the City Planning Department for approval. The improvement plans shall include, but not be limited to, the following:
  - a) Final Grading Plans.
  - b) Landscape Plans, including detailed improvement plans for hardscape, planting, and irrigation, prepared by a licensed Landscape Architect.
  - c) Fence Treatment Plans.
- 17) All landscape plans shall be in conformance with state and local water conservation regulations, and shall utilize water conservation methods which may include, but are not limited to:
  - a) Use of drought-tolerant plants
  - b) Extensive use of mulch in landscaped areas
  - c) No turf areas unless required for outdoor recreational use
  - d) Installation of drip irrigation systems where appropriate
  - e) Minimization of impervious surfaces

- f) Landscaped areas designed to retain irrigation water
- g) Use of moisture sensing, flow sensing and rain shut-off irrigation devices
- h) Automatic irrigation systems
- i) Grouping of plants with similar irrigation requirements to reduce over-irrigation
- j) Efficient irrigation system designs that minimizes runoff and maximizes the amount of water that will reach the plant roots
- k) No overhead spray irrigation within 24-inches of impervious surfaces

## 4.2 Street Landscape Design Standards

The Ranch at Eastvale Specific Plan has developed three different streetscape themes for the three levels of roadways providing access into and through the area. The chosen design for each street establishes a consistent and unifying character that will give recognition to The Ranch at Eastvale.

- 1) **Limonite Avenue** – As conceptually depicted in **Figure 4-1, Limonite Avenue Landscape Area, Figure 4-2, Limonite Avenue Northern Entryway Landscape Area, and Figure 4-3, Limonite Avenue Southern Entryway Landscape Area**, the landscape area along Limonite Avenue shall be planted with contrasting informal alternating groups of 24-inch box size deciduous canopy trees, 24-inch box size deciduous flowering trees, and 24-inch box size evergreen canopy trees averaging 30 feet on center located on both sides of the meandering sidewalk, except where tree height and spacing conflicts with line-of-sight requirements or ALUC compatibility zones. The street-side parkway area beneath the trees should be planted with drought-tolerant ground covers and low plantings. Low walls, bermed landscape or shrub hedges or massings shall be planted to screen parked cars.
- 2) **Hellman Avenue** – As conceptually depicted in **Figure 4-4, Hellman Avenue Landscape Area**, the landscape area along Hellman Avenue shall be planted with a single row of 24-inch box size deciduous flowering trees at approximately 30 feet on center in the parkway, except where tree height and spacing conflicts with line-of-sight requirements or ALUC compatibility zones. The parkway beneath the trees should be planted with drought-tolerant ground covers and low plantings. Low walls, bermed landscape or shrub hedges, or massings shall be planted to screen parked cars.

- 3) **Streets A and B** – As conceptually depicted in **Figure 4-5, Typical Street A and B Landscape Area**, the landscape area along Streets A and B shall be planted with contrasting informal alternating groupings of 24-inch box size deciduous canopy trees and 24-inch box size evergreen vertical trees averaging 30 feet on center located behind the walk, except where tree height and spacing conflicts with line-of-sight requirements or ALUC compatibility zones. The parkway beneath the trees should be planted with drought-tolerant ground covers and low plantings. Low walls, bermed landscape or shrub hedges, or massings shall be planted to screen parked cars.

### 4.3 Street and Buffer Landscape Standards

Through compliance with the following, plantings in areas fronting on streets will be appropriate to the scale, orientation, and purpose of the area. Appropriate plant materials and designs for specific frontage types are listed below.

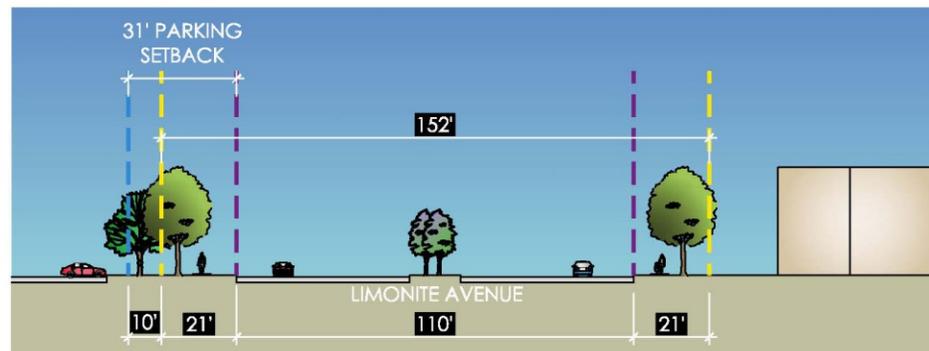
- 1) Landscaped areas of at least 5 feet in depth shall be provided between parking lots and all industrial and business park buildings along the street frontages specified below.
- 2) Landscaped areas of at least 15 feet in depth shall be provided adjacent to all loading areas and screen walls along the street frontages specified below.
- 3) Landscaped areas adjacent to all commercial buildings along the street frontages specified below shall be per City of Eastvale standards in place at the time of implementing project review.
  - **Limonite Avenue, Hellman Avenue, Street A, and Street B** – Street frontage landscape areas shall be a minimum of 31 feet in depth measured from the face of curb to the parking lot setback line on Limonite Avenue, and a minimum of 28 feet in depth measured from the face of curb to the parking lot setback line on Hellman Avenue, and a minimum of 20 feet in depth measured from the face of curb on Streets A and B. Drought-tolerant groundcovers and low plantings shall be used behind the sidewalk. At the building, low shrubs and/or tall shrubs shall be planted against the wall. A row of trees planted in setback landscape areas is recommended in parking lots, required at loading areas, and to complement building design. Tree, shrub, and groundcover plantings located in the street frontage landscape areas

shall be coordinated and integrated with ALUC Compatibility Zone requirements. (See Figure 4-1, Limonite Avenue Landscape Area, Figure 4-2, Limonite Avenue Northern Entryway Landscape Area, and Figure 4-3, Limonite Avenue Southern Entryway Landscape Area, Figure 4-4, Hellman Avenue Landscape Area, and Figure 4-5, Typical Street A and B Landscape Area.)

- **North, South and San Bernardino County Flood Control Channel Project Edges**
  - A minimum 10-foot deep landscape buffer shall be provided along these edges. A bermed wall or tubular steel (or other approved material) fence up to 8 feet in height (6 foot maximum height fence/wall with 2-foot berm) may be built along these edges. These areas shall be planted with a mix of 15-gallon and 24-inch box size drought-tolerant screening trees at a minimum of 15 feet on center to satisfy City of Eastvale screening requirements.



PLAN

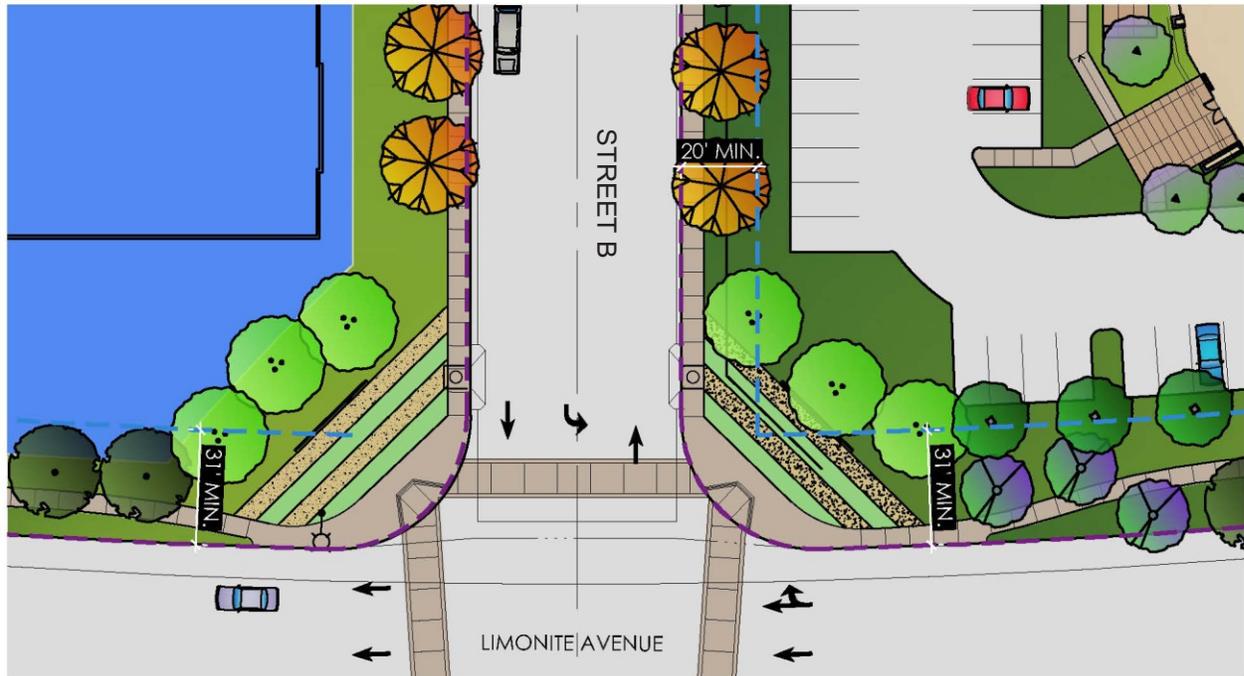


SECTION

**LEGEND**

-  Parking Setback Line
-  Face of Curb
-  Property Line
-  Groundcover and Low Planting
-  5' Meandering Concrete Sidewalk
-  Street Trees, Clustered (30' O.C. Average)
-  Parking Canopy Tree

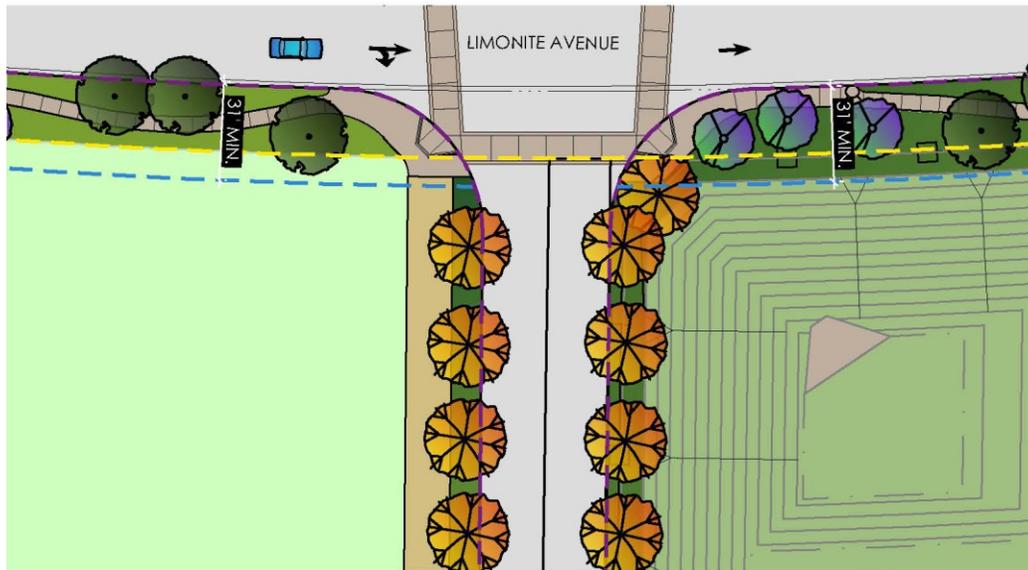
Figure 4-1  
Limonite Avenue Landscape Area



**LEGEND**

-  Parking Setback Line
-  Face of Curb
-  Building Vertical Tree
-  Building Flowering Tree
-  Olive Tree
-  Street Trees, Clustered (30' O.C. Average)
-  Parking Canopy Tree
-  Groundcover and Low Planting
-  Meandering Concrete Sidewalk
-  The Ranch at Eastvale Monumentation

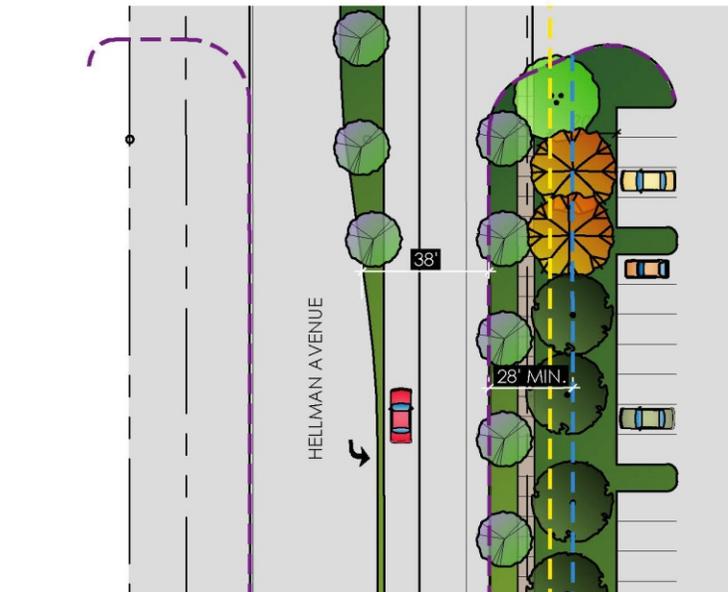
Figure 4-2  
Limonite Avenue Northern Entryway Landscape Area



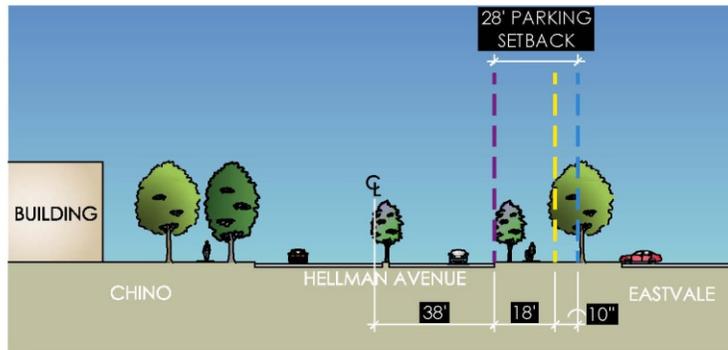
**LEGEND**

-  Parking Setback Line
-  Face of Curb
-  Property Line
-  Building Vertical Tree
-  Building Flowering Tree
-  Olive Tree
-  Street Trees, Clustered (30' O.C. Average)
-  Parking Canopy Tree
-  Groundcover and Low Planting
-  Meandering Concrete Sidewalk

Figure 4-3  
Limonite Avenue Southern Entryway Landscape Area



PLAN

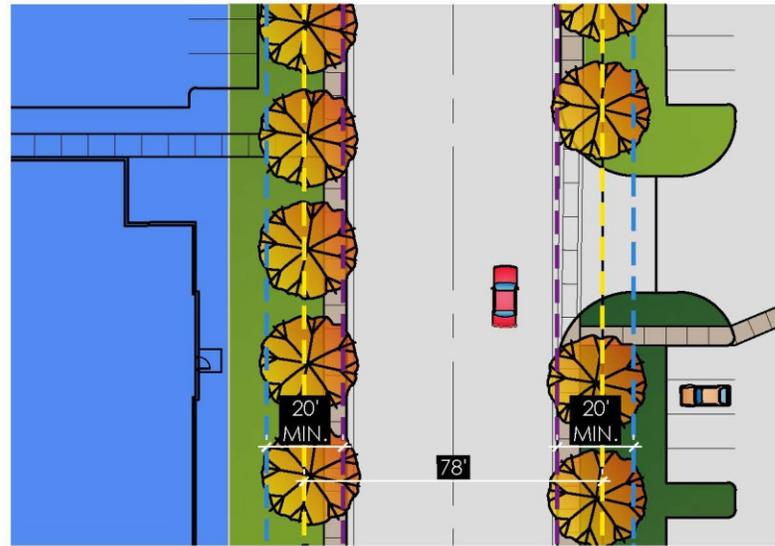


SECTION

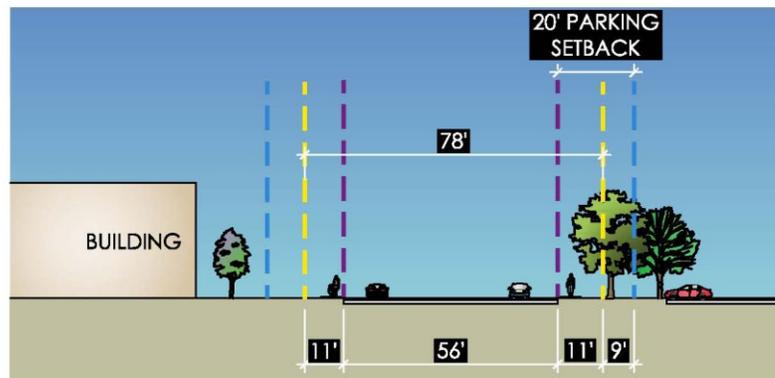
**LEGEND**

-  Building Vertical Tree
-  Building Flowering Tree
-  Olive Tree
-  Street Trees, Clustered (30' O.C. Average)
-  Parking Canopy Tree
-  Parking Setback Line
-  Face of Curb
-  Property Line
-  Groundcover and Low Planting
-  5' Meandering Concrete Sidewalk

Figure 4-4  
Hellman Avenue Landscape Area



PLAN



SECTION

**LEGEND**

-  Building Vertical Tree
-  Building Flowering Tree
-  Street Trees, Clustered (30' O.C. Average)
-  Parking Canopy Tree
-  Parking Setback Line
-  Face of Curb
-  Property line
-  Groundcover and Low Planting
-  6' Concrete Sidewalk

Figure 4-5  
Typical Streets A and B Landscape Area

## 4.4 Parking Lot Landscaping

Parking lots can appear to be a large field of barren asphalt unless effectively complemented and accented with landscaping. Additionally, landscape planting areas can serve multiple purposes such as screening parking lots, directing traffic flows, providing protective barriers for people and property, offering shade and a cooler climate, and creating aesthetic interest.

The following standards shall be applied to parking lot landscaping in all parking areas:

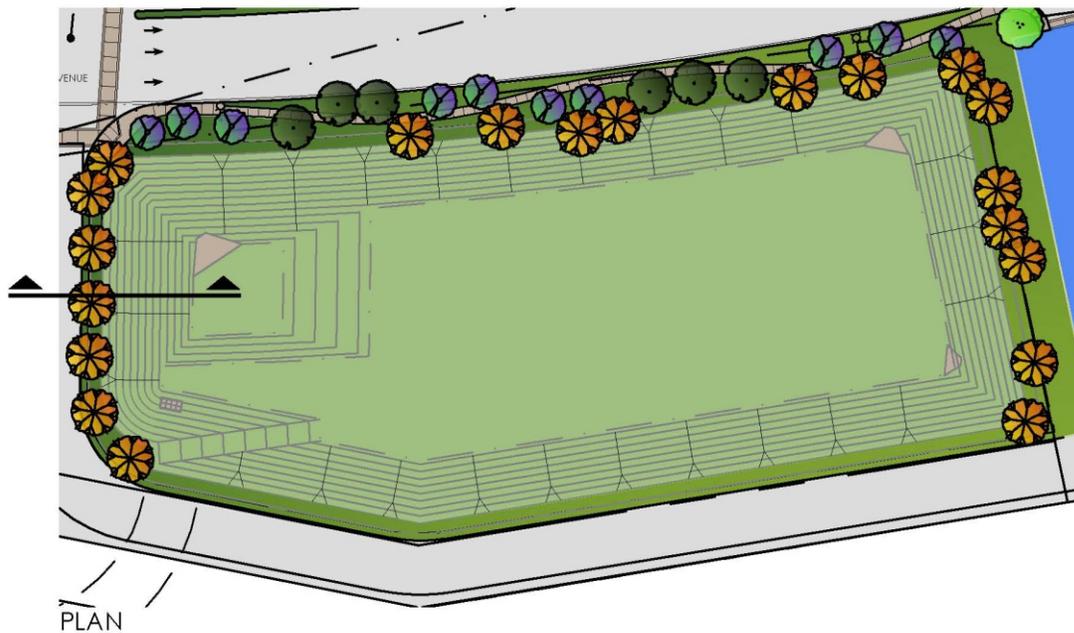
- 1) Provide trees within the vehicular parking areas to attain a minimum 50 percent shade coverage of the parking area when the trees reach maturity (approximately 15 years). This shading requirement does not apply to parking areas within the ALUC zones, where use of trees is prohibited.
- 2) Parking lot planters shall have a minimum inside width of 5 feet and shall be bounded on the outside by a 6-inch high concrete curb (or equivalent). The requirement for an outside concrete curb may be waived for landscaped swales intended for water quality management purposes.
- 3) Parking lots adjacent to and visible from public streets shall be adequately screened from vehicle view through use of low walls, earth berms and landscaping, and/or with a 3-foot high evergreen hedge of 5 gallon shrubs planted at 30-inches on center.
- 4) The end of all parking rows adjacent to a drive aisle shall be protected by an end cap planter island/finger. End cap planters, adjacent to a parking stall, shall provide a 12-inch concrete step-out next to the 6-inch curb. These planters shall have a minimum inside width of 5 feet, excluding curbs and step-out and a minimum length comparable to the abutting parking stall(s), inclusive of curbing.
- 5) Parking areas should be designed in a manner which links the building to the street-sidewalk system, creating an extension of the pedestrian environment. This can be accomplished by using design features such as walkways with enhanced paving, trellis structures, and/or landscape treatment.

- 6) Vegetated swales may be provided between opposing parking stalls to allow pavement runoff to infiltrate into these areas for pollutant mitigation and rainwater infiltration as a method to manage water quality.
- 7) Square “diamond” planters, with an inside width of 5 feet shall be allowed between opposing parking stalls for tree plantings to aid in achieving the 50 percent shade coverage of the parking area when the trees reach maturity.
- 8) A minimum of one tree per ten parking spaces shall be provided within the parking lot and its immediate perimeter.

#### 4.5 Infiltration Basin Landscaping

The onsite detention basin will be designed to provide for a maximum 48-hour detention period following the conclusion of a storm event and will remain dry between rainfall events. The primary function of the infiltration basin is to clarify storm water and, although not required, the basin will also serve to reduce some of the peak flows that can be expected during major storm events. Thus, as a major component of the overall drainage solution, the basin can also serve as aesthetic feature of the Project through the use of enhanced landscaping.

The landscape plan for the basin, presented at **Figure 4-6**, proposes trees and shrubs along the northern (Limonite Avenue frontage) and western edges of the basin(s) to soften views into the basins from the adjacent public streets and trail. Ornamental grasses planted within the basin add visual interest within the basin and also provide the added benefit of assisting with the treatment/clarification of the water within the basin. Basin vegetation that would provide food and/or cover for bird species that would be incompatible with airport operations is prohibited.



**LEGEND**

- Property Boundary Fence
- Street Trees, Clustered (30' O.C. Average)
- Canopy Tree at Perimeter of Basins
- Infiltration Basin Planting - Ornamental Grasses
- Groundcover and Low Planting
- Meandering Concrete Sidewalk

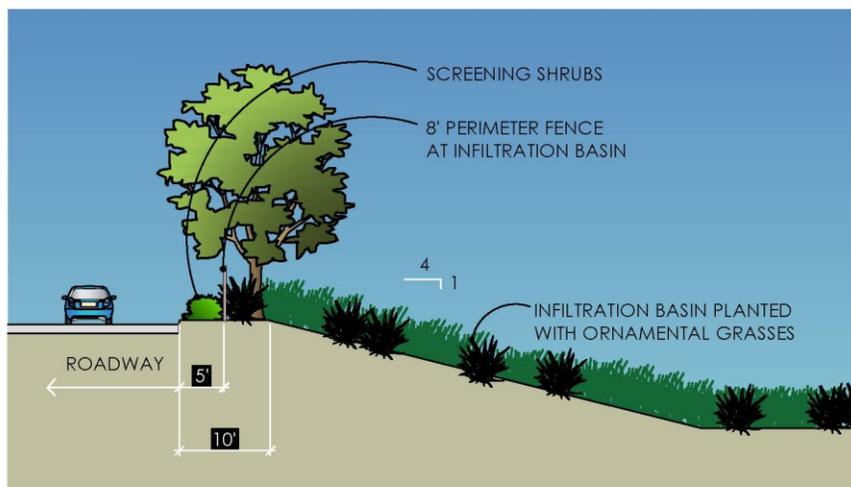


Figure 4-6  
Infiltration Basin Landscaping

## 4.6 Planting Guidelines

The Ranch at Eastvale is located within Sunset Garden Book Zone 18. This zone is identified as having an interior climate. The continental air mass has the most influence within this area, while the ocean influences it no more than 15 percent of the time. Over a 20 year period, the winter lows have ranged from approximately 28 to 10 degrees Fahrenheit, while summer highs frequently average above 90 degrees.

Due to these climate extremes of The Ranch at Eastvale area, the installation of plant materials during the coldest winter months (December through March) and the hottest summer/fall months (July through September) can be stressful and/or detrimental to plants. Container plant materials not acclimated to the area can easily suffer from damage or sun/heat exposure resulting in partial or entire foliage loss even though such materials are perfectly suited to the temperature ranges once established. If planting must be done during these difficult periods, plant establishment may be difficult and require a more prolonged maintenance period if required by the approving body.

- 1) All 15-gallon and 24-inch box trees shall be staked with minimum of two 10-foot by 2-inch diameter pressure-treated lodge pole tree stake or equivalent. All 36-inch box and larger trees shall be staked with a minimum of two 10-foot by 3-inch diameter pressure-treated lodge pole tree stakes or equivalent. Multi-trunk trees do not require staking, but may be guyed per City standards, if required due to concern of wind damage during the establishment period.
- 2) All specimen trees are to be fine pruned after planting to allow for both vehicular and pedestrian safety.
- 3) All landscape areas are to have positive drainage to the street or collection devices.
- 4) All areas required to be landscaped shall be planted with groundcover, shrub, or tree materials selected from the Plant Palette contained in these guidelines. These lists are not to be considered all inclusive.
- 5) Slopes equal to or greater than 3 feet in vertical height and fill slopes equal to or greater than 3 feet in vertical height shall be planted with a ground cover to protect the slope from erosion and instability. Slopes exceeding 3 feet in vertical height shall be planted with a combination of groundcover and shrubs spaced not more than 10 feet on center, or with trees spaced not to exceed 30 feet on center, or with a combination of

shrubs and trees at equivalent spacing, in addition to the groundcover. The selected plants and planting methods shall be suitable for the soil and climatic conditions.

- 6) Reference should be made to City of Eastvale standards for erosion control methods for slopes and other landscaped areas.
- 7) Prior to the installation of plant material, soil samples from representative sloped and flat areas shall be obtained by the landscape contractor and tested for agronomic suitability in order to determine proper planting and maintenance requirements for proposed plant materials with pre-planting and post-planting recommendations.
- 8) All landscape areas are to be cross ripped to a depth of 6-inches both ways. All amendments shall be blended into the tilled soil to a depth of 6-inches.
- 9) Linear root barriers shall be installed where trees occur within 6 feet of any building, curb, gutter, utility, or paved surface.

#### 4.7 Plant Palette

The following plants are approved for use in The Ranch at Eastvale Planting Areas. Plants other than those listed may be used to satisfy design or horticultural needs consistent with the project's objectives, if approved by the City of Eastvale.

- 1) Limonite Avenue Street Trees
  - *Cercis occidentalis* (Western Redbud)
  - *Platanus acerifolia* (London Plane Tree)
  - *Quercus agrifolia* (Coast Live Oak)
- 2) Hellman Avenue Street Tree
  - *Pyrus calleryana* 'Bradfordii' (Bradford Pear)
- 3) Interior Streets and Streets A and B Street Trees
  - *Quercus agrifolia* (Coast Live Oak)
  - *Ophostemon confertus* (Brisbane Box Tree)
- 4) Building Trees
  - *Ophostemon confertus* (Brisbane Box Tree)
  - *Lagerstroemia indica* (Crape Myrtle)
  - *Cupressus sempervirens* (Italian Cypress)
  - *Pyrus c. Bradfordi* (Bradford Pear)
  - *Laurus nobilis* (Sweet Bay Tree)

- Citrus (Variety)
- 5) Parking Lot Trees
  - *Platanus acerifolia* (London Plane Tree)
  - *Pistacia chinensis* (Chinese Pistache Tree)
  - *Pyrus c. 'Chanticleer'* (Ornamental Pear)
  - *Rhus lancea* (African Sumac)
  - *Olea europaea* (Olive-fruitless variety)
  - *Quercus agrifolia* (Coast Live Oak)
  - *Cinnamomum camphora* (Camphor Tree)
- 6) Bioswale Groundcovers/Shrubs/Trees
  - *Umbellularia californica* (California Laurel)
  - *Platanus acerifolia* (London Plane Tree)
  - *Arctostaphylos densiflora* (Manzanita)
  - *Rhamnus californica* (California Coffee Berry)
  - *Ceanothus griseus 'Louis Edmunds'* (Louis Edmunds California Lilac)
  - *Calocedrus decurrens* (Incense Cedar)
  - *Mahonia pinnata* (California Holly Grape)
  - *Carex divulsa* (Berkeley Sedge)
  - *Juncus patens* (California Gray Rush)
  - *Leymus Tritichoides* (Bearded Wild Rye)
  - *Muhlenbergia rigens* (Deer Grass)
  - *Festuca mairei* (Atlas Fescue)
- 7) Project Edge Trees
  - *Pinus elderica* (Afghan Pine)
  - *Ophostemon confertus* (Brisbane Box Tree)
- 8) Monument Areas
  - *Olea europaea* (Olive-fruitless variety)
  - *Platanus acerifolia* (London Plane Tree)
  - Agaves
  - Ornamental Grasses
  - Bougainvillea
- 9) Tall Shrubs: These shall reach 3 to 10 feet in height at maturity and shall not be frequently sheared or pruned. The shrubs shall display flowers and/or foliage color and be resistant to prolonged periods of drought. Acceptable species include:
  - *Eleagnus pungens* (Silverberry)
  - *Leucophyllum frutescens* (Texas Sage)

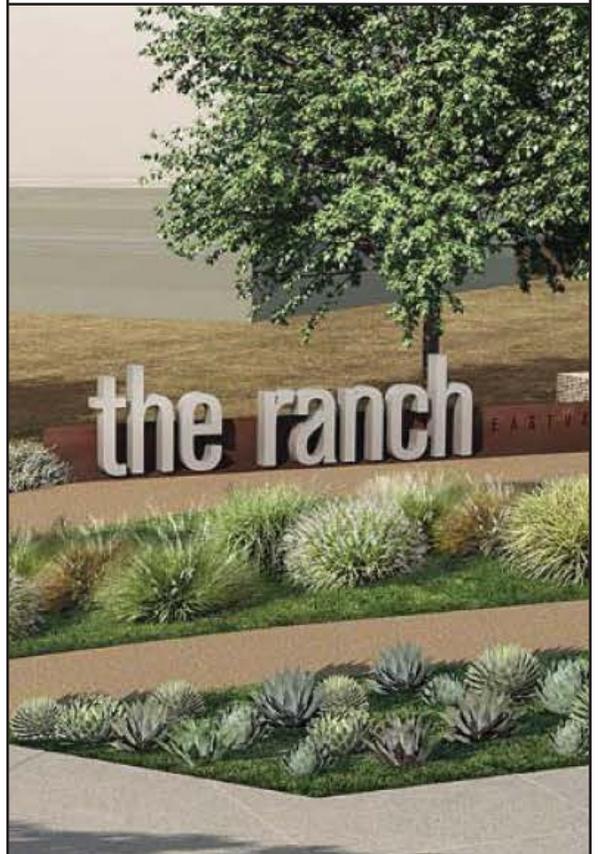
- *Pittosporum crassifolium* (Karo)
  - *Prunus c. Bright n' Tight* (Carolina Cherry)
  - *Phormium* varieties (New Zealand Flax)
  - *Ligustrum j. Texanum* (Texas Privet)
  - *Westringia fruticosa* (Coast Rosemary)
- 10) Low Shrubs and Groundcover: These shall reach no more than 3 feet in height at maturity and shall not be frequently sheared or pruned. The shrubs shall display flowers and/or foliage color and be resistant to prolonged periods of drought. Acceptable species include:
- *Baccharis pilularis* 'Twin Peaks' (Dwarf Coyote Brush)
  - *Bougainvillea rosenka* (Prostrate Bougainvillea)
  - *Callistemon viminalis* 'Little John' (Dwarf Bottlebrush)
  - *Carissa m. Green Carpet* (Prostrate Natal Plum)
  - *Cotoneaster horizontalis* (Rock Cotoneaster)
  - *Dietes bicolor* (Fortnight Lily)
  - *Elymus tritichoides* (Wild Rye)
  - *Hemerocallis* hybrids (Daylily)
  - *Lantana* 'New Gold' (Yellow Lantana)
  - *Lonicera j. Halliana* (Hall's Honeysuckle)
  - *Muhlenbergia rigens* (Deer Grass)
  - *Myoporum Pacificum* (Myoporum)
  - *Pittosporum Wheeleri* (Wheeler's Dwarf Tobira)
  - *Raphiolepis i. Clara* (Indian Hawthorn)
  - *Rosemarinus officinalis* (Rosemary)
  - *Salvia apiana* (White Sage)
- 11) Hedge Plantings:
- *Ligustrum j. Texanum* (Texas Privet)
  - *Westringia f. 'Morning Light'* (Dwarf Coast Rosemary)
- 12) Trash Enclosures and Walls: These walls shall be planted with self-adhering vines no less than 12 feet on center and a minimum of 5 gallon in size. Acceptable species include:
- *Ficus pumila repens* (Creeping Fig)
  - *Parthenocissus tricuspidata* (Boston Ivy)

## 4.8 Irrigation Guidelines

- 1) All landscaped areas shall be watered with a permanent underground irrigation system, except at slopes where there may be a permanent above-ground irrigation system. Irrigation systems which adjoin a separate maintenance responsibility area shall be designed in such a manner as to ensure complete water coverage between the areas.
- 2) Proper consideration of irrigation system design and installation in the climate extremes of The Ranch at Eastvale is critical to the success of the landscape investment. In particular, the combined summer elements of heat and wind must be carefully considered in proper irrigation design and equipment selection.
- 3) Drip irrigation shall be utilized whenever feasible, with overhead spray irrigation used only when required due to site constraints such as large slopes or hydroseeded areas. In areas where trees are planted within drip zones, bubblers or some other form of additional water shall be provided to sustain the tree roots zones. Overhead spray irrigation systems shall be designed with head to head, 100 percent coverage with pop-up sprayheads used adjacent to pedestrian areas. Sprinklers on risers are permitted next to screenwalls, building walls, and fences as long as they are not adjacent to pedestrian and vehicular traffic. Irrigation controllers shall be weather-based, capable of multiple program start times and compatible with rain shut-off and flow-sensing devices.
- 4) Water Conservation Measures
  - a) Drip and/or bubbler irrigation will be used where appropriate.
  - b) Use of moisture sensors and/or central control irrigation system may be incorporated where appropriate and feasible.
  - c) Irrigation systems will be designed per Section 5.4 (Landscape General Provisions) of the City of Eastvale Municipal Zoning Code, or correlating provisions of the Municipal Code effective at the time of development permit application(s).
- 5) Water systems for common open space areas shall use non-potable water, if approved facilities are made available by the water purveyor. Provisions for the conversion to a non-potable water system shall be provided within the landscape plan. Water systems designed to utilize non-potable water shall be designed to meet all applicable standards of the California Regional Water Quality Control Board, JCSD, and the City of Eastvale.

# Section 5.0

## *Glossary*



## 5.0 GLOSSARY

**Abutting:** Having property or zone district boundaries in common; for example, two lots are abutting if they have property lines in common.

**Access:** A way of approaching or entering a property. Access includes ingress (the right to enter) and egress (the right to leave).

**Acres, gross:** The entire acreage of a site. Gross acreage is calculated to the centerline of proposed bounding streets and to the edge of the right-of-way of existing or dedicated streets.

**Acres, net:** The portion of a site that can actually be built upon. The following generally are not included in the net acreage of a site: public or private road rights-of-way, public open space, and flood ways.

**Agricultural Preserve:** Land designated for agricultural use.

**Airport Land Use Commission (ALUC):** Airport Land Use Commissions (ALUCs) have been established for all counties with public use airports within the state of California. ALUCs are formed with the specific intent of implementing state law (Public Utilities Code) regarding airports and surrounding land use compatibility.

**Arterial:** A roadway that provides intra-community travel and access to the countywide highway system, characterized by medium-speed (30-40 mph) and medium-capacity (10,000-35,000 average daily trips). Access to community arterials should be provided at collector roads and local streets, but direct access from parcels to existing arterials is common.

**Buffer:** An area of land separating two distinct uses that acts to soften or mitigate the effects of one use on the other.

**Buildout:** Development of land to its full potential or theoretical capacity as permitted under current or proposed planning or zoning designations.

**Business Park:** An area specifically designated, landscaped, and designed to accommodate office, warehouse, light industrial, and other commerce-related uses.

**California Environmental Quality Act (CEQA):** A state law requiring state and local agencies to analyze the potential impacts of their actions on the environment, disclose their findings to the public, and to mitigate impacts where feasible.

**Commercial:** A land use classification that permits facilities for the buying and selling of commodities and services.

**Conditional Use Permit (CUP):** A discretionary permit issued by a hearing body to allow a conditional use that may or may not be allowable under the zoning code. If approval is granted, the developer must meet certain conditions to harmonize the project with its surroundings. Each application is considered on its individual merits. CUPs require a public hearing and, if approval is granted, are usually subject to the fulfillment of certain conditions by the developer.

**Density:** The amount of development per acre permitted on a parcel under the applicable zoning.

**Detention:** Any storm drainage technique that retards or detains runoff, like detention or retention basins, parking lot storage, rooftop storage, porous pavement, or dry wells.

**Distribution:** See "Warehousing/distribution."

**Easement:** The right to use property owned by another for specific purposes or to gain access to another property. For example, utility companies often have easements on the private property of individuals to be able to install and maintain utility facilities.

**Environmental Impact Report (EIR):** A report that identifies and assesses the likely environmental effects of continuing operations of an existing facility or potentially those of a proposed project. Required by many states as part of the application to a county or city for approval of a land development or project.

**Floor Area Ratio (FAR):** The gross floor area permitted on a site divided by the total net area of the site, expressed in decimals to one or two places.

**Feasible:** Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

**Guidelines:** General statements of policy direction around which specific details may be later established.

**Incidental:** Ancillary or secondary by nature. For example, automobile uses that require repair and incidental retail sale of spare parts.

**Industrial:** A land use classification often divided into “heavy industrial” uses, like construction yards, quarrying, and factories; and “light industrial” uses, like research and development and less intensive warehousing and manufacturing.

**Laboratories:** A facility characterized by special purpose equipment or a specific space configuration that limits instructional or research activities to a particular discipline or a closely related group of disciplines. These activities may be found in all fields of study including letters, humanities, natural sciences, social sciences, vocational and technical disciplines. Example laboratories include film, medical, dental, R&D, etc.

**Manufacturing:** The fabrication (process in which an item is made from raw or semi-finished materials instead of being assembled from ready-made components or parts), processing (procedures involving chemical, physical, electrical or mechanical steps to aid in the manufacturing of an item or items), packaging (technology of enclosing or protecting products for distribution, storage, sale, and use) and assembly (practice of taking individual parts and joining them to form a whole good ) of materials from parts that are already in processed form and that, in their maintenance, assembly or operations, create a negligible amount of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Typical items requiring manufacturing include but are not limited to apparel, furnishings, and electronic devices.

**Manufacturing, Heavy:** Manufacturing that requires some outdoor activity (noise or odor) and/or storage.

**Manufacturing, Light:** Manufacturing that occurs entirely within an enclosed building.

**Permit:** Any license, certificate, approval, or other entitlement for use granted or denied by any public agency which is subject to the provisions of this Specific Plan.

**Personal services:** Activities where people offer their knowledge and time to improve productivity, performance, potential, and sustainability. The production of services instead of end products. Typical personal services include but are not limited to barbers, nail shops, dry cleaners, locksmiths, tailors, shoe repair, massage, etc.

**Primary exposure:** The front of a building. In commercial spaces the primary exposure is where most shoppers will enter.

**Project:** Under CEQA, the whole of an action that has a potential for resulting in physical change to the environment, and is an activity subject to one or more discretionary approvals by public agencies. A project may include construction activities, clearing or grading of land, improvements to existing structures, and activities or equipment involving the issuance of a permit. CEQA applies to projects undertaken by a public agency, funded by a public agency or that requires an issuance of a permit by a public agency. See California Environmental Quality Act

**Public view:** Spaces visible at grade by persons in public areas such as public streets, parking lots and walking paths.

**Right-of-Way:** A strip of land occupied or intended to be occupied by certain transportation and public use facilities, like roads, railroads, and utility lines.

**Research and Development:** Activities in connection with corporate or governmental innovation such as science and technology (laboratories), education and training (training facilities).

**Runoff:** Water from rain or snow that is not absorbed into the ground but instead flows over less permeable surfaces into streams and rivers

**Setback Regulations:** The requirements that a building be set back a certain distance from the front, side or rear lot line.

**Shall:** Will have to, is determined to, or definitely will.

**Should:** Probable or expected.

**Specific Plan:** A plan that an agency may adopt to implement the general plan in all or part of the area covered by the general plan.

**Standards:** A rule or measure establishing a level of quality or quantity that must be complied with or satisfied.

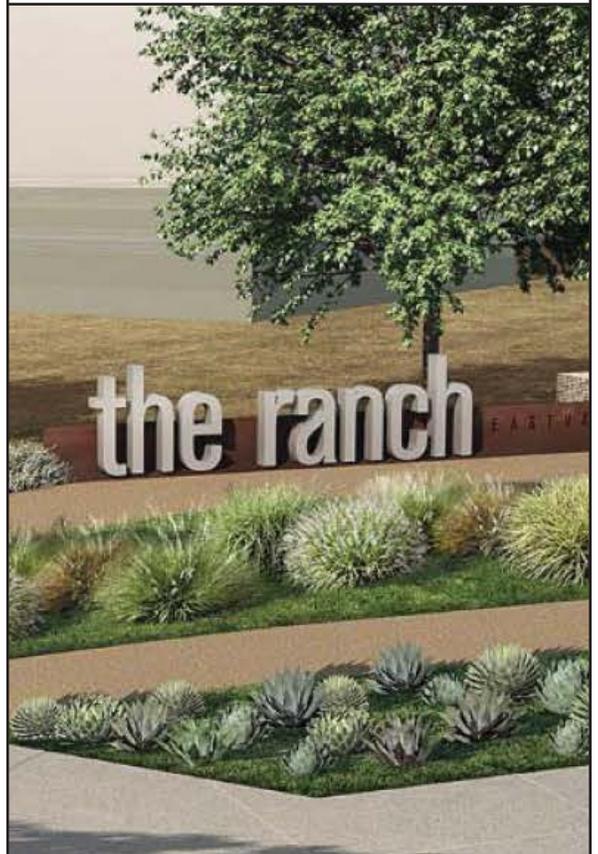
**Structure:** Anything constructed or erected and the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground, but not including the following: 1) walls or fences less than six feet in height, 2) banner signs.

**Warehousing / distribution:** The receipt and temporary stocking of products (goods) to be redistributed to retailers, wholesalers, or directly to customers.

**Wholesaling:** This includes the movement and storage of raw materials, work-in-process inventory and finished goods from a point of origin to point of consumption. Uses would include goods movement (import, export and sales of product).

**Williamson Act:** Known formally as the California Land Conservation Act of 1965, it provides property owners a financial incentive to retain prime agricultural land and open space in agricultural use, thereby slowing its conversion to urban and suburban development. The program entails a ten-year contract between the city or county and an owner of land whereby the land is taxed on the basis of its agricultural use rather than its market value. The land becomes subject to certain enforceable restrictions, and certain conditions need to be met prior to approval of an agreement.

**Appendix A**  
***Legal Description***



**PLANNING AREAS 1 - 6**

TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-491492-ONT1, DATED JANUARY 6, 2015.

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 AS SHOWN ON PARCEL MAP 6141 PER THE MAP FILED IN BOOK 21, PAGE 93 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCEL 3 AS SHOWN ON PARCEL MAP 6141 PER THE MAP RECORDED IN BOOK 12, PAGE 93 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM A PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, S.B.M., LOCATED IN PARCEL 3 AS SHOWN ON PARCEL MAP 6141, RECORDED IN PARCEL MAP BOOK 21, PAGE 93, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 3, THENCE NORTH 89°57'00" EAST 354.56 FEET ALONG THE SOUTH LINE THEREOF, THENCE NORTH 0°03'00" WEST 20.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 0°03'00" WEST 65.00 FEET, THENCE NORTH 89°57'00" EAST 75.00 FEET, THENCE SOUTH 0°03'00" EAST 65.00 FEET, THENCE SOUTH 89°57'00" WEST 75.00 FEET TO THE POINT OF BEGINNING.

APN: 144-010-008-0 (Affects Parcel A) and 144-010-013-4 (Affects Parcel B)

**PLANNING AREAS 7 - 9**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THOSE PORTIONS OF THE NORTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, IN THE JURUPA RANCHO, SHOWN AS PARCEL 2 OF PARCEL MAP 6141, ON FILE IN BOOK 21 PAGE 93 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED DECEMBER 10, 1976 AS INSTRUMENT NO. 190445 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN AND OVER THOSE PORTIONS OF THE NORTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, IN THE JURUPA RANCHO SHOWN AS PARCELS 1 AND 3 AS SHOWN BY MAP OF FILE IN BOOK 21 PAGE 93 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF KIMBALL AVENUE IN SAN BERNARDINO COUNTY, WITH THE WEST LINE OF SAID PARCEL 1; THENCE SOUTH 0 DEGREES 15' 30" EAST, ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 89 DEGREES 45' 20" EAST, 2353.79 FEET ON THE SOUTH LINES OF SAID PARCELS 1 AND 3 TO THE SOUTHWEST CORNER OF PARCEL 2 OF SAID MAP; THENCE NORTH 0 DEGREES 13' 15" EAST, 44.00 FEET TO A LINE PARALLEL WITH AND NORTHERLY 44.00 FEET FROM THE SOUTH LINE OF SAID PARCELS 1 AND 3 OF SAID MAP;

THENCE SOUTH 89 DEGREES 45' 20" WEST, 2286.82 FEET ON SAID PARALLEL LINE; THENCE NORTH 45 DEGREES 15' 05" WEST, 32.52 FEET TO A LINE PARALLEL WITH AND EASTERLY 44.00 FEET FROM SAID WEST LINE OF PARCEL 1; THENCE NORTH 0 DEGREES 15' 30" WEST ON LAST SAID PARALLEL LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF SAID NORTH LINE OF KIMBALL AVENUE; THENCE WEST 44.00 FEET TO THE POINT OF BEGINNING.

APN: 144-010-009-1



# CITY OF EASTVALE

## CITY COUNCIL STAFF REPORT

ITEM 7.5

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**DATE:** JANUARY 13, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MARC DONOHUE, CITY CLERK

**SUBJECT:** 2016 HOLIDAY & CITY COUNCIL MEETING SCHEDULE

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**RECOMMENDATION: ADOPT A HOLIDAY & CITY COUNCIL MEETING SCHEDULE FOR THE 2016 CALENDAR YEAR.**

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### BACKGROUND

City Council meetings are held on the second and fourth Wednesdays of each month at 6:30 p.m. The City Council shall have the ability to adjust and/or add other meetings dates, as deemed appropriate.

City employees are designated 11 paid holidays per year. If a holiday falls on a Friday or Saturday, City Hall is closed the previous Thursday. If a holiday falls on a Sunday, City Hall is closed the following Monday.

### DISCUSSION

Due to the holiday schedule, the following City Council meetings have been canceled:

1. November 23, 2016 – Canceled due to Thanksgiving holiday
2. December 28, 2016 – Canceled due to Christmas & New Year's holiday

City Hall will be closed December 22<sup>nd</sup> in observance of Christmas Eve and December 26<sup>th</sup> in observance of Christmas day. With the current holiday schedule, City Hall would only be open from the 27<sup>th</sup> through the 29<sup>th</sup> during the last week of December. Past experience demonstrates that the City experiences limited requests for services. All contract services (Police and Fire) will remain on duty and their services will not be impacted. The Planning and Public Works Departments will have limited staff on hand to handle requests for inspection and plan reviews. City employees would have the option to work with the offices closed to the general public or utilize their floating holiday, compensatory time or vacation days to take time off during the week. Therefore, staff is recommending closing City Hall to the general public from December 27 – 29, 2016. Closing City Hall during the holidays was an originally approved practice on December 10, 2014.

**FISCAL IMPACT** - None

**STRATEGIC PLAN IMPACT** – None



# **CITY OF EASTVALE**

## **CITY COUNCIL STAFF REPORT**

**ITEM 7.5**

### **ATTACHMENTS**

1. Holiday Schedule
2. City Council Meeting Schedule

Prepared by: Marc Donohue, City Clerk  
Reviewed by: John Cavanaugh, City Attorney  
Reviewed by: Michele Nissen, City Manager



## CITY OF EASTVALE 2016 HOLIDAY SCHEDULE

<b>HOLIDAY</b>	<b>DESIGNATED DAY</b>	<b>OBSERVED ON</b>
<b>“Martin Luther King Jr. Day”</b>	<b>January 18, 2016</b>	<b>January 18, 2016</b>
<b>“President’s Day”</b>	<b>February 15, 2016</b>	<b>February 15, 2016</b>
<b>“Memorial Day”</b>	<b>May 30, 2016</b>	<b>May 30, 2016</b>
<b>“Independence Day”</b>	<b>July 4, 2016</b>	<b>July 4, 2016</b>
<b>“Labor Day”</b>	<b>September 5, 2016</b>	<b>September 5, 2016</b>
<b>“Veteran’s Day”</b>	<b>November 11, 2016</b>	<b>November 10, 2016</b>
<b>“Thanksgiving Day”</b>	<b>November 24, 2016</b>	<b>November 23, 2016</b>
<b>“Day After Thanksgiving”</b>	<b>November 25, 2016</b>	<b>November 24, 2016</b>
<b>“Christmas Eve Day”</b>	<b>December 24, 2016</b>	<b>December 22, 2016</b>
<b>“Christmas Day”</b>	<b>December 25, 2016</b>	<b>December 26, 2016</b>
<b>“New Year’s Day”</b>	<b>January 1, 2017</b>	<b>January 2, 2017</b>

### CITY HALL CLOSED TO THE GENERAL PUBLIC

<b>December 27 – 29, 2016</b>
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**PLEASE NOTE: CITY HALL IS CLOSED EVERY FRIDAY. IF A HOLIDAY FALLS ON A FRIDAY OR SATURDAY, CITY HALL IS CLOSED THE PREVIOUS THURSDAY. IF A HOLIDAY FALLS ON A SUNDAY, CITY HALL IS CLOSED THE FOLLOWING MONDAY.**



## CITY OF EASTVALE CITY COUNCIL MEETING SCHEDULE

MEETING DATE/TIME & TYPE	NOTES
January 13, 2016 – Regular Meeting	
January 27, 2016 – Regular Meeting	
February 10, 2016 – Regular Meeting	
February 24, 2016 – Regular Meeting	
March 9, 2016 – Regular Meeting	
March 23, 2016 – Regular Meeting	
April 13, 2016 – Regular Meeting	
April 27, 2016 – Regular Meeting	
May 11, 2016 – Regular Meeting	
May 25, 2016 – Regular Meeting	
June 8, 2016 – Regular Meeting	
June 22, 2016 – Regular Meeting	
July 13, 2016 – Regular Meeting	
July 27, 2016 – Regular Meeting	
August 10, 2016 – Regular Meeting	
August 24, 2016 – Regular Meeting	
September 14, 2016 – Regular Meeting	
September 28, 2016 – Regular Meeting	
October 12, 2016 – Regular Meeting	
October 26, 2016 – Regular Meeting	
November 9, 2016 – Regular Meeting	
<del>November 23, 2016 – Regular Meeting</del>	Canceled due to Thanksgiving holiday
December 14, 2016 – Regular Meeting	
<del>December 28, 2016 – Regular Meeting</del>	Canceled due to Christmas holiday



**CITY OF EASTVALE  
CITY COUNCIL STAFF REPORT**

**ITEM 7.6**

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**DATE:** JANUARY 13, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JOE INDRAWAN, DEPUTY CITY ENGINEER

**SUBJECT:** ACCEPTANCE OF PUBLIC IMPROVEMENTS OF TRACTS 31622 & 31931, STANDARD PACIFIC HOMES – NORTHWEST CORNER OF ARCHIBALD AVENUE AND SCHLEISMAN ROAD

---

**RECOMMENDATION: ADOPT RESOLUTION ACCEPTING AS COMPLETE, THE PUBLIC IMPROVEMENTS FOR TRACTS 31622 & 31931 AND DIRECT STAFF TO FILE RESPECTIVE NOTICE OF COMPLETION - PROJECTS 10-0076 & 10-0088 RESPECTIVELY**

---

**BACKGROUND**

Prior to the City of Eastvale’s incorporation, Standard Pacific Homes, the subdivider, entered into a Subdivision Improvement Agreement with the County of Riverside to complete public improvements as part of the subject-referenced subdivision map.

The City’s Public Works staff, in conjunction with the County Transportation Department staff, have completed the inspections of the public improvements and is recommending that the improvements be accepted at this time. Upon acceptance, the accepted improvements will automatically enter into a one-year warranty period as required by the Subdivision Improvement Agreement.

**DISCUSSION**

Upon acceptance, the County Transportation Department (security holder) will release the improvement securities related to this project in accordance with the Subdivision Improvement Agreement as follows:

<b>Security to be Released</b>	<b>Time of Release</b>
Faithful Performance Security	After Council Acceptance
Labor & Material (Payment) Security	180 Days After Council Acceptance provided no claims have been filed.
Warranty Security	365 Days after Council Acceptance; provided that all warranty issues are satisfied.

**FISCAL IMPACT**

The costs associated with maintenance will be paid from Gas Tax and Measure A Funds.

**STRATEGIC PLAN IMPACT** - None



# **CITY OF EASTVALE**

## **CITY COUNCIL STAFF REPORT**

**ITEM 7.6**

### **ATTACHMENTS**

1. Resolution 16-XX
2. Resolution 16-XX
3. Site Map Tracts 31622 & 31931

Prepared by: Joe Indrawan, Deputy City Engineer  
Reviewed by: Michele Nissen, City Manager  
Reviewed by: John Cavanaugh, City Attorney

**RESOLUTION NO. 16-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECTS 10-0076 (TRACT 31622) STANDARD PACIFIC HOMES

**WHEREAS**, Standard Pacific Homes proposed a development of Tract 31622 which included, in part, the construction of public improvements; and

**WHEREAS**, in October 2006 the Riverside County Board of Supervisors approved the final map for Tract 31622 and had not accepted the public improvements; and

**WHEREAS**, upon incorporation, Tracts 31622 is located within the City of Eastvale; and

**WHEREAS**, Standard Pacific Homes completed the public improvements and the City is ready to accept the improvements.

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

Accept the completed required public improvements, subject to the conditions of the Subdivision Improvement Agreements for Project 10-0076, Tract 31622.

PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Ike Bootsma, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

\_\_\_\_\_  
Marc Donohue, City Clerk

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

I, Marc Donohue, City Clerk of the City Council of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution, No. 16-XX, was duly adopted by the City Council of the City of Eastvale, California, at a regular meeting thereof held on the 13<sup>th</sup> day of January, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marc Donohue, City Clerk

**RESOLUTION NO. 16-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,  
ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECTS 10-0088 (TRACT  
31931) STANDARD PACIFIC HOMES

**WHEREAS**, Standard Pacific Homes proposed a development of Tract 31931 which included, in part, the construction of public improvements; and

**WHEREAS**, in June 2007 the Riverside County Board of Supervisors approved the final map for Tract 31931 and had not accepted the public improvements; and

**WHEREAS**, upon incorporation, Tracts 31931 is located within the City of Eastvale; and

**WHEREAS**, Standard Pacific Homes completed the public improvements and the City is ready to accept the improvements; and

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

Accept the completed required public improvements, subject to the conditions of the Subdivision Improvement Agreements for Project 10-0088, Tract 31931

PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Ike Bootsma, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

\_\_\_\_\_  
Marc Donohue, City Clerk

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

I, Marc Donohue, City Clerk of the City Council of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution, No. 16-XX, was duly adopted by the City Council of the City of Eastvale, California, at a regular meeting thereof held on the 13<sup>th</sup> day of January, 2016, by the following vote, to with:

AYES:

NOES:

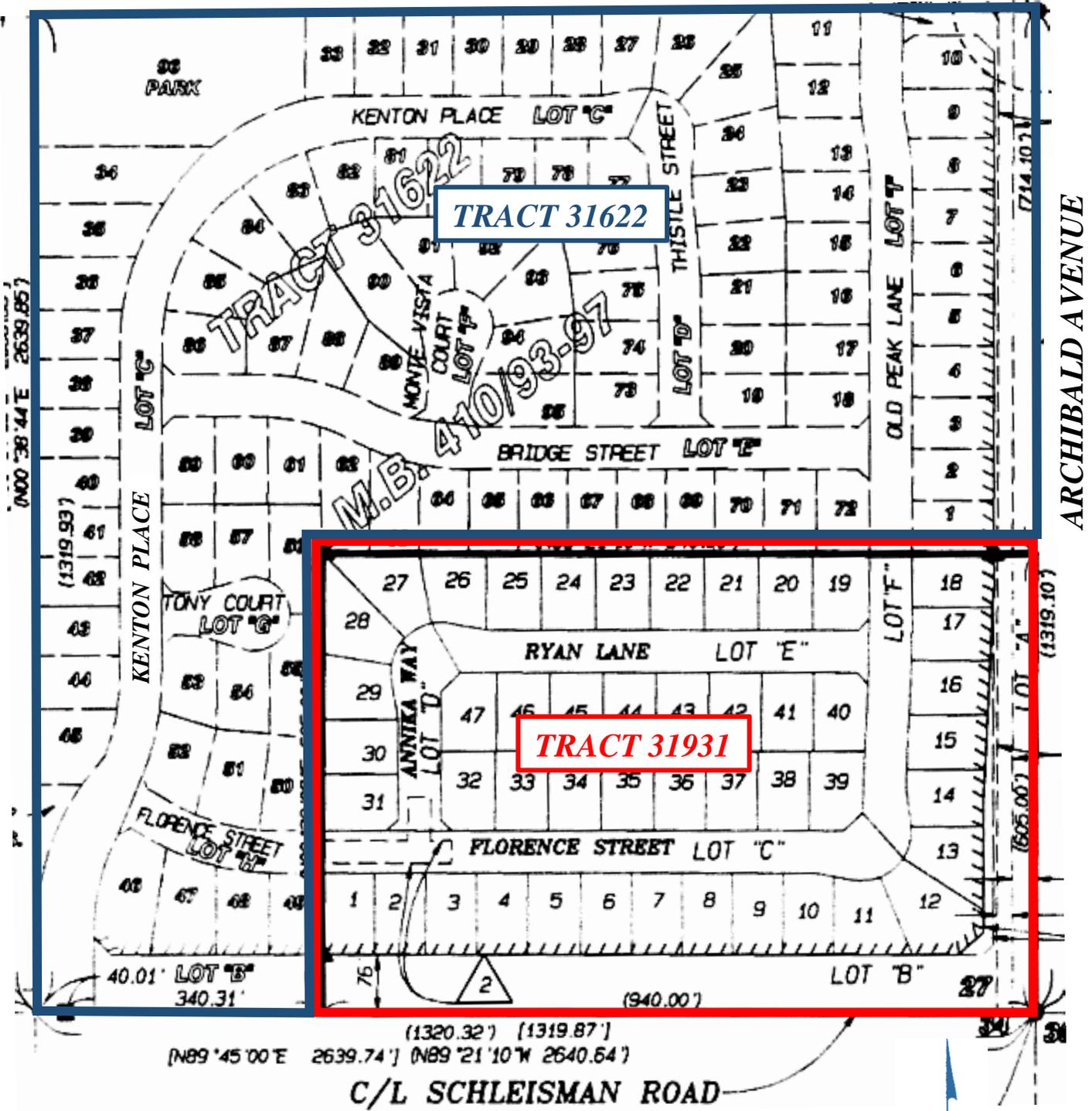
ABSENT:

ABSTAIN:

---

Marc Donohue, City Clerk

**TRACTS 31622 & 31931**  
**STANDARD PACIFIC HOMES**





**CITY OF EASTVALE  
CITY COUNCIL STAFF REPORT**

**ITEM 7.7**

---

**DATE:** JANUARY 13, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TAMRA IRWIN, SENIOR ADMINISTRATIVE ANALYST

**SUBJECT:** COMMUNITY DEVELOPMENT BLOCK GRANT  
SUPPLEMENTAL AGREEMENT

---

**RECOMMENDATION: AUTHORIZE THE CITY MANAGER TO EXECUTE THE SUPPLEMENTAL AGREEMENT FOR THE 2015-16 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR.**

---

## **BACKGROUND**

As part of the County of Riverside's Community Development Block Grant (CDBG) Program, the City of Eastvale is required to submit an application to the County for projects it desires to implement during each program year. Such projects are to be reviewed by the County's Economic Development Agency (EDA) to determine whether they are (1) eligible under Federal regulations for funding and inclusion in the one-year action plan of the County's Five-Year Consolidated Plan and (2) consistent with both Federal and County policy governing use of CDBG funds.

## **DISCUSSION**

The following is a list of CDBG projects for FY 15/16:

1. Eastvale Pedestrian Accessibility (Project No. 2.EV.09-15)- \$116,377

This will enhance pedestrian safety by installing new, and upgrading existing, pedestrian sidewalk ramps to meet ADA requirements in the Chandler Street and Selby Avenue areas.

2. Youth Recreation Scholarship Program (Project No. 2.EV.10-15) - \$18,945

The Eastvale Community Foundation provides financial scholarships to low-income youth so that they can participate in recreational programs offered in the City of Eastvale. CDBG funds will be used to cover the costs of "scholarships" for eligible youth.



# **CITY OF EASTVALE**

## **CITY COUNCIL STAFF REPORT**

**ITEM 7.7**

### **FISCAL IMPACT**

EDA is estimating approximately \$135,322 in project funding for FY 15/16. The anticipated total funding is sufficient to cover the projects on the project list.

### **STRATEGIC PLAN IMPACT**

Objective 4.9.1. Continue to support and enhance the role of the community foundation in providing scholarships and other benefits for the community. Undertake long-term capital improvement projects that benefit the City such as wayfinding signs, City monuments, and frontage landscape in public locations such as along Chandler

### **ATTACHMENT**

#### **1. Supplemental Agreement**

Prepared by: Tamra Irwin, Senior Administrative Analyst

Reviewed by: John Cavanaugh, City Attorney

Reviewed by: Michele Nissen, City Manager

**SUPPLEMENTAL AGREEMENT FOR THE USE OF  
2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Supplemental Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the CITY OF **EASTVALE**, herein called "CITY." COUNTY and CITY are collectively referred to as “Parties” and individually as “Party.”

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 15, 2015 (“Cooperation Agreement”), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds (“CDBG”), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated July 15, 2015, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of **\$135,322**, CDBG Entitlement Funds, as specifically identified in Exhibits A and B, attached hereto, and are incorporated herein by this reference, for the following projects (collectively, the “Projects”):

- 2.EV.09-15                      Eastvale Pedestrian Accessibility,                      \$116,377**
- 2.EV.10-15                      Youth Recreation Scholarship Program,                      \$18,945**

3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the Projects shall be for a period of one (1) year from July 1, 2015 to termination on June 30, 2016. City shall proceed consistent with the completion schedule set

1 forth in Exhibits A and B, attached hereto and incorporated herein. In the event the Projects are  
2 not substantially completed by the time set forth in the applicable completion schedules due to a  
3 force majeure event (See Section 24 below), the COUNTY may consider extending the schedule  
4 for the completion of the project(s). Times of performance for other activities may also be  
5 extended in writing by COUNTY. If substantial progress toward completion in conformance  
6 with the completion schedule, as determined by COUNTY in its discretion, of the projects are  
7 not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate  
8 this Supplemental Agreement pursuant to the termination procedures set forth in the section  
9 titled "Termination," and the entitlement funds associated with the Projects may be  
10 reprogrammed by the COUNTY after appropriate notice is provided to the City.

11 4. DISPOSITION OF FUNDS.

12 A. COUNTY's Board of Supervisors shall determine the final disposition and  
13 distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of  
14 this Supplemental Agreement. COUNTY, through its Economic Development Agency, shall  
15 make payment of the CDBG funds to CITY as set forth in the attached Exhibits A and B. It is  
16 the CITY's responsibility to monitor all project activities set forth in the attached Exhibits A  
17 and B, and to ensure compliance with applicable federal regulations and the terms of this  
18 Supplemental Agreement.

19 B. CITY shall comply with timely drawdown of CDBG Entitlement funding  
20 by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects.  
21 CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's  
22 overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January  
23 31, 2016, exceeds two-times (200%) the CITY's 2015-2016 CDBG allocation, the COUNTY  
24 may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG  
25 fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG  
26 fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and  
27 absolute discretion, authorize CITY in writing, prior to January 31, 2016, to exceed the CDBG  
28

1 fund balance requirement.

2 C. CITY shall comply with timely drawdown of CDBG funds by submitting  
3 monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All  
4 disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30)  
5 days after the COUNTY has received the CITY's reimbursement request including  
6 documentation supporting expenditures.

7 D. All authorized obligations incurred in the performance of the  
8 Supplemental Agreement for projects eligible under the following CDBG regulations must be  
9 reported in writing to COUNTY no later than by June 15, 2016:

- 10 1. Public Services [24 CFR 570.201 (e)]
- 11 2. Acquisition [24 CFR 570.201 (a)]
- 12 3. Clearance Activities [24 CFR 570.201 (d)]
- 13 4. Interim Assistance [24 CFR 570.201 (f)]
- 14 5. Code Enforcement [24 CFR 570.202 (c)]

15 All other eligible activities under this Supplemental Agreement must be implemented,  
16 completed, and obligations reported in writing to the COUNTY by the CITY no later than the  
17 completion schedules set forth in the attached Exhibits to this Supplemental Agreement. "CFR"  
18 as used herein refers to the Code of Federal Regulations.

19 5. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with  
20 COUNTY in undertaking essential community development and housing assistance activities,  
21 specifically urban renewal and public assistance housing, and shall assist COUNTY in  
22 implementing and undertaking the goals and strategies identified in the 2014-2019 Five Year  
23 Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community  
24 Development Block Grant Program.

25 6. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA  
26 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Section 15051(d) of Title 14 of the  
27 California Administrative Code, the CITY is designated as the lead agency for the projects that  
28

1 are the subject matter of this Supplemental Agreement.

2 7. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the  
3 provisions of Section 895.2 of the California Government Code imposing certain tort liability  
4 jointly upon public entities solely by reason of such entities being parties to an agreement as  
5 defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in  
6 Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages  
7 including, but not limited to, claims, demands, losses, liabilities, costs and expenses including  
8 reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their  
9 employees or agents in the performance of this Agreement, and each Party shall indemnify,  
10 defend and hold harmless the other Parties from such claims, demands, damages, losses or  
11 liabilities for their negligence

12 8. INSURANCE. Without limiting or diminishing the CITY obligation to  
13 indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be  
14 maintained, at its sole cost and expense, the following insurance coverage's during the term of  
15 this Agreement.

16 a. Workers' Compensation:

17 If the CITY has employees as defined by the State of California, the CITY shall  
18 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of  
19 the State of California. Policy shall include Employers' Liability (Coverage B) including  
20 Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy  
21 shall be endorsed to waive subrogation in favor of the County of Riverside.

22 b. Commercial General Liability:

23 Commercial General Liability insurance coverage, including but not limited to,  
24 premises liability, contractual liability, products and completed operations liability, personal and  
25 advertising injury, and cross liability coverage, covering claims which may arise from or out of  
26 CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as  
27

1 Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence  
2 combined single limit. If such insurance contains a general aggregate limit, it shall apply  
3 separately to this agreement or be no less than two (2) times the occurrence limit.

4 c. Vehicle Liability:

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or  
7 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single  
8 limit. If such insurance contains a general aggregate limit, it shall apply separately to this  
9 agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of  
10 Riverside as Additional Insured.

11 d. General Insurance Provisions - All lines:

12 (i). Any insurance carrier providing insurance coverage hereunder  
13 shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII  
14 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the  
15 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid  
16 for that specific insurer and only for one policy term.

17 (ii). The CITY'S insurance carrier(s) must declare its insurance  
18 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such  
19 retentions shall have the prior written consent of the County Risk Manager before the  
20 commencement of operations under this Agreement. Upon notification of self-insured retention  
21 unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S  
22 carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement  
23 with the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
24 investigations, claims administration, and defense costs and expenses.

25 (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the  
26 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and  
27  
28

1 certified original copies of Endorsements effecting coverage as required herein, and 2) if  
2 requested to do so orally or in writing by the County Risk Manager, provide original Certified  
3 copies of policies including all Endorsements and all attachments thereto, showing such  
4 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall  
5 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
6 to the County of Riverside prior to any material modification, cancellation, expiration or  
7 reduction in coverage of such insurance. In the event of a material modification, cancellation,  
8 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County  
9 of Riverside receives, prior to such effective date, another properly executed original Certificate  
10 of Insurance and original copies of endorsements or certified original policies, including all  
11 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance  
12 required herein is in full force and effect. *CITY shall not commence operations until the*  
13 *COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of*  
14 *endorsements and if requested, certified original policies of insurance including all*  
15 *endorsements and any and all other attachments as required in this Section. An individual*  
16 *authorized by the insurance carrier to do so on its behalf shall sign the original endorsements*  
17 *for each policy and the Certificate of Insurance.*

18  
19 (iv). It is understood and agreed to by the parties hereto that the CITY'S  
20 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or  
21 deductibles and/or self-insured retention's or self-insured programs shall not be construed as  
22 contributory.

23 (v). If, during the term of this Agreement or any extension thereof,  
24 there is a material change in the scope of services; or, there is a material change in the equipment  
25 to be used in the performance of the scope of or, the term of this Agreement, including any  
26 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of  
27 insurance required under this Agreement and the monetary limits of liability for the insurance  
28

1 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the  
2 amount or type of insurance carried by the CITY has become inadequate.

3 (vi). CITY shall pass down the insurance obligations contained herein  
4 to all tiers of subcontractors working under this Agreement.

5 (vii). The insurance requirements contained in this Agreement may be  
6 met with a program(s) of self-insurance acceptable to the COUNTY.

7 (viii). CITY agrees to notify COUNTY of any claim by a third party or  
8 any incident or event that may give rise to a claim arising from the performance of this  
9 Agreement.

10 9. RECORDS AND INSPECTIONS.

11 A. CITY shall establish and maintain financial, programmatic, statistical, and  
12 other supporting records of its operations and financial activities in accordance with the **Uniform**  
13 **Administrative Requirements, Cost Principles, and Audit Requirements for Federal**  
14 **Awards** (2 CFR Part 200.333), and 24 CFR Part 84 and 85, as amended, as they relate to the  
15 acceptance and use of federal funds under this Agreement. Said records shall be retained for a  
16 period of three (3) years from the date that the activity or program funded with the CDBG Grant  
17 is closed out by the COUNTY and reported as complete in the Comprehensive Annual  
18 Performance and Evaluation Report (CAPER). Exceptions to the three (3) year retention period  
19 requirement, pursuant to 2 CFR 200.333 include the following:

20 i. if any litigation, claim, or audit is started prior to the expiration of  
21 the three year period;

22 ii. when the CITY is notified in writing by the COUNTY, HUD, or  
23 other Federal agency to extend the retention period;

24 iii. records for real property and equipment acquired with CDBG  
25 funds must be retained for three (3) years after final disposition;

26 iv. when the records are transferred by the CITY to the COUNTY,  
27 HUD, or other Federal agency, the three (3) year period is not applicable.  
28

1           B.       CITY shall obtain an external audit in accordance with the **Uniform**  
2 **Administrative Requirements, Cost Principles, and Audit Requirements for Federal**  
3 **Awards** (2 CFR Part 200.500) and HUD's single audit regulations (24 CFR Part 44.6). Audits  
4 shall usually be performed annually but not less frequently than every two years. Nonprofit  
5 institutions and government agencies that expend less than \$750,000 a year in Federal awards are  
6 exempt from Federal audit requirements, but records must be available for review by appropriate  
7 officials of the Federal grantor agency or subgranting entity. The audit report shall be submitted  
8 to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

9           C.       CITY shall maintain a separate account for the CITY'S CDBG Entitlement  
10 funds received as set forth in Exhibits A and B, attached hereto.

11           D.       Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours,  
12 make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD),  
13 or other authorized representative, for the examination and copying, all of its records and other  
14 materials with respect to matters covered by this Agreement and provide reasonable access to  
15 CITY staff for the purpose of interview and discussion related to the records and documents.

16           E.       CITY shall not retain any program income as defined in Section 570.500  
17 of Title 24 of the Code of Federal Regulations. Said program income shall be used only for the  
18 activities that are the subject of this Agreement. Further, all provisions of this Agreement shall  
19 apply to such activities.

20           F.       The CITY shall ensure that at least fifty-one percent (51%) of the persons  
21 benefiting from all CDBG-funded activities or projects designated as serving limited clientele  
22 [570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income  
23 guidelines. The CITY shall provide the required income certification and direct benefit  
24 documentation, in writing, to the COUNTY pursuant to the reporting requirement of each  
25 activity as set forth in Exhibits A and B, attached hereto. In the event that CITY engages the  
26 services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in  
27 writing, all required income certification and direct benefit documentation from subcontractors  
28

1 prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set  
2 forth in Exhibits A and B, attached hereto.

3 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal,  
4 state, and local laws, regulations, and ordinances and any amendments thereto and the federal  
5 regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY  
6 is to comply with those regulations found in the **Uniform Administrative Requirements, Cost**  
7 **Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part  
8 84 and 85, as amended, or any subsequent replacement. CITY is to abide by the provisions of the  
9 Community Development Block Grant Manual, prepared by COUNTY and cited in the above-  
10 mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the  
11 Housing & Urban Development Act of 1968, as amended, attached hereto as Exhibit "S" and  
12 incorporated herein by this reference. CITY shall also comply with the provisions of 24 CFR  
13 Part 570.200 (j), attached hereto as Exhibit "R," and incorporated herein by this reference,  
14 pertaining to inherently religious activities.

15 11. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this  
16 Supplemental Agreement, an independent contractor and shall not be deemed an employee of the  
17 COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents  
18 and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY  
19 employees are entitled, including but not limited to overtime, any retirement benefits, worker's  
20 compensation benefits, and injury leave or other leave benefits. There shall be no employer-  
21 employee relationship between the parties; and the CITY shall hold the COUNTY harmless from  
22 any and all claims that may be made against the COUNTY based upon any contention by a third  
23 party that an employer-employee relationship exists by reason of this Supplemental Agreement.  
24 It is further understood and agreed by the parties that the CITY in the performance of this  
25 Supplemental Agreement is subject to the control or direction of the COUNTY merely as to the  
26 results to be accomplished and not as to the means and methods for accomplishing the results.

27 12. TERMINATION.  
28

1           A.     CITY. CITY may not terminate this Agreement except upon express  
2 written consent of COUNTY, pursuant to CFR Part 200.339 (a)(3).

3           B.     COUNTY. Notwithstanding the provisions of Paragraph 12a, COUNTY  
4 may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to  
5 CITY of action being taken and the reason for such action including, but not limited to, the  
6 following reasons:

7                   (1)     In the event CITY fails to perform the covenants herein contained  
8 at such times and in such manner as provided in this Supplemental Agreement; and

9                   (2)     In the event there is a conflict with any federal, state or local law,  
10 ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement  
11 invalid or untenable; or

12                   (3)     In the event the funding from the Department of Housing and  
13 Urban Development referred to in Sections 1 and 2 above is terminated or otherwise becomes  
14 unavailable.

15           C.     This Agreement may be terminated and/or funding suspended, in whole or  
16 in part, for cause in accordance with the **Uniform Administrative Requirements, Cost**  
17 **Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.339). Cause shall  
18 be based on the failure of the CITY to materially comply with either the terms or conditions of  
19 this Agreement. Upon suspension of funding, the CITY agrees not to incur any costs related  
20 thereto, or connected with, any area of conflict from which the COUNTY has determined that  
21 suspension of funds is necessary. CITY acknowledges that failure to comply with Federal  
22 statutes, regulations, or the terms and conditions of this Agreement may be considered by the  
23 COUNTY in evaluating future CDBG and non-CDBG funding applications submitted by CITY.

24           D.     Upon suspension or termination of this Supplemental Agreement, CITY  
25 shall return any unencumbered funds which it has been provided by COUNTY. In accepting said  
26 funds, COUNTY does not waive any claim or cause of action it may have against CITY for  
27 breach of this Supplemental Agreement.

28

1 E. Reversion of Assets

2 1. Upon expiration or termination of this Supplemental Agreement,  
3 the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of  
4 the Supplemental Agreement as well as any accounts receivable held by CITY which are  
5 attributable to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

6 2. Any real property under the CITY'S control that was acquired or  
7 improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in  
8 the form of a loan) in excess of \$25,000 is either:

9 (i) Used to meet one of the National Objectives pursuant to 24  
10 CFR Part 570.208 until five years after expiration of this agreement, or for such longer period of  
11 time as determined to be appropriate by the COUNTY; or

12 (ii) Not used in accordance with Clause (i) above, in which  
13 event the CITY shall pay the COUNTY an amount equal to the current market value of the  
14 property less any portion of the value attributable to expenditures of non-CDBG funds for the  
15 acquisition of, or improvement to, the property.

16 13. NONDISCRIMINATION. CITY shall abide by 24 CFR 570.601 and 570.602 of  
17 Title 24 of the Code of Federal Regulations which requires that no person in the United States  
18 shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be  
19 denied the benefits of, or be subjected to discrimination under any program or activity funded in  
20 whole or in part with Community Development funds. CITY shall abide by and include in any  
21 subcontracts to perform work under this Supplemental Agreement, the following clause:

22 "During the performance of this Supplemental Agreement, CITY and its subcontractors  
23 shall not unlawfully discriminate against any employee or applicant for employment  
24 because of race, religion, color, national origin, ancestry, physical handicap, medical  
25 condition, marital status, age (over 40) or sex. CITY and subcontractors shall insure that  
26 the evaluation and treatment of their employees and applicants for employment are free  
27 of such discrimination. CITY and subcontractors shall comply with the provisions of the  
28

1 Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The  
2 applicable regulations of the Fair Employment and Housing Commission implementing  
3 Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the  
4 California Administrative Code are incorporated into this Agreement by reference and  
5 made a part hereof as if set forth in full. CITY and its subcontractors shall give written  
6 notice of their obligations under this clause to labor organizations with which they have a  
7 collective bargaining or other agreement."

8 14. PROHIBITION AGAINST CONFLICTS OF INTEREST

9 A. CITY and its assigns, employees, agents, consultants, officers and elected  
10 and appointed officials shall become familiar with and shall comply with the **Uniform**  
11 **Administrative Requirements, Cost Principles, and Audit Requirements for Federal**  
12 **Awards** (2 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained  
13 in 24 CFR 570.611, a copy of which is attached hereto as Exhibit "CI" and incorporated herein  
14 by this reference.

15 B. CITY understands and agrees that no waiver of exception can be granted  
16 to the prohibition against conflict of interest except upon written approval of HUD pursuant to  
17 24 CFR 570.611 (d). Any request by CITY for an exception shall first be reviewed by COUNTY  
18 to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole  
19 and absolute discretion. In determining whether such request is appropriate for submission to  
20 HUD, COUNTY will consider the factors listed in 24 CFR 570.611 (e).

21 C. Prior to the distribution of any CDBG funding under this Supplemental  
22 Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents,  
23 consultants, officers and elected and appointed officials who are in a position to participate in a  
24 decision making process, exercise any functions or responsibilities, or gain inside information  
25 with respect to the CDBG activities funded under this Agreement. CITY shall also promptly  
26 disclose to COUNTY any potential conflict, including even the appearance of conflict that may  
27 arise with respect to the CDBG activities funded under this Supplemental Agreement.

1 E. Any violation of this Section 14 shall be deemed a material breach of this  
2 Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by  
3 the COUNTY.

4 15. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no  
5 liability for any later determination by the United States Government, the U.S. Department of  
6 Housing and Urban Development, or any other person or entity that CITY is or is not eligible  
7 under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

8 16. USE OF PROPERTY. Whenever federal CDBG funds or program income are  
9 used, in whole or in part, for the purchase of equipment or personal property, the property shall  
10 not be transferred from its originally funded use, by CITY or the CITY'S subcontractor  
11 implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of  
12 the grant from which CDBG assistance was provided. The CITY shall maintain a current  
13 inventory for COUNTY monitoring and review.

14 17. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY  
15 agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects  
16 to notify, in writing, the Riverside County Workforce Development Center of any and all job  
17 openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

18 18. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant  
19 to this Supplemental Agreement will make reference to the contribution of the COUNTY, the  
20 Economic Development Agency, and the Community Development Block Grant Program in  
21 making the project possible.

22 19. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors  
23 shall be monitored and evaluated in terms of its effectiveness and timely compliance with the  
24 provisions of this Supplemental Agreement and the effective and efficient achievement of the  
25 CDBG National Objectives as set forth in Exhibits A and B, attached hereto. Quarterly reports  
26 shall be due on the last day of the month immediately following the end of the quarter being  
27 reported. The quarterly written reports shall include, but shall not be limited to, the following  
28

1 data elements:

2 A. Title of program, listing of components, description of  
3 activities/operations.

4 B. The projected goals, indicated numerically, and also the goals achieved  
5 (for each report period). In addition, identify by percentage and description, the progress  
6 achieved towards meeting the specified goals and identify any problems encountered in meeting  
7 goals.

8 C. If the CDBG-funded activity meets a National Objective under 24 CFR  
9 570.208 (a)(2)(i), CITY will report the following:

10 1) Total number of direct beneficiaries (clientele served) with  
11 household incomes at:

- 12 • Above 80% MHI
- 13 • Between 50% and 80% MHI (Low-Income)
- 14 • Between 30% and 50% MHI (Very Low-Income)
- 15 • Less than 30% MHI (Extremely Low-Income)

16 2) Total number and percent (%) of the clientele served that have  
17 household incomes at or below 80% MHI

18 3) Racial ethnicity of clientele

19 4) Number of Female-Headed Households

20 D. CITY shall report, in writing, and cause its subcontractors to report, in  
21 writing, beneficiary statistics monthly to the Economic Development Agency (EDA) on the pre-  
22 approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and  
23 racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by EDA should  
24 HUD implement changes during the term of this Supplemental Agreement. CITY and  
25 subcontractors will collect and provide all necessary data required by HUD pertaining to the  
26 Specific Outcome Indicators as identified in HUD's Community Planning and Development  
27 (CPD) Outcome Performance Measurement System.

28

1           20.    SOURCE OF FUNDING. CITY acknowledges that the source of funding  
2 pursuant to this Supplemental Agreement is Community Development Block Grant funds  
3 (CFDA 14.218), and the Grant Award Number is B-15-UC-06-0506.

4           21.    ENTIRE AGREEMENT. This Supplemental Agreement, including any  
5 attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with  
6 respect to its subject matter and supersedes all prior and contemporaneous representations,  
7 proposals, discussions and communications, whether oral or in writing. No oral understanding or  
8 agreement not incorporated herein shall be binding on any of the parties hereto. Each of the  
9 attachments and exhibits attached hereto is incorporated herein by this reference.

10          22.    MINISTERIAL ACTS. The Assistant County Executive Officer/EDA or  
11 designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to  
12 implement the terms, provisions, and conditions of this Supplemental Agreement as it may be  
13 amended from time-to-time by COUNTY.

14          23.    PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval  
15 from the COUNTY'S Economic Development Agency prior to implementing the following  
16 "high risk" activities funded with CDBG assistance:

- 17                   A.    Construction of public facilities (project plans and specifications);
- 18                   B.    Acquisition of real property;
- 19                   C.    Historic Preservation;
- 20                   D.    Relocation; and
- 21                   F.    Economic Development

22          24.    FORCE MAJEURE.

23           A.    Performance by either party hereunder shall not be deemed to be in default  
24 where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods,  
25 earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine  
26 restrictions, freight embargoes, lack of transportation, governmental restrictions or priority,  
27 litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays  
28

1 of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a  
2 public or governmental agency or entity, or any causes beyond the control or without the fault of  
3 the party claiming an extension of time to perform.

4           B.       An extension of time for any such cause (a “Force Majeure Delay”) shall  
5 be for the period of the enforced delay and shall commence to run from the time of the  
6 commencement of the cause, if notice by the party claiming such extension is sent to the other  
7 party within thirty (30) calendar days of knowledge of the commencement of the cause.  
8 Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure  
9 Delay unless and until the party claiming such delay and interference delivers to the other party  
10 written notice describing the event, its cause, when and how such party obtained knowledge, the  
11 date the event commenced, and the estimated delay resulting therefrom. Any party claiming a  
12 Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it  
13 obtains knowledge of the event.

14           25.     JURISDICTION AND VENUE: Any action at law or in equity arising under this  
15 Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or  
16 determining the validity of any provision of this Supplemental Agreement shall be filed in the  
17 consolidated Courts of Riverside County, State of California, and the parties hereto waive all  
18 provisions of law providing for the filing, removal or change of venue to any other court or  
19 jurisdiction

20           26.     SEVERABILITY.     Each paragraph and provision of this Supplemental  
21 Agreement is severable from each other provision, and if any provision or part thereof is  
22 declared invalid, the remaining provisions shall remain in full force and effect.

23           27.     WAIVER.     Failure by a party to insist upon the strict performance of any of the  
24 provisions of this Supplemental Agreement by the other party, or the failure by a party to  
25 exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s  
26 rights to insist and demand strict compliance by the other party with the terms of this  
27 Supplemental Agreement thereafter.

1           28.    NOTICES.   Each notice, request, demand, consent, approval or other  
2 communication (hereinafter in this Section referred to collectively as “notices” and referred to  
3 singly as a “notice”) which the CITY or COUNTY is required or permitted to give to the other  
4 party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and  
5 sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so  
6 delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal  
7 Express (or other similar national overnight courier) designating early morning delivery (any  
8 notice so delivered shall be deemed to have been received on the next Business Day following  
9 receipt by the courier); or (c) sent by United States registered or certified mail, return receipt  
10 requested, postage prepaid, at a post office regularly maintained by the United States Postal  
11 Service (any notice so sent shall be deemed to have been received two days after mailing in the  
12 United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>CITY</u>
Assistant County Executive Officer/EDA	Michele Nissen
Economic Development Agency	City of Eastvale
P.O. Box 1180	12363 Limonite Ave, Ste. 910
Riverside, CA 92502	Eastvale, CA 91752

18

19           28.    LOBBYING. CITY certifies to the best of its knowledge and belief, that:

20           a.       No federally-appropriated funds have been paid or will be paid, by or on  
21 behalf of the CITY, to any person for influencing or attempting to influence an officer or  
22 employee of any agency, a member of Congress, an officer or employee of Congress, or an  
23 employee of a member of Congress in connection with the awarding of any federal contract, the  
24 making of any federal grant, the making of any federal loan, the entering into of any cooperative  
25 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
26 contract, grant, loan, or cooperative agreement.

27           b.       If any funds other than federally-appropriated funds have been paid or will  
28

1 be paid to any person for influencing or attempting to influence an officer or employee of any  
2 agency, a member of Congress, an officer or employee of Congress, or an employee of a member  
3 of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the  
4 CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in  
5 accordance with its instructions.

6 c. CITY shall require that the language of this certification be included in the  
7 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts  
8 under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and  
9 disclose accordingly. This certification is a material representation of fact upon which reliance  
10 was placed when this transaction was made or entered into.

11 29. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement  
12 and any dispute arising hereunder shall be governed by and interpreted in accordance with the  
13 laws of the State of California. This Supplemental Agreement shall be construed as a whole  
14 according to its fair language and common meaning to achieve the objectives and purposes of the  
15 parties hereto, and the rule of construction to the effect that ambiguities are to be resolved  
16 against the drafting party shall not be employed in interpreting this Supplemental Agreement, all  
17 parties having been represented by counsel in the negotiation and preparation hereof.

18 30. AUTHORITY TO EXECUTE. The persons executing this Supplemental  
19 Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement  
20 hereby warrant and represent that they have the authority to execute this Supplemental  
21 Agreement and warrant and represent that they have the authority to bind the respective parties  
22 to this Supplemental Agreement to the performance of its obligations hereunder.

23 31. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the  
24 date the parties sign the Supplemental Agreement. If the parties sign the Supplemental  
25 Agreement on more than one date, then the last date the Supplemental Agreement is signed by a  
26 party shall be the effective date.

27 32. COUNTERPARTS. This Supplemental Agreement may be signed by the  
28

1 different parties hereto in counterparts, each of which shall be an original but all of which  
2 together shall constitute one and the same agreement.

3 33. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the  
4 CDBG-funded Projects or activities covered under the terms of this Supplemental Agreement as  
5 set forth in Exhibits A and B, attached hereto, prior to receiving written authorization from  
6 COUNTY to proceed.

7 34. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form  
8 with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

9 35. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be  
10 modified or amended only by a writing signed by the duly authorized and empowered  
11 representative of COUNTY and CITY respectively.

12  
13  
14 Remainder of Page Intentionally Blank

15 [Signatures on Following Page]  
16  
17  
18  
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1 IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as  
2 of the dates set forth below.

3  
4 COUNTY OF RIVERSIDE,  
a political subdivision of the  
5 State of California

CITY OF EASTVALE,  
a general law city

6  
7 BY: \_\_\_\_\_  
Suzanne Holland, Assistant County  
8 Executive Officer/EDA

BY: \_\_\_\_\_  
City Manager

9  
10 Date: \_\_\_\_\_

Date: \_\_\_\_\_

11  
12 APPROVED AS TO FORM:  
13 Gregory P. Priamos, County Counsel

ATTEST:

14  
15 By: \_\_\_\_\_  
Jhaila R. Brown,  
16 Deputy County Counsel

BY: \_\_\_\_\_  
City Clerk

17 APPROVED AS TO FORM:

18  
19 BY: \_\_\_\_\_  
City Attorney

**EXHIBIT CI**

Prohibition Against Conflicts of Interest

Page 1 of 4

§ 570.611 Conflict of interest.

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients (including those specified at § 570.204(c), the conflict of interest provisions in **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.318), and 24 CFR Part 84 and 85, as amended, shall apply.

(2) Subrecipient must maintain written standards of conduct covering conflict of interest and governing the performance of its employees engaged in the selection and award of contracts.

(3) In all cases not governed by **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.318), and 24 CFR Part 84 and 85, as amended, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to § 570-203, § 570.204 or § 570.455).

(b) Conflicts prohibited. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such interest or benefit during, or at any time after, such person's tenure.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.

## EXHIBIT CI

Prohibition Against Conflicts of Interest  
Page 2 of 4

(d) Exceptions: threshold requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not Violate State or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether an opportunity was provided for open competitive bidding or negotiation;

(3) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(6) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(7) Any other relevant considerations.

## Exhibit CI

Prohibition Against Conflicts of Interest  
Page 3 of 4

Community Development Block Grant  
Policy Manual  
I.D. # A-11  
(pg. 1 of 2)

TOPIC: CONFLICT OF INTEREST CODED  
RIVERSIDE COUNTY  
ECONOMIC DEVELOPMENT AGENCY

DATE: June 2015

This Conflict of Interest Code is written to comply with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.318), and 24 CFR Part 84 and 85, as amended. These regulations require that grantees and sub-grantees to maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1) No employee, officer or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.

2) Such a conflict will arise when:

- i) The employee, officer or agent;
- ii) Any member of the immediate family;
- iii) His/Her partners, or;
- iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.

3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.

4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:

- i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
- ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.

**EXHIBIT CI**

Prohibition Against Conflicts of Interest  
Page 4 of 4

Community Development Block Grant  
Policy Manual  
I.D. # A-11  
(pg. 2 of 2)

TOPIC: CONFLICT OF INTEREST CODE  
RIVERSIDE COUNTY  
ECONOMIC DEVELOPMENT AGENCY

DATE: June 2015

- iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
  - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
  - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of Section 4, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

## EXHIBIT "R"

### CONSTITUTIONAL PROHIBITION

Page 1 of 2

In accordance with First Amendment Church/State Principles, as a general rule, CDBG/ESG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of CDBG/ESG funds.

(1) CDBG/ESG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests. This limitation includes the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph (j) (2) of this section with respect to rehabilitation and under paragraph (j) (4) of this section with respect to repairs undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG/ESG funds at no more than fair market value for a non-religious use.

(2) CDBG/ESG funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose under the following conditions:

(i) The building (or portion thereof) that is to be improved with the CDBG/ESG assistance has been leased to an existing or newly-established wholly secular entity (which may be an entity established by the religious entity);

(ii) The CDBG/ESG assistance is provided to the lessee (and not the lessor) to make the improvements;

(iii) The leased premises will be used exclusively for secular purposes available to persons regardless of religion;

(iv) The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;

(v) The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;

(vi) The lessor enters into a binding agreement that unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;

## EXHIBIT "R"

CONSTITUTIONAL PROHIBITION

Page 2 of 2

(vii) The lessee must remit the amount received from the lessor under subparagraph (2)(vi) of this section to the recipient or subrecipient from which the CDBG/ESG funds were derived.

The lessee can also enter into a management contract authorizing the lessor religious entity to use the building for its intended secular purpose, e.g., homeless shelter, provision of public services. In such case,

the religious entity must agree in the management contract to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in paragraph (j)(3) of this section.

(3) As a general rule, CDBG/ESG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or subrecipient from which the CDBG/ESG funds are derived that, in connection with the provision of such services:

(i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

(ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

(iv) The portion of a facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.

(4) Where the public services provided under paragraph (j)(3) of this section are carried out on property owned by the primarily religious entity, CDBG/ESG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG/ESG expenditure for the public services.

**EXHIBIT "S"**

Page 1 of 2

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**EXHIBIT "S"**

Page 2 of 2

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**SUPPLEMENTAL AGREEMENT  
SCOPE OF WORK  
(NON-PUBLIC SERVICE)**

**I. GENERAL INFORMATION**

CITY NAME: City of Eastvale DUNS #: 78274766

ADDRESS: 12363 Limonite Ave  
Eastvale, CA 91752

PROGRAM CONTACTS: Michele Nissen, City Manager

PHONE: (951) 703-4470 FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PROJECT NAME: Eastvale Pedestrian Accessibility

PROJECT LOCATION: Chandler Street & Shelby Ave.

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorical Exclusion

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **\$116,377**

Project to be administered by County (EDA) on behalf of City: YES  NO

**II. SCOPE OF SERVICE**

**A. Activities**

City will be responsible for administering a **2015-2016** Community Development Block Grant for the **Eastvale Pedestrian Accessibility** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City of Eastvale will use CDBG funds to enhance pedestrian safety by installing new, and upgrading existing, pedestrian sidewalk ramps to meet ADA requirements in the Chandler Street and Selby Ave areas of the city.*

**B. National Objective**

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

**C. Levels of Accomplishment – Goals and Performance Measures**

The City agrees to implement and complete the following activity(ies):

Activity #1 Prepare design and specifications

Activity #2 Implement construction

**CPD OUTCOME PERFORMANCE MEASUREMENT**

**Objectives (select one):**  Creating Suitable Living Environments  
 Providing Decent Affordable Housing  
 Creating Economic Opportunities

**Outcome (select one):**  Availability/Accessibility  
 Affordability  
 Sustainability (promoting livable or viable communities)

**D. City Capacity**

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

**E. Performance Monitoring**

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

**F. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$116,377**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended.

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs				
Project Administration Costs				
Construction Costs				
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
<b>TOTAL CDBG BUDGET</b>	<b>\$116,377</b>			

**G. Total Amount of Non- CDBG Leveraging**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
<b>FEDERAL</b>							
<b>STATE/LOCAL</b>							
<b>PRIVATE</b>							
<b>OTHER</b>							
<b>TOTAL:</b>						<b>\$0</b>	

**III. ADMINISTRATIVE REQUIREMENTS**

**A. Accounting Standards**

The City agrees to comply with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**B. Cost Principles**

The City shall administer its program in conformance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**C. Documentation and Record Keeping**

**1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- I Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of three (3). The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, other pertinent data for a period of five (5) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.500) and HUD's single audit regulations (24 CFR Part 44.6).

**IV. PROJECT IMPLEMENTATION AND SCHEDULE**

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete Online Training	September 2015	October 2015
Implement Project Activities	Upon Notification from EDA	
Execute Supplemental Agreement & Notice to Incur Cost	October 2015	November 2015

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Submit Quarterly Performance Reports to County		October 15, 2015 January 15, 2016 April 15, 2016 July 31, 2016

County Monitoring of City Program/Performance To be determined by Program Manager

Specific Project Activities

1. City executes Supplemental Agreement; receives authorization to incur cost letter
2. City prepares final construction/equipment documents (incorporating Special Federal Provisions) for EDA review and approval
3. EDA authorizes City to advertise for bids
4. EDA reviews and approves bidding process
5. City awards construction/equipment contract
6. City and EDA conduct “pre-construction meeting”
7. EDA authorizes City to issue “Notice to Proceed”

City Submits Reimbursement Requests

Monthly Submittal

Other Schedule

CDBG-funded Project Complete

TBD

City Submits Monthly Direct Benefit Reports

Upon Notification by EDA

**V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS**

**SUPPLEMENTAL AGREEMENT  
SCOPE OF WORK  
(PUBLIC SERVICE)**

**I. GENERAL INFORMATION**

CITY NAME: City of Eastvale DUNS#: 78274766

ADDRESS: 12363 Limonite Ave. Suite 910

Eastvale, CA 91752

CITY PROGRAM CONTACTS: Michele Nissen, City Manager

SUBRECIPIENT NAME: Eastvale Community Foundation

ADDRESS: 12363 Limonite Ave. Suite 910, Eastvale, CA 91752

PHONE: (951) 361-0900 FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PROJECT NAME: Youth Recreation Scholarship Program

PROJECT LOCATION: 7447 Cleveland Ave. Corona, CA 92880

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

PROJECT FUNDING SUMMARY: \$18,945

**Project to be administered by County (EDA) on behalf of CITY:** YES  NO

**II. SCOPE OF SERVICE**

**A. Activities**

City will be responsible for administering a **2015-2016** Community Development Block Grant for the **Youth Recreation Scholarship Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The Eastvale Community Foundation provides financial scholarships to low-income youth so they can participate in recreational programs offered in the City of Eastvale. CDBG funds will be used to cover the costs of "scholarships" for eligible youth.*

**B. National Objective**

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). CITY certifies that the activity (ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(B)

CFR Reference: Low Mod Limited Clientele Income Certification

**C. Levels of Accomplishment – Goals and Performance Measures**

The City agrees to provide the following levels of program services:

Activity	Units <u>per Month</u>	Total <u>Units/Year</u>	Total <u>Unduplicated Persons</u>
Activity #1		180	

Unit of Service is defined as: **Youth receiving scholarships.**

**CPD OUTCOME PERFORMANCE MEASUREMENT**

**Objectives (select one):**  Creating Suitable Living Environments  
 Providing Decent Affordable Housing  
 Creating Economic Opportunities

**Outcome (select one):**  Availability/Accessibility  
 Affordability  
 Sustainability (promoting livable or viable communities)

**D. City Capacity**

By executing this Supplemental Agreement, the City certifies that it and its subrecipients have the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact City's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

**E. Performance Monitoring**

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

**F. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$18,945**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended.

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total Non-CDBG Funds	Total Activity/Project Budget	Notes
<b>Total Direct Program Expenses</b> Salaries Fringe Office Space (Program Only) Utilities Communications Reproduction/Printing Supplies and Materials Mileage Equipment (Program Only) Audit Transportation Other:	<b>\$18,945</b>			
<b>Total Indirect Program Expenses</b>  Indirect Costs (Specify)*	\$			
<b>TOTAL CDBG BUDGET</b>	<b>\$18,945</b>			

\* All indirect costs must be pre-approved by the County. City must submit an Indirect Cost Allocation Plan to County, in a form specified by County, demonstrating the appropriate share of general and administrative costs.

**G. Total Amount of Non- CDBG Leveraging**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
<b>FEDERAL</b>							
<b>STATE/LOCA</b>							
<b>PRIVATE</b>							
<b>OTHER</b>							

**TOTAL:** \_\_\_\_\_

**III. ADMINISTRATIVE REQUIREMENTS**

**A. Accounting Standards**

The City agrees to comply with the 24 **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**B. Cost Principles**

The City shall administer its program in conformance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**C. Documentation and Record Keeping**

1. Records to be Maintained. The City and its subrecipients will maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention: The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of three (3). The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, other pertinent data for a period of five (5) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data: The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure: The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs: The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections: All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and the **Uniform Administrative Requirements , Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.500) and HUD's single audit regulations (24 CFR Part 44.6).

#### IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, CITY will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete Online Training	September 2015	October 2015
Execute Subrecipient Agreements (EDA must approve)	August 2015	September 2015
Implement Program Activities	July 1, 2015	TBD
Execute Supplemental Agreement & Notice to Incur Cost	October 2015	November 2015
City Submit Quarterly Performance Reports to County		October 15, 2015 January 15, 2016 April 15, 2016 July 31, 2016
County Monitoring of City Performance	TBD	TBD
City submit Monthly Direct Benefit Reports	September 2015	July 2016
City Submits Reimbursement Requests		
Monthly Submittal <input type="checkbox"/>	September 2015	<u>June 13, 2016</u>
Other Schedule <input type="checkbox"/>	_____	_____
CDBG Program Services Complete		TBD

#### V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Sponsor must collect **income self-certifications** from every individual or family participating in CDBG-funded activities or the parent or legal guardian of every child participating in CDBG-funded activities. This includes family income, family size, and ethnicity. Sponsor is required to collect **income verification** documentation from at least 10% of the participants. All of this documentation must be submitted to EDA on a monthly basis.



# CITY OF EASTVALE

## CITY COUNCIL STAFF REPORT

ITEM 9.1

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**DATE:** JANUARY 13, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JAMES R. RILEY, INTERIM FINANCE DIRECTOR

**SUBJECT:** SELECTION OF INVESTMENT ADVISOR

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**RECOMMENDATION: APPROVE THE SELECTION OF PFM ASSET MANAGEMENT LLC FOR THE CITY'S INVESTMENT ADVISOR AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

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### BACKGROUND

The City of Eastvale currently invests its funds in the State of California Local Agency Investment Fund (LAIF), a money market account at Citizens Business Bank, and Certificates of Deposits (CD's) purchased and held by Morgan Stanley. The first two are short-term highly liquid investments, paying less than .35%. The CD's offer a higher rate of return from .50% to 1.20%, and have staggered maturity dates from 18 months to three years. The City's investments are governed by the City's Investment Policy which was adopted by the City Council January 12, 2011 and is in accordance with the California Government Code, sections 53601 et. Seq. The Investment Policy allows the investment in Federally Insured Certificates of Deposit, up to a five year term, in addition to other investment vehicles. The City has contracted several investment broker-dealers for the purchase of CD's. However, there are additional investment vehicles the City has not pursued which would yield a better rate of return in accordance with the California Government Code, sections 53601 et. Seq. . An investment advisor provides the expertise and financial planning knowledge that the City would need to maximize its return on investments at a minimum cost.

### DISCUSSION

The City's Finance Committee over the past several months meet with the following investment advisors:

PFM Asset Management LLC  
Chandler Asset Management  
Piper Jaffray

Based on the meetings and review of the investment advisors listed above, the Finance Committee recommends the selection of PFM Asset Management LLC (PFM) to be the City's investment advisor. PFM has over 30 years of experience, with over \$11.9 billion in assets under management for California local agencies. It has built a solid presence as a leading



## **CITY OF EASTVALE CITY COUNCIL STAFF REPORT**

**ITEM 9.1**

independent financial and investment advisor in the municipal and not-for-profit marketplace. PFM has several clients in the Southern California area.

### **FISCAL IMPACT**

The fee charged by PFM is netted against the earnings received. The fee schedule is 10 basis points (0.10%) for the initial \$25 million in assets managed and 8 basis points (0.08%) for the next \$25 million.

### **STRATEGIC PLAN IMPACT**

Goal 1: Establish a solid fiscal foundation for the City

### **ATTACHMENT**

1. Agreement with PFM Asset Management LLC

Prepared by: James R. Riley, Interim Finance Director  
Reviewed by: John Cavanaugh, City Attorney  
Reviewed by: Michele Nissen, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and effective as of January 13, 2016, between the City of Eastvale (City) and PFM Asset Management LLC ("Advisor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

A. This Agreement shall be effective January 13, 2016 and shall terminate on December 31, 2018.

B. City may, without cause, terminate this Agreement at any time prior to December 31, 2018. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.

C. In the event this Agreement is terminated by City, Advisor shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

### **2. SERVICES**

Subject to the terms of this Agreement, Advisor shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel and resources to provide all professional services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

### **3. PERFORMANCE**

Advisor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Advisor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Advisor hereunder in meeting its obligations under this Agreement. Advisor represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Advisor and City relies upon the skills and knowledge of Advisor. Advisor shall perform such services and duties consistent with the standards generally

recognized as being employed by professionals performing similar service in the State of California.

4. **MANAGEMENT**

The City's Interim Finance Director shall represent City in all matters pertaining to the administration of this Agreement and shall review and approve all services submitted by Advisor. The Interim Finance Director is authorized to execute all necessary documents.

5. **PAYMENT**

(a) The City agrees to pay Advisor, in accordance with the payment rates and terms and the schedule of payment as set forth in Advisor's proposal, Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth herein.

(b) Advisor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager; provided, however, the City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Advisor shall not be compensated for any additional services in the amounts greater than that authorized herein by the City Manager unless agreed to by the City Council.

(c) Advisor will submit invoices for services based on the schedule of payment as set forth in Exhibit "B". Invoices shall be submitted on a bi-weekly basis for services provided. If the City disputes any of Advisor's fees it shall give written notice to Advisor within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Advisor at least thirty (30) days prior written notices. Upon receipt of said notice, the Advisor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay the Advisor for services up to the date of termination

based on the schedule of payment as set forth in Exhibit "B". Upon termination of the Agreement pursuant to this Section, the Advisor will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF ADVISOR**

(a) The Advisor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Advisor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Advisor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Advisor. If such failure by the Advisor to make progress in the performance of work hereunder arises out of causes beyond the Advisor's control, and without fault or negligence of the Advisor, it shall not be considered a default.

(b) If the City determines that the Advisor is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Advisor a written notice of the default. The Advisor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Advisor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

All documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of the City.

9. **INDEMNIFICATION BY ADVISOR**

A. All officers, agents, employees, sub-Advisors, their agents, officers and employees who are hired by or engaged by Advisor in the performance of this Agreement shall be deemed officers, agents and employees and sub-Advisors of Advisor, and City shall not be liable or responsible to them for anything whatsoever.

B. Advisor agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to

persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of Advisor or any of its agents, officers and employees and sub-Advisors in the performance of this Agreement.

C. Advisor shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Advisors, and City shall defend and hold Advisor harmless against any such claims.

D. Advisor agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by Advisor's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

10. **INSURANCE REQUIREMENTS**

Advisor shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Advisor, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Proof of Insurance Coverage covering Automobile Liability,
2. Workers' compensation insurance as required by the State of California and employer's liability insurance.

B. **Minimum Limits of Insurance**

Advisor shall maintain limits no less than:

- 1, Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the City may require Advisor to procure a bond guaranteeing payment of



Advisor or any of Advisor's officers, employees, or agents, except as set forth in this Agreement. Advisor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Advisor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

(c) City shall not be liable for compensation or indemnification to Advisor for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Advisor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Advisor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Advisor to comply with this Section.

13. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Advisor in performance of this Agreement shall be considered confidential and shall not be released by Advisor without City's prior written authorization. Advisor, its officers, employees, agents, or sub-Advisors, shall not without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Advisor gives City notice of such court order or subpoena.

(b) Advisor shall promptly notify City should Advisor, its officers, employees, agents, or sub-Advisors 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 person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but



17. **GOVERNING LAW**

The City and Advisor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Paramount.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

20. **CONTENTS OF PROPOSAL**

Advisor is bound by the contents of the proposal submitted by the Advisor, Exhibit "A" hereto.

21. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Advisor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Advisor and has the authority to bind Advisor to the performance of its obligations hereunder.

23. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

24. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Advisor and the City and approved as to form by the City Attorney; otherwise by the City Manager. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

25. **COUNTERPARTS**

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the Office of City’s City Clerk is the version of the Agreement that shall take precedent should any differences exist among counterparts of the document.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF EASTVALE**

**ADVISOR:**

By: \_\_\_\_\_  
Michele Nissen, City Manager

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Marc Donohue, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Cavanaugh, City Attorney

[FOR REGULAR IA CLIENTS]

SECTION \_\_\_\_ . INVESTMENT ADVISOR PROVISIONS

**(a) Services of Advisor.** The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the funds described in this Agreement and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such appointment. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers. The Custodian shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and the applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

**(b) Pool Compensation.** Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the Advisor (either, a "Pool") or in individual securities. Average

daily net assets subject to the fees described in this Agreement shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

**(c) Other Compensation.** If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor under this Agreement, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

**(d) Expenses.** The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds. Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.

**(e) Registered Advisor; Duty of Care.** The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

**(f) Advisor's Other Clients.** The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any

security for the Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

**(g) Force Majeure.** The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

**(h) Disciplinary Actions.** The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, FINRA, or any regulatory authority of any State based upon the performance of services as an investment advisor.

**(i) Independent Contractor.** The Advisor, its employees, officers and representatives, shall not be deemed to be employees, agents (except as to the purchases or sale of securities described in subparagraph (a) above), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

**(j) Books.** The Advisor shall maintain records of all transactions in the Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

**(k) Brochure and Brochure Supplement.** The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

**(l) Execution.** Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party.

## EXHIBIT "B"

### COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management according to the schedule below:

<u>Average Assets Under Management</u>	<u>Fees</u>
Initial \$25 million	10 basis points (0.10%)
Next \$25 million	8 basis points (0.08%)
Above \$50 million	7 basis points (0.07%)

"Daily net assets" is defined to include the amortized value of securities, accrued interest and cash or any money market fund balance.

The minimum annual fee is \$25,000, to be applied in equal monthly installments.

(b) The Advisor will bill the Client monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.



# CITY OF EASTVALE

## CITY COUNCIL STAFF REPORT

ITEM 9.2

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**MEETING DATE:** JANUARY 13, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JOE INDRAWAN, DEPUTY CITY ENGINEER

**SUBJECT:** FLOOD CONTROL ZONE 2 PROJECT UPDATE

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**RECOMMENDATION:** RECEIVE AND FILE

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### BACKGROUND

The Riverside County Flood Control and Water Conservation District (“District”) is divided into several geographical zones, where property taxes are collected separately and area drainage plan fees are charged on development projects. Monies raised in one zone must be spent in only that zone. The City of Eastvale is located within the District’s Zone 2, which also includes cities of Norco, Corona, and the unincorporated areas in the northwest portion of the County. On September 10, 2014 the City Council authorized the execution of Funding Agreement with the District for design and construction of storm drain facilities at various locations throughout the City. The agreement was fully executed on September 30, 2014.

### DISCUSSION

The Funding Agreement stipulates that the District will fully fund the project from design through construction without financial participation and/or obligation from the City. The project design that was awarded by the Council on June 10, 2015 is well underway. Anticipated project completion is end of 2016.

During last week’s major storms, Public Works staff observed and identified a few locations where local flooding occurs during a heavy downpour. One of these locations is the intersection of Citrus Street and Country Fair Drive, just west of the Eleanor Roosevelt High School. The storm runoff that is generated from the residential development between the High School and Sumner Avenue does not appear to be collected by any storm drain facilities until it leaves the development onto Citrus Street and flows east into a single catch basin inlet. The high volume of runoff during the storms spread onto the number two westbound lane causing it to spill over onto the sidewalk with every passing vehicle traffic. Staff is hopeful that this can be added to the list of approved projects. Staff has reached out to the District to request its approval.

The second local flooding location is at the northeast corner of Hamner Avenue and Limonite Avenue. Staff will instruct the city design consultant to add a catch basin inlet before the signalized Vons’ entrance to the Eastvale Gateway Center.

In addition to its flood control goal and function, the District’s overall goal is to promote water conservation efforts and provide assistance to the community within the District’s area of

service. During a recent Zone 2 meeting city staff learned that other agencies within the District's Zone 2 have received financial assistance to install reclaimed water pipelines. While the City of Eastvale does not provide water to its residents, the residents pay property taxes, and development projects in Eastvale pay area drainage plan fees, which collectively make up for the overall Zone 2 funding. Based on this fact, staff will initiate a tri-party meeting among the District, Jurupa Community Services District (JCSD), and City of Eastvale to discuss and look for funding opportunities to install reclaimed water pipelines to be utilized within Eastvale's boundaries. Ultimately, this will help offset the capital project costs that JCSD currently has, hence reduce the water capacity charge that JCSD is proposing.

## **FISCAL IMPACT**

Successful discussion with the District and JCSD on the reclaimed water will help reduce the impact of water capacity charge on future developments in Eastvale.

**STRATEGIC PLAN IMPACT** - None

## **ATTACHMENT**

### 1. Exhibit "A": Location Map

Prepared by: Joe Indrawan, Deputy City Engineer  
Reviewed by: Michele Nissen, City Manager  
Reviewed by: John E. Cavanaugh, City Attorney

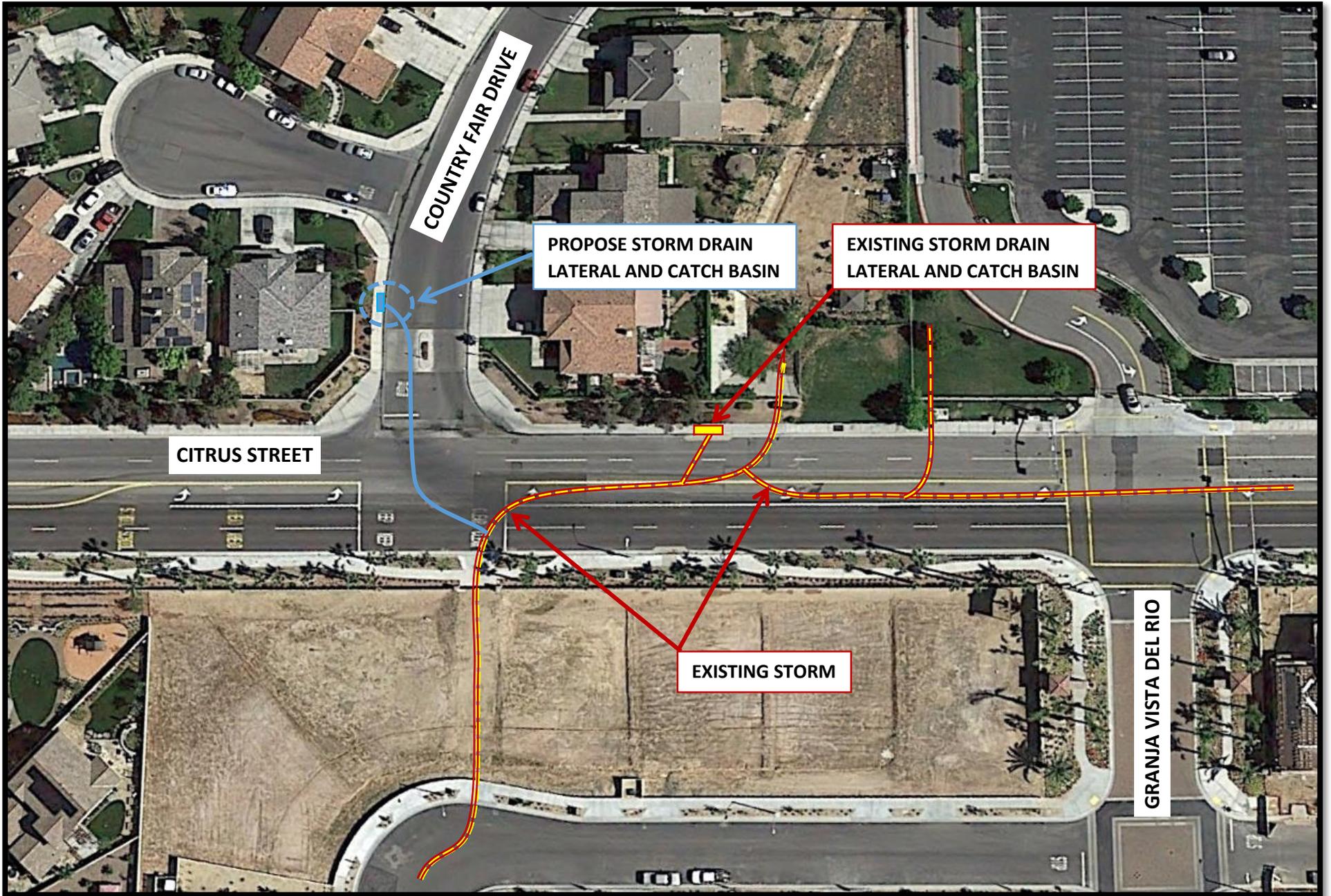


EXHIBIT 1



EXISTING LINE E,  
STG 3 STORM DRAIN

HAMNER AVENUE

LIMONITE AVENUE

PROPOSE STORM DRAIN  
LATERAL AND CATCH BASIN

EXHIBIT 2